



AGENDA
CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY AS SUCCESSOR AGENCY FOR THE
COMMUNITY REDEVELOPMENT AGENCY OF
THE CITY OF MORENO VALLEY
MORENO VALLEY HOUSING AUTHORITY
BOARD OF LIBRARY TRUSTEES

November 24, 2015

REGULAR MEETING – 6:00 PM

City Council Study Sessions

First & Third Tuesdays of each month – 6:00 p.m.

City Council Meetings

Special Presentations – 5:30 P.M.

Second & Fourth Tuesdays of each month – 6:00 p.m.

City Council Closed Session

Will be scheduled as needed at 4:30 p.m.

City Hall Council Chamber – 14177 Frederick Street

Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities, in compliance with the Americans with Disabilities Act of 1990. Any person with a disability who requires a modification or accommodation in order to participate in a meeting should direct such request to Guy Pegan, ADA Coordinator, at 951.413.3120 at least 48 hours before the meeting. The 48-hour notification will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

Dr. Yxstian A. Gutierrez, Mayor Pro Tem
Jeffrey J. Giba, Council Member

Jesse L. Molina, Mayor

George E. Price, Council Member
D. LaDonna Jempson, Council Member

AGENDA
CITY COUNCIL OF THE CITY OF MORENO VALLEY
November 24, 2015

CALL TO ORDER - 5:30 PM

SPECIAL PRESENTATIONS

Proclamation Recognizing National Adoption Awareness Month

**AGENDA
JOINT MEETING OF THE
CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY AS SUCCESSOR AGENCY FOR THE
COMMUNITY REDEVELOPMENT AGENCY OF THE
CITY OF MORENO VALLEY
MORENO VALLEY HOUSING AUTHORITY
AND THE BOARD OF LIBRARY TRUSTEES**

***THE CITY COUNCIL RECEIVES A SEPARATE STIPEND FOR CSD
MEETINGS***

**REGULAR MEETING – 6:00 PM
NOVEMBER 24, 2015**

CALL TO ORDER

Joint Meeting of the City Council, Community Services District, City as Successor Agency for the Community Redevelopment Agency, Housing Authority and the Board of Library Trustees - actions taken at the Joint Meeting are those of the Agency indicated on each Agenda item.

PLEDGE OF ALLEGIANCE

INVOCATION

Apostle Frank Uwakwe, Christ Dominion Ministries International

ROLL CALL

INTRODUCTIONS

PUBLIC COMMENTS ON MATTERS ON THE AGENDA WILL BE TAKEN UP AS THE ITEM IS CALLED FOR BUSINESS, BETWEEN STAFF'S REPORT AND CITY COUNCIL DELIBERATION (SPEAKER SLIPS MAY BE TURNED IN UNTIL THE ITEM IS CALLED FOR BUSINESS.)

PUBLIC COMMENTS ON ANY SUBJECT NOT ON THE AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL

Those wishing to speak should complete and submit a BLUE speaker slip to the Bailiff. There is a three-minute time limit per person. All remarks and questions shall be addressed to the presiding officer or to the City Council.

JOINT CONSENT CALENDARS (SECTIONS A-D)

All items listed under the Consent Calendars, Sections A, B, C, and D are considered to be routine and non-controversial, and may be enacted by one motion unless a member of the City Council, Community Services District, City as Successor Agency for the Community Redevelopment Agency, Housing Authority or the Board of Library Trustees

requests that an item be removed for separate action. The motion to adopt the Consent Calendars is deemed to be a separate motion by each Agency and shall be so recorded by the City Clerk. Items withdrawn for report or discussion will be heard after public hearing items.

A. CONSENT CALENDAR-CITY COUNCIL

- A.1. ORDINANCES - READING BY TITLE ONLY - THE MOTION TO ADOPT AN ORDINANCE LISTED ON THE CONSENT CALENDAR INCLUDES WAIVER OF FULL READING OF THE ORDINANCE.

Recommendation: Waive reading of all Ordinances.

- A.2. MINUTES - CITY COUNCIL - REGULAR MEETING - NOV 10, 2015 6:00 PM

Recommendation: Approve as submitted.

- A.3. BUDGET APPROPRIATION TO PROVIDE THE ROTARY CLUB OF MORENO VALLEY WITH \$1,200 FOR LIGHTING THE "M" ON BOX SPRINGS MOUNTAIN FROM DECEMBER 3, 2015 THROUGH JANUARY 3, 2016 (Report of: Parks & Community Services)

Recommendation:

1. Approve a General Fund budget appropriation of \$1,200 for the Rotary Club of Moreno Valley (Moreno Valley Noon Rotary Club) to light the "M" on Box Springs Mountain from December 3, 2015 through January 3, 2016.

- A.4. ADOPTION OF RESOLUTION NO. 2015-75 FOR THE SUMMARY VACATION OF A PORTION OF HIGHLAND AVENUE FOR APNS 473-220-004, 473-220-005, AND 473-220-074 (Report of: Public Works)

Recommendations:

1. Adopt Resolution No. 2015-75, a Resolution of the City Council of the City of Moreno Valley, California, Ordering the Summary Vacation of a Portion of Highland Avenue for APNs 473-220-004, 473-220-005, and 473-220-074.
2. Direct the City Clerk to certify said resolution and transmit a copy of the resolution to the County Recorder's office for recording.

- A.5. PA09-0012 (PARCEL MAP 36162) - DECKERS DISTRIBUTION CENTER - REDUCE FAITHFUL PERFORMANCE BOND AND ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE AND ACCEPTING THOSE PORTIONS OF THE SOUTH SIDE OF GROVE VIEW ROAD BETWEEN INDIAN STREET AND PERRIS BOULEVARD ASSOCIATED WITH THIS PROJECT

INTO THE CITY'S MAINTAINED STREET SYSTEM DEVELOPER -
MORENO KNOX, LLC (Report of: Public Works)

Recommendations:

1. Adopt Resolution No. 2015-76. A Resolution of the City Council of the City of Moreno Valley, California, Authorizing the Acceptance of the Public Improvements as Complete within Project PA09-0012 (Parcel Map 36162) and Acceptance of those Portions of the South Side of Grove View Road East of Perris Boulevard and those Portions of the West Side of Perris Boulevard South of Grove View Road Associated with this Project into the City's Maintained Street System.
2. Authorize the City Engineer to execute a 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

A.6. ACCEPTANCE OF FISCAL YEAR 2015/2016 SB 821 GRANT AND FUNDING APPROPRIATION FOR THE CITYWIDE PEDESTRIAN AND BICYCLE ENHANCEMENT PROJECT (Report of: Public Works)

Recommendations:

1. Accept grant award of \$315,000 total in FY 2015/2016 SB 821 funds for the design and construction of the Citywide pedestrian and bicycle enhancement project.
2. Authorize a revenue appropriation of \$315,000 and an expense appropriation of \$315,000 in the SCAG Article 3 Fund (Fund 2800) for the design and construction of the Citywide pedestrian and bicycle enhancement project.

A.7. LIST OF PERSONNEL CHANGES (Report of: Administrative Services)

Recommendation:

1. Ratify the list of personnel changes as described.

A.8. PAYMENT REGISTER - SEPTEMBER 2015 (Report of: Financial & Management Services)

Recommendation:

1. Receive and file the Payment Register.

A.9. APPROVE BID AWARD FOR DESIGN OF KITCHING SUBSTATION TO HDR, INC. IN THE AMOUNT OF \$699,866 AND APPROPRIATE FUNDS

FOR THE SWITCHYARD AND IN-HOUSE DESIGN OF RELATED SUBSTATION FEEDER LINES (Report of: Financial & Management Services)

Recommendations:

1. Find that the activity of awarding a contract for project design and preparation of the environmental document falls under the general rule exemption, as provided for in Section 15061(b)(3) of the California Environmental Quality Act (CEQA) Guidelines, as awarding the contract does not have the potential to result in a significant impact on the environment.
2. Award the Agreement for Project Related Services to HDR, Inc., 3230 El Camino Real, Suite 200, Irvine, CA 92602, the most qualified proposer, for the design of the Kitching Street Electrical Substation and Switchyard Project and authorize the issuance of a Purchase Order to HDR, Inc. in the amount of \$699,866.
3. Authorize the City Manager to execute the Agreement for Project Related Services with HDR, Inc.
4. Authorize the City Manager to execute an amendment to the agreement with HDR, Inc. for the design of the Switchyard with City Attorney approval, contingent upon Southern California Edison agreeing to allow the Moreno Valley Utility to design and construct the switchyard.
5. Authorize the Chief Financial Officer/City Treasurer to execute any subsequent related minor change orders to the Agreement with HDR, Inc., subject to the approval of the City Attorney.
6. Appropriate funds for the Kitching Substation Project totaling \$1,119,461; including design of the Kitching Substation in the amount of \$699,866, .design of the Kitching Street Switchyard in the amount of \$278,595 and for the in-house design of related substation feeder lines in the amount of \$141,000.

A.10. LICENSE AGREEMENT BETWEEN THE CITY AND AMERICAN MEDICAL RESPONSE – INLAND EMPIRE FOR THE USE OF A PORTION OF COLLEGE PARK FIRE STATION 91 (Report of: Fire Department)

Recommendations:

1. Approve a License Agreement between the City and American Medical Response – Inland Empire for the continued use of a portion of College Park Fire Station 91.

2. Authorize the City Manager to execute the License Agreement with American Medical Response – Inland Empire.
3. Authorize the Fire Chief, or his designee, to annually review and adjust the License Fee pursuant to the terms and conditions of the License Agreement subject to the consent of the City Attorney and to notify American Medical Response – Inland Empire of the revised fee.

A.11. COUNCIL DISCRETIONARY EXPENDITURE REPORTS FOR FISCAL YEAR 2014/2015 AS OF 9/30/15 (Report of: Financial & Management Services)

Recommendation:

1. Receive and file the Fiscal Year 2015/2016 Council Discretionary Expenditure Reports as of September 30, 2015.

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

- B.1. ORDINANCES - READING BY TITLE ONLY - THE MOTION TO ADOPT AN ORDINANCE LISTED ON THE CONSENT CALENDAR INCLUDES WAIVER OF FULL READING OF THE ORDINANCE.

Recommendation: Waive reading of all Ordinances.

- B.2. MINUTES - REGULAR MEETING OF NOVEMBER 10, 2015 (See A.2)

Recommendation: Approve as submitted.

C. CONSENT CALENDAR - HOUSING AUTHORITY

- C.1. ORDINANCES - READING BY TITLE ONLY - THE MOTION TO ADOPT AN ORDINANCE LISTED ON THE CONSENT CALENDAR INCLUDES WAIVER OF FULL READING OF THE ORDINANCE.

Recommendation: Waive reading of all Ordinances.

- C.2. MINUTES - REGULAR MEETING OF NOVEMBER 10, 2015 (See A.2)

Recommendation: Approve as submitted.

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

- D.1. ORDINANCES - READING BY TITLE ONLY - THE MOTION TO ADOPT AN ORDINANCE LISTED ON THE CONSENT CALENDAR INCLUDES WAIVER OF FULL READING OF THE ORDINANCE.

Recommendation: Waive reading of all Ordinances.

- D.2. MINUTES - REGULAR MEETING OF NOVEMBER 10, 2015 (See A.2)

Recommendation: Approve as submitted.

E. PUBLIC HEARINGS - NONE

Questions or comments from the public on a Public Hearing matter are limited to five minutes per individual and must pertain to the subject under consideration.

Those wishing to speak should complete and submit a GOLDENROD speaker slip to the Bailiff.

F. ITEMS REMOVED FROM CONSENT CALENDARS FOR DISCUSSION OR SEPARATE ACTION

G. REPORTS

G.1. CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES

(Informational Oral Presentation - not for Council action)

March Joint Powers Commission (JPC)

Riverside County Habitat Conservation Agency (RCHCA)

Riverside County Transportation Commission (RCTC)

Riverside Transit Agency (RTA)

Western Riverside Council of Governments (WRCOG)

Western Riverside County Regional Conservation Authority (RCA)

School District/City Joint Task Force

Southern California Association of Governments (SCAG)

G.2. APPOINTMENTS TO THE ENVIRONMENTAL AND HISTORICAL BOARD AND THE SENIOR CITIZENS' BOARD (Report of: City Clerk)

Recommendations: That the City Council:

1. Appoint one applicant to a term expiring June 30, 2017 and one applicant to a term expiring June 30, 2018 on the Environmental and Historical Preservation Board.
2. Appoint one applicant to the Senior Citizens' Board with a term expiring June 30, 2016.
3. If vacancies are not filled by a majority vote of the City Council, authorize the City Clerk to re-advertise the positions as vacant and carry over the current applications for reconsideration of appointment at a future date.

G.3. CITY MANAGER'S REPORT

(Informational Oral Presentation - not for Council action)

G.4. CITY ATTORNEY'S REPORT

(Informational Oral Presentation - not for Council action)

H. SPECIAL JOINT ADMINISTRATIVE CALENDAR

City Council and Community Services District Board

H.1. CITY COUNCIL CONSIDERATION OF VERIFIED PETITIONS REGARDING WORLD LOGISTICS CENTER LAND USE AND ZONING AND ENTITLEMENTS INITIATIVE AND WORLD LOGISTICS CENTER DEVELOPMENT AGREEMENT INITIATIVE; AND COMMUNITY SERVICES DISTRICT BOARD CONSIDERATION OF VERIFIED PETITIONS REGARDING WORLD LOGISTICS CENTER LAND BENEFIT INITIATIVE (TO BE PROVIDED UNDER SEPARATE COVER) (Report of: City Attorney)

Materials updated

- (1) Immediately adopt the initiatives at this “regular” meeting or adopt them within 10 days afterwards at an “adjourned regular meeting”; **or**
- (2) Present the initiatives to the voters at a special election anytime between 88 and 103 days after the City Council makes the decision to send the initiatives to the voters or at the City’s next regular general municipal election scheduled for November 8, 2016; **or**
- (3) Direct staff to prepare an impact report that must be presented to the City Council at a subsequent regular meeting no later than 30 days after the City Clerk certified the sufficiency of the petitions, at which time the City Council will be required to either adopt the initiatives or present the initiatives to the voters at a special election or the City’s next regular general municipal election as described above.

I.LEGISLATIVE ACTIONS

I.1.ORDINANCES - 1ST READING AND INTRODUCTION

I.1.1. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY REVISING TITLE 11 (PEACE, MORALS AND SAFETY) OF THE MORENO VALLEY MUNICIPAL CODE BY REPEALING CHAPTER 11.06 IN ITS ENTIRETY, AND ADDING CHAPTERS 11.95 AND 11.96 IN RESPONSE TO NEW STATE LAWS (Report of: City Attorney)

Recommendations: That the City Council:

1. Introduce Ordinance No. 908. An Ordinance of the City Council of the City of Moreno Valley, California, Revising Title 11 (Peace, Morals and Safety) of the Moreno Valley Municipal Code By Repealing Chapter 11.06 in its Entirety, and Adding Chapters 11.95 and 11.96 in Response to New State Laws.
2. That the City Council request the Planning Commission make its report and recommendation to the City Council concerning adoption of an ordinance revising the City's Zoning Ordinance by amending Sections 9.02.020, 9.02.130 and 9.15.030 of Title 9 (Planning and Zoning), which relate to the use of the term "massage parlor" and "massage establishment."

I.2. ORDINANCES - 2ND READING AND ADOPTION - NONE

I.3. ORDINANCES - URGENCY ORDINANCES

- I.3.1. URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY REVISING TITLE 11 (PEACE, MORALS AND SAFETY) OF THE MORENO VALLEY MUNICIPAL CODE BY REPEALING CHAPTER 11.06 IN ITS ENTIRETY, AND ADDING CHAPTERS 11.95 AND 11.96 IN RESPONSE TO NEW STATE LAWS (Report of: City Attorney)

Recommendations: That the City Council:

1. Adopt Urgency Ordinance No. 909. An Urgency Ordinance of the City Council of the City of Moreno Valley, California, Revising Title 11 (Peace, Morals and Safety) of the Moreno Valley Municipal Code by Repealing Chapter 11.06 in its Entirety, and Adding Chapters 11.95 and 11.96 in Response to New State Laws.
2. That the City Council request the Planning Commission make its report and recommendation to the City Council concerning adoption of an ordinance revising the City's Zoning Ordinance by amending Sections 9.02.020, 9.02.130 and 9.15.030 of Title 9 (Planning and Zoning), which relate to the use of the term "massage parlor" and "massage establishment."

I.4. RESOLUTIONS - NONE

CLOSING COMMENTS AND/OR REPORTS OF THE CITY COUNCIL, COMMUNITY SERVICES DISTRICT, CITY AS SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY OR HOUSING AUTHORITY

PUBLIC INSPECTION

The contents of the agenda packet are available for public inspection on the City's

website at www.moval.org and in the City Clerk's office at 14177 Frederick Street during normal business hours.

Any written information related to an open session agenda item that is known by the City to have been distributed to all or a majority of the City Council less than 72 hours prior to this meeting will be made available for public inspection on the City's website at www.moval.org and in the City Clerk's office at 14177 Frederick Street during normal business hours.

ADJOURNMENT

CERTIFICATION

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, certify that 72 hours prior to this Regular Meeting, the City Council Agenda was posted on the City's website at: www.moval.org and in the following three public places pursuant to City of Moreno Valley Resolution No. 2007-40:

City Hall, City of Moreno Valley
14177 Frederick Street

Moreno Valley Library
25480 Alessandro Boulevard

Moreno Valley Senior/Community Center
25075 Fir Avenue

Jane Halstead, CMC,
City Clerk

Date Posted:

**MINUTES
JOINT MEETING OF THE
CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY AS SUCCESSOR AGENCY FOR THE
COMMUNITY REDEVELOPMENT AGENCY OF THE
CITY OF MORENO VALLEY
MORENO VALLEY HOUSING AUTHORITY
BOARD OF LIBRARY TRUSTEES**

**REGULAR MEETING – 6:00 PM
November 10, 2015**

CALL TO ORDER

The Joint Meeting of the City Council, Community Services District, City as Successor Agency for the Community Redevelopment Agency, Housing Authority and the Board of Library Trustees was called to order at 6:04 p.m. by Mayor Molina in the Council Chamber located at 14177 Frederick Street.-

Mayor Molina announced that the City Council receives a separate stipend for CSD meetings.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Molina.

INVOCATION

The invocation was given by Bishop Theron Lyon, The Church of Jesus Christ of Latter-day Saints.

ROLL CALL

Council:	Jesse L. Molina	Mayor
	Dr. Yxstian A. Gutierrez	Mayor Pro Tem
	Jeffrey J. Giba	Council Member
	D. LaDonna Jempson	Council Member
	George E. Price	Council Member

INTRODUCTIONS

Staff:	Michelle Dawson	City Manager
	Steve Quintanilla	Interim City Attorney
	Jane Halstead	City Clerk
	Richard Teichert	Chief Financial Officer
	Thomas M. DeSantis	Assistant City Manager
	Ahmad Ansari	Public Works Director/City Engineer
	Joel Ontiveros	Police Chief

Minutes Acceptance: Minutes of Nov 10, 2015 6:00 PM (CONSENT CALENDAR-CITY COUNCIL)

Abdul Ahmad
 Chris Paxton
 Betsy Adams
 Mike Lee
 Allen Brock

Fire Chief
 Administrative Services Director
 Parks & Community Services Director
 Economic Development Director
 Community Development Director

PUBLIC COMMENTS ON ANY SUBJECT NOT ON THE AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL

Public Comments were given by the following individuals:

Eduardo Gomez

1. World Logistic Center

City-Wide Coalition

1. Non-profit group

Rafael Brugueras

1. Attended Moreno Valley School Board Meeting
2. Crossing guards on future Study Session

Robert Harris

1. Thanked the City Council for approving World Logistic Center

Robert Perez

1. Re-dedication of Adrienne Mitchell Park
2. Outreach for students

Guy Zazzaro

1. El Nino
2. Purchase of vacant lot

Bob Palomarez

1. Thanked City Council and Staff

Santiago Hernandez

1. Congratulations on passing the World Logistic Center
2. Great future for the City.

Ray Arroya

1. Freedom

Milly B.

1. Re-dedication event

Louise Palomarez

1. Moreno Valley School Board
2. City going in a positive direction

JOINT CONSENT CALENDARS (SECTIONS A-D)

Motion to approve the Consent Calendars Items A.1 through D.2.

Mayor Molina opened the agenda item for public comments, which were received from Christopher Baca (A.9, A.10, and A.11), Louise Palomarez (A.7), and Roy Bleckert.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Jesse L. Molina, Mayor
SECONDER:	Dr. Yxstian A. Gutierrez, Mayor Pro Tem
AYES:	Molina, Gutierrez, Giba, Jempson, Price

A. CONSENT CALENDAR-CITY COUNCIL

- A.1. ORDINANCES - READING BY TITLE ONLY - THE MOTION TO ADOPT AN ORDINANCE LISTED ON THE CONSENT CALENDAR INCLUDES WAIVER OF FULL READING OF THE ORDINANCE.

Recommendation: Waive reading of all Ordinances.

- A.2. City Council - Regular Meeting - Oct 27, 2015 6:00 PM

Recommendation: Approve as submitted.

- A.3. CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES (Report of: City Clerk)

Recommendation:

1. Receive and file the Reports on Reimbursable Activities for the period of October 21 – November 3, 2015.

- A.4. LIST OF PERSONNEL CHANGES (Report of: Administrative Services)

Recommendation:

1. Ratify the list of personnel changes as described.

- A.5. APPROVAL OF RESOLUTION FOR PARTICIPATION WITH THE COUNTY OF RIVERSIDE MORTGAGE CREDIT CERTIFICATE (MCC) PROGRAM (Report of: Financial & Management Services)

Recommendation:

1. Adopt Resolution No. 2015-73. A Resolution of the City Council of the City of Moreno Valley, California, participating with the County of Riverside Mortgage Credit Certificate (MCC) Program.

- A.6. APPROVAL OF CONSENT AND AGREEMENT, NON-DISTURBANCE AND ATTORNMEN T AGREEMENT, AND INTER-CREDITOR AND SUBORDINATION AGREEMENT AMONG SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY (SCPPA), POWER AND WATER RESOURCES POOLING AUTHORITY (PWRPA), AND THE CITIES OF LODI, CORONA, MORENO VALLEY, AND RANCHO CUCAMONGA (COLLECTIVELY, THE CONTRACTING PARTIES), AND RE ASTORIA 2 LLC (PROJECT COMPANY), DEUTSCHE BANK TRUST COMPANY AMERICAS (COLLATERAL AGENT) AND EFS RENEWABLES HOLDINGS, LLC (CLASS A MEMBER) (Report of: Financial & Management Services)

Recommendations:

1. Approve the Consent and Agreement, Non-Disturbance and Attornment Agreement, and Inter-Creditor and Subordination Agreement among SCPPA, PWRPA, City of Lodi, City of Corona, City of Moreno Valley, and City of Rancho Cucamonga and RE Astoria 2 LLC, Deutsche Bank Trust Company Americas, and EFS Renewable Holdings, LLC to finance construction of the Astoria 2 Solar Project.
2. Authorize the City Manager to execute all Agreements on behalf of the City upon City Attorney concurrence and approval.

- A.7. APPROVAL OF AN APPROPRIATION OF \$98,000 FOR THE PURCHASE OF SECURITY CAMERAS, STORAGE, AND TRANSMISSION EQUIPMENT FOR THE CITY CORPORATE YARD (Report of: Public Works)

Recommendation:

1. Staff recommends that the City Council approve an appropriation of \$98,000 and the related budget adjustments for the purchase of security cameras, storage, and transmission equipment for the City Corporate Yard.

- A.8. RECEIPT OF QUARTERLY INVESTMENT REPORT FOR THE QUARTER ENDED SEPTEMBER 30, 2015 (Report of: Financial & Management Services)

Recommendation:

1. Receive and file the Quarterly Investment Report for quarter ended September 30, 2015, in compliance with the City's Investment Policy.

- A.9. APPROVAL OF OPERATING AND CAPITAL CARRYOVERS FROM FISCAL YEAR 2014/15 (Report of: Financial & Management Services)

Recommendation:

1. Adopt Resolution No. 2015-74. A Resolution of the City Council of the City of Moreno Valley, California, adopting the revised operating and capital budgets for fiscal year 2015/16.

- A.10. LEGISLATIVE ADVOCACY PLATFORM (Report of: City Manager)

Recommendation:

1. Approve the proposed City Legislative Platform for 2016.

- A.11. APPROVE INTEGRATED RESOURCE PLAN UPDATE FOR MORENO VALLEY UTILITY (MVU) FOR FISCAL YEAR 2015/2016 (Report of: Financial & Management Services)

Recommendation:

1. Approve the Fiscal Year 2015/2016 update to Moreno Valley Utility's Integrated Resource Plan.

- A.12. APPROVE THE FOURTH AMENDMENT TO AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES WITH AECOM TECHNICAL ENGINEERING FOR THE PERRIS BOULEVARD WIDENING FROM IRONWOOD AVENUE TO MANZANITA AVENUE PROJECT NO. 801 0024 70 77 (Report of: Public Works)

Recommendations:

1. Approve the appropriation of \$186,000 from the unencumbered TUMF Capital Projects fund balance to the Perris Boulevard Widening from Ironwood Avenue to Manzanita Avenue project.
2. Approve the Fourth Amendment to Agreement for Professional Consultant Services with AECOM Technical Services, Inc. (AECOM),

901 Via Piemonte, 5th Floor, Ontario, CA 91764 to provide additional construction support, technical engineering, and project closeout services to the Capital Projects Division of the Public Works Department for the Perris Boulevard Widening from Ironwood Avenue to Manzanita Avenue.

3. Authorize the City Manager to execute the Fourth Amendment to Agreement for Professional Consultant Services with AECOM.
4. Authorize a Change Order to increase the existing Purchase Order with AECOM for the amount of \$55,096 when the Fourth Amendment has been signed by all parties.

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

- B.1. ORDINANCES - READING BY TITLE ONLY - THE MOTION TO ADOPT AN ORDINANCE LISTED ON THE CONSENT CALENDAR INCLUDES WAIVER OF FULL READING OF THE ORDINANCE.

Recommendation: Waive reading of all Ordinances.

- B.2. MINUTES - REGULAR MEETING OF OCTOBER 27, 2015 (See A.2)

Recommendation: Approve as submitted.

- B.3. APPROVAL OF OPERATING AND CAPITAL CARRYOVERS FROM FISCAL YEAR 2014/15 (Report of: Financial & Management Services)

Recommendation:

1. Adopt Resolution No. CSD 2015-33. A resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, adopting the revised operating and capital budgets for fiscal year 2015/16.

C. CONSENT CALENDAR - HOUSING AUTHORITY

- C.1. ORDINANCES - READING BY TITLE ONLY - THE MOTION TO ADOPT AN ORDINANCE LISTED ON THE CONSENT CALENDAR INCLUDES WAIVER OF FULL READING OF THE ORDINANCE.

Recommendation: Waive reading of all Ordinances.

- C.2. MINUTES - REGULAR MEETING OF OCTOBER 27, 2015 (See A.2)

Recommendation: Approve as submitted.

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

D.1. ORDINANCES - READING BY TITLE ONLY - THE MOTION TO ADOPT AN ORDINANCE LISTED ON THE CONSENT CALENDAR INCLUDES WAIVER OF FULL READING OF THE ORDINANCE.

Recommendation: Waive reading of all Ordinances.

D.2. MINUTES - REGULAR MEETING OF OCTOBER 27, 2015 (See A.2)

Recommendation: Approve as submitted.

E. PUBLIC HEARINGS

E.1. A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S OCTOBER 24, 2013, APPROVAL OF PA13-0002, TENTATIVE PARCEL MAP 36522, TO COMBINE 5 LOTS INTO ONE 9.5 ACRE PARCEL AND P12-051 A MASTER SITE PLAN AND AMENDED CONDITIONAL USE PERMIT FOR THE FUTURE PHASED BUILDOUT OF THE ST. CHRISTOPHER CHURCH FACILITY LOCATED ON THE SOUTHEAST CORNER OF PERRIS BOULEVARD AT COTTONWOOD AVENUE. THE APPELLANT IS ROY BLECKERT. (Report of: Community Development)

Recommendations: That the City Council:

1. Grant the request that the public hearing on this project be continued to the December 15, 2015, City Council meeting. The Appellant and Applicant attended a City facilitated mediation session with an outside neutral third party mediator. No formal resolution was reached through the mediation. City Staff is requesting, with both parties in agreement, a continuance of the public hearing to the December 15, 2015 meeting.

Motion to continue the item to December 1, 2015.

RESULT:	CONTINUED [3 TO 0]
MOVER:	George E. Price, Council Member
SECONDER:	D. LaDonna Jempson, Council Member
AYES:	Dr. Yxstian A. Gutierrez, D. LaDonna Jempson, George E. Price
RECUSED:	Jesse L. Molina, Jeffrey J. Giba

E.2. PUBLIC HEARING FOR THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM MAIL BALLOT PROCEEDINGS (Report of: Public Works)

Mayor Molina opened the agenda item for public comments; there being none, public comments were closed.

Recommendations: That the City Council:

Minutes Acceptance: Minutes of Nov 10, 2015 6:00 PM (CONSENT CALENDAR-CITY COUNCIL)

1. Conduct the Public Hearing and accept public testimony regarding the mail ballot proceedings for 1) Villa Camille, LP (PA14-0042 - 112-Unit Apartment Complex - southeast corner of Eucalyptus Ave. and Edgemont St.), 2) Les Schwab Tires (PA14-0061 - east side of Perris Blvd., north of Fir Ave.), 3) Exclusive Towing (PA11-0043 - north side of San Michele Rd., west of Perris Blvd.), 4) FR Cal Moreno Valley (P14-084 - Nandina Building A - southeast of Heacock St. and San Michele Rd.), and 5) Tentative Tract 31592 (P13-078 - east of Perris Blvd., north of Manzanita Ave.) for approval of the applicable National Pollutant Discharge Elimination System (NPDES) maximum regulatory rate to be applied to the property tax bill.
2. Direct the City Clerk to count the returned NPDES ballots.
3. Verify and accept the results of the mail ballot proceedings as maintained by the City Clerk on the Official Tally Sheet.
4. Receive and file the Official Tally Sheet with the City Clerk's office.
5. If approved, authorize and impose the applicable NPDES maximum regulatory rate to the Assessor's Parcel Numbers mentioned in this report.

Item E.2 was moved out of order and heard after item G.4.

Motion to Direct the City Clerk to count the returned NPDES ballots

RESULT:	APPROVED [UNANIMOUS]
MOVER:	George E. Price, Council Member
SECONDER:	Jeffrey J. Giba, Council Member
AYES:	Molina, Gutierrez, Giba, Jempson, Price

The Secretary announced the results as follows:

National Pollutant Discharge Elimination System (NPDES)
Maximum Residential Regulatory Rate
Assessor's Parcel Numbers (APNs) 474-490-024, 474-090-025 and 474-040-032
Total Number of valid ballots: 1, "Yes" votes - 1; "No" vote - 0; Invalid - 0; Passed

National Pollutant Discharge Elimination System (NPDES)
Maximum Commercial/Industrial Regulatory Rate
Assessor's Parcel Number (APN) 316-180-014
Total Number of Valid Ballots: 1, "Yes" votes - 1; "No" vote - 0; Invalid-0; Passed

National Pollutant Discharge Elimination System (NPDES)
Maximum Commercial/Industrial Regulatory Rate

Minutes Acceptance: Minutes of Nov 10, 2015 6:00 PM (CONSENT CALENDAR-CITY COUNCIL)

Assessor's Parcel Number (APN) 316-190-018
Total Number of Valid Ballots: 1, "Yes" votes - 1; "No" vote - 0; Invalid - 0; Passed

National Pollutant Discharge Elimination System (NPDES)
Maximum Commercial/Industrial Regulatory Rate
Assessor's Parcel Number (APN) 479-040-006
Total Number of Valid Ballots: 1, "Yes" votes - 1; "No" vote - 0; Invalid - 0; Passed

National Pollutant Discharge Elimination System (NPDES)
Maximum Commercial/Industrial Regulatory Rate
Assessor's Parcel Numbers (APNs) 263-120-020 and 263-120-025
Total Number of Valid Ballots: 1, "Yes" votes - 1; "No" vote - 0; Invalid - 0; Passed

Motion to approve Staff's Recommendation Nos. 3, 4, & 5.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	George E. Price, Council Member
SECONDER:	Jeffrey J. Giba, Council Member
AYES:	Molina, Gutierrez, Giba, Jempson, Price

F. ITEMS REMOVED FROM CONSENT CALENDARS FOR DISCUSSION OR SEPARATE ACTION (NONE)

G. REPORTS

G.1. CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES

(Informational Oral Presentation - not for Council action)

March Joint Powers Commission (JPC)

Council Member Giba provided an update from the November 4, 2015 March Joint Powers Commission meeting.

The Commission approved the employment agreement with Danielle Wheeler as the new Executive Director, to be effective December 31st.

Assembly Member Jose Medina provided an update on activities at the state government level.

The Commission conducted a Public Hearing and approved a 75-year lease for 3.2 acres for the U.S. Vets project, enabling them to construct the first phase of their project - permanent housing for approximately 200 homeless or at risk veterans and their families.

Riverside County Habitat Conservation Agency (RCHCA)

Council Member Price reported that the agency has not met.

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Riverside County Transportation Commission (RCTC)

Mayor Molina reported that the agency had not met.

Riverside Transit Agency (RTA)

Mayor Molina reported that the agency had not met.

Western Riverside Council of Governments (WRCOG)

Council Member Giba reported on Western Riverside Council of Governments (WRCOG)

Western Riverside Active Transportation Plan

With a grant from Caltrans, over the next two years, WRCOG will be developing an updated sub regional Active Transportation Plan. The prior Plan was completed in 2010. Focuses of the new Plan will be:

- Improving safety
- Emphasize positive health impacts of active transportation
- Consider how “Safe Routes to Schools” efforts fit into the larger network.

HERO Program

Seven more communities were accepted into the California HERO Program in October. The statewide program, administered by WRCOG, is growing steadily and now includes 279 cities and counties.

Statewide, nearly 34,000 projects for renewable energy, energy efficiency, and water conservation improvements to homes have been completed.

It is anticipated that the Program will reach the \$1 billion mark in total funded projects during the month of November.

Riverside County Habitat Conservation Agency (RCHCA) transition to WRCOG

The Executive Committee is developing documents and agreements for the WRCOG to assume administrative and management oversight of the Riverside County Habitat Conservation Agency. The transition should be completed by the end of the year and is expected to result in cost savings and increased administrative efficiencies.

The RCHCA is a Joint Powers Authority (JPA), and is responsible for the acquisition, administration, operation, maintenance of land and facilities for ecosystem conservation and habitat reserves for Stephens Kangaroo Rat.

2nd Annual Holiday LED Light Exchange

WRCOG is hosting the 2nd Annual Holiday LED Light Exchange in the cities of Calimesa, Eastvale, Hemet, Temecula and Perris. Moreno Valley Residents CAN participate as long as they are SCE residential customers. Participants must bring up to two *inefficient* incandescent holiday light strands, a copy of a SCE monthly bill, and a photo ID to receive up to two new strands of *efficient* LED lighting. Visit the WRCOG website for specific information on dates and times, which will be during the last week of November and first week of December.

Western Riverside County Regional Conservation Authority (RCA)

Council Member Jempson reported that the agency meets the first Monday in December. Council Member Jempson questioned why RCHC would become part of WRCOG.

School District/City Joint Task Force

Mayor Pro Tem Dr. Gutierrez reported that no meeting had been held.

Southern California Association of Governments (SCAG)

Council Member Giba reported on SCAG, invited the public to attend the meeting, which is held the first Thursday of the month. He takes the train from San Bernardino to Los Angeles. It is an open public meeting and the cost is \$26.50 on the train.

G.2. EMERGING LEADERS COUNCIL ANNUAL REPORT (ORAL PRESENTATION) (Report of: City Clerk)

Student Mayor Gisselle Tapia gave the annual report of the Emerging Leaders Council.

G.3. ADOPTION OF RESOLUTIONS APPROVING THE ISSUANCE BY THE MORENO VALLEY PUBLIC FINANCING AUTHORITY OF NOT TO EXCEED \$11,000,000 AGGREGATE PRINCIPAL AMOUNT OF LEASE REVENUE BONDS, SERIES 2015 TO FINANCE CERTAIN CAPITAL IMPROVEMENTS; APPROVING THE FORMS OF A MASTER TRUST AGREEMENT,

AUTHORIZING EXECUTION AND DELIVERY OF A MASTER FACILITIES LEASE, A MASTER FACILITIES SUBLEASE AND A BOND PURCHASE AGREEMENT; APPROVING FORM OF OFFICIAL STATEMENT; AND AUTHORIZING EXECUTION OF DOCUMENTS AND THE TAKING OF ALL NECESSARY ACTIONS RELATING TO THE FINANCING WITH THE MORENO VALLEY PUBLIC FINANCING AUTHORITY (ITEM WAS TABLED TO A DATE UNCERTAIN ON JULY 14, 2015) (Report of: Financial & Management Services)

Mayor Molina opened the agenda item for public comments, which were received from Roy Bleckert, Pete Bleckert, Chris Baca and Louise Palomarez.

Recommendations: That the City Council:

1. Adopt Resolution No. 2015-55. A Resolution of the City Council of the City of Moreno Valley Approving the Issuance by the Moreno Valley Public Financing Authority of Not to Exceed \$11,000,000 Aggregate Principal Amount of Lease Revenue Bonds, Series 2015 to Finance Certain Capital Improvements; Authorizing Execution and Delivery of a Master Facilities Lease, a Master Facilities Sublease and a Bond Purchase Agreement; Approving Form of Official Statement; and Authorizing Execution of Documents and the Taking of All Necessary Actions Relating to the Financing with the Moreno Valley Public Financing Authority.
2. Adopt Resolution No. MVPFA 2015-01. A Resolution Authorizing the Issuance and Sale of Lease Revenue Bonds to Finance Certain Capital Facilities; Approving the Forms of a Master Trust Agreement, a Master Facilities Lease, a Master Facilities Sublease and a Bond Purchase Agreement; Approving an Official Statement Describing Said Bonds; and Authorizing Execution of Documents and the Taking of All Necessary Actions Relating to the Issuance of the Bond.
3. Approve the budget amendment detailed in the fiscal impact section of this report, including authorizing the receipt and expenditure of the debt proceeds and the project funds; and directing and authorizing staff to repay the General Fund from Moreno Valley Public Utility for the purchase of land (\$489,000).

Motion to approve Staff's Recommendation No. 1.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Jeffrey J. Giba, Council Member
SECONDER:	D. LaDonna Jempson, Council Member
AYES:	Molina, Gutierrez, Giba, Jempson, Price

Motion to approve Staff's Recommendation No. 2.

Minutes Acceptance: Minutes of Nov 10, 2015 6:00 PM (CONSENT CALENDAR-CITY COUNCIL)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	George E. Price, Council Member
SECONDER:	Dr. Yxstian A. Gutierrez, Mayor Pro Tem
AYES:	Molina, Gutierrez, Giba, Jempson, Price

Motion to approve Staff's Recommendation No. 3.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Jeffrey J. Giba, Council Member
SECONDER:	D. LaDonna Jempson, Council Member
AYES:	Molina, Gutierrez, Giba, Jempson, Price

G.4. APPOINTMENT TO THE ARTS COMMISSION - TEENAGE MEMBER
(Report of: City Clerk)

Mayor Molina opened the agenda item for public comments; there being none, public comments were closed.

Recommendations: That the City Council:

1. Appoint Ian McPherson to the Arts Commission as a teenage member with a term expiring three years after the effective date of appointment, or until high school graduation, whichever comes first.
2. If vacancy is not filled by a majority vote of the City Council, authorize the City Clerk to re-advertise the position as vacant and carry over the current application for reconsideration of appointment at a future date.

Item G.4 was taken out of order and heard following item G.2.

Motion to approve Staff's Recommendation No. 1.(Ian MCPerson was appointed as a teenage member with a term expiring three years after the effective date of appointment or until high school graduation, whichever comes first).

RESULT:	APPROVED [UNANIMOUS]
MOVER:	George E. Price, Council Member
SECONDER:	D. LaDonna Jempson, Council Member
AYES:	Molina, Gutierrez, Giba, Jempson, Price

G.5. CITY MANAGER'S REPORT

No Report.

G.6. CITY ATTORNEY'S REPORT

No Report.

Minutes Acceptance: Minutes of Nov 10, 2015 6:00 PM (CONSENT CALENDAR-CITY COUNCIL)

H. LEGISLATIVE ACTIONS

H.1. ORDINANCES - 1ST READING AND INTRODUCTION - NONE

H.2. ORDINANCES - 2ND READING AND ADOPTION - NONE

H.3. ORDINANCES - URGENCY ORDINANCES - NONE

H.4. RESOLUTIONS - NONE

CLOSING COMMENTS AND/OR REPORTS OF THE CITY COUNCIL, COMMUNITY SERVICES DISTRICT, CITY AS SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY OR HOUSING AUTHORITY

Council Member Giba

Reported that a financial seminar would be held on Saturday November 21, 2015 at the Recreation & Conference Center. The topic is *"Everything You Wanted to Know About Government Financing."* Please RSVP to kathyg@moval.org by November 16. It is open to the public and a free lunch is provided.

Complimented College and Career Day, students do a wonderful job.

Mayor Pro Tem Gutierrez

Thanked Emerging Leader, Student Mayor Gissella Tapia for the presentation. Meetings are held once a month on Monday.

Utility company does serve a lot of things, will bring jobs.

Had a great time with Council Member Price and Giba at the Kaiser event.

Attended the College and Career Day it was a great event.

Thanked staff for holding the California League of Cities event in Moreno Valley.

Council Member Jempson

Honored and proud the City's group hosting the League of California cities event.

Very proud of the Office of Emergency Management & Volunteer Services led by Chief Abdul, the El Nino presentation kept getting better. Senior Center presentation was great and very well attended. We are proud of our team here. She appreciates City Manager's charge. Met a lot of constituents and they are anxious to do what is being recommended. Encouraged the public to sign up for Moval/Alert so they will be notified.

Emerging Leaders Student Mayor, Gisselle Tapia did a great job. Commented on the posted memos that the students wanted more dogs and cats. Mayor Pro Tem we are

ready.

Is really happy about the City-wide Coalition.

Community resources not up-to-date; suggested information be added to the website so the residents can be informed.

Council Member Price

Re-dedication of Adrienne Mitchell Park, commented that, in 1995 he was the Park & Recreation Director, complimented Betsy Adams and staff for their hard work. Thanked resident, Donovan Saadaq.

Reported that he went to the 9th Annual Office of Education that recognized Veterans that dropped out of high school, today they presented high school diplomas. Some of the Veterans receiving their diplomas still fit in their uniforms; very emotionally and moving event. The Veterans families were there to see it. Council Member Price reflected that he wished the program was available during his father's life.

Humbled and honored to speak at the Kaiser Hospital event, to recognize the Kaiser employees that are Veterans.

The League of Cities event was a very good event.

U.S. ground breaking, March Veterans Village. Personally recognize Council Member Giba and Mayor Molina and any veterans in the public.

Mayor Molina

Mentioned that we have to reach out to other communities; need to think of ourselves as a region.

Thanked everyone and constituents that come to the meetings;

Staff has worked hard and we are all trying to get along; had an issue with homeless; needs to find a formula to take care of the homeless;

ADJOURNMENT

There being no further business the Regular Meeting was adjourned at 8:53 p.m.

Submitted by:

Jane Halstead, City Clerk, CMC

Secretary, Moreno Valley Community Services District
Secretary, City as Successor Agency for the Community Redevelopment Agency of the
City of Moreno Valley
Secretary, Moreno Valley Housing Authority
Secretary, Board of Library Trustees

Approved by:

Jesse L. Molina, Mayor
President, Moreno Valley Community Services District
Chairperson, City as Successor Agency for the Community Redevelopment Agency of
the City of Moreno Valley
Chairperson, Moreno Valley Housing Authority
Chairperson, Board of Library Trustees



Report to City Council

TO: Mayor and City Council

FROM: Betsy Adams, Parks & Community Services Director

AGENDA DATE: November 24, 2015

TITLE: BUDGET APPROPRIATION TO PROVIDE THE ROTARY CLUB OF MORENO VALLEY WITH \$1,200 FOR LIGHTING THE "M" ON BOX SPRINGS MOUNTAIN FROM DECEMBER 3, 2015 THROUGH JANUARY 3, 2016

RECOMMENDED ACTION

Recommendation:

1. Approve a General Fund budget appropriation of \$1,200 for the Rotary Club of Moreno Valley (Moreno Valley Noon Rotary Club) to light the "M" on Box Springs Mountain from December 3, 2015 through January 3, 2016.

SUMMARY

This report recommends approval of a General Fund budget appropriation of \$1,200 to provide funding for the Rotary Club of Moreno Valley (Moreno Valley Noon Rotary Club) to light the "M" on Box Springs Mountain from December 3, 2015 through January 3, 2016.

DISCUSSION

A representative of the Rotary Club of Moreno Valley (Moreno Valley Noon Rotary Club), James Baker, recently approached the City with an urgent funding request to light the "M" on Box Springs Mountain during the holiday season. The lighting of the "M" has been done through the effort of private individuals and last year became an organized activity of the Moreno Valley Noon Rotary Club.

To light the "M" on Box Springs Mountain from December 3, 2015 through January 3, 2016, the Moreno Valley Noon Rotary Club needs \$1,500. As the date this staff report was prepared, November 17, 2015, only \$300 in funding had been raised. The Club is creating a Go Fund Me campaign to provide funding for lighting the "M" which should

help with future funding needs. The \$1,200 needed now is to ensure sufficient funds are available to light the “M” this year.

Although this funding is not fully consistent with all provisions of General Management Policy 2.36: City Sponsorship (Attachment 1,) Council approval of the requested appropriation is recommended based upon the modest cost for an amenity of significant benefit to the Moreno Valley community.

ALTERNATIVES

1. Approve a General Fund budget appropriation of \$1,200 from current fund balance to provide funding to the Moreno Valley Noon Rotary Club to light the “M” on Box Springs Mountain from December 3, 2015 through January 3, 2016. *Staff recommends this alternative as it allows Council to ensure timely funding for the lighting of the “M” this year.*
2. Do not approve a General Fund budget appropriation of \$1,200. *Staff does not recommend this alternative as not approving a budget appropriation could result in the Moreno Valley Noon Rotary Club not having enough funds to light the “M” this year.*

FISCAL IMPACT

The General Fund would be the funding source for a budget appropriation because the “M” on Box Springs Mountain is located outside of the boundaries of the Community Services District (CSD) and is not an event or activity provided by the Parks and Community Services.

The General Fund budget appropriation under Alternative 1 would be as follows:

Fund	GL Account No.	Type (Rev/Exp)	FY 15/16 Budget
Gen. Fund	1010-99-99-91010-625025	Exp	\$0

NOTIFICATION

Publication of the Agenda.

PREPARATION OF STAFF REPORT

Prepared By:
Betsy Adams
Parks & Community Services Director

Department Head Approval:
Betsy Adams
Parks & Community Services Director

CITY COUNCIL GOALS

Positive Environment. Create a positive environment for the development of Moreno Valley's future.

Community Image, Neighborhood Pride and Cleanliness. Promote a sense of community pride and foster an excellent image about our City by developing and executing programs which will result in quality development, enhanced neighborhood preservation efforts, including home rehabilitation and neighborhood restoration.

ATTACHMENTS

- 1. Policy 2.36

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	11/18/15 7:34 AM
City Attorney Approval	<u>✓ Approved</u>	11/18/15 7:54 AM
City Manager Approval	<u>✓ Approved</u>	11/18/15 4:56 PM

CITY SPONSORSHIP

PURPOSE: City sponsorship is provided for the purpose of aiding eligible organizations in providing worthwhile community events by paying a portion of the costs and receiving positive publicity for the City. The purpose of this policy is to set forth criteria to be met by the applicant prior to consideration of the request for sponsorship, as well as policies and procedures to be followed by the City in acting on the request for sponsorship.

POLICY:

I. Sponsorship

The City of Moreno Valley receives numerous requests to sponsor or co-sponsor events, activities, individuals or groups. The City has limited resources available for these sponsorship opportunities. For that reason, it is the City's policy to only sponsor or co-sponsor cultural or recreational events provided to the community by non-profit organizations existing pursuant to Internal Revenue Code Section 501(c)(3) or (4) that are located within the City. Sponsorship is a discretionary act of the City that confers no legal rights in the sponsorship proceeds or assistance prior to actual delivery by the City. No organization shall receive any City sponsorship proceeds or assistance unless and until it meets all of the criteria and satisfies all of the conditions contained within this policy and said sponsorship requester has submitted a completed application packet to the satisfaction of the City Manager. Upon approval of the Sponsorship Application packet, the sponsorship request will be forwarded to the City Council for review and consideration.

II. Organization Eligibility

Criteria for organization eligibility for City sponsorship is as follows:

- A. Applicant must be organized and existing pursuant to Internal Revenue Code Section 501(c)(3) or (4).
- B. Applicant must have as its primary purpose charity, youth development, cultural enrichment, or civic improvement.
- C. Applicant must be located within the City and providing services or benefits to the community.
- D. Applicant must complete and comply with the application process.
- E. Applicant must demonstrate a need for City sponsorship.
- F. Past events by the applicant must have complied with City requirements and have been free of significant problems.
- G. Applicant must have a valid City Business License.

III. Event Eligibility

Criteria for event eligibility are as follows:

- A. Fundraising shall not be the primary purpose of the event.
- B. Cultural or recreational events only.
- C. Past similar events by the applicant must have complied with City requirements and have been free of

Approved by: City Council

9/24/02

Revised: 11/25/08

CITY SPONSORSHIP

significant problems.

- D. Open to the general public without qualification and must be widely publicized.
- E. Located within the City including the City sphere of influence March Air Reserve Base, March Joint Powers Authority property, and Box Springs Park.

IV. Sponsorship Limitations

Sponsorship proceeds or assistance shall not result in any money being actually given to or paid in behalf of the event organizer. Sponsored events will only receive a “line of credit” with the City that will allow the group to receive credits of City costs up to the designated amount of the sponsorship for the event. Eligible City costs that can be offset by the sponsorship proceeds or assistance up to the maximum amount of the sponsorship are limited to the following:

- A. Mobile stage rental. (A monetary deposit by the applicant will be required.)
- B. Facility rental. (A monetary deposit by the applicant will be required.)
- C. Light or electric pole use in City parks.
- D. City Permits.
- E. Public Safety Services.
- F. City Staff.

V. Sponsorship Amounts

The amount of sponsorship proceeds or assistance shall be determined as follows:

- A. Depending on availability of resources, the City will budget \$5,000 per fiscal year to be used for sponsorship opportunities.
- B. The maximum sponsorship for any qualified organization and event shall not exceed \$2,500 per fiscal year.
- C. The maximum amount of sponsorship shall be directly proportional to the total attendance of the public at the sponsored event as follows:
 1. 250 - 500 in attendance = \$500 per event.
 2. 501 - 750 in attendance = \$750 per event.
 3. 751 - 1,000 in attendance = \$1,000 per event.
 4. Over 1,001 in attendance = \$2,500 per event.

In no case shall the sponsorship amount exceed fifty percent (50%) of the funds raised for the event.

Approved by: City Council

9/24/02

Revised: 11/25/08

CITY SPONSORSHIP

- D. Sponsorship amounts or assistance shall not be utilized to cover the cost of insurance.

VI. Application Process

- A. Submit a completed City application (Attachment A) for sponsorship at least 90 calendar days prior to the event date. Failure to comply with this requirement shall be automatic grounds for denying sponsorship. The application shall include a detailed description or listing of the estimated funds, in-kind donations and/or other assistance the organization will receive to support the organization and/or event.
- B. A completed application means completion of the City application for sponsorship, attachment of all required additional documentation, payment of all fees, if applicable, and submission of whatever other information and/or documentation that may be requested by the City to make an informed decision.
- C. Incomplete applications shall not be eligible for City sponsorship.
- D. Applicants shall receive a copy of this policy at the time an application is made to the City.

VII. Approval

- A. A determination shall be made by the City Manager or his/her designee, within 30 calendar days after submission of an application for sponsorship as to its completeness.
- B. The City Manager shall refer the request for sponsorship to the City Council for determination. Determinations on requests for sponsorship shall be made within 30 calendar days after submission of a completed application.
- C. All decisions of the City Council regarding sponsorship shall be final.

VIII. Other Requirements

- A. Applicant must agree in writing to defend and indemnify the City, the Moreno Valley Community Services District, the Community Redevelopment Agency of the City of Moreno Valley and their officers, employees and agents from and against any and all liability and claims of liability arising out of or otherwise arising from the event.
- B. Applicant shall submit to the City at least 10 calendar days prior to the event an event implementation plan, if requested by the City. The event implementation plan shall address in detail all issues requested by the City.
- C. Applicant shall agree to list the City of Moreno Valley as an official sponsor of the event in all promotion of the event. Failure to do so shall result in termination of the sponsorship and repayment to the City the monetary value of all sponsorship proceeds or assistance delivered to the applicant or for the event.
- D. Applicant shall coordinate and work directly with the City Manager or his/her designee for use of the City name and City logo.

Approved by: City Council

9/24/02

Revised: 11/25/08

CITY SPONSORSHIP

- E. Applicant must have adequate public liability and other necessary insurance for the event as required by and in accordance with City insurance requirements or as otherwise determined necessary by the City Risk Manager.
- F. All insurance must be issued by a company authorized and licensed to do business within the State of California and has a Best's Insurance Rating of A-, VII, or better to be acceptable to the City.
- G. City, the Moreno Valley Community Services District, the Moreno Valley Community Redevelopment Agency, and their officers, employees, and agents must be named as additional insured on all policies of insurance.
- H. Applicant must provide City with insurance certificates and valid additional insured endorsements or other appropriate insurance binder 15 calendar days prior to the date of the sponsored event.
- I. Applicant shall provide the City with a detailed accounting of all expenses and funds, in-kind donations, and/or other assistance collected for the organization and/or event within 90 days following the event. Failure to provide the required information would deem the organization and/or event ineligible for City sponsorship in the future.

IX. Sponsorship Not Subject To This Policy

This policy shall not apply to events or organizations that are specifically budgeted for in the City's Annual Budget.



Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer

AGENDA DATE: November 24, 2015

TITLE: ADOPTION OF RESOLUTION NO. 2015-75 FOR THE SUMMARY VACATION OF A PORTION OF HIGHLAND AVENUE FOR APNS 473-220-004, 473-220-005, AND 473-220-074

RECOMMENDED ACTION

Recommendations:

1. Adopt Resolution No. 2015-75, a Resolution of the City Council of the City of Moreno Valley, California, Ordering the Summary Vacation of a Portion of Highland Avenue for APNs 473-220-004, 473-220-005, and 473-220-074.
2. Direct the City Clerk to certify said resolution and transmit a copy of the resolution to the County Recorder's office for recording.

SUMMARY

This report recommends adoption of a proposed resolution for the summary vacation of a portion of Highland Avenue. The portion is the westernmost 12 feet of public right-of-way on Highland Avenue fronting the following properties: APNs 473-220-004, 473-220-005, and 473-220-074.

DISCUSSION

Parcels 473-220-004, 473-220-005, and 473-220-074 are located at the northwest corner of Juniper Avenue and Highland Avenue (see attached map.) Highland Avenue consists of 90 feet of public right-of-way, 45 feet on each side from the centerline. Per the Circulation Element of the City's General Plan, Highland Avenue is classified as a collector street with the standard right-of-way width of 66 feet. The extra 12 feet on each side of Highland Avenue is considered excess right-of-way. Currently Highland

Avenue consists of asphalt concrete roadway, 12 feet on each side of the centerline. The remaining and excess right-of-way is dirt shoulder.

The owners of Parcels 473-220-004, 473-220-005, and 473-220-074 have requested that the City consider the vacation of the extra 12 feet of right of way back to the private properties for maintenance purposes. The Land Development Division staff has reviewed the owners' request for the summary vacation of the excess 12 feet right-of-way on Highland Avenue and has determined that no public improvements exist and no public money was expended for maintenance of this portion of excess right-of-way. The referenced right-of-way is unnecessary for present or prospective public use. The City Council's approval to summarily vacate this portion of Highland Avenue would abandon the City's right to said portion. There are no public or utility improvements within the excess right-of-way of Highland Avenue fronting the following properties: APNs 473-220-004, 473-220-005, and 473-220-074.

ALTERNATIVES

1. Adopt the proposed resolution, vacating a portion of Highland Avenue. *The said portion of right-of-way is no longer, nor will be in the future, useful for road or utility purposes.*
2. Do not adopt the proposed resolution, vacating a portion of Highland Avenue. *The said portions of excess right-of-way will remain as public right-of-way; however, the right-of-way is no longer, nor will be in the future, useful for road and/or public utility purposes.*

FISCAL IMPACT

There is no anticipated fiscal impact.

NOTIFICATION

Written notice of the intent to vacate a portion of Highland Avenue has been provided to the various utility companies. The public has been notified by publication of the agenda.

PREPARATION OF STAFF REPORT

Prepared By:
Henry Ngo, P.E.
Interim Engineering Division Manager

Department Head Approval:
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

Concurred By:
Eric Lewis, P.E.
Transportation Division Manager / City Traffic Engineer

CITY COUNCIL GOALS

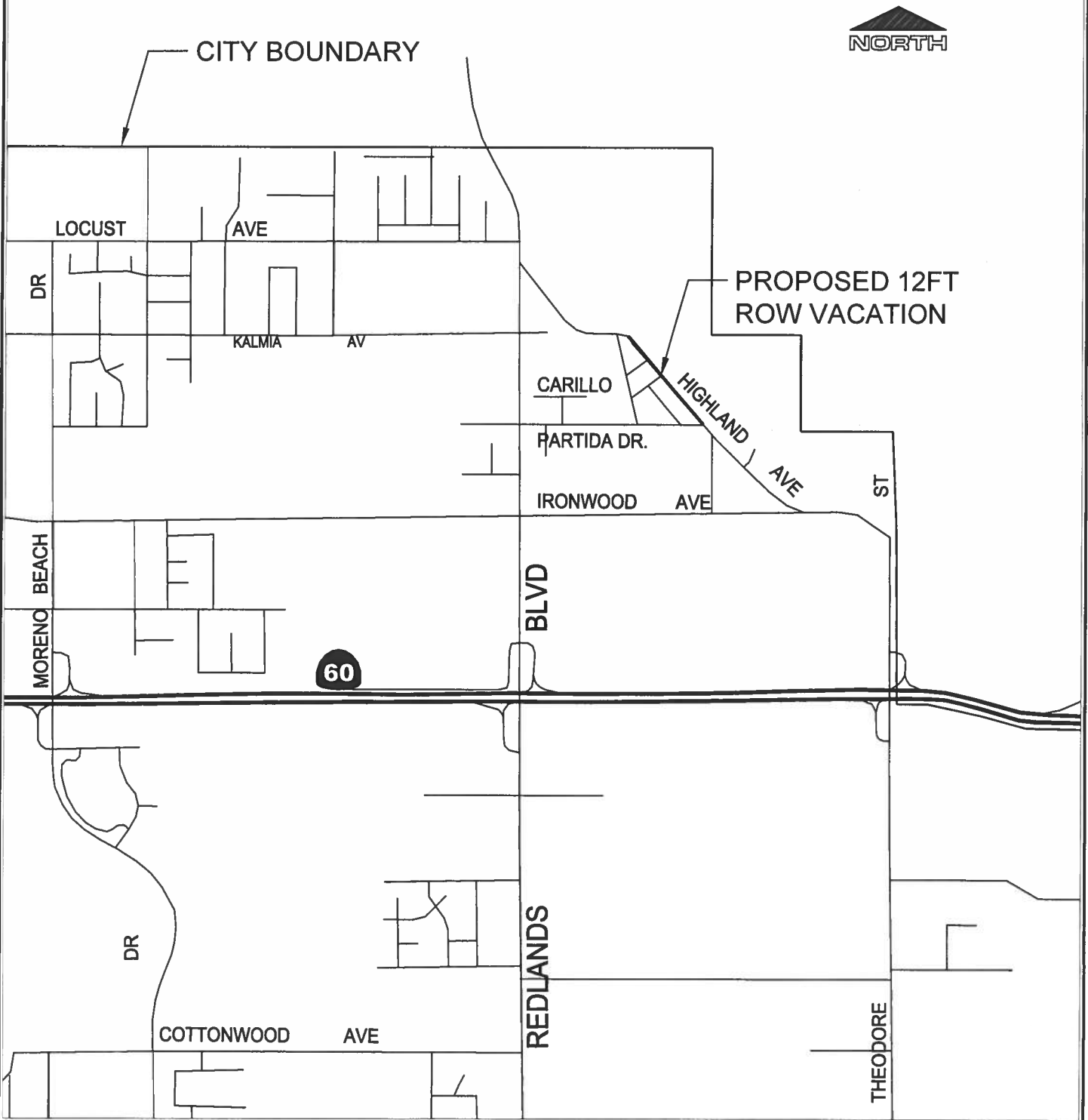
Public Facilities and Capital Projects. Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

ATTACHMENTS

- 1. Vicinity Map - Summary Vacation
- 2. Resolution 2015-75 - Summary Vacation
- 3. Exhibit A - Resolution - Summary Vacation

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	
City Attorney Approval	<u>✓ Approved</u>	11/04/15 9:20 AM
City Manager Approval	<u>✓ Approved</u>	11/11/15 2:34 PM



Public Works Department
Land Development Division

VICINITY MAP



Scale: None
Attachment 1

RIGHT OF WAY VACATION
ON HIGHLAND AVENUE
APNS 473-220-004, 005, & 074

RESOLUTION NO. 2015-75

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ORDERING THE SUMMARY VACATION OF A PORTION OF HIGHLAND AVENUE FOR APNs 473-220-004, 473-220-005, AND 473-220-074

WHEREAS, Highland Avenue have been accepted by the County of Riverside with 90 feet of public right-of-way for street and public utility purposes; and

WHEREAS, a portion of this right-of-way, the westernmost 12 feet fronting APNs 473-220-004, 473-220-005, and 473-220-074 is no longer, nor in the future will be, useful for street and public utility purposes; and

WHEREAS, no public money was expended for maintenance of right-of-way.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

Section 1

That pursuant to the provisions of Chapter 4, Part 3, of Division 9 of the Streets and Highways Code of the State of California, designated the "Public Streets, Highways and Service Easements Vacation Law," the following described portion of right-of-way is summarily vacated and abandoned:

That said portion of Highland Avenue, the westernmost 12 feet fronting APNs 473-220-004, 473-220-005, and 473-220-074, in the City of Moreno Valley, County of Riverside, State of California described in the attached Exhibits "A".

Accepting and reserving from the vacation any easement for existing public utilities and public service facilities, together with the right to maintain, operate, replace, remove or renew such facilities, pursuant to Section 8340 of the Streets and Highway Code.

Section 2

That pursuant to the provisions of Sections 831 of Title 3 and 1112 of Title 4, Part 2, Division 2 of the California Civil Code of the State of California, title to the above-described portion of Highland Avenue revert to the owners of the underlying fee thereof, free from use as an easement for street and utility purposes except as noted in Section 1.

Section 3

That the City Clerk if the City of Moreno Valley, California, shall cause a certified copy of this Resolution to be recorded in the office of the Recorder for the County of Riverside, California.

APPROVED AND ADOPTED this 24th day of November, 2015.

Mayor of the City of Moreno Valley

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Attachment: Resolution 2015-75 - Summary Vacation [Revision 3] (1758 : ADOPTION OF RESOLUTION NO. 2015-75 FOR THE SUMMARY

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2015-75 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 24th day of November, 2015 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

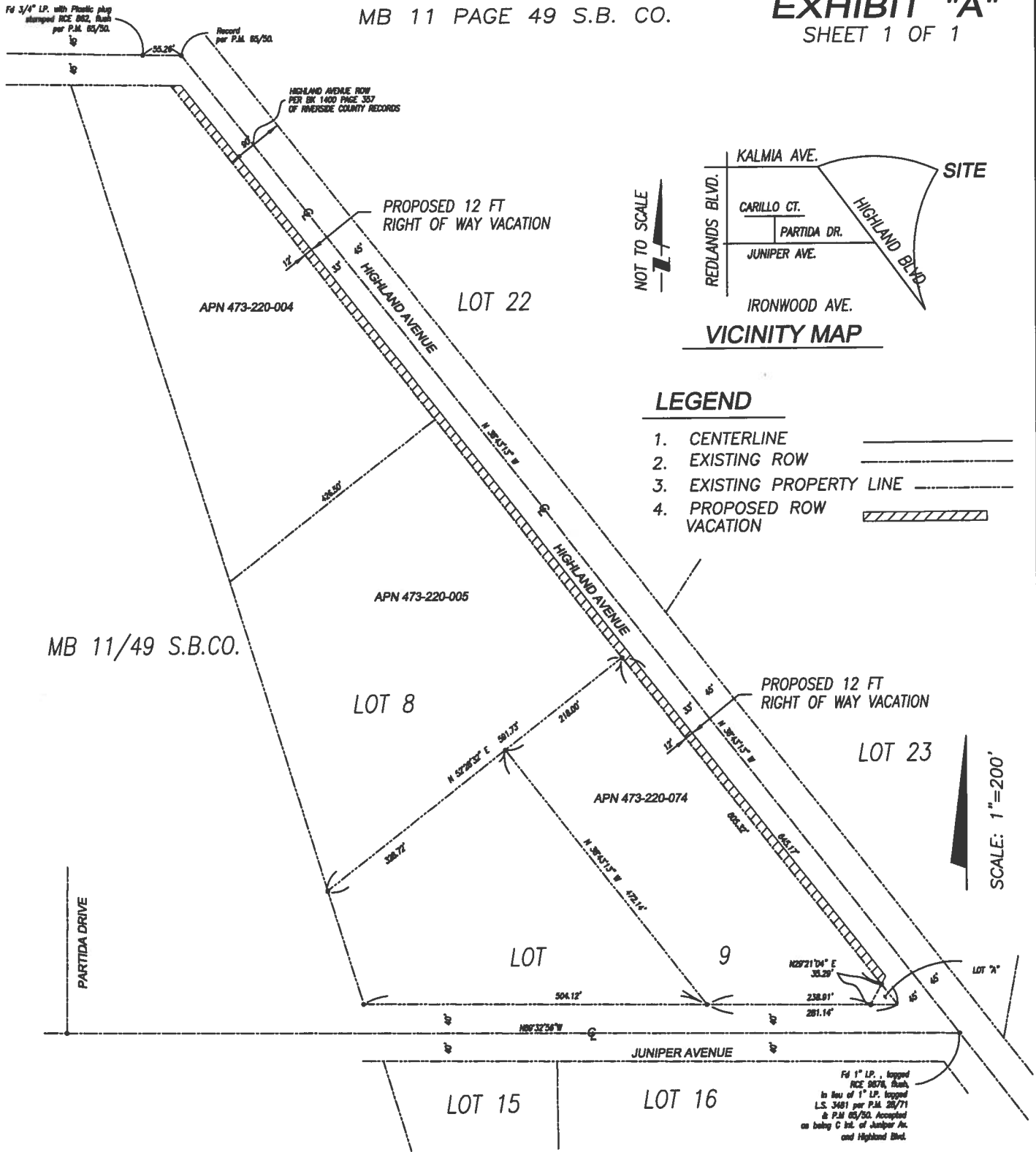
CITY CLERK

(SEAL

3
Resolution No. 2015-75
Date Adopted: November 24, 2015

CITY OF MORENO VALLEY,
 COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
 POR. SECTION 36, T.2S, R.3W, S.B.M.
 MB 11 PAGE 49 S.B. CO.

EXHIBIT "A"
 SHEET 1 OF 1



CITY OF MORENO VALLEY
 PUBLIC WORKS DEPARTMENT
 LAND DEVELOPMENT

PREPARED FOR:
 RIGHT OF WAY VACATION
HIGHLAND AVENUE
 APNS 473-220-004, 005 & 074.



Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer

AGENDA DATE: November 24, 2015

TITLE: PA09-0012 (PARCEL MAP 36162) - DECKERS DISTRIBUTION CENTER - REDUCE FAITHFUL PERFORMANCE BOND AND ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE AND ACCEPTING THOSE PORTIONS OF THE SOUTH SIDE OF GROVE VIEW ROAD BETWEEN INDIAN STREET AND PERRIS BOULEVARD ASSOCIATED WITH THIS PROJECT INTO THE CITY'S MAINTAINED STREET SYSTEM DEVELOPER - MORENO KNOX, LLC

RECOMMENDED ACTION

Recommendations:

1. Adopt Resolution No. 2015-76. A Resolution of the City Council of the City of Moreno Valley, California, Authorizing the Acceptance of the Public Improvements as Complete within Project PA09-0012 (Parcel Map 36162) and Acceptance of those Portions of the South Side of Grove View Road East of Perris Boulevard and those Portions of the West Side of Perris Boulevard South of Grove View Road Associated with this Project into the City's Maintained Street System.
2. Authorize the City Engineer to execute a 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

SUMMARY

This report recommends acceptance of the improvements associated with PA09-0012

(Parcel Map 36162) into the City's maintained street system. The project is located at the south side of Grove View Road between Indian Street and Perris Boulevard. This report also recommends authorizing the City Engineer to execute a 90% security reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% warranty portion of the Faithful Performance Bond in one year, subject to completion of any defective work during this period.

DISCUSSION

On September 25, 2012, the City Council approved project PA09-0012 (Parcel Map 36162) for the development of a 1,616,133 square foot warehouse distribution building on approximately 80 acres. Subsequent to the plot plan approval, on November 18, 2013, a phasing plan (P13-098) was administratively approved for the construction of the warehouse building in two phases. Phase 1 consists of an 800,000 square foot building on the eastern portion of the project site. The project is located at the south side of Grove View Road between Indian Street and Perris Boulevard and was approved with a condition requiring construction of certain public improvements. The public improvements included traffic signal modifications, asphalt grind and overly, median installation, curb, gutter, sidewalk, street lights, storm drain, catch basins, striping, signage, water, sewer, undergrounding of overhead utilities and relocation of power poles. Those improvements which are pertinent to City-maintained facilities received on-going inspection during the construction process. Upon completion of the improvements, Public Works Department/Land Development performed an inspection and confirmed that the improvements are now eligible for acceptance into the City's maintained street system.

In accordance with the Streets and Highway Code, the method for acceptance of improvements, per Section 1806, (a), and (b), is by action of the governing body ("City Council"), by resolution. It is therefore appropriate to accept those improvements into the City's maintained street system and to provide a 90% reduction to the Faithful Performance Bond of \$1,270,500 issued by Westchester Fire Insurance Company. Ninety days after City Council approves the Faithful Performance Bond reduction, the Material and Labor Bond will be exonerated by the City Engineer provided there are no stop notices or liens on file with the City Clerk. The remaining 10% of the bond will be held for the one-year guarantee and warranty period. At the end of the guarantee and warranty period the bond will be released by the City Engineer subject to completion of any defective work that may have appeared during this period.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this Staff Report. *This alternative will allow the City to be in compliance with the Streets and Highways Code Section 1806 (a) and (b) in becoming a public street or road. Accepting them into the city street system results in City maintenance as public streets.*

2. Do not approve and authorize the recommended actions as presented in this Staff Report. *This alternative will not allow the streets, per the Streets and Highways Code Section 1806 (a) and (b), to become a street or road for public use, and the City would not be able to maintain the streets and roads as public infrastructure to meet City Council's Goals.*

FISCAL IMPACT

The acceptance of these street improvements into the City's maintained street system will create an additional fiscal impact to the street maintenance program of the City Fund 2000-Gas Tax, Fund 2001-Measure "A", Fund 2007-Storm Water Maintenance and Fund 5110-Arterial and Intersection Street Lighting. Fund 2000 is restricted to the construction and maintenance of streets and roadways. Fund 2001 is restricted for transportation projects only for the purposes of construction, maintenance and operation of streets and roadways. Although this project did not construct additional lanes, street lights were installed along the project frontage.

The street section includes 11 additional street lights with an estimated annual operating cost of \$250 each. The parcels associated with this project are part of Community Services District (CSD) Zone C and pay \$9.00 per parcel on its annual property tax bill. This project was entitled and construction began prior to the formation of Community Facilities District No. 2014-01 (Maintenance Services). As a result, the street lights are funded through CSD Zone C. The General Fund currently offsets the revenue necessary to fund the operations of CSD Zone C.

NOTIFICATION

Publication of agenda.

PREPARATION OF STAFF REPORT

Prepared By:
Zara Terrell
Management Analyst

Concurred By:
Vince Giron
Associate Engineer

Department Head Approval:
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

Concurred By:
Henry Ngo, P.E.
Interim Engineering Division Manager

CITY COUNCIL GOALS

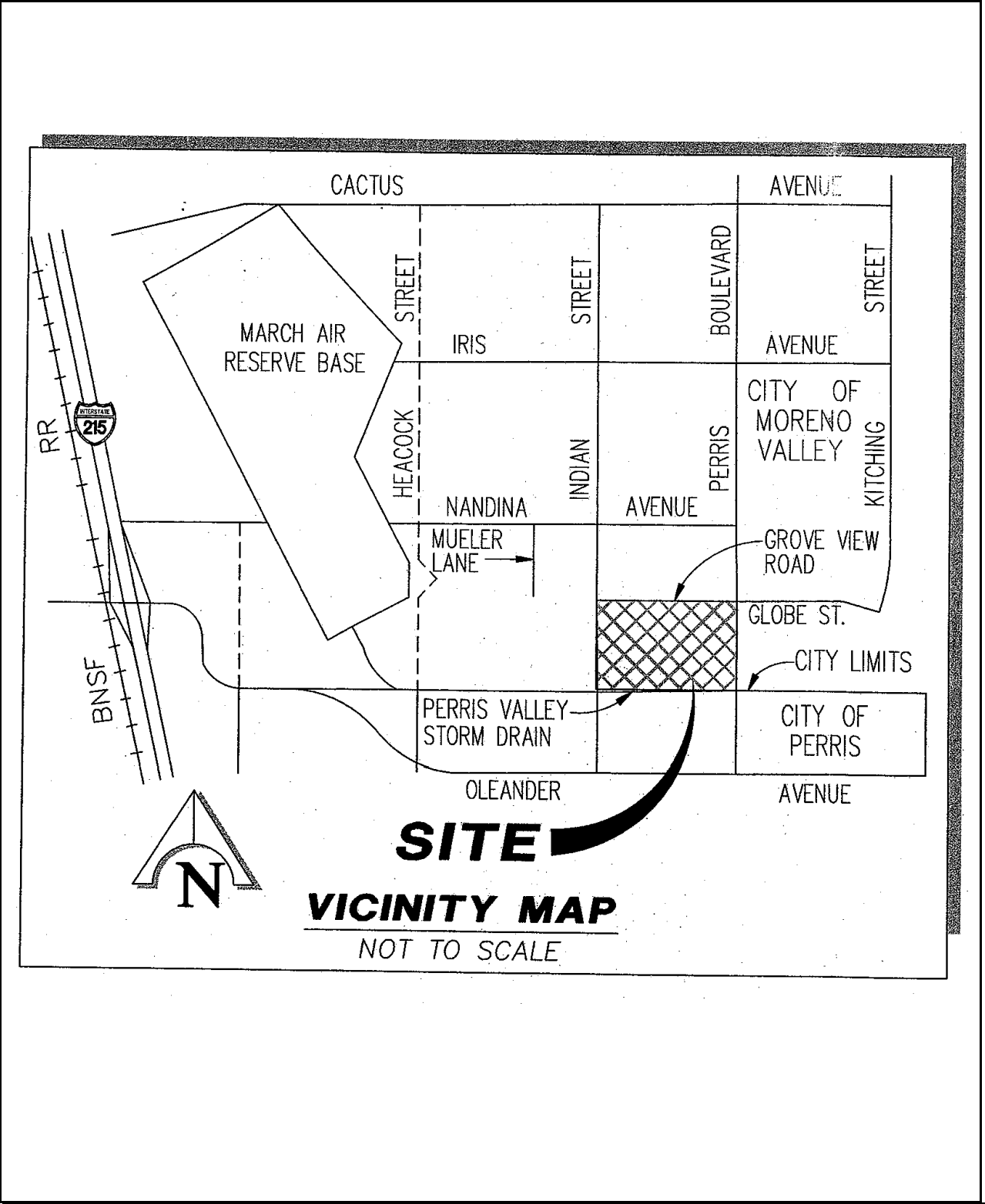
Public Facilities and Capital Projects. Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

ATTACHMENTS

1. Vicinity Map - PA09-0012 (PM 36162)
2. Resolution 2015-76 - PA09-0012 (PM 36162)

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	
City Attorney Approval	<u>✓ Approved</u>	11/04/15 12:52 PM
City Manager Approval	<u>✓ Approved</u>	11/17/15 6:28 AM



CITY OF MORENO VALLEY
 PUBLIC WORKS DEPARTMENT - LAND DEVELOPMENT
 Attachment 1

PA09-0012 (PM 36162)
 Phase I

W:\LandDev\MANAGEMENT ASSISTANT\Staff Reports\Vicinity Map format surround - Portrait.doc

Attachment: Vicinity Map - PA09-0012 (PM 36162) (1749 : PA09-0012 (PARCEL MAP 36162) - DECKERS DISTRIBUTION CENTER)

RESOLUTION NO. 2015-76

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AUTHORIZING THE ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE WITHIN PROJECT PA09-0012 (PARCEL MAP 36162) AND ACCEPTANCE OF THOSE PORTIONS OF THE SOUTH SIDE OF GROVE VIEW ROAD EAST OF PERRIS BOULEVARD AND THOSE PORTIONS OF THE WEST SIDE OF PERRIS BOULEVARD SOUTH OF GROVE VIEW ROAD ASSOCIATED WITH THIS PROJECT INTO THE CITY'S MAINTAINED SYSTEM

WHEREAS, the City Engineer has determined that the public improvements constructed by Moreno Knox, LLC on those portions of the South Side of Grove View Road between Indian Street and Perris Boulevard associated with this project were constructed according to the approved plans on file with the City of Moreno Valley; and

WHEREAS, the City Engineer has determined that those improvements were inspected during construction and were completed in an acceptable manner; and

WHEREAS, the City Engineer has requested that the City Council authorize the acceptance of said public improvements as complete within project PA09-0012 (Parcel Map 36162) and acceptance of those portions of the South Side of Grove View Road east of Perris Boulevard and those portions of the west side of Perris Boulevard south of Grove View Road associated with this project into the City's maintained street system; and

WHEREAS, it is in accordance with Streets and Highway Code, Section 1806, (a) and (b), for City Council to perform this action by resolution;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS: that the public improvements within PA09-0012 (Parcel Map 36162) are complete, and those portions of the South Side of Grove View Road east of Perris Boulevard and those portions of the west side of Perris Boulevard south of Grove View Road associated with this project are accepted into the City's maintained street system.

1
Resolution No. 2015-76
Date Adopted: November 24, 2015

APPROVED AND ADOPTED this 24th day of November, 2015.

Mayor of the City of Moreno Valley

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

2
Resolution No. 2015-76
Date Adopted: November 24, 2015

Attachment: Resolution 2015-76 - PA09-0012 (PM 36162) [Revision 2] (1749 : PA09-0012 (PARCEL MAP 36162) - DECKERS DISTRIBUTION

RESOLUTION JURAT

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.
CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2015-76 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 24th day of November, 2015 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

Resolution No. 2015-76 ³
Date Adopted: November 24, 2015

Attachment: Resolution 2015-76 - PA09-0012 (PM 36162) [Revision 2] (1749 : PA09-0012 (PARCEL MAP 36162) - DECKERS DISTRIBUTION



Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer

AGENDA DATE: November 24, 2015

TITLE: ACCEPTANCE OF FISCAL YEAR 2015/2016 SB 821 GRANT AND FUNDING APPROPRIATION FOR THE CITYWIDE PEDESTRIAN AND BICYCLE ENHANCEMENT PROJECT

RECOMMENDED ACTION

Recommendations:

1. Accept grant award of \$315,000 total in FY 2015/2016 SB 821 funds for the design and construction of the Citywide pedestrian and bicycle enhancement project.
2. Authorize a revenue appropriation of \$315,000 and an expense appropriation of \$315,000 in the SCAG Article 3 Fund (Fund 2800) for the design and construction of the Citywide pedestrian and bicycle enhancement project.

SUMMARY

The City has been awarded \$315,000 of FY 2015/2016 SB 821 grant funding for a Citywide pedestrian and bicycle enhancement project. Staff recommends the City Council accept the grant award and authorize a revenue appropriation of \$315,000 and an expense appropriation of \$315,000 in the Southern California Association of Governments (SCAG) Article 3 Fund for the design and construction of the project.

DISCUSSION

In April 2015, the City Council approved a grant application prepared by the Public Works Department for a FY 2015/2016 SB 821 grant application to the Riverside

County Transportation Commission (RCTC). The grant application requested funding for the following improvements:

- Elsworth Street at Juan Bautista de Anza Trail: Construct curb access ramps
- Dracaea Avenue at Alexis Drive: Construct curb access ramps
- Pigeon Pass Road at Sunnymead Ranch Parkway: Construct curb access ramps
- Dracaea Avenue at Arbor Park Lane: Construct curb access ramps
- Alessandro Boulevard (south side) from 300 feet east of Perris Boulevard to Apple Blossom Lane: Construct sidewalk
- Alessandro Boulevard from Perris Boulevard to Kitching Street: Install Class II bicycle lanes
- Perris Boulevard (east side) from 600 feet south of Alessandro Boulevard to Brodiaea Avenue: Construct sidewalk
- Brodiaea Avenue (north side) from Perris Boulevard to 600' west of Perris Boulevard: Construct sidewalk

The City received notification from RCTC that the grant application was approved in the amount of \$315,000 for FY 2015/2016.

Per the provisions of the SB 821 Bicycle and Pedestrian Facilities Program (no agreement is needed between the City and the RCTC), the City is required to use its own funds to implement the project and then receive a reimbursement at the completion of the projects. The \$315,000 requested appropriation is required so that staff can proceed with the design and construction phases. If the funds are not claimed prior to the end of FY 2016/2017, the project will be deleted from the SB 821 Bicycle and Pedestrian Facilities Program and the funds will be reprogrammed by RCTC.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *This alternative will allow the City to install the sidewalk, ADA access ramps, and bicycle lanes and receive the SB 821 Bicycle and Pedestrian Facilities Program reimbursement for the project.*
2. Do not approve and authorize the recommended actions as presented in this staff report. *This alternative will delay the installation of the improvements and will prohibit the City from receiving SB 821 Bicycle and Pedestrian Facilities Program reimbursement for this project.*

FISCAL IMPACT

The SB 821 Bicycle and Pedestrian Facilities Program grant will provide for reimbursement of up to \$315,000. The City will be providing local matching funds of 40% for the project from Measure A (Fund 2001). **There is no impact to the General Fund.** SCAG Article 3 funds are restricted to transportation related capital improvements.

Proposed Appropriation for FY 2015/2016 Citywide pedestrian and bicycle enhancement project:

Cat.	Fund	Project No (PN) GL Account (GL)	Type	Original Budget	Proposed Adjustment	Revised Budget
CIP	SCAG Article 3 Fund (2800)	GL – 2800-99-99-92800-487100	REV	\$250,000	\$65,000	\$315,000
CIP	SCAG Article 3 Fund (2800)	GL – 2800-70-77-80001-720199 PN – 801 0068 2800-99	EXP	\$0 \$0	\$315,000 \$315,000	\$315,000 \$315,000

AVAILABLE FUNDS FOR THE PROJECTS:

Proposed SCAG Article 3 Funds Appropriations
(Account No. 2800-70-77-80001)
(Project No. 801 0068) \$315,000
Annual ADA Compliant Curb Ramp Upgrades
(Account No. 2001-70-77-80001) (Project No. 801 0008) \$235,000
Total \$550,000

ESTIMATED PROJECT COSTS:

Design/Right-of-Way \$60,000
Construction \$397,000
Construction Geotechnical Services..... \$15,000
Construction Survey Services \$30,000
Project Administration and Inspection \$23,000
Total \$525,000

ANTICIPATED PROJECT SCHEDULE:

Design Completed.....June 2016
Award Construction Contract September 2016
Notice to Proceed with ConstructionOctober 2016
Complete Construction..... February 2017

NOTIFICATION

N/A

PREPARATION OF STAFF REPORT

Prepared By:
Eric Lewis, P.E., T.E.
City Traffic Engineer

Department Head Approval:
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

CITY COUNCIL GOALS

Revenue Diversification and Preservation. Develop a variety of City revenue sources and policies to create a stable revenue base and fiscal policies to support essential City services, regardless of economic climate.

Public Safety. Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.

Public Facilities and Capital Projects. Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

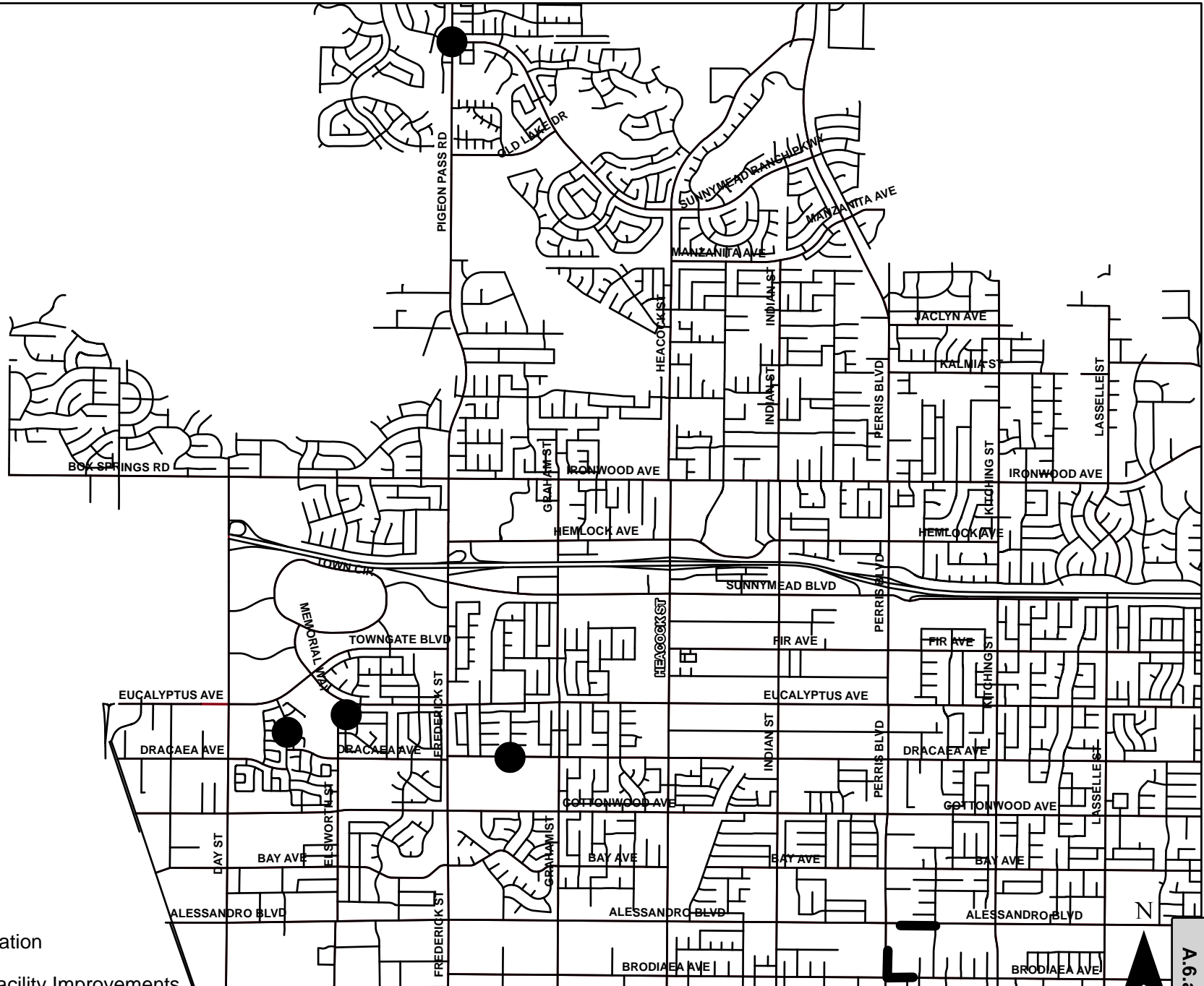
ATTACHMENTS

- 1. Project Location Map

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	
City Attorney Approval	<u>✓ Approved</u>	11/03/15 8:21 AM
City Manager Approval	<u>✓ Approved</u>	11/12/15 9:38 AM

CITYWIDE PEDESTRIAN AND BICYCLE ENHANCEMENT PROJECT



Packet Pg. 56

Legends

-  Ramp Improvement Location
-  Sidewalk and Bicycle Facility Improvements

Attachment: Project Location Map (1738 : ACCEPTANCE OF FISCAL YEAR 2015/16 SB 821 GRANT AND FUNDING APPROPRIATION FOR



A.6.a



Report to City Council

TO:

FROM: Chris Paxton, Administrative Services Director

AGENDA DATE: November 24, 2015

TITLE: LIST OF PERSONNEL CHANGES

RECOMMENDED ACTION

Recommendation:

1. Ratify the list of personnel changes as described.

DISCUSSION

The attached list of personnel changes scheduled since the last City Council meeting are presented for City Council ratification.

FISCAL IMPACT

All position changes are consistent with appropriations previously approved by the City Council.

PREPARATION OF STAFF REPORT

Prepared By:
Chris Paxton
Administrative Services Director

Department Head Approval:
Chris Paxton
Administrative Services Director

CITY COUNCIL GOALS

None

ATTACHMENTS

1. List of Personnel Changes

APPROVALS

ID#1717

Page 1

Budget Officer Approval	<u>✓ Approved</u>	11/17/15 9:06 AM
City Attorney Approval	<u>✓ Approved</u>	11/17/15 8:55 AM
City Manager Approval	<u>✓ Approved</u>	11/17/15 5:58 PM

City of Moreno Valley Personnel Changes

New Hires

Christopher Totaro
Maintenance Worker I, Public Works

Patrick Morales
Maintenance Worker I, Public Works

Promotions

Ariel Munoz
From: Temp Recreation Aide, Parks & Community Services
To: Park Ranger, Parks & Community Services

Transfers

None

Separations

Julie Reyes
Sustainability and Intergovernmental Programs Manager, City Manager's Office



Report to City Council

TO: Mayor and City Council

FROM: Richard Teichert, Chief Financial Officer

AGENDA DATE: November 24, 2015

TITLE: PAYMENT REGISTER - SEPTEMBER 2015

RECOMMENDED ACTION

Recommendation:

1. Receive and file the Payment Register.

SUMMARY

The Payment Register is an important report providing transparency of financial transactions and payments for City activity for review by the City Council and the residents and businesses in Moreno Valley. The report is posted to the City's website as soon as it is available. The report is included in the City Council agenda as an additional means of distributing the report.

The payment register lists in alphabetical order all checks and wires in the amount of \$25,000 or greater, followed by a listing in alphabetical order of all checks and wires less than \$25,000. The payment register also includes the fiscal year-to-date (FYTD) amount paid to each vendor.

PREPARATION OF STAFF REPORT

Prepared By:
Dena Heald
Financial Operations Division Manager

Department Head Approval:
Richard Teichert
Chief Financial Officer

CITY COUNCIL GOALS

None

ATTACHMENTS

1. September 2015 Payment Register

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	
City Attorney Approval	<u>✓ Approved</u>	11/03/15 8:15 AM
City Manager Approval	<u>✓ Approved</u>	11/11/15 1:20 PM



City of Moreno Valley
Payment Register
For Period 9/1/2015 through 9/30/2015

CHECKS IN THE AMOUNT OF \$25,000 OR GREATER

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
ACCELA, INC.	15859	09/21/2015	9545	ANNUAL SUPPORT-AGENDA MANAGEMENT AND VIDEO WEBSTREAMING	\$28,763.99
		09/21/2015	9810	CONSULTANT TRAVEL EXPENSES	
Remit to: CHICAGO, IL					<u>FYTD:</u> \$40,199.02
AKM CONSULTING ENGINEERS, INC	226226	09/14/2015	8343	CONSULTING - SAN TIMOTEO	\$67,211.51
Remit to: IRVINE, CA					<u>FYTD:</u> \$67,211.51
COUNTY OF RIVERSIDE FIRE DEPT	15787	09/08/2015	232028	FIRE SVCS CONTRACT-4TH QTR (FPARC,MV,232028,14-15, Q4)	\$3,492,381.50
Remit to: PERRIS, CA					<u>FYTD:</u> \$3,492,381.50

Attachment: September 2015 Payment Register (1692 : PAYMENT REGISTER - SEPTEMBER 2015)



City of Moreno Valley
Payment Register
 For Period 9/1/2015 through 9/30/2015

CHECKS IN THE AMOUNT OF \$25,000 OR GREATER

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
DMS FACILITY SERVICES	15925	09/28/2015	RC-L105082	JANITORIAL SERVICES-SUNNYMEAD ELEMENTARY-SEP15	\$29,632.63
		09/28/2015	RC-L104693	JANITORIAL SERVICES-GANG TASK FORCE OFFICE-JUL15	
		09/28/2015	RC-L105084	JANITORIAL SERVICES-TRANSP. TRAILER-SEP15	
		09/28/2015	RC-L105087	JANITORIAL SERVICES-23571 SUNNYMEAD PD SUBSTATION-SEP15	
		09/28/2015	RC-L105086	JANITORIAL SERVICES-23819 SUNNYMEAD PD SUBSTATION-SEP15	
		09/28/2015	RC-L105069	JANITORIAL SERVICES-CITY HALL-SEP15	
		09/28/2015	L38813	SPECIAL CLEANINGS FOR AUG 1-22 EVENT RENTALS-COTTONWOOD GOLF CTR	
		09/28/2015	RC-L105073	JANITORIAL SERVICES-EMP. RESOURCE CTR.-SEP15	
		09/28/2015	RC-L105083	JANITORIAL SERVICES-TOWNGATE COMM. CTR.-SEP15	
		09/28/2015	RC-L105075	JANITORIAL SERVICES-LIBRARY-SEP15	
		09/28/2015	RC-L105074	JANITORIAL SERVICES-GANG TASK FORCE OFFICE-SEP15	
		09/28/2015	RC-L105076	JANITORIAL SERVICES-MARCH FIELD PARK COMM. CTR.-SEP15	
		09/28/2015	RC-L105077	JANITORIAL SERVICES-PUBLIC SAFETY BLDG.-SEP15	
		09/28/2015	RC-L105078	JANITORIAL SERVICES-RAINBOW RIDGE PORTABLE-SEP15	
		09/28/2015	RC-L105080	JANITORIAL SERVICES-SENIOR CENTER-SEP15	
		09/28/2015	RC-L105079	JANITORIAL SERVICES-RED MAPLE PORTABLE-SEP15	
		09/28/2015	L38815	SPECIAL CLEANINGS FOR AUG 2-16 EVENT RENTALS AT CRC	
		09/28/2015	RC-L105085	JANITORIAL SERVICES-COTTONWOOD GOLF CTR.-SEP15	
		09/28/2015	RC-L102090	JANITORIAL SERVICES-RED MAPLE PORTABLE-OCT14	
		09/28/2015	L38840	SPECIAL CLEANINGS FOR AUG 15-23 EVENT RENTALS-TOWNGATE COMM. CTR	
		09/28/2015	RC-L105081	JANITORIAL SERVICES-SUNNYMEAD MIDDLE/THINK-SEP15	
		09/28/2015	RC-L101789	JANITORIAL SERVICES-RED MAPLE PORTABLE-SEP14	
		09/28/2015	RC-L102421	JANITORIAL SERVICES-RED MAPLE PORTABLE-NOV14	



City of Moreno Valley
Payment Register
For Period 9/1/2015 through 9/30/2015

CHECKS IN THE AMOUNT OF \$25,000 OR GREATER

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
DMS FACILITY SERVICES		09/28/2015	RC-L105071	JANITORIAL SERVICES-CRC-SEP15	
		09/28/2015	RC-L104506	JANITORIAL SERVICES-SUNNYMEAD ELEMENTARY-JUN15	
		09/28/2015	RC-L105072	JANITORIAL SERVICES-EOC-SEP15	
		09/28/2015	RC-L104705	JANITORIAL SERVICES-23819 SUNNYMEAD PD SUBSTATION-JUL15	
		09/28/2015	RC-L104895	JANITORIAL SERVICES-23571 SUNNYMEAD PD SUBSTATION-AUG15	
		09/28/2015	RC-L104706	JANITORIAL SERVICES-23571 SUNNYMEAD PD SUBSTATION-JUL15	
		09/28/2015	L38814	SPECIAL CLEANINGS FOR AUG 1-8 EVENT RENTALS-TOWNGATE COMM. CTR.	
		09/28/2015	RC-L104882	JANITORIAL SERVICES-GANG TASK FORCE OFFICE-AUG15	
		09/28/2015	L38841	SPECIAL CLEANINGS FOR AUG 23-30 EVENT RENTALS AT CRC	
		09/28/2015	RC-L104894	JANITORIAL SERVICES-23819 SUNNYMEAD PD SUBSTATION-AUG15	
		09/28/2015	RC-L105067	JANITORIAL SERVICES-ANIMAL SHELTER-SEP15	
		09/28/2015	RC-L104505	JANITORIAL SERVICES-SUNNYMEAD MIDDLE/THINK-JUN15	
		09/28/2015	RC-L105068	JANITORIAL SERVICES-ANNEX #1-SEP15	
		09/28/2015	RC-L105070	JANITORIAL SERVICES-CITY YARD-SEP15	

Remit to: MONROVIA, CA

FYTD: \$89,688.73

Attachment: September 2015 Payment Register (1692 : PAYMENT REGISTER - SEPTEMBER 2015)



City of Moreno Valley
Payment Register
For Period 9/1/2015 through 9/30/2015

CHECKS IN THE AMOUNT OF \$25,000 OR GREATER

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
EASTERN MUNICIPAL WATER DISTRICT	226229	09/14/2015	AUG-15 9/14/15	WATER CHARGES	\$70,154.69
	226271	09/21/2015	SEP-15 9/21/15	WATER CHARGES	\$35,624.81
		09/21/2015	AUG-15 9/21/15	WATER CHARGES	
	226345	09/28/2015	SEP-15 9/28/15	WATER CHARGES	\$44,414.90
		09/28/2015	AUG-15 9/28/15	WATER CHARGES	
Remit to: PERRIS, CA					<u>FYTD:</u> \$613,164.34
EMPLOYMENT DEVELOPMENT DEPARTMENT	15774	09/04/2015	2016-00000091	CA TAX - STATE TAX WITHHOLDING*	\$35,727.72
	15851	09/18/2015	2016-00000113	CA TAX - STATE TAX WITHHOLDING	\$43,049.33
Remit to: SACRAMENTO, CA					<u>FYTD:</u> \$221,922.78

Attachment: September 2015 Payment Register (1692 : PAYMENT REGISTER - SEPTEMBER 2015)



City of Moreno Valley
Payment Register
For Period 9/1/2015 through 9/30/2015

CHECKS IN THE AMOUNT OF \$25,000 OR GREATER

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
ENCO UTILITY SERVICES MORENO VALLEY LLC	15791	09/08/2015	0402-MF-01711A	SOLAR METER INSTALLATION	\$348,567.06
		09/08/2015	0402-MF-01671A	METER SVCS - NASON WDNG	
		09/08/2015	0402-MF-01712A	SOLAR METER INSTALLATION	
		09/08/2015	0405-1-199	DISTRIBUTION CHARGES 6/29-7/27/15	

Attachment: September 2015 Payment Register (1692 : PAYMENT REGISTER - SEPTEMBER 2015)



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CHECKS IN THE AMOUNT OF \$25,000 OR GREATER

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
ENCO UTILITY SERVICES MORENO VALLEY LLC	15829	09/14/2015	0402-MF-01726A	SOLAR METER INSTALLATION	\$28,790.88
		09/14/2015	0402-MF-01716A	SOLAR METER INSTALLATION	
		09/14/2015	0402-MF-01717A	SOLAR METER INSTALLATION	
		09/14/2015	40-316A-01	WORK AUTHORIZATION 40-316A	
		09/14/2015	40-316B-01	WORK AUTHORIZATION 40-316B	
		09/14/2015	40-320-01	WORK AUTHORIZATION 40-320	
		09/14/2015	40-315A-03	WORK AUTHORIZATION 40-315A	
		09/14/2015	40-309B-03	WORK AUTHORIZATION 40-309B	
		09/14/2015	0402-MF-01725A	SOLAR METER INSTALLATION	
		09/14/2015	0402-MF-01727A	SOLAR METER INSTALLATION	
		09/14/2015	40-308B-07	WORK AUTHORIZATION 40-308B	
		09/14/2015	40-308A-07	WORK AUTHORIZATION 40-308A	
		09/14/2015	0402-MF-01724A	SOLAR METER INSTALLATION	
		09/14/2015	0402-MF-01723A	SOLAR METER INSTALLATION	
		09/14/2015	0402-MF-01713A	SOLAR METER INSTALLATION	
		09/14/2015	0402-MF-01715A	SOLAR METER INSTALLATION	
		09/14/2015	40-315B-02	WORK AUTHORIZATION 40-315B	
		09/14/2015	40-311B-09	WORK AUTHORIZATION 40-311B	
		09/14/2015	40-311A-04	WORK AUTHORIZATION 40-311A	
		09/14/2015	0402-MF-01714A	SOLAR METER INSTALLATION	
		09/14/2015	0402-MF-01722A	SOLAR METER INSTALLATION	
		09/14/2015	0402-MF-01719A	SOLAR METER INSTALLATION	
		09/14/2015	0402-MF-01720A	SOLAR METER INSTALLATION	
		09/14/2015	0402-MF-01721A	SOLAR METER INSTALLATION	

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CHECKS IN THE AMOUNT OF \$25,000 OR GREATER

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
ENCO UTILITY SERVICES MORENO VALLEY LLC		09/14/2015	0402-MF-01718A	SOLAR METER INSTALLATION	
Remit to: ANAHEIM, CA					FYTD: \$1,090,466.16
EXELON GENERATION COMPANY, LLC	15830	09/14/2015	MVEU-00019A	ENERGY PURCHASE	\$971,227.52
Remit to: BALTIMORE, MD					FYTD: \$2,703,955.36
GRIFFITH COMPANY	226231	09/14/2015	11	CONTRACTOR - PERRIS WIDENING 801 0024	\$424,387.25
	226277	09/21/2015	6-Cactus	CONSTRUCTION - PERRIS WDNG	\$286,128.52
	226348	09/28/2015	12	CONSTRUCTION - PERRIS WIDENING	\$418,212.58
Remit to: BREA, CA					FYTD: \$2,160,048.71
HILLCREST CONTRACTING, INC	15878	09/21/2015	PB 23394	CONTRACTOR - HEACOCK STREET IMPROVEMENTS, CONSTRUCTION	\$260,264.85
		09/21/2015	PB 23458	CONTRACTOR - HEACOCK ST. IMPROVEMENT, CONSTRUCTION	
Remit to: CORONA, CA					FYTD: \$1,183,639.67
INTERNAL REVENUE SERVICE CENTER	15776	09/04/2015	2016-00000093	FED TAX - FEDERAL TAX WITHHOLDING*	\$138,376.87
	15853	09/18/2015	2016-00000115	FED TAX - FEDERAL TAX WITHHOLDING*	\$172,453.06
Remit to: OGDEN, UT					FYTD: \$845,036.09
KEYSTONE BUILDERS, INC	15796	09/08/2015	7	CONSTRUCTION - CORP YARD	\$113,823.32
Remit to: LOS ANGELES, CA					FYTD: \$365,294.49

Attachment: September 2015 Payment Register (1692 : PAYMENT REGISTER - SEPTEMBER 2015)



**City of Moreno Valley
Payment Register
For Period 9/1/2015 through 9/30/2015**

CHECKS IN THE AMOUNT OF \$25,000 OR GREATER

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
KOA CORPORATION	226352	09/28/2015	JB44056x1	CONSULTANT INVOICE - AQUEDUCT TRAIL 801 0055	\$102,027.39
Remit to: MONTEREY PARK, CA					FYTD: \$102,296.51
LANDCARE USA, LLC	15932	09/28/2015	7993661	IRRIGATION REPAIRS-SD LMD ZN 04-AUG 2015	\$46,163.04
		09/28/2015	7989528	LANDSCAPE MOWING-CFD #1-AUG 2015	
		09/28/2015	7993659	IRRIGATION REPAIRS-SD LMD ZN 08-AUG 2015	
		09/28/2015	7989526	LANDSCAPE MOWING-ZONE A PARKS-AUG 2015	
		09/28/2015	7989524	LANDSCAPE MAINT.-SD LMD ZN 04-AUG 2015	
		09/28/2015	7989522	LANDSCAPE MAINT.-ZONES E-7, SD LMD ZN 01, 01A & 08-AUG 2015	
		09/28/2015	7982234	IRRIGATION REPAIRS-SD LMD ZN 04-JUL 2015	
		09/28/2015	7989521	LANDSCAPE MAINT.-ZONE M-AUG 2015	
		09/28/2015	7983809	IRRIGATION REPAIRS-SD LMD ZN 01-JUL 2015	
09/28/2015	7989527	7989527	LANDSCAPE MAINT.-ZONE S-AUG 2015		
Remit to: RIVERSIDE, CA					FYTD: \$129,681.91
LIBRARY SYSTEMS & SERVICES, LLC	15837	09/14/2015	15236	LIBRARY CONTRACTUAL SERVICES & MATERIALS-SEPT15	\$122,000.91
		09/14/2015	15237	LIBRARY I.T. SERVICES-SEPT15	
Remit to: GERMANTOWN, MD					FYTD: \$366,002.73

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CHECKS IN THE AMOUNT OF \$25,000 OR GREATER

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
LOS ANGELES COUNTY INTERNAL SERVICES DEPARTMENT	226234	09/14/2015	15SREN9902	ENERGY EFFICIENCY UPGRADES (3/1-3/31/15)	\$41,443.85
		09/14/2015	15SREN9901	ENERGY EFFICIENCY UPGRADES (2/1-2/28/15)	
		09/14/2015	15SREN9904	ENERGY EFFICIENCY UPGRADES (5/1-5/31/15)	
		09/14/2015	15SREN9903	ENERGY EFFICIENCY UPGRADES (4/1-4/30/15)	
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$41,443.85
MARCH JOINT POWERS AUTHORITY	226222	09/08/2015	36114	CONSULTANT HEACOCK CHANNEL 804 0001	\$30,208.84
		09/08/2015	36115	CONSULTANT HEACOCK CHANNEL 804 0001	
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$38,677.29

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City of Moreno Valley
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CHECKS IN THE AMOUNT OF \$25,000 OR GREATER

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
MARIPOSA HORTICULTURAL ENTERPRISES, INC.	15934	09/28/2015	69865	LANDSCAPE MAINT.-TOWNGATE COMM. CTR.-AUG15	\$43,649.01
		09/28/2015	69877	LANDSCAPE MAINT.-CITY YARD-AUG15	
		09/28/2015	69876	LANDSCAPE MAINT.-ASES ADMIN. BLDG.-AUG15	
		09/28/2015	69874	LANDSCAPE MAINT.-SCE & OLD LAKE DRIVE-AUG15	
		09/28/2015	69872	LANDSCAPE MAINT.-SOUTH AQUEDUCT A-AUG15	
		09/28/2015	69868	LANDSCAPE MAINT.-AQUEDUCT BIKEWAY- DELPHINIUM/PERHAM TO JFK-AUG15	
		09/28/2015	69871	LANDSCAPE MAINT.-PAN AM SECTION AQUEDUCT-AUG15	
		09/28/2015	69870	LANDSCAPE MAINT.-NORTH AQUEDUCT-AUG15	
		09/28/2015	69869	LANDSCAPE MAINT.-AQUEDUCT BIKEWAY/VANDENBERG TO FAY- AUG15	
		09/28/2015	69848	LANDSCAPE MAINT.-SD LMD ZN 02-AUG 2015	
		09/28/2015	69849	LANDSCAPE EXTRA WORK-AUG15-SD LMD ZN 02/IRRIGATION REPAIR	
		09/28/2015	69875	LANDSCAPE MAINT.-ANIMAL SHELTER-AUG15	
		09/28/2015	69866	LANDSCAPE MAINT.-TOWNGATE AQUEDUCT BIKEWAY-AUG15	
		09/28/2015	69878	LANDSCAPE MAINT.-CRC-AUG15	
		09/28/2015	69956	LANDSCAPE EXTRA WORK-AUG15-ZONE D/IRRIGATION REPAIR	
		09/28/2015	69879	LANDSCAPE MAINT.-ELECTRIC SUBSTATION-AUG15	
		09/28/2015	69880	LANDSCAPE MAINT.-LIBRARY-AUG15	
		09/28/2015	69955	LANDSCAPE EXTRA WORK-AUG15-ZONE D/IRRIGATION REPAIR	
		09/28/2015	69885	LANDSCAPE MAINT.-VETERAN'S MEMORIAL-AUG15	
		09/28/2015	69881	LANDSCAPE MAINT.-PUBLIC SAFETY BLDG.-AUG15	
		09/28/2015	69882	LANDSCAPE MAINT.-SENIOR CENTER-AUG15	
		09/28/2015	69883	LANDSCAPE MAINT.-UTILITY FIELD OFFICE-AUG15	



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CHECKS IN THE AMOUNT OF \$25,000 OR GREATER

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
MARIPOSA HORTICULTURAL ENTERPRISES, INC.		09/28/2015	69884	LANDSCAPE MAINT.-CITY HALL-AUG15	
		09/28/2015	69886	LANDSCAPE MAINT.-ANNEX 1-AUG15	
		09/28/2015	69952	LANDSCAPE EXTRA WORK-AUG15-ZONE D/IRRIGATION REPAIR	
		09/28/2015	69847	LANDSCAPE MAINT.-ZONE D-AUG 2015	
		09/28/2015	69954	LANDSCAPE EXTRA WORK-AUG15-ZONE D/IRRIGATION REPAIR	
		09/28/2015	69873	LANDSCAPE MAINT.-SOUTH AQUEDUCT B-AUG15	
		09/28/2015	69957	LANDSCAPE EXTRA WORK-AUG15-ZONE D/IRRIGATION REPAIR	
		09/28/2015	69958	LANDSCAPE EXTRA WORK-AUG15-SD LMD ZN 02/IRRIGATION REPAIR	
		09/28/2015	69953	LANDSCAPE EXTRA WORK-AUG15-ZONE D/IRRIGATION REPAIR	
		09/28/2015	69867	LANDSCAPE MAINT.-AQUEDUCT BIKEWAY/BAY AVE. TO GRAHAM-AUG15	
	09/28/2015	69887	LANDSCAPE MAINT.-FIRE STATIONS-AUG15		
Remit to: IRWINDALE, CA					<u>FYTD:</u> \$166,510.46
MORENO VALLEY UTILITY	226179	09/08/2015	SEPT-15 9/8/15	ELECTRICITY	\$107,321.67
Remit to: HEMET, CA					<u>FYTD:</u> \$307,683.02
NATIONWIDE COST RECOVERY SERVICES, LLC	226287	09/21/2015	MV M01-A	CONSULTANT SERVICES-FORECLOSURE REGISTRATION PROGRAM	\$36,160.00
Remit to: DIAMOND BAR, CA					<u>FYTD:</u> \$36,160.00

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CHECKS IN THE AMOUNT OF \$25,000 OR GREATER

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
NATIONWIDE RETIREMENT SOLUTIONS CP	15779	09/04/2015	2016-00000097	8020 - DEF COMP PST - NATIONWIDE*	\$26,576.51
	15913	09/18/2015	2016-00000119a	8010 - DEF COMP 457 - NATIONWIDE	\$26,576.51
Remit to: COLUMBUS, OH					<u>FYTD:</u> \$171,216.41
NOBLE AMERICAS ENERGY SOLUTIONS	15939	09/28/2015	152640004844629	ELECTRICITY-CREDIT FOR PRIOR PERIOD ADJ.-ISO TRUE-UP CHARGES	\$78,312.94
		09/28/2015	152240004722564	ELECTRICITY-CREDIT FOR PRIOR PERIOD ADJ.-ISO TRUE-UP CHARGES	
		09/28/2015	152570004828578	ELECTRICITY POWER PURCHASE FOR MV UTILITY	
Remit to: PASADENA, CA					<u>FYTD:</u> \$314,488.11
ONESOURCE DISTRIBUTORS, INC.	15940	09/28/2015	S4756979.001	EMERGENCY STOCK EQUIPMENT FOR MV UTILITY	\$45,834.80
		09/28/2015	S4756979.003	EMERGENCY STOCK EQUIPMENT FOR MV UTILITY	
Remit to: OCEANSIDE, CA					<u>FYTD:</u> \$45,834.80
PERS HEALTH INSURANCE	15850	09/09/2015	W150901	EMPLOYEE HEALTH INSURANCE	\$185,877.02
Remit to: SACRAMENTO, CA					<u>FYTD:</u> \$546,234.35
PERS RETIREMENT	15822	09/11/2015	P150828	PERS RETIREMENT DEPOSIT - CLASSIC	\$238,790.00
	15916	09/25/2015	P150911	PERS RETIREMENT DEPOSIT - CLASSIC	\$240,028.27
Remit to: SACRAMENTO, CA					<u>FYTD:</u> \$1,825,062.17

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
SOCO GROUP, INC	15841	09/14/2015	0199584-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	\$28,650.54
		09/14/2015	0198210-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
		09/14/2015	0200764-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
		09/14/2015	0206719-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
		09/14/2015	0205769-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
		09/14/2015	0204638-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
		09/14/2015	0203213-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
		09/14/2015	0202029-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
	09/14/2015	0197076-IN	FUEL FOR CITY VEHICLES & EQUIPMENT		
Remit to: PERRIS, CA					FYTD: \$79,017.36

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
SOUTHERN CALIFORNIA EDISON 1	226239	09/14/2015	AUG-15 9/14/15	ELECTRICITY	\$115,723.91
		09/14/2015	721-3449/AUG-15	IFA CHARGES-SUBSTATION	
		09/14/2015	587-9520/AUG-15	ELECTRICITY-FERC CHARGES	
		09/14/2015	707-6081/AUG-15	ELECTRICITY	
	226240	09/14/2015	7500589765	WDAT CHARGES-MVU/24417 NANDINA AVE. SUBSTATION	\$64,028.62
		09/14/2015	7500589762	WDAT CHARGES-MVU/SUBSTATION 115KV INTERCONNECTION	
		09/14/2015	7500589761	WDAT CHARGES-MVU/FREDERICK AVE. LOCATION	
		09/14/2015	7500589759	WDAT CHARGES-MVU/GLOBE ST. LOCATION	
		09/14/2015	7500589757	WDAT CHARGES-MVU/IRIS AVE. LOCATION	
		09/14/2015	7500590645	RELIABILITY SERVICE-DLAP_SCE_SEES-HV	
		09/14/2015	7500589758	WDAT CHARGES-MVU/GRAHAM ST. LOCATION	
		09/14/2015	7500589760	WDAT CHARGES-MVU/NANDINA AVE. LOCATION	
	226297	09/21/2015	JUL-15 8/24/15	ELECTRICITY	\$88,064.67
	226298	09/21/2015	AUG-15 9/21/15	ELECTRICITY CHARGES	\$61,741.84
	226360	09/28/2015	SEP-15 9/28/15	ELECTRICITY CHARGES	\$27,293.51
		09/28/2015	AUG-15 9/28/15	ELECTRICITY CHARGES	
226361	09/28/2015	7500593079	WDAT CHARGES-MVU/FREDERICK AVE-AUG15	\$52,280.02	
	09/28/2015	7500593078	WDAT CHARGES-MVU/NANDINA AVE-AUG15		
	09/28/2015	7500593076	WDAT CHARGES-MVU/GRAHAM ST-AUG15		
	09/28/2015	7500593083	WDAT CHARGES-MVU/24417 NANDINA AVE SUBSTATION-AUG15		
	09/28/2015	7500593080	WDAT CHARGES-MVU/SUBSTATION 115KV INTERCONNECTION-AUG15		

Remit to: ROSEMEAD, CA

FYTD: \$890,750.96

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CHECKS IN THE AMOUNT OF \$25,000 OR GREATER

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
STANDARD INSURANCE CO	15844	09/14/2015	150801a	LIFE & DISABILITY INSURANCE	\$54,173.24
		09/14/2015	150901a	LIFE & DISABILITY INSURANCE	
Remit to: PORTLAND, OR					FYTD: \$83,482.49
TENASKA ENERGY, INC	15812	09/08/2015	1342-AUG-15-01	RESOURCE ADEQUACY-MV UTILITY-AUG15	\$93,300.00
Remit to: OMAHA, NE					FYTD: \$217,420.00
THINK TOGETHER, INC	15904	09/21/2015	111-15/16-2	ASES PROGRAM MANAGEMENT SERVICES	\$492,539.36
Remit to: SANTA ANA, CA					FYTD: \$985,078.72
TOWILL, INC	15846	09/14/2015	06-946	CONSULTANT - 801 0063 CTYWDE SRYS PEDESTRIAN FACILITY IMP.	\$33,770.82
		09/14/2015	07-309	CONSULTANT - 801 0063 CITYWIDE SRYS PED. IMP.	
Remit to: CONCORD, CA					FYTD: \$33,770.82
U.S. BANK/CALCARDS	15816	09/08/2015	08-27-15	AUG. 2015 CALCARD ACTIVITY	\$179,859.35
Remit to: ST. LOUIS, MO					FYTD: \$808,094.29
WASTE MANAGEMENT OF THE INLAND EMPIRE	226385	09/28/2015	RE: RCPT 409322	REFUND OVERPAYMENT OF INVOICE 2015-0046	\$29,927.15
Remit to: CORONA, CA					FYTD: \$29,927.15
WRCOG WESTERN RIVERSIDE CO. OF GOVTS.	226242	09/14/2015	AUG-15 TUMF	TUMF FEES COLLECTED FOR 8/1-8/31/15	\$53,238.00
Remit to: RIVERSIDE, CA					FYTD: \$425,064.51

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
TOTAL AMOUNTS OF \$25,000 OR GREATER					\$9,754,754.78

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CHECKS UNDER \$25,000

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
ABILITY COUNTS, INC	15858	09/21/2015	ACI11916	LANDSCAPE MAINT-CFD#1-AUG15	\$2,065.00
Remit to: CORONA, CA					<u>FYTD:</u> \$6,195.00
ADLERHORST INTERNATIONAL INC.	15860	09/21/2015	53425	MONTHLY TRAINING FOR THREE K-9-SEPT15	\$691.02
		09/21/2015	53417	DOG FOOD FOR K-9 IVAN	
		09/21/2015	30736	DOG FOOD FOR K-9 IVAN	
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$2,234.52
ADMINSURE	226161	09/08/2015	8806	WORKER'S COMP CLAIMS ADMINISTRATION-SEPT15	\$4,350.00
		09/08/2015	8749	WORKER'S COMP CLAIMS ADMINISTRATION-AUG15	
	226339	09/28/2015	8866	WORKERS' COMP CLAIMS ADMINISTRATION-OCT15	\$2,175.00
Remit to: DIAMOND BAR, CA					<u>FYTD:</u> \$8,700.00
ADVANCE REFRIGERATION & ICE SYSTEMS, INC	15919	09/28/2015	40087	EOC WATER FILTRATION SYSTEM	\$459.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$4,955.41
ADVANCED ELECTRIC	226264	09/21/2015	11301	ELECTRICAL SERVICE-CITY YARD VEH LIFT	\$242.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$60,122.08
ALCARAZ, STEVEN	226248	09/14/2015	R15-089837	AS REFUND-LICENSE REFUND(FOR CAT)	\$15.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$15.00
ALEGRIA, MARIA	226249	09/14/2015	R15-089672	AS REFUND-TRAP DEPOSIT	\$50.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$50.00

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**City of Moreno Valley
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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
AMERICAN TOWERS	15861	09/21/2015	2001870	RADIO EQUIPMENT TOWER LEASE-SEPT15	\$3,291.75
Remit to: CHARLOTTE, NC					<u>FYTD:</u> \$9,875.25
ANIMAL EMERGENCY CLINIC, INC.	15826	09/14/2015	146AO	AFTER HOURS EMERGENCY VET SVCS	\$370.00
		09/14/2015	146AL	AFTER HOURS EMERGENCY VET SVCS	
		09/14/2015	146AN	AFTER HOURS EMERGENCY VET SVCS	
		09/14/2015	146AK	AFTER HOURS EMERGENCY VET SVCS	
		09/14/2015	146AM	AFTER HOURS EMERGENCY VET SVCS	
Remit to: GRAND TERRACE, CA					<u>FYTD:</u> \$460.00
APPLE ONE EMPLOYMENT SERVICES	15781	09/08/2015	01-3751042	ADMIN ASSISTANT TEMPORARY SVCS 8/10-8/14/15	\$813.60
	15862	09/21/2015	01-3759958	ADMIN ASSISTANT TEMPORARY SVCS 8/17-8/20/15	\$539.01
Remit to: GLENDALE, CA					<u>FYTD:</u> \$1,352.61
AT&T MOBILITY	226340	09/28/2015	872455379X090615	CELLULAR PHONE SVC-PD MCC	\$97.02
Remit to: CAROL STREAM, IL					<u>FYTD:</u> \$386.40
ATILANO, ROSARIO	226373	09/28/2015	R15-089999	AS REFUND-ADOPT,VACS, CHIP	\$50.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$50.00
BANK OF AMERICA	226162	09/08/2015	OVERPAYMENT	OVERPAYEMNT ON ACCT 00398	\$20.40
Remit to: CHARLOTTE, NC					<u>FYTD:</u> \$47.40

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
BELMAR MAINTENANCE SERVICES, INC	226322	09/21/2015	BL#13906-YR2015	REFUND OF OVERPAYMENT FOR BL#13906	\$151.25
Remit to: GRAND TERRACE, CA					<u>FYTD:</u> \$151.25
BMW MOTORCYCLES OF RIVERSIDE	15864	09/21/2015	6011480	MAINT & REPAIRS-TRAFFIC MOTORCYCLE	\$1,286.55
		09/21/2015	6011474	MAINT & REPAIRS-TRAFFIC MOTORCYCLE	
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$91,934.56

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BOX SPRINGS MUTUAL WATER COMPANY	226163	09/08/2015	721-1 8/27/15	WATER USAGE-ZONE 01 TOWNGATE	\$144.18
	226227	09/14/2015	189-13 8/27/15	WATER ASSESSMENT ON VACANT LOT OWNED BY THE HOUSING AUTHORITY	\$272.00
		09/14/2015	1085-1 8/27/15	WATER ASSESSMENT ON VACANT LOT OWNED BY THE HOUSING AUTHORITY	
		09/14/2015	80-4 8/27/15	WATER ASSESSMENT ON VACANT LOT OWNED BY THE HOUSING AUTHORITY	
		09/14/2015	195-5 8/27/15	WATER ASSESSMENT ON VACANT LOT OWNED BY THE HOUSING AUTHORITY	
		09/14/2015	1088-1 8/27/15	WATER ASSESSMENT ON VACANT LOT OWNED BY THE HOUSING AUTHORITY	
		09/14/2015	1087-1 8/27/15	WATER ASSESSMENT ON VACANT LOT OWNED BY THE HOUSING AUTHORITY	
		09/14/2015	1086-1 8/27/15	WATER ASSESSMENT ON VACANT LOT OWNED BY THE HOUSING AUTHORITY	
		09/14/2015	1084-1 8/27/15	WATER ASSESSMENT ON VACANT LOT OWNED BY THE HOUSING AUTHORITY	
		09/14/2015	204-9 8/27/15	WATER ASSESSMENT ON VACANT LOT OWNED BY THE HOUSING AUTHORITY	
	09/14/2015	45-4 8/27/15	WATER ASSESSMENT ON VACANT LOT OWNED BY THE HOUSING AUTHORITY		
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$1,201.60
BRAUN BLAISING MCLAUGHLIN	226164	09/08/2015	15683	LEGAL SERVICES-MVU-JUL15	\$1,158.83
Remit to: SACRAMENTO, CA					<u>FYTD:</u> \$3,419.24
BRAVO, SARAH	226250	09/14/2015	R15-089786	AS REFUND-ADOPT,RAB DEP,VACS,CHIP	\$87.00
Remit to: LAKE ELSINORE, CA					<u>FYTD:</u> \$87.00

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BRISENO, DAVID	226374	09/28/2015	R15-089989	AS REFUND-ADOPT,VACS,LIC,CHIP	\$65.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$65.00
BUREAU VERITAS NORTH AMERICA, INC	15782	09/08/2015	1289237	CONSULTANT PLAN CHECK SVCS-PA13-0011 (PM 36465)	\$2,238.08
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$2,238.08
CALGO VEBA CITY OF MORENO VALLEY	15783	09/08/2015	2016-00000079	4020 - EXEC VEBA*	\$12,670.00
	15865	09/21/2015	2016-00000099	4020 - EXEC VEBA*	\$2,014.36
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$44,177.97
CALIFORNIA DEPARTMENT OF SOCIAL SERVICES	226265	09/21/2015	334816836-15/16	COMMUNITY CARE LICENSING FEES-CREEKSIDE SCHOOL FAC.	\$242.00
Remit to: SACRAMENTO, CA					<u>FYTD:</u> \$715.00
CANON SOLUTIONS AMERICA, INC.	15866	09/21/2015	1103031201401153	COPIER SERVICES-ERC-APR THRU JUN 2015	\$2,400.29
Remit to: BURLINGTON, NJ					<u>FYTD:</u> \$2,400.29
CASS, KANISHIA	226323	09/21/2015	1282665	TOWNGATE RENTAL REFUND DEPOSIT	\$200.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$200.00
CHANCY, CHIZURU	226266	09/21/2015	AUG-2015	INSTRUCTOR SERVICES-HAWAIIAN DANCE COMPETITION	\$177.00
		09/21/2015	JUL-2015	INSTRUCTOR SERVICES-HAWAIIAN/TAHITIAN DANCE CLASS & COMPETITION	
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$177.00

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CHANDLER ASSET MANAGEMENT, INC	15867	09/21/2015	18213	INVESTMENT MANAGEMENT SVCS-AUG15	\$4,119.00
Remit to: SAN DIEGO, CA					<u>FYTD:</u> \$12,341.00
CHAVEZ, MARIA	226195	09/08/2015	1274913	REFUND FOR RENTAL DEPOSIT CONTRACT #28642	\$300.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$300.00
CHJ INCORPORATED	15784	09/08/2015	87452	CONSULTANT - NASON IMP	\$9,217.50
Remit to: COLTON, CA					<u>FYTD:</u> \$11,358.25

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
CINTAS CORPORATION	15785	09/08/2015	150523580	UNIFORM RENTAL SVC.-STORM DRAIN MAINT. STAFF	\$914.81
		09/08/2015	150516125	UNIFORM RENTAL SVC.-TREE MAINT. STAFF	
		09/08/2015	150516127	UNIFORM RENTAL SVC.-ST. SWEEPING STAFF	
		09/08/2015	150512402	UNIFORM RENTAL SVC.-GRAFFITI RMVL. STAFF	
		09/08/2015	150512403	UNIFORM RENTAL SVC.-EQUIPMENT MAINT. STAFF	
		09/08/2015	150523576	UNIFORM RENTAL SVC.-EQUIPMENT MAINT. STAFF	
		09/08/2015	150512406	UNIFORM RENTAL SVC.-ST. SWEEPING STAFF	
		09/08/2015	150512407	UNIFORM RENTAL SVC.-STORM DRAIN MAINT. STAFF	
		09/08/2015	150512408	UNIFORM RENTAL SVC.-STREET MAINT. STAFF	
		09/08/2015	150512409	UNIFORM RENTAL SVC.-CONCRETE MAINT. STAFF	
		09/08/2015	150523579	UNIFORM RENTAL SVC.-ST. SWEEPING STAFF	
		09/08/2015	150516128	UNIFORM RENTAL SVC.-STORM DRAIN MAINT. STAFF	
		09/08/2015	150523577	UNIFORM RENTAL SVC.-TREE MAINT. STAFF	
		09/08/2015	150516123	UNIFORM RENTAL SVC.-GRAFFITI RMVL. STAFF	
		09/08/2015	150516129	UNIFORM RENTAL SVC.-STREET MAINT. STAFF	
		09/08/2015	150523581	UNIFORM RENTAL SVC.-STREET MAINT. STAFF	
		09/08/2015	150523575	UNIFORM RENTAL SVC.-GRAFFITI RMVL. STAFF	
		09/08/2015	150519875	UNIFORM RENTAL SVC.-STREET MAINT. STAFF	
		09/08/2015	150519874	UNIFORM RENTAL SVC.-STORM DRAIN MAINT. STAFF	
		09/08/2015	150516130	UNIFORM RENTAL SVC.-CONCRETE MAINT. STAFF	
		09/08/2015	150519869	UNIFORM RENTAL SVC.-GRAFFITI RMVL. STAFF	
		09/08/2015	150519870	UNIFORM RENTAL SVC.-EQUIPMENT MAINT. STAFF	
		09/08/2015	150519871	UNIFORM RENTAL SVC.-TREE MAINT. STAFF	
		09/08/2015	150519873	UNIFORM RENTAL SVC.-ST. SWEEPING STAFF	

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
CINTAS CORPORATION		09/08/2015	150519876	UNIFORM RENTAL SVC.-CONCRETE MAINT. STAFF	
		09/08/2015	150516124	UNIFORM RENTAL SVC.-EQUIPMENT MAINT. STAFF	
		09/08/2015	150512404	UNIFORM RENTAL SVC.-TREE MAINT. STAFF	

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
CINTAS CORPORATION	15920	09/28/2015	150523571	UNIFORM RENTAL SVC.-PARKS MAINT. STAFF	\$1,217.58
		09/28/2015	150531097	UNIFORM RENTAL SVC.-SIGNS & STRIPING STAFF	
		09/28/2015	150542299	UNIFORM RENTAL SVC.-TRAFFIC SIGNAL MAINT. STAFF	
		09/28/2015	150531104	UNIFORM RENTAL SVC.-STREET MAINT. STAFF	
		09/28/2015	150527344	UNIFORM RENTAL SVC.-EQUIPMENT MAINT. STAFF	
		09/28/2015	150531100	UNIFORM RENTAL SVC.-TREE MAINT. STAFF	
		09/28/2015	150531103	UNIFORM RENTAL SVC.-STORM DRAIN MAINT. STAFF	
		09/28/2015	150531102	UNIFORM RENTAL SVC.-ST. SWEEPING STAFF	
		09/28/2015	150527346	UNIFORM RENTAL SVC.-CFD #1 STAFF	
		09/28/2015	150531101	UNIFORM RENTAL SVC.-CFD #1 STAFF	
		09/28/2015	150523578	UNIFORM RENTAL SVC.-CFD #1 STAFF	
		09/28/2015	150527353	UNIFORM RENTAL SVC.-GOLF COURSE STAFF	
		09/28/2015	150523582	UNIFORM RENTAL SVC.-CONCRETE MAINT. STAFF	
		09/28/2015	150527343	UNIFORM RENTAL SVC.-GRAFFITI RMVL. STAFF	
		09/28/2015	150380137	UNIFORM RENTAL SVC.-GOLF COURSE STAFF	
		09/28/2015	150531108	UNIFORM RENTAL SVC.-GOLF COURSE STAFF	
		09/28/2015	150534833	UNIFORM RENTAL SVC.-CFD #1 STAFF	
		09/28/2015	150527345	UNIFORM RENTAL SVC.-TREE MAINT. STAFF	
		09/28/2015	150523585	UNIFORM RENTAL SVC.-GOLF COURSE STAFF	
		09/28/2015	150531098	UNIFORM RENTAL SVC.-GRAFFITI RMVL. STAFF	
		09/28/2015	150531099	UNIFORM RENTAL SVC.-EQUIPMENT MAINT. STAFF	
		09/28/2015	150534839	UNIFORM RENTAL SVC.-FACILITIES STAFF	
		09/28/2015	150531105	UNIFORM RENTAL SVC.-CONCRETE MAINT. STAFF	
		09/28/2015	150527339	UNIFORM RENTAL SVC.-PARKS MAINT. STAFF	

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CINTAS CORPORATION		09/28/2015	150538558	UNIFORM RENTAL SVC.-CFD #1 STAFF	
		09/28/2015	150534829	UNIFORM RENTAL SVC.-SIGNS & STRIPING STAFF	
		09/28/2015	150538564	UNIFORM RENTAL SVC.-FACILITIES STAFF	
		09/28/2015	150538565	UNIFORM RENTAL SVC.-GOLF COURSE STAFF	
		09/28/2015	150534828	UNIFORM RENTAL SVC.-TRAFFIC SIGNAL MAINT. STAFF	
		09/28/2015	150531096	UNIFORM RENTAL SVC.-TRAFFIC SIGNAL MAINT. STAFF	
		09/28/2015	150534840	UNIFORM RENTAL SVC.-GOLF COURSE STAFF	
		09/28/2015	150527350	UNIFORM RENTAL SVC.-CONCRETE MAINT. STAFF	
		09/28/2015	150542310	UNIFORM RENTAL SVC.-FACILITIES STAFF	
		09/28/2015	150534826	UNIFORM RENTAL SVC.-PARKS MAINT. STAFF	
		09/28/2015	150542311	UNIFORM RENTAL SVC.-GOLF COURSE STAFF	
		09/28/2015	150538553	UNIFORM RENTAL SVC.-TRAFFIC SIGNAL MAINT. STAFF	
		09/28/2015	150531094	UNIFORM RENTAL SVC.-PARKS MAINT. STAFF	
		09/28/2015	150538554	UNIFORM RENTAL SVC.-SIGNS & STRIPING STAFF	
		09/28/2015	150542300	UNIFORM RENTAL SVC.-SIGNS & STRIPING STAFF	
		09/28/2015	150542304	UNIFORM RENTAL SVC.-CFD #1 STAFF	
		09/28/2015	150542297	UNIFORM RENTAL SVC.-PARKS MAINT. STAFF	
		09/28/2015	150538551	UNIFORM RENTAL SVC.-PARKS MAINT. STAFF	
		09/28/2015	150527347	UNIFORM RENTAL SVC.-ST. SWEEPING STAFF	
		09/28/2015	150531107	UNIFORM RENTAL SVC.-FACILITIES STAFF	
		09/28/2015	150527348	UNIFORM RENTAL SVC.-STORM DRAIN MAINT. STAFF	
		09/28/2015	150527349	UNIFORM RENTAL SVC.-STREET MAINT. STAFF	

Remit to: ONTARIO, CA

FYTD: \$5,344.94

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CITRUS BELT CHAPTER, I.C.C.	226165	09/08/2015	FY15/16	CLASS A MEMBERSHIP DUES-ALLEN D. BROCK	\$30.00
Remit to: SAN BERNARDINO, CA					FYTD: \$30.00
COLLINS, PAT	226324	09/21/2015	7013890-02	SOLAR INCENTIVE REBATE	\$3,994.00
Remit to: MORENO VALLEY, CA					FYTD: \$3,994.00
COMMUNITY HEALTH CHARITIES	226166	09/08/2015	2016-00000080	8725 - CH CHARITY	\$37.00
	226267	09/21/2015	2016-00000100	8725 - CH CHARITY	\$37.00
Remit to: BALTIMORE, MD					FYTD: \$222.00
COMPETITIVE STRIDE	15786	09/08/2015	3347	SPORTS AWARD SUPPLIES-ADULT SOCCER MAYOR'S CUP	\$354.24
		09/08/2015	3392	SPORTS AWARD SUPPLIES-SOFTBALL	
	15868	09/21/2015	3386	SPORTS AWARD SUPPLIES-ADULT SOFTBALL	\$64.80
Remit to: RIVERSIDE, CA					FYTD: \$2,609.28
CONTINUING EDUCATION OF THE BAR	226268	09/21/2015	10421227	LAW LIBRARY PUBLICATIONS/UPDATES	\$178.51
Remit to: OAKLAND, CA					FYTD: \$178.51
CONTRERAS, JOSE	226167	09/08/2015	082015	SPORTS OFFICIATING SERVICES	\$63.00
	226269	09/21/2015	090315	SPORTS OFFICIATING SERVICES-SOFTBALL	\$21.00
Remit to: MORENO VALLEY, CA					FYTD: \$294.00
CONTRERAS, SANDRA E.	226223	09/10/2015	9/12-9/15/15	TRAVEL PER DIEM & MILEAGE-NEW WORLD SYSTEMS EXEC. CUSTOMER CONF.	\$278.40
Remit to: RIVERSIDE, CA					FYTD: \$278.40

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COSTCO	226168	09/08/2015	22099	SNACK SUPPLIES-COTTONWOOD GOLF COURSE	\$573.91
		09/08/2015	22088	SNACK SUPPLIES-SKATE PARK	
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$11,140.10
COUNSELING TEAM, THE	226341	09/28/2015	29514	EMPLOYEE SUPPORT SERVICES-AUG15	\$1,250.00
Remit to: SAN BERNARDINO, CA					<u>FYTD:</u> \$3,750.00
COUNTY OF RIVERSIDE	226169	09/08/2015	9990085000-1507	TRAFFIC MOTOR RADIO COMMUNICATIONS FOR PD-JUL15	\$2,786.42
	226342	09/28/2015	9990085000-1508	TRAFFIC MOTOR RADIO COMMUNICATIONS FOR PD-AUG15	\$2,786.42
	226343	09/28/2015	1859	CERTIFICATION OF REGISTERED VOTERS	\$70.00
		09/28/2015	1857	CERTIFICATION OF REGISTERED VOTERS	
	226369	09/28/2015	SH0000026852	RCRMC SEXUAL ASSAULT EXAMS (1/1-6/30/15)	\$12,600.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$22,918.26
COUNTY OF RIVERSIDE 1	226314	09/21/2015	PU0000003514	STATION JANITORIAL SUPPLIES	\$1,082.86
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$4,371.81
CRIME SCENE STERI-CLEAN, LLC	15921	09/28/2015	34764	BIO HAZARD REMOVAL SERVICE	\$2,250.00
		09/28/2015	34698	BIO HAZARD REMOVAL SERVICE	
		09/28/2015	34804	BIO HAZARD REMOVAL SERVICE	
Remit to: RANCHO CUCAMONGA, CA					<u>FYTD:</u> \$2,250.00
CROWN CASTLE	226375	09/28/2015	CK223633 1/12/15	REISSUE STALE-DATED CHECK (PLANNING DEPOSIT REFUND)	\$3,306.00
Remit to: IRVINE, CA					<u>FYTD:</u> \$3,306.00

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CUTWATER INVESTOR SERVICES CORP	15922	09/28/2015	20323A	INVESTMENT MANAGEMENT SERVICES- AUG 2015	\$2,716.06
Remit to: DENVER, CO					FYTD: \$8,138.35
D&D SERVICES DBA D&D DISPOSAL, INC.	226228	09/14/2015	8825	DECEASED ANIMAL REMOVAL SVCS-AUG15	\$745.00
Remit to: VALENCIA, CA					FYTD: \$2,235.00
DATA TICKET, INC.	15788	09/08/2015	64098	ADMIN CITATION PROCESSING-A/S-JUL15	\$3,991.19
		09/08/2015	60906	ADMIN CITATION PROCESSING-CODE-MAR15	
		09/08/2015	64117TPC	THIRD PARTY COLLECTIONS-PARKS-JUL15	
		09/08/2015	64117	ADMIN CITATION PROCESSING-PARKS-JUL15	
		09/08/2015	64098TPC	THIRD PARTY COLLECTIONS-A/S-JUL15	
	15869	09/21/2015	64101	ADMIN CITATION PROCESSING-PD-JUL15	\$288.90
	15923	09/28/2015	64099TPC	THIRD PARTY COLLECTIONS-B&S-JUL15	\$734.67
Remit to: NEWPORT BEACH, CA					FYTD: \$76,307.96
DE SANTIS, THOMAS M	226315	09/21/2015	9/30-10/2/15	TRAVEL PER DIEM-LEAGUE OF CA. CITIES 2015 ANNUAL CONF.	\$140.00
Remit to: TEMECULA, CA					FYTD: \$140.00
DEBRON GRAPHICS	15870	09/21/2015	SEP-2015	INSTRUCTOR SERVICES-CREATIVE WRITING CLASS	\$42.00
Remit to: MORENO VALLEY, CA					FYTD: \$126.00
DEL REY APPRAISAL SRVCS	226344	09/28/2015	DR5151	APPRAISAL SERVICES-22889 ALLIES PL	\$700.00
Remit to: MORENO VALLEY, CA					FYTD: \$700.00

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DENNIS GRUBB & ASSOCIATES, LLC	15827	09/14/2015	1358	PLAN REVIEW SERVICES 8/1-8/31/15	\$24,985.00
		09/14/2015	1356	PLAN REVIEW SERVICES 7/1-7/31/15	
	15924	09/28/2015	1359a	T&M PLAN REVIEW SERVICES 8/1-8/31/15	\$2,700.00
Remit to: MIRA LOMA, CA					FYTD: \$37,715.00
DIAZ, ADELAIDA	226325	09/21/2015	1282670	TOWNGATE RENTAL REFUND DEPOSIT	\$200.00
Remit to: MORENO VALLEY, CA					FYTD: \$200.00
DMS FACILITY SERVICES	15789	09/08/2015	RC-L104881	JANITORIAL SERVICES-EMP. RESOURCE CTR.-AUG15	\$533.55
	15828	09/14/2015	RC-L104890	JANITORIAL SERVICES-SUNNYMEAD ELEMENTARY-AUG15	\$783.64
		09/14/2015	RC-L104698	JANITORIAL SERVICES-RED MAPLE PORTABLE-JUL15	
		09/14/2015	RC-L104886	JANITORIAL SERVICES-RAINBOW RIDGE PORTABLE-AUG15	
		09/14/2015	RC-L104887	JANITORIAL SERVICES-RED MAPLE PORTABLE-AUG15	
		09/14/2015	RC-L104697	JANITORIAL SERVICES-RAINBOW RIDGE PORTABLE-JUL15	
		09/14/2015	RC-L104701	JANITORIAL SERVICES-SUNNYMEAD ELEMENTARY-JUL15	
	15871	09/21/2015	L38612	INITIAL CLEANING OF THE NEW YOC ROOM	\$1,055.00
		09/21/2015	L38830	PRESSURE WASH & CLEANING OF CRC FRONT ENTRANCE & GUM REMOVAL	
Remit to: MONROVIA, CA					FYTD: \$89,688.73
DRAPER, BRETT	226170	09/08/2015	082015	SPORTS OFFICIATING SERVICES-SOFTBALL	\$63.00
	226270	09/21/2015	090515	SPORTS OFFICIATING SERVICES-SOFTBALL	\$105.00
		09/21/2015	082715	SPORTS OFFICIATING SERVICES-SOFTBALL	
Remit to: MORENO VALLEY, CA					FYTD: \$210.00

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DUVAL, ROBERTA	15872	09/21/2015	JUL-2015	INSTRUCTOR SERVICES-CPR & FIRST AID CLASS	\$288.00
	15926	09/28/2015	SEP-2015	INSTRUCTOR SERVICES-CPR & FIRST AID CLASS	\$396.00
Remit to: MENIFEE, CA					FYTD: \$684.00
E.R. BLOCK PLUMBING & HEATING, INC.	15790	09/08/2015	118815	BACKFLOW DEVICE TESTS-CITY PARKS	\$80.00
	15873	09/21/2015	119033	BACKFLOW DEVICE TESTS-CFD & CITY PARKS	\$180.00
Remit to: RIVERSIDE, CA					FYTD: \$5,866.00
EASTERN MUNICIPAL WATER DISTRICT	226171	09/08/2015	AUG-15 9/8/15	WATER CHARGES	\$21,962.76
	226272	09/21/2015	23828	FULL PAYMENT-WATER RETROFIT PROJ-CABALLO RD/TR 22377, ZN 03	\$483.29
Remit to: PERRIS, CA					FYTD: \$613,164.34
ECONOLITE CONTROL PRODUCTS, INC	226273	09/21/2015	Q-14455-P5L0	TS EQUIPMENT - RECHE	\$1,878.50
Remit to: ANAHEIM, CA					FYTD: \$1,878.50
EDGELANE MOBILE HOME PARK	15874	09/21/2015	AUG 2015	REFUND FOR UUT AUG 2015	\$1.44
Remit to: LOS ANGELES, CA					FYTD: \$5.84

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ENCO UTILITY SERVICES MORENO VALLEY LLC	15875	09/21/2015	0402-MF-01730A	SOLAR METER INSTALLATION	\$8,290.18
		09/21/2015	0402-MF-01736A	SOLAR METER INSTALLATION	
		09/21/2015	0402-MF-01731A	SOLAR METER INSTALLATION	
		09/21/2015	0402-MF-01737A	SOLAR METER INSTALLATION	
		09/21/2015	0402-MF-01734A	SOLAR METER INSTALLATION	
		09/21/2015	0402-MF-01733A	SOLAR METER INSTALLATION	
		09/21/2015	40-238B-07	UTILITY SERVICES - CORP YARD	
		09/21/2015	0402-MF-01732A	SOLAR METER INSTALLATION	
		09/21/2015	0402-MF-01728A	SOLAR METER INSTALLATION	
		09/21/2015	0402-MF-01735A	SOLAR METER INSTALLATION	
		09/21/2015	0402-MF-01738A	SOLAR METER INSTALLATION	
09/21/2015	0402-MF-01729A	SOLAR METER INSTALLATION			
Remit to: ANAHEIM, CA					<u>FYTD:</u> \$1,090,466.16
ESGIL CORPORATION	15927	09/28/2015	07154327	PLAN CHECK SERVICES 7/1-7/31/15	\$427.50
Remit to: SAN DIEGO, CA					<u>FYTD:</u> \$4,309.36
EVANS ENGRAVING & AWARDS	15792	09/08/2015	81715-7	BADGE FOR PARKS COMMISSIONER	\$45.36
		09/08/2015	9115-28	NAMEPLATE FOR ARTS COMMISSIONER	
Remit to: BANNING, CA					<u>FYTD:</u> \$301.32
EVANS, AUSTIN	226251	09/14/2015	R15-088760	AS REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$75.00

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EYERMAN, MARSHALL	226316	09/21/2015	9/30-10/2/15	TRAVEL PER DIEM-LEAGUE OF CA. CITIES 2015 ANNUAL CONF.	\$140.00
Remit to: CORONADO, CA					<u>FYTD:</u> \$140.00
FAST SIGNS	226172	09/08/2015	70-35348	NAMEPLATE FOR OSCAR ALVAREZ	\$10.80
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$4,453.53
FITNESS 19	226274	09/21/2015	2016-00000101	8730 - GYM MEMBERSHIP*	\$84.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$272.00
FORBES, SHARON	226326	09/21/2015	MVU 7011228-04	SOLAR INCENTIVE REBATE	\$4,177.18
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$4,177.18
FORM PRINT COMPANY FPC GRAPHICS	226230	09/14/2015	91174	AS DOOR HANGERS-15 DAY NOTICE (5,000 SETS)	\$1,050.52
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$2,438.32
FOSTER-SULCER, BEVERLY	226376	09/28/2015	1284054	REFUND CLASS CANCELLED	\$47.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$47.00
FOX, SHARON	226196	09/08/2015	R15-087934	AS REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: PERRIS, CA					<u>FYTD:</u> \$75.00
FRANCE PUBLICATIONS, INC.	15831	09/14/2015	WR70105	ADVERTISING-WESTERN REAL ESTATE BUSINESS-JR PAGE, 8/1/15 ISSUE	\$2,900.00
Remit to: ATLANTA, GA					<u>FYTD:</u> \$6,150.00

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FRANCHISE TAX BOARD	226173	09/08/2015	2016-00000081	1015 - GARNISHMENT - CREDITOR %*	\$523.57
	226275	09/21/2015	2016-00000102	1015 - GARNISHMENT - CREDITOR %*	\$272.50
Remit to: SACRAMENTO, CA					FYTD: \$2,966.40
FRANKLIN, L. C.	15793	09/08/2015	8/12-8/31/15	MILEAGE REIMBURSEMENT	\$199.53
Remit to: PERRIS, CA					FYTD: \$199.53
FRED'S GLASS & MIRROR, INC.	226174	09/08/2015	1747	BOARD UP & REMOVED BROKEN WINDOW-LIBRARY	\$2,412.54
		09/08/2015	2598	INSTALL DUAL PANE WINDOW-LIBRARY	
Remit to: RIVERSIDE, CA					FYTD: \$2,838.44
FREEMAN, SHANIKQUA	226317	09/21/2015	REIMB. - 8/25/15	MILEAGE & MEAL REIMBURSEMENT - HUD MEETING 8/25/15/SAN DIEGO	\$124.28
Remit to: PERRIS, CA					FYTD: \$124.28
G/M BUSINESS INTERIORS, INC.	226346	09/28/2015	0215299-IN	TASK CHAIRS (3) FOR FS#48	\$1,320.79
Remit to: RIVERSIDE, CA					FYTD: \$17,098.14
GAIL MATERIALS	226347	09/28/2015	81644	INFIELD MIX (DG) FOR BALLFIELDS & TRAILS	\$1,039.90
Remit to: CORONA, CA					FYTD: \$1,039.90
GALLS INC., INLAND UNIFORM	15876	09/21/2015	BC0184180	EQUIPMENTS FOR PARK RANGER-A. ARELLANA	\$169.96
Remit to: PASADENA, CA					FYTD: \$1,968.82

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GARDNER COMPANY, INC.	15794	09/08/2015	56123	HVAC OPTIMIZATION-FS#91	\$3,128.50
		09/08/2015	56417	HVAC REPAIRS-FS#6	
		09/08/2015	56121	HVAC OPTIMIZATION-SENIOR CTR	
		09/08/2015	56129	HVAC OPTIMIZATION-FS#48	
		09/08/2015	56125	HVAC OPTIMIZATION-FS#65	
		09/08/2015	56130	HVAC OPTIMIZATION-FS#2	
		09/08/2015	56128	HVAC OPTIMIZATION-FS#6	
	15877	09/21/2015	56124	HVAC OPTIMIZATION-RED MAPLE	\$671.50
		09/21/2015	56406	HVAC REPAIR SERVICE-RED MAPLE	
Remit to: MURRIETA, CA					FYTD: \$9,941.22
GENESIS SPORTS	15795	09/08/2015	AUG-2015	INSTRUCTOR SERVICES-GENESIS HOOPS BASKETBALL CLINIC	\$115.20
Remit to: RIVERSIDE, CA					FYTD: \$1,036.80
GEOCON WEST, INC	226175	09/08/2015	7507019	CONSULTANT - E SUNNYMEAD SD	\$675.00
	226276	09/21/2015	7508164	CONSULTANT - E SUNNYMEAD SD	\$4,667.50
Remit to: SAN DIEGO, CA					FYTD: \$5,342.50
GIBA, JEFFREY J.	226244	09/14/2015	REIMB.	DISTRICT 2 DISCRETIONARY OVERPAYMENT	\$537.12
		09/14/2015	6/24-6/26/15	TRAVEL PER DIEM & EXPENSES REIMB-LCC 2015 MAYOR & COUNCIL FORUM	
	226318	09/21/2015	9/29-10/2/15	TRAVEL PER DIEM-LEAGUE OF CA. CITIES ANNUAL CONF. & EXPO	\$196.00
Remit to: MORENO VALLEY, CA					FYTD: \$733.12

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GOLDBERG-RUDNICK, JENNIFER	226252	09/14/2015	R15-089162	AS REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$75.00
GONZALEZ, MARIA	226197	09/08/2015	0007673	APPEAL FOR FIRE WAIVED	\$100.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$100.00
GOZDECKI, DAN	15832	09/14/2015	SEP-2015 YOUTH	INSTRUCTOR SERVICES-KUNG FU CLASS	\$324.00
		09/14/2015	SEP-2015 ADULT	INSTRUCTOR SERVICES-KUNG FU CLASS	
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$945.00
GUTIERREZ, YXSTIAN	226319	09/21/2015	9/29-10/2/15	TRAVEL PER DIEM-LEAGUE OF CA. CITIES ANNUAL CONF. & EXPO	\$196.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$196.00
HANTULI, NISREEN	226327	09/21/2015	MVP58869	REFUND-VIOLATION DISMISSED	\$432.50
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$432.50
HARGIS, STEVE	226370	09/28/2015	10/3-10/6/15	TRAVEL PER DIEM-MISAC TECHNICAL & MGMT TRAINING/AWARD ACCEPTANCE	\$248.50
Remit to: TEMECULA, CA					<u>FYTD:</u> \$248.50
HARRIS, PATRICE	226328	09/21/2015	1282673	COTTONWOOD RENTAL REFUND DEPOSIT	\$200.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$200.00
HATZL-PATTERSON, NINA MICHELE	226245	09/14/2015	9/16-9/18/15	TRAVEL PER DIEM & MILEAGE-ICSC WESTERN CONFERENCE	\$283.27
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$283.27

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HEALD, DENA	226224	09/10/2015	9/12-9/15/15	TRAVEL PER DIEM-NEW WORLD SYSTEMS EXEC. CUSTOMER CONF.	\$248.50
Remit to: CORONA, CA					FYTD: \$248.50
HERRERO JR, ROGELIO	226198	09/08/2015	R15-086870	AS REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: MORENO VALLEY, CA					FYTD: \$75.00
HILLTOP GEOTECHNICAL, INC.	15833	09/14/2015	15054	CONSULTANT - CACTUS STAGE 2 801 0031	\$12,303.00
Remit to: SAN BERNARDINO, CA					FYTD: \$21,877.00
HLP, INC.	15928	09/28/2015	11073	WEB LICENSE MONTHLY FEES	\$28.00
Remit to: LITTLETON, CO					FYTD: \$17,735.15
HONDA YAMAHA OF REDLANDS	15879	09/21/2015	60776	MAINT & REPAIRS-TRAFFIC MOTORCYCLE	\$4,239.91
		09/21/2015	61053	MAINT & REPAIRS-TRAFFIC MOTORCYCLE	
		09/21/2015	61418	MAINT & REPAIRS-TRAFFIC MOTORCYCLE	
		09/21/2015	60549	MAINT & REPAIRS-TRAFFIC MOTORCYCLE	
	15929	09/28/2015	61443	MAINT & REPAIRS-TRAFFIC MOTORCYCLE	\$72.94
		09/28/2015	60777	CREDIT FOR OVERCHARGED REPAIR SERVICES	
Remit to: REDLANDS, CA					FYTD: \$9,576.14
HORTON SMITH JR., PAUL	226278	09/21/2015	CHK256890	REISSUANCE OF CHECK #256890	\$809.47
Remit to: MORENO VALLEY, CA					FYTD: \$809.47
HOWARD, CHAD	226246	09/14/2015	9/21-9/24/15	TRAVEL PER DIEM-2015 CATO TRAINING CONF.	\$178.50
Remit to: MORENO VALLEY, CA					FYTD: \$178.50

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HUNTER , SARAH	226199	09/08/2015	R15-088587	AS REFUND-2RABIES,1 S/N DEPOSITS	\$115.00
Remit to: MILWAUKIE, OR					<u>FYTD:</u> \$115.00
HURST, JOYCE	226329	09/21/2015	1283070	REFUND ENTRY ERROR	\$48.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$48.00
ICMA RETIREMENT CORP	15775	09/04/2015	2016-00000092	8030 - DEF COMP 457 - ICMA	\$7,923.84
	15852	09/18/2015	2016-00000114	8030 - DEF COMP 457 - ICMA	\$7,923.84
Remit to: BALTIMORE, MD					<u>FYTD:</u> \$48,543.04
IES COMMERCIAL, INC	15880	09/21/2015	119170	UPGRADE NETBOX EXTREME CONTROLLER-PD	\$2,803.24
Remit to: TEMPE, AZ					<u>FYTD:</u> \$3,658.24
INLAND OVERHEAD DOOR COMPANY	226349	09/28/2015	39260	AUTO GATE REPAIR SVCS-FS#99 (REPLACED LOGIC BOARD)	\$659.85
		09/28/2015	39193	FRONT DOOR REPAIR SVCS-FS#65	
Remit to: COLTON, CA					<u>FYTD:</u> \$7,010.60
INSIDE PLANTS, INC.	15930	09/28/2015	56286	PLANT MAINTENANCE AT CRC-AUG 2015	\$1,029.00
		09/28/2015	56660	PLANT MAINTENANCE AT CRC-SEPT 2015	
		09/28/2015	55920	PLANT MAINTENANCE AT CRC-JUL 2015	
Remit to: CORONA, CA					<u>FYTD:</u> \$1,029.00
INTERNATIONAL, BRINKER	226200	09/08/2015	ACCT 00426	OVERPAYMENT	\$8.60
Remit to: DALLAS, TX					<u>FYTD:</u> \$8.60

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IRON MOUNTAIN, INC	15834	09/14/2015	LUY9873	OFF-SITE STORAGE OF CITY RECORDS-SEPT15	\$1,696.78
Remit to: PASADENA, CA					FYTD: \$5,302.36
JDH CONTRACTING	15881	09/21/2015	091615-01	1ST FLOOR CDD DIRECTOR'S OFFICE CONSTRUCTION	\$7,418.00
Remit to: RIVERSIDE, CA					FYTD: \$20,217.00
JENKINS & HOGIN, LLP	226350	09/28/2015	23340	LEGAL SERVICES	\$7,684.85
		09/28/2015	23448	LEGAL SERVICES	
		09/28/2015	23341	LEGAL SERVICES	
Remit to: MANHATTAN BEACH, CA					FYTD: \$24,704.85
JIMENEZ, CLEMENT	226371	09/28/2015	10/3-10/10/15	TRAVEL PER DIEM-APPA FALL INSTITUTE/UNDERGRND. DIST. SYS. TRNG.	\$420.00
Remit to: HEMET, CA					FYTD: \$420.00
JOE A. GONSALVES & SON	15931	09/28/2015	25427	LOBBYIST SERVICES-AUG15	\$9,045.00
		09/28/2015	25498	LOBBYIST SERVICES-SEPT15	
		09/28/2015	25355	LOBBYIST SERVICES-JUL15	
Remit to: SACRAMENTO, CA					FYTD: \$9,045.00
JOHNSON MEZZCAP	15882	09/21/2015	1084	LITE OWLS & E-SERIES EQUIPMENT LEASE-OCT15	\$2,243.51
Remit to: DALLAS, TX					FYTD: \$8,974.04
JOHNSON, TRACY	226351	09/28/2015	SEP-2015	INSTRUCTOR SERVICES - SHITO-RYU KARATE CLASS	\$304.20
Remit to: MORENO VALLEY, CA					FYTD: \$1,178.80

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JONES, VALORIA	226201	09/08/2015	1277867	REFUND FOR PEW WEE BASKETBALL	\$62.00
Remit to: MORENO VALLEY, CA					FYTD: \$62.00
JOSE DOMINGUEZ	226279	09/21/2015	MV1510	FULL AND FINAL SETTLEMENT	\$6,500.00
Remit to: PALM DESERT, CA					FYTD: \$6,500.00
JOSE DOMINGUEZ, FBO ADRIAN DOMINGUEZ	226280	09/21/2015	MV1510	FULL AND FINAL SETTLEMENT (DOMINGUEZ, JOSE/ADRIAN)	\$2,500.00
Remit to: PALM DESERT, CA					FYTD: \$2,500.00
K&S PROPERTY, LLC	226377	09/28/2015	PM 33361	REFUND-SECURITY DEPOSIT FOR PA13-0041/27420 IRIS AVE	\$4,950.00
Remit to: IRVINE, CA					FYTD: \$4,950.00
KENASTON FLOORING	226281	09/21/2015	14024	NEW FLOORING AT TOWNGATE COMMUNITY CENTER	\$15,525.00
Remit to: SAN BERNARDINO, CA					FYTD: \$32,425.00
KERENYI, JOHN	226247	09/14/2015	9/21-9/23/15	TRAVEL PER DIEM & MILEAGE-ITS CALIF. 2015 ANNUAL MEETING	\$267.20
Remit to: MENIFEE, CA					FYTD: \$267.20
KNORR SYSTEMS, INC	226176	09/08/2015	SI168833	SPLASH PAD SUPPLIES-CFD#1	\$174.72
Remit to: SANTA ANA, CA					FYTD: \$174.72
KONONCHUK, KATHERINE	226253	09/14/2015	R15-088339	AS REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: MURRIETA, CA					FYTD: \$75.00
LACSON, HELEN FONTANILLA	226330	09/21/2015	MV3140826031	REFUND-PARKING CITATION OVERPAYMENT	\$57.50
Remit to: MORENO VALLEY, CA					FYTD: \$57.50

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
LAMBERT, TIANA	226331	09/21/2015	MVU 7010899-05	SOLAR INCENTIVE REBATE	\$5,100.00
Remit to: MORENO VALLEY, CA					FYTD: \$5,100.00
LANDCARE USA, LLC	15835	09/14/2015	7975980	LANDSCAPE MAINT.-SD LMD ZN 04-JUL 2015	\$6,116.13
		09/14/2015	7975978-CREDIT	CREDIT-JULY LANDSCAPE MAINT FOR SD LMD ZN 01-FOR EXC. WATER CHGS	
Remit to: RIVERSIDE, CA					FYTD: \$129,681.91
LASER ENGRAVING MEMORIES	226232	09/14/2015	CF-01	TILE MURALS - FS#48	\$691.03
Remit to: PERRIS, CA					FYTD: \$691.03
LAWN TECH EQUIPMENT	15933	09/28/2015	534378	MAINT. & REPAIRS-TREE TRIMMING EQUIPMENT	\$67.60
Remit to: RIVERSIDE, CA					FYTD: \$275.92
LEACH, SHANTEL	226254	09/14/2015	R15-089930	AS REFUND-OVERPMT ON LIC RENEWAL	\$32.00
Remit to: MORENO VALLEY, CA					FYTD: \$32.00
LEADERSHIP MORENO VALLEY	226282	09/21/2015	SEP15-OCT16	TUITION & FEES FOR ALIA RODRIGUEZ	\$600.00
Remit to: MORENO VALLEY, CA					FYTD: \$600.00
LEADING EDGE LEARNING CENTER	226353	09/28/2015	SEP-2015	INSTRUCTOR SERVICES-GED TEST & ENGLISH AS A SECOND LANG. CLASSES	\$264.00
Remit to: RIVERSIDE, CA					FYTD: \$670.40
LEAGUE OF CALIFORNIA CITIES-RIV CNTY DIV	226387	09/29/2015	REG-9/30-10/2/15	REGISTRATION FEE-J. MOLINA FOR LCC CONF. & EXPO 9/30-10/2/15	\$550.00
Remit to: SACRAMENTO, CA					FYTD: \$550.00

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
LEAGUE OF CALIFORNIA CITIES- RIV CNTY DIV 1	226233	09/14/2015	10/2/15 MTNG.	ANNUAL CONF. BREAKFAST MEETING-6 ATTENDEES	\$150.00
Remit to: MIRA LOMA, CA					<u>FYTD:</u> \$210.00
LEE, JESSICA	226378	09/28/2015	R15-090095	AS REFUND-OVERPMT ON LIC RENEWAL	\$53.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$53.00
LEE, MIKE	15836	09/14/2015	9/16-9/18/15	TRAVEL PER DIEM & MILEAGE-ICSC WESTERN CONF. & DEAL MAKING	\$225.77
Remit to: CHINO HILLS, CA					<u>FYTD:</u> \$225.77
LEE, MITCHELL JR	226332	09/21/2015	MV2150413019	REFUND-PARKING CITATION OVERPAYMENT	\$57.50
Remit to: FULLERTON, CA					<u>FYTD:</u> \$57.50
LEE-MCDUFFIE, PRECIOUS	226386	09/28/2015	SEP-2015	INSTRUCTOR SERVICES-ACTING FOR KIDS CLASS	\$324.80
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$324.80
LIEBERT, CASSIDY, WHITMORE	226354	09/28/2015	RHD 10-20	REGISTRATION-ACA REPORTING WEBINAR	\$4,207.50
		09/28/2015	1404383	ERC MEMBERSHIP W/ BASIC LIBRARY SUBS. 7/1/15-6/30/16	
		09/28/2015	1409805	LEGAL SERVICES-MO140-00001	
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$12,952.80
LOZANO, PORFIRO	226202	09/08/2015	R15-089578	AS REFUND-ADOPT,LIC,VACS,CHIP	\$65.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$65.00

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
LYONS SECURITY SERVICE, INC	15797	09/08/2015	22130	SECURITY GUARD SVCS-CRC-JUL15	\$7,784.48
		09/08/2015	22217	SECURITY GUARD SVCS-CITY HALL-AUG15	
		09/08/2015	22218	SECURITY GUARD SVCS-CRC-AUG15	
		09/08/2015	22219	SECURITY GUARD SVCS-CRC SPECIAL EVENTS-AUG15	
		09/08/2015	22222	SECURITY GUARD SVCS-TOWNGATE-AUG15	
		09/08/2015	22221	SECURITY GUARD SVCS-LIBRARY FILL-IN-AUG15	
		09/08/2015	22223	SECURITY GUARD SVCS-MVU-AUG15	
		09/08/2015	22220	SECURITY GUARD SVCS-LIBRARY-AUG15	
		09/08/2015	22224	SECURITY GUARD SVCS-COTTONWOOD G/C SPECIAL EVENTS-AUG15	
	15883	09/21/2015	22131	SECURITY GUARD SVCS-CRC SPECIAL EVENTS-JUL15	\$1,022.86
Remit to: ANAHEIM, CA					<u>FYTD:</u> \$30,714.84
MANDELL MUNICIPAL COUNSELING	226355	09/28/2015	JUL 2015	LEGAL SERVICES-CSD TRANSITIONS PROJECT	\$275.00
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$1,025.00
MARCH JOINT POWERS AUTHORITY	226177	09/08/2015	0036043	GAS CHARGES-BLDG. 938-JUL15	\$4.02
		09/08/2015	0036040	GAS CHARGES-MFPCC BLDG. 823-JUL15	
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$38,677.29
MARCOTTE, KEN	226255	09/14/2015	R15-089785	AS REFUND-ADOPT,RAB DEP,VACS,CHIP	\$87.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$87.00

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
MARIPOSA HORTICULTURAL ENTERPRISES, INC.	15798	09/08/2015	69651	LANDSCAPE EXTRA WORK-JUL15-ZONE D/IRRIGATION REPAIR	\$24,218.79
		09/08/2015	69656	LANDSCAPE EXTRA WORK-JUL15-ZONE D/IRRIGATION REPAIR	
		09/08/2015	69658	LANDSCAPE EXTRA WORK-JUL15-ZONE D/IRRIGATION REPAIR	
		09/08/2015	69657	LANDSCAPE EXTRA WORK-JUL15-ZONE D/IRRIGATION REPAIR	
		09/08/2015	69644	LANDSCAPE EXTRA WORK-JUL15-ZONE D/INSTALL MULCH TRACT 20404	
		09/08/2015	69648	LANDSCAPE EXTRA WORK-JUL15-ZONE D/CLEAR TUMBLEWEEDS DUE TO WIND	
		09/08/2015	69655	LANDSCAPE EXTRA WORK-JUL15-ZONE D/IRRIGATION REPAIR	
		09/08/2015	69654	LANDSCAPE EXTRA WORK-JUL15-ZONE D/REPLACE BACKFLOW	
		09/08/2015	69652	LANDSCAPE EXTRA WORK-JUL15-ZONE D/IRRIGATION REPAIR	
		09/08/2015	69647	LANDSCAPE EXTRA WORK-JUL15-ZONE D/TUMBLEWEEDS REMOVAL TR. 20552	
		09/08/2015	69581	LANDSCAPE MAINT.-ZONE D-JUL 2015	
		09/08/2015	69645	LANDSCAPE EXTRA WORK-JUL15-ZONE D/FLOOD CHANNELS LANDSC. MAINT.	
		09/08/2015	69653	LANDSCAPE EXTRA WORK-JUL15-ZONE D/IRRIGATION REPAIR	
		09/08/2015	69646	LANDSCAPE EXTRA WORK-JUL15-ZONE D/RE-GRADE FLOOD CH. ENTRANCE	
		09/08/2015	69650	LANDSCAPE EXTRA WORK-JUL15-ZONE D/IRRIGATION REPAIR	

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
MARIPOSA HORTICULTURAL ENTERPRISES, INC.	15884	09/21/2015	69634	REMOVE & STUMP GRIND AFFECTED TREES AT CITY HALL	\$7,186.68
		09/21/2015	69633	TREATED TREES AT CITY HALL WITH OTC & IRON BY INJECTIONS	
		09/21/2015	69606	LANDSCAPE MAINT.-PUBLIC SAFETY BLDG.-JUL15	
		09/21/2015	69612	LANDSCAPE MAINT.-FIRE STATIONS-JUL15	
		09/21/2015	69611	LANDSCAPE MAINT.-ANNEX 1-JUL15	
		09/21/2015	69610	LANDSCAPE MAINT.-VETERAN'S MEMORIAL-JUL15	
		09/21/2015	69609	LANDSCAPE MAINT.-CITY HALL-JUL15	
Remit to: IRWINDALE, CA					FYTD: \$166,510.46
MARTINEZ CONCRETE, INC	226283	09/21/2015	1506-1R	RETENTION - PROJECT NO. 801 0058	\$9,413.73
Remit to: AZUSA, CA					FYTD: \$9,413.73
MCCAIN TRAFFIC SUPPLY	226178	09/08/2015	195642	TRAFFIC EQUIPMENT - RECHE VISTA	\$11,258.97
	226284	09/21/2015	INV0195646	TRAFFIC EQUIPMENT (333L CABINET)-INDIAN ST/CACTUS AVE	\$11,258.97
Remit to: VISTA, CA					FYTD: \$22,517.94
MCCALLISTER, SHIRLEY	226203	09/08/2015	R15-086691	AS REFUND-RABIES DEPOSIT	\$20.00
Remit to: MORENO VALLEY, CA					FYTD: \$20.00
MCKINNEY, BROOKE	226225	09/10/2015	9/13-9/15/15	TRAVEL PER DIEM-NEW WORLD SYSTEMS EXEC. CUSTOMER CONF.	\$177.50
Remit to: RIVERSIDE, CA					FYTD: \$253.91

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
MEEKS, DANIEL	15799	09/08/2015	072015	SPORTS OFFICIATING SERVICES-SOFTBALL	\$168.00
		09/08/2015	083015	SPORTS OFFICIATING SERVICES-SOFTBALL	
		09/08/2015	072315	SPORTS OFFICIATING SERVICES-SOFTBALL	
	15885	09/21/2015	090315	SPORTS OFFICIATING SERVICES-SOFTBALL	\$147.00
		09/21/2015	090515	SPORTS OFFICIATING SERVICES-SOFTBALL	
		09/21/2015	082715	SPORTS OFFICIATING SERVICES-SOFTBALL	
Remit to: PERRIS, CA					<u>FYTD:</u> \$798.00
MELENDEZ, JACKIE	15838	09/14/2015	9/16-9/18/15	TRAVEL PER DIEM & MILEAGE-ICSC WESTERN CONFERENCE	\$283.27
Remit to: UPLAND, CA					<u>FYTD:</u> \$283.27
MENGISTU, YESHIALEM	15800	09/08/2015	8/12-8/31/15	MILEAGE REIMBURSEMENT	\$161.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$161.00
MERCHANTS LANDSCAPE SERVICES INC	15935	09/28/2015	46358	IRRIGATION REPAIRS-SD LMD ZN 03-AUG15	\$8,281.23
		09/28/2015	46259	LANDSCAPE MAINT.-ZONES E-8, SD LMD ZN 05, 06 & 07-AUG 2015	
Remit to: MONTEREY PARK, CA					<u>FYTD:</u> \$70,146.18
METRO PCS NETWORKS, LLC	226204	09/08/2015	LA4010 & LA3114A	RETURN OF UNUSED DEPOSIT FOR CELL TOWERS	\$11,420.00
Remit to: RICHARDSON, TX					<u>FYTD:</u> \$11,420.00
MICON CONSTRUCTION, INC.	15801	09/08/2015	7787-01	REPLACE/ADD PLAY EQUIPMENT AT WESTON PARK	\$4,000.00
Remit to: PLACENTIA, CA					<u>FYTD:</u> \$38,593.28

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MILLER, KARI	226205	09/08/2015	1280314 1280304	REFUND FOR CREDITING FOR CREATIVE BRAIN STORM	\$62.00
	226206	09/08/2015	1268815	REFUND FOR JUNIOR TENNIS	\$79.00
	226256	09/14/2015	1280304	REFUND-CANCELLED CONTRACT CLASS	\$94.00
Remit to: PERRIS, CA					FYTD: \$62.00
MIRACLE RECREATION EQUIPMENT	15936	09/28/2015	764713	PLAYGROUND EQUIPMENT FOR HIDDEN SPRINGS PARK	\$2,733.36
Remit to: DALLAS, TX					FYTD: \$51,140.05
MOLINA, JESSE L.	226388	09/29/2015	9/30-10/2/15	TRAVEL PER DIEM-LEAGUE OF CA. CITIES ANNUAL CONF. & EXPO	\$140.00
Remit to: MORENO VALLEY, CA					FYTD: \$140.00
MONTGOMERY PLUMBING INC	226285	09/21/2015	072815	PLUMBING SERVICE-MFPCC	\$1,483.00
		09/21/2015	072915	PLUMBING SERVICE-TOWNGATE	
Remit to: MORENO VALLEY, CA					FYTD: \$11,725.50
MORENO VALLEY CHAMBER OF COMMERCE	226286	09/21/2015	4860	WAKE-UP MEETING ATTENDANCE-8/26/15	\$120.00
Remit to: MORENO VALLEY, CA					FYTD: \$400.00
MORENO VALLEY CITY EMPLOYEES ASSOC.	15777	09/04/2015	2016-00000094	8710 - MVCEA EMPLOYEE DUES	\$1,245.00
	15854	09/18/2015	2016-00000116	8710 - MVCEA EMPLOYEE DUES	\$1,245.00
Remit to: MORENO VALLEY, CA					FYTD: \$7,436.00

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MORENO VALLEY MANAGEMENT ASSOCIATION	15802	09/08/2015	2016-00000082	8705 - MVMA EMPLOYEE DUES	\$680.00
	15886	09/21/2015	2016-00000103	8705 - MVMA EMPLOYEE DUES	\$690.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$4,030.00
MORENO VALLEY UTILITY	226235	09/14/2015	7013411-01/AUG15	ELECTRICITY-UTILITY FIELD OFFICE	\$220.69
Remit to: HEMET, CA					<u>FYTD:</u> \$307,683.02
MOSS BROS MORENO VALLEY PROPERTIES, LLC	226207	09/08/2015	REFUND	REFUND-DEPOSIT BALANCE (CLOSED ACCT)	\$686.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$686.00
MUNICIPAL HOUSING SOLUTIONS	15887	09/21/2015	MHS-07	CONSULTING SERVICES TO REVIEW AFFORDABLE HOUSING PROGRAMS	\$9,822.50
	15937	09/28/2015	MHS-08	CONSULTING SERVICES TO REVIEW AFFORDABLE HOUSING PROGRAMS	\$6,937.50
Remit to: AZUSA, CA					<u>FYTD:</u> \$23,460.00
MUSIC CHANGING LIVES	15938	09/28/2015	SEP-2015	INSTRUCTOR SERVICES-COMIC BOOK CREATION/DRAWING FOR KIDS CLASSES	\$282.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$564.00
MV RANCHO DORADO, LP	226208	09/08/2015	REFUND	REFUND-DEPOSIT BALANCE (CLOSED ACCT)	\$25.00
Remit to: IRVINE, CA					<u>FYTD:</u> \$25.00
N P G CORPORATION	15803	09/08/2015	1113904	NEW ADA RAMP AND SIDEWALK AT HIDDEN SPRINGS PARK	\$16,460.00
Remit to: PERRIS, CA					<u>FYTD:</u> \$16,460.00

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N.E.A.D., INC	226180	09/08/2015	1188	MONTHLY MAINT. FEES FOR MY CITY MOBILE APP / JUL-SEP 2015	\$1,500.00
Remit to: HUNTINGTON BEACH, CA					<u>FYTD:</u> \$1,500.00
NAMEKATA, DOUGLAS	226356	09/28/2015	SEP-2015	INSTRUCTOR SERVICES - SHITO-RYU KARATE CLASS	\$304.20
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$933.40
NAMEKATA, JAMES	226357	09/28/2015	SEP-2015	INSTRUCTOR SERVICES - SHITO-RYU KARATE CLASS	\$304.20
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$933.40
NATIONWIDE RETIREMENT SOLUTIONS CP	15780	09/04/2015	2016-00000098	8020 - DEF COMP PST - NATIONWIDE*	\$2,821.92
	15855	09/18/2015	2016-00000117	8020 - DEF COMP PST - NATIONWIDE	\$2,269.42
Remit to: COLUMBUS, OH					<u>FYTD:</u> \$171,216.41
NAVARRO, JOSE	226333	09/21/2015	7012751-02	SOLAR INCENTIVE REBATE	\$6,083.66
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$6,083.66
NAVCO NETWORKS & SECURITY	15804	09/08/2015	423207	SERVICE FOR STATION SECURITY DVR SYSTEM PROBLEM	\$262.50
Remit to: ANAHEIM, CA					<u>FYTD:</u> \$630.00
NEW HORIZON MOBILE HOME PARK	15888	09/21/2015	AUG 2015	REFUND UUT AUG 2015	\$4.68
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$19.14
NEW IMAGE COMMERCIAL FLOORING	226236	09/14/2015	14154	CARPET REPAIRS AT PUBLIC SAFETY BLDG.-ENTRYWAY & CHIEF'S AREA	\$1,183.75
Remit to: SAN BERNARDINO, CA					<u>FYTD:</u> \$5,419.89

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NGUYEN, QUANG	15805	09/08/2015	JUN-JUL 2015	MILEAGE REIMBURSEMENT	\$167.33
Remit to: BUENA PARK, CA					<u>FYTD:</u> \$167.33
NORWOOD, DARLY	226257	09/14/2015	1282201	REFUND FOR YOUTH JR BASKETBALL SCHEDULE CONFLICT	\$93.00
Remit to: GILMAN HOT SPRIN, CA					<u>FYTD:</u> \$93.00
NUNO, ADRIANA	226334	09/21/2015	1281603	REFUND ON RENTAL DEPOSIT CONTRACT #27004	\$300.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$300.00
OC HILLS COMPANY	226258	09/14/2015	BL#21918-YR2015	REFUND OF OVERPAYMENT FOR BL#21918	\$65.38
Remit to: ANAHEIM, CA					<u>FYTD:</u> \$65.38
OMNI-MEANS, LTD.	226237	09/14/2015	35524	CONSULTANT - SUNNYMEAD/SR-60	\$20,029.30
Remit to: ROSEVILLE, CA					<u>FYTD:</u> \$20,029.30
O'REILLY AUTO PARTS #3168	226379	09/28/2015	BL#29202-YR2015	REFUND OF OVERPAYMENT FOR BL#29202	\$175.00
Remit to: SPRINGFIELD, MO					<u>FYTD:</u> \$175.00
OROZCO, MARIA	226335	09/21/2015	MVU 7013166-02	SOLAR INCENTIVE REBATE	\$6,497.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$6,497.00
OVERLAND PACIFIC & CUTLER, INC.	15806	09/08/2015	1507097	ROW SERVICES	\$3,150.00
	15889	09/21/2015	1508057	ROW - VARIOUS PROJECTS	\$2,310.00
Remit to: LONG BEACH, CA					<u>FYTD:</u> \$8,295.00

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PACIFIC ALARM SERVICE, INC	15807	09/08/2015	R 114492	BURGLAR ALARM SYSTEM RENT/SVC/MONITORING-MVU SUBSTATION-SEP15	\$244.00
Remit to: BEAUMONT, CA					<u>FYTD:</u> \$732.00
PACIFIC TELEMAGEMENT SERVICES	15890	09/21/2015	776569	PAY PHONE SERVICES-OCT15	\$313.20
Remit to: SAN RAMON, CA					<u>FYTD:</u> \$1,284.12
PAINTING BY ZEB BODE	15808	09/08/2015	081415	PAINT PROJECT-WALLS & FLOORS AT ANIMAL SHELTER	\$650.00
	15839	09/14/2015	083115	REPAINTING OF RED & YELLOW CURBING AT PUBLIC SAFETY BLDG.	\$738.00
	15941	09/28/2015	091715	PAINTING OF CRC STAGE FLOOR AND 11 PLATFORMS	\$3,830.00
Remit to: NORCO, CA					<u>FYTD:</u> \$6,868.00
PALAU, SHANNA	226320	09/21/2015	9/29-10/2/15	TRAVEL PER DIEM-LEAGUE OF CA. CITIES ANNUAL CONF. & EXPO	\$175.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$175.00
PARSONS	226209	09/08/2015	RS002901	REFUND OF UNUSED DEPOSIT FOR CELL TOWER	\$1,361.96
Remit to: IRVINE, CA					<u>FYTD:</u> \$1,361.96
PEDLEY SQUARE VETERINARY CLINIC	15942	09/28/2015	AUG-2015	VETERINARY SERVICES FOR MV ANIMAL SHELTER	\$18,012.96
		09/28/2015	JUL-2015	VETERINARY SERVICES FOR MV ANIMAL SHELTER	
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$48,846.38

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PERS LONG TERM CARE PROGRAM	226181	09/08/2015	2016-00000083	4720 - PERS LONG TERM CARE	\$460.33
	226289	09/21/2015	2016-00000104	4720 - PERS LONG TERM CARE	\$460.33
Remit to: PASADENA, CA					FYTD: \$2,761.98
PERS RETIREMENT	15823	09/11/2015	P150828P	PERS RETIREMENT DEPOSIT - PEPRA	\$12,567.89
	15824	09/11/2015	P150814a	PERS RETIREMENT - CLASSIC FINAL	\$2,662.17
	15825	09/11/2015	P150814b	PERS RETIRMENT - PEPRA FINAL	\$10,569.71
	15914	09/25/2015	P150828a	PERS RETIREMENT - CLASSIC FINAL	\$1,980.87
	15915	09/25/2015	P150828b	PERS RETIREMENT - PEPRA FINAL	\$12,243.50
	15917	09/25/2015	P150911P	PERS RETIREMENT DEPOSIT - PEPRA	\$12,633.07
Remit to: SACRAMENTO, CA					FYTD: \$1,825,062.17
PETALS THE CLOWN & FRIENDS	226194	09/08/2015	203	CLOWN ENTERTAINMENT FOR YOUTHFEST-COMMUNITY PARK 9/12/15	\$255.00
Remit to: RIVERSIDE, CA					FYTD: \$425.00
PETTY CASH - FINANCE	226372	09/28/2015	JUL/AUG 2015	PETTY CASH FUND REPLENISHMENT	\$930.42
Remit to: MORENO VALLEY, CA					FYTD: \$2,235.16
PIONEER CREDIT RECOVERY, INC	226182	09/08/2015	2016-00000084	1015 - GARNISHMENT - CREDITOR %	\$226.21
	226290	09/21/2015	2016-00000105	1015 - GARNISHMENT - CREDITOR %	\$226.37
Remit to: ARCADE, NY					FYTD: \$1,388.99
PITASSI ARCHITECTS, INC	15891	09/21/2015	13742	CONSULTANT - CORP YARD	\$10,172.77
Remit to: RANCHO CUCAMONGA, CA					FYTD: \$16,210.07

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
PONCE, MICAELA	226259	09/14/2015	1280338	REFUND FROM LEFT OVER CREDIT	\$14.00
Remit to: MORENO VALLEY, CA					FYTD: \$14.00
PRICE, GEORGE E.	15912	09/21/2015	9/29-10/2/15	TRAVEL PER DIEM-LEAGUE OF CA. CITIES ANNUAL CONF. & EXPO	\$196.00
Remit to: MORENO VALLEY, CA					FYTD: \$196.00
PROFESSIONAL COMMUNICATIONS NETWORK PCN	226291	09/21/2015	150800370	LIVE ANSWERING SERVICE FOR ROTATIONAL TOW PROGRAM VEHICLES	\$1,567.00
		09/21/2015	150900317	LIVE ANSWERING SERVICE FOR ROTATIONAL TOW PROGRAM VEHICLES	
		09/21/2015	150700387	LIVE ANSWERING SERVICE FOR ROTATIONAL TOW PROGRAM VEHICLES	
Remit to: RIVERSIDE, CA					FYTD: \$1,567.00
PRUITT, CHERYL	15943	09/28/2015	SEP-2015	INSTRUCTOR SERVICES-COMPUTERS FOR BEGINNERS CLASS	\$390.00
Remit to: MORENO VALLEY, CA					FYTD: \$687.00
RAMIN, FRAUKE	226210	09/08/2015	R15-088819	AS REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: MORENO VALLEY, CA					FYTD: \$75.00
RAMOS, ROBERTO	15892	09/21/2015	SEP-2015	INSTRUCTOR SERVICES-KINDER KARATE & TAE KWON DO CLASSES	\$759.50
Remit to: MORENO VALLEY, CA					FYTD: \$1,886.50
RANCHO BELAGO DANCE COMPANY	15893	09/21/2015	SEP-2015	INSTRUCTOR SERVICES-DANCE CLASSES	\$280.00
Remit to: MORENO VALLEY, CA					FYTD: \$506.00

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READY REFRESH BY NESTLE	15863	09/21/2015	05H0029115177	WATER PURIF. UNITS RENTAL-ANIMAL SHELTER	\$539.80
		09/21/2015	05H0029115144	WATER PURIF. UNIT RENTAL-LIBRARY	
		09/21/2015	05H0029115359	WATER PURIF. UNIT RENTAL-CRC	
		09/21/2015	05H0032389744	WATER PURIF. UNIT RENTAL-FIRE STATION #99	
		09/21/2015	05H0029647914	WATER PURIF. UNIT RENTAL-FIRE STATION #6	
		09/21/2015	05H0032414377	WATER PURIF. UNIT RENTAL-PUBLIC SAFETY BLDG.	
		09/21/2015	05H0029115110	WATER PURIF. UNITS RENTAL-CITY YARD & TRANSP. TRAILER	
		09/21/2015	05H0028990919	WATER PURIF. UNITS RENTAL-CITY HALL	
		09/21/2015	05H0029647948	WATER PURIF. UNIT RENTAL-FIRE STATION #48	
		09/21/2015	05H0029647971	WATER PURIF. UNIT RENTAL-FIRE STATION #2	
		09/21/2015	05H0029647997	WATER PURIF. UNIT RENTAL-FIRE STATION #58	
		09/21/2015	05H0029648037	WATER PURIF. UNIT RENTAL-FIRE STATION #91	
		09/21/2015	05H0029648052	WATER PURIF. UNIT RENTAL-FIRE STATION #65	
09/21/2015	05H0029115201	05H0029115201	WATER PURIF. UNIT RENTAL-SENIOR CENTER		
Remit to: LOUISVILLE, KY					FYTD: \$1,916.29
REGALADO, BLANCA E	15944	09/28/2015	SEP-2015	INSTRUCTOR SERVICES-FOLKLORIC DANCE ADULT & YOUTH CLASSES	\$303.00
Remit to: MORENO VALLEY, CA					FYTD: \$1,080.00

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REPUBLIC MASTER CHEFS TEXTILE RENTAL SERVICE	15809	09/08/2015	11652851	LINENS RENTAL FOR CRC BALL ROOM	\$22.00
	15894	09/21/2015	11663936	LINENS RENTAL FOR CRC BALL ROOM	\$44.00
		09/21/2015	11658186	LINENS RENTAL FOR CRC BALL ROOM	
	15945	09/28/2015	11669678	LINENS RENTAL-CRC BALL ROOM	\$83.04
		09/28/2015	S488087	LINENS RENTAL-CRC SPECIAL EVENTS	
Remit to: LOS ANGELES, CA					FYTD: \$408.42
REYES, JULIE	226183	09/08/2015	6/11-8/28/15	MILEAGE REIMBURSEMENT	\$217.93
	226321	09/21/2015	9/30-10/2/15	TRAVEL PER DIEM & MILEAGE-LEAGUE OF CA. CITIES 2015 ANNUAL CONF.	\$169.20
Remit to: RANCHO CUCAMONGA, CA					FYTD: \$1,966.33
RICHARD, ROLAND	226260	09/14/2015	1282194	REFUND CLASS CANCELLED	\$52.00
Remit to: MORENO VALLEY, CA					FYTD: \$52.00
RICK ENGINEERING COMPANY	15840	09/14/2015	44292	CONSULTING - PERRIS WDNG	\$5,160.00
		09/14/2015	44293	CONSULTING - CYCLE 3	
		09/14/2015	44294	CONSULTING - CYCLE 4	
Remit to: RIVERSIDE, CA					FYTD: \$21,670.00
RIGHTWAY SITE SERVICES, INC.	226358	09/28/2015	88682	PORTABLE RESTROOM RENTAL-EQUESTRIAN CENTER	\$591.70
		09/28/2015	88683	PORTABLE RESTROOM RENTAL-MARCH MIDDLE SCHOOL	
		09/28/2015	88681	PORTABLE RESTROOM RENTAL	
Remit to: LAKE ELSINORE, CA					FYTD: \$2,366.80

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
RIVERSIDE CONSTRUCTION COMPANY, INC	15857	09/17/2015	W150902	RETENTION PAYABLE PER ESCROW AGREEMENT-INV#150607 (PPR #22)	\$1,978.93
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$39,578.62
RIVERSIDE COUNTY SHERIFF CIVIL DIVISION-WEST	226184	09/08/2015	2016-00000085	1015 - GARNISHMENT - CREDITOR %*	\$1,209.30
	226292	09/21/2015	2016-00000106	1015 - GARNISHMENT - CREDITOR %*	\$1,220.67
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$2,958.76
RMA GROUP	226238	09/14/2015	49505	CONSULTANT - CORP YARD	\$8,817.50
Remit to: RANCHO CUCAMONGA, CA					<u>FYTD:</u> \$22,514.00
ROJAS, JACQUELINE	226380	09/28/2015	R15-089301	AS REFUND-S/N DEPOSIT	\$75.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$75.00
ROSALES, DEBBIE	15821	09/10/2015	9/12-9/15/15	TRAVEL PER DIEM & MILEAGE-NEW WORLD SYSTEMS EXEC. CUSTOMER CONF.	\$278.40
	15895	09/21/2015	TRAVEL REIMB.	REIMBURSE TRAVEL EXPENSE DURING NEW WORLD SYS CONF. 9/12-9/15/15	\$50.00
Remit to: PERRIS, CA					<u>FYTD:</u> \$2,328.40
ROTO-ROOTER PLUMBERS	15810	09/08/2015	IE265566	PLUMBING REPAIR AT COMMUNITY PARK-MAIN LINE CLEARED/QC CAMERA	\$225.00
Remit to: RANCHO CUCAMONGA, CA					<u>FYTD:</u> \$225.00
RUIZ, SAMUEL	226336	09/21/2015	MV2150204040	REFUND-PARKING CITATION OVERPAYMENT	\$58.00
Remit to: PERRIS, CA					<u>FYTD:</u> \$58.00

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
SAN BERNARDINO & RIVERSIDE CO FIRE EQUIP	15896	09/21/2015	79861	5-YEAR SPRINKLER CERT. & REPORT-ANIMAL SHELTER	\$650.00
Remit to: SAN BERNARDINO, CA					<u>FYTD:</u> \$884.24
SANDOVAL, MILDRED	226211	09/08/2015	R15-088508	AS REFUND-RABIES DEPOSIT	\$20.00
Remit to: CORONA, CA					<u>FYTD:</u> \$20.00
SANTOS-VERA, MARIA	226381	09/28/2015	1284946	TOWNGATE RENTAL REFUND DEPOSIT	\$200.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$200.00
SCHIEFELBEIN, LORI C.	226293	09/21/2015	AUG 2015	CONSULTANT SERVICES-ROTATIONAL TOW SERVICE PROGRAM	\$591.25
Remit to: BULLHEAD CITY, AZ					<u>FYTD:</u> \$2,117.50
SECTRAN SECURITY, INC	226359	09/28/2015	15080722	ARMORED TRANSPORT SERVICES-AUG 2015	\$960.75
		09/28/2015	15090720	ARMORED TRANSPORT SERVICES-SEPT 2015	
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$1,444.50
SECURITY LOCK & KEY	15946	09/28/2015	27367	LOCK REPAIR - RIDGECREST PARK	\$213.89
		09/28/2015	27348	LOCK REPAIR - BETHUNE PARK	
Remit to: YUCAIPA, CA					<u>FYTD:</u> \$1,837.16
SEETDAWN LLC	226337	09/21/2015	ACCT 14287	OVERPAYMENT FOR FALSE ALARM ACCT 14287	\$17.11
Remit to: BEAUMONT, CA					<u>FYTD:</u> \$17.11
SERTA MATTRESS	226294	09/21/2015	03013757-001	FIRE STATION #65 BEDDING REPLACEMENT	\$1,960.68
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$1,960.68

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SHARABEEN, IHAB	226261	09/14/2015	1282188	REFUND FOR TIME FOR TOTS STUDENT DROPPED	\$39.60
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$39.60
SIGLER WHOLESALE DISTRIBUTORS	226295	09/21/2015	INV-RVS15006168	PARTS FOR COTTONWOOD HVAC UNITS	\$260.57
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$17,107.54
SIMPLOT PARTNERS	226185	09/08/2015	205029793	FERTILIZER/AG CHEMICALS FOR CITY PARKS	\$1,549.81
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$5,845.61
SINGER & COFFIN, APC	15820	09/08/2015	4498	CONSULTANT INVOICE MORENO BEACH PH1 801 0038 70 77	\$306.00
Remit to: IRVINE, CA					<u>FYTD:</u> \$748.50
SKECHERS	226338	09/21/2015	701366901	SOLAR INCENTIVE REBATE	\$10,156.13
Remit to: MANHATTAN BEACH, CA					<u>FYTD:</u> \$10,156.13
SKONBERG, RIX	15897	09/21/2015	9/30-10/2/15	TRAVEL PER DIEM-LEAGUE OF CA. CITIES 2015 ANNUAL CONF.	\$140.00
Remit to: LA VERNE, CA					<u>FYTD:</u> \$650.00
SKY PUBLISHING	15898	09/21/2015	15_5_121	1/2 PAGE ADVERTISEMENT-BIN COLLECTION EVENT	\$3,000.00
		09/21/2015	15_5_119	FULL PAGE ADVERTISEMENT-HHW EVENT	
		09/21/2015	15_5_120	1/2 PAGE ADVERTISEMENT-USED OIL RECYCLING EVENT	
	15947	09/28/2015	15_P_184	PRINTING OF FALL 2015 SOARING RECREATION GUIDES	\$11,639.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$19,546.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
SKY TRAILS MOBILE VILLAGE	15899	09/21/2015	AUG 2015	REFUND UUT AUGUST 2015	\$46.99
Remit to: LOS ANGELES, CA					FYTD: \$173.04
SOCAL OFFICE TECHNOLOGIES, INC.	15900	09/21/2015	IN46293	ADDTL. TAX DUE FOR PREVIOUSLY PAID INVOICE# IN46292	\$84.11
Remit to: CYPRESS, CA					FYTD: \$84.11
SOCO GROUP, INC	15948	09/28/2015	0196806-IN	DIESEL FUEL FOR GENERATOR AT ANIMAL SHELTER	\$269.23
Remit to: PERRIS, CA					FYTD: \$79,017.36
SOLAR SERVICE CENTER, INC.	226212	09/08/2015	B1502393	REFUND-80% PLAN CK FEE (PROJ. CANCELLED)	\$107.20
	226213	09/08/2015	B1502392	REFUND-80% PERMIT FEES (PROJ. CANCELLED)	\$146.32
Remit to: RIVERSIDE, CA					FYTD: \$107.20
SOLARCITY CORPORATION	226214	09/08/2015	B1501923	REFUND-80% PERMIT FEE (PROJ. CANCELLED)	\$133.76
	226215	09/08/2015	B1500131	REFUND-80% PERMIT FEE (PROJ. CANCELLED)	\$133.76
Remit to: SAN MATEO, CA					FYTD: \$133.76
SOUTH COAST AIR QUALITY MGMT DISTRICT	226296	09/21/2015	2864076	ANNUAL OPERATING FEES-LIQUID FUEL DISPENSING SYSTEM-FS#48	\$223.89
		09/21/2015	2862864	EMISSIONS FEE-FS #48	
Remit to: DIAMOND BAR, CA					FYTD: \$915.76
SOUTHERN CALIFORNIA EDISON 1	226186	09/08/2015	AUG-15 9/8/15	ELECTRICITY	\$9,583.62
Remit to: ROSEMEAD, CA					FYTD: \$890,750.96

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
SOUTHERN CALIFORNIA GAS CO.	226299	09/21/2015	AUG-2015	GAS CHARGES	\$3,254.54
Remit to: MONTEREY PARK, CA					FYTD: \$22,566.49
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY	15842	09/14/2015	0815	SHARED COST FOR ASTORIA PROJ/AUG 2015 PALO VERDE BILLING	\$285.96
Remit to: GLENDORA, CA					FYTD: \$285.96
SOUTHERN PET SUPPLIES	15843	09/14/2015	9505	PET SUPPLIES-ASSORTED LEADS	\$382.45
Remit to: SAN DIEGO, CA					FYTD: \$1,303.75
SPARKLETTS	15811	09/08/2015	10050036 080215	BOTTLED WATER/SVC.-EOC/ERF	\$174.12
		09/08/2015	7364551 072315	BOTTLED WATER/SVC.-SUNNYMEAD ELEMENTARY "A CHILD'S PLACE"	
		09/08/2015	7364551 082315	BOTTLED WATER/SVC.-SUNNYMEAD ELEMENTARY "A CHILD'S PLACE"	
	15901	09/21/2015	7363683 090215	BOTTLED WATER/SVC.-ARMADA ELEMENTARY "A CHILD'S PLACE"	\$50.35
		09/21/2015	7364596 090215	BOTTLED WATER/SVC.-CREEKSIDE ELEMENTARY "A CHILD'S PLACE"	
		09/21/2015	7387294 090715	BOTTLED WATER/SVC.-COTTONWOOD GOLF COURSE STAFF	
Remit to: DALLAS, TX					FYTD: \$490.30
SPRINT	15949	09/28/2015	417544340-105	CELLULAR PHONE SVC-PD GTF UNIT	\$146.83
		09/28/2015	634235346-059	CELLULAR PHONE SVC-PD SET UNIT	
		09/28/2015	634235346-060	CELLULAR PHONE SVC-PD SET UNIT	
Remit to: CAROL STREAM, IL					FYTD: \$226.67

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STANLEY CONVERGENT SECURITY SOLUTNS, INC	15902	09/21/2015	12477529	SECURITY SYSTEM MONITORING-SUNNYMEAD & BETHUNE PARKS SNACK BARS	\$4,833.86
		09/21/2015	12718533	EOC ALARM SYSTEM REPAIRS	
		09/21/2015	12574554	SECURITY SYSTEM MONITORING-MORRISON PARK SNACK BAR/AUG-OCT 2015	
		09/21/2015	12579767	SECURITY SYSTEM MONITORING-LASSELLE SPORTS PARK/AUG-OCT 2015	
		09/21/2015	12655626	SECURITY SYSTEM MONITORING-SUNNYMEAD & BETHUNE PARKS SNACK BARS	
		09/21/2015	12569977	SECURITY SYSTEM MONITORING-SUNNYMEAD & BETHUNE PARKS SNACK BARS	
Remit to: PALATINE, IL					FYTD: \$12,190.04
STATE BOARD OF EQUALIZATION 1	15918	09/23/2015	083115	SALES & USE TAX REPORT FOR 8/1-8/31/15	\$1,275.00
	226187	09/08/2015	2016-00000086	1015 - GARNISHMENT - CREDITOR %	\$457.30
	226300	09/21/2015	2016-00000107	1015 - GARNISHMENT - CREDITOR %	\$36.07
Remit to: SACRAMENTO, CA					FYTD: \$8,497.32
STATE DISBURSEMENT UNIT	15778	09/04/2015	2016-00000096	1005 - GARNISHMENT - CHILD SUPPORT*	\$2,983.04
	15856	09/18/2015	2016-00000118	1005 - GARNISHMENT - CHILD SUPPORT*	\$2,983.04
Remit to: WEST SACRAMENTO, CA					FYTD: \$18,558.12
STEADMAN, KRISTALYNN	226382	09/28/2015	R15-089844	AS REFUND-ADOPT,VACS,CHIP	\$50.00
Remit to: MURRIETA, CA					FYTD: \$50.00

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STILES ANIMAL REMOVAL, INC.	226188	09/08/2015	104858	DECEASED LARGE ANIMAL REMOVAL SERVICES-JUL15	\$450.00
Remit to: GUSTI, CA					<u>FYTD:</u> \$1,200.00
STRADLING, YOCCA, CARLSON & RAUTH	15950	09/28/2015	300508-0032	LEGAL SERVICES-NSP AGREEMENTS	\$9,679.26
		09/28/2015	300510-0000	LEGAL SERVICES-SUCCESSOR AGENCY	
		09/28/2015	300573-0000	LEGAL SERVICES-SUCCESSOR AGENCY	
Remit to: NEWPORT BEACH, CA					<u>FYTD:</u> \$15,729.23
SUNNYMEAD ACE HARDWARE	226301	09/21/2015	63215	MISC. SUPPLIES FOR PD	\$33.63
		09/21/2015	63108	MISC. SUPPLIES FOR PD	
		09/21/2015	63095	MISC. SUPPLIES FOR PD	
	226362	09/28/2015	62795	MISC. SUPPLIES FOR FIRE STATION #48	\$217.34
		09/28/2015	62471	MISC. SUPPLIES FOR FIRE STATION	
		09/28/2015	61984	MISC. SUPPLIES FOR FIRE STATION	
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$429.90
SUNNYMEAD ANIMAL HOSPITAL	226189	09/08/2015	284267	VETERINARY SERVICES FOR PATROL K-9 OZZIE	\$19.87
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$19.87
SUNNYMEAD VETERINARY CLINIC	226216	09/08/2015	PA14-0041	REFUND-40% PLANNING PERMIT FEES (PROJ. CANCELLED)	\$5,290.60
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$5,290.60
TAHER, MAHMUD	226383	09/28/2015	1284949	TOWNGATE RENTAL REFUND DEPOSIT MINUS AMOUNT DUE	\$175.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$175.00

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TATTA, LEE	226217	09/08/2015	R15-089475	AS REFUND-ADOPT,CHIP,VACS	\$50.00
Remit to: SAN DIEGO, CA					FYTD: \$50.00
TAYLOR, ASHLEY	226262	09/14/2015	1282575	REFUND FOR PEE WEE BASKETBALL LEAGUE SCHEDULE CONFLICT	\$62.00
Remit to: MORENO VALLEY, CA					FYTD: \$62.00
THE ADVANTAGE GROUP/ FLEX ADVANTAGE	15813	09/08/2015	2016-00000087	4511 - FSA - MED CARE REIMB 2016*	\$5,590.00
		09/08/2015	88683	FLEX & COBRA ADMIN FEES-AUG15	
	15903	09/21/2015	2016-00000108	4511 - FSA - MED CARE REIMB 2016*	\$4,293.25
Remit to: TEMECULA, CA					FYTD: \$148,650.07
THERMAL-COOL INC.	226302	09/21/2015	WO-7404	HVAC REPAIR SERVICE-ANNEX #1	\$23,233.96
		09/21/2015	W/O 7714	COMPRESSOR ON AC UNIT#1-PSB	
		09/21/2015	WO-7452	HVAC REPAIR SERVICE-MFPCC	
		09/21/2015	WO-7499	HVAC REPAIR SERVICE-LIBRARY	
		09/21/2015	WO-7516	HVAC REPAIR SERVICE-MFPCC	
		09/21/2015	WO-7535	YASAKAWA Z1000 30 HP-PSB	
		09/21/2015	WO-7536	HVAC REPAIR SERVICE-PSB	
Remit to: RIVERSIDE, CA					FYTD: \$70,998.93
THOMPSON COBURN LLP	15845	09/14/2015	3118295	LEGAL SERVICES FOR MVU RE: INTERCONNECTION ISSUES-JUL15	\$7,693.24
		09/14/2015	3118313	LEGAL SERVICES FOR MVU RE: RELIABILITY STANDARD COMPLIANCE-JUL15	
Remit to: WASHINGTON, DC					FYTD: \$9,655.49

Attachment: September 2015 Payment Register (1692 : PAYMENT REGISTER - SEPTEMBER 2015)



City of Moreno Valley
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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
THOMPSON, JAMES	226218	09/08/2015	1277827	REFUND FOR DEPOSIT SCOOTER ZONE PERMIT 28427	\$75.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$75.00
THOMSON REUTERS-WEST PUBLISHING CORP.	226367	09/28/2015	832490063	AUTO TRACK SERVICES FOR PD INVESTIGATIONS-AUG15	\$753.98
Remit to: CAROL STREAM, IL					<u>FYTD:</u> \$2,261.94
TIME WARNER CABLE	226303	09/21/2015	INV-90054804	RECYCLING COMMERCIALS 7/27-8/30/15 MONDAY NIGHT FOOTBALL PACKAGE	\$130.00
Remit to: PASADENA, CA					<u>FYTD:</u> \$130.00
TMH ROOFING, INC.	226219	09/08/2015	B1401265	REFUND-80% PERMIT FEE (PROJ. CANCELLED)	\$133.76
Remit to: MENIFEE, CA					<u>FYTD:</u> \$133.76
TRAN, ALICIA	226220	09/08/2015	R15-089619	AS REFUND-RABIES DEPOSIT	\$20.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$20.00
TRICHE, TARA	15905	09/21/2015	SEP-2015	INSTRUCTOR SERVICES-DANCE CLASSES	\$2,160.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$5,938.20
TUKES, JOSHUA	15814	09/08/2015	AUG-2015	INSTRUCTOR SERVICES-WATERCOLOR TECHNIQUE CLASS	\$144.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$312.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
TW TELECOM HOLDINGS, INC	15815	09/08/2015	07874057a	INTERNET & DATA SERVICES	\$5,040.55
		09/08/2015	07874057	TELECOM SVCS.-LOCAL/LONG DISTANCE CALLS	
	15951	09/28/2015	08125024a	INTERNET & DATA SERVICES	\$4,622.84
		09/28/2015	08125024	TELECOM SVCS-LOCAL/LONG DISTANCE CALLS	
Remit to: DENVER, CO					FYTD: \$17,530.20
TWINING LABORATORIES OF SO. CALIFORNIA	226304	09/21/2015	58396	CONSULTANT - PERRIS WDNG	\$6,647.00
Remit to: LONG BEACH, CA					FYTD: \$18,087.00
ULTRASERV AUTOMATED SERVICES, LLC	226363	09/28/2015	3590:027464	COFFEE SVC. SUPPLIES-ANNEX #1	\$1,671.58
		09/28/2015	3590:027274	COFFEE SVC. SUPPLIES-CONFERENCE & REC. CTR.	
		09/28/2015	3590:026954	COFFEE SVC. SUPPLIES-CITY HALL/BREAKROOM LOCATION	
		09/28/2015	3590:027250	COFFEE SVC. SUPPLIES-CITY HALL/BREAKROOM LOCATION	
		09/28/2015	3590:026956	COFFEE SVC. SUPPLIES-CITY YARD	
		09/28/2015	3590:026950	COFFEE SVC. SUPPLIES-ANNEX #1	
		09/28/2015	3590:027473	COFFEE SVC. SUPPLIES-CITY HALL/CITY CLERK LOCATION	
		09/28/2015	3590:027252	COFFEE SVC. SUPPLIES-CITY YARD	
09/28/2015	3590:027476	COFFEE SVC. SUPPLIES-CITY HALL/PUBLIC WORKS LOCATION			
Remit to: COSTA MESA, CA					FYTD: \$12,753.35

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
UNDERGROUND SERVICE ALERT	15906	09/21/2015	820150460 (a)	DIGALERT TICKETS SUBSCRIPTION SERVICE-AUG15	\$373.50
		09/21/2015	820150460 (b)	DIGALERT TICKETS SUBSCRIPTION SERVICE-AUG15	
		09/21/2015	820150460 (c)	DIGALERT TICKETS SUBSCRIPTION SERVICE-AUG15	
		09/21/2015	820150460 (d)	DIGALERT TICKETS SUBSCRIPTION SERVICE-AUG15	
	15907	09/21/2015	720150464 (c)	DIGALERT TICKETS SUBSCRIPTION SERVICE-JUL15	\$357.00
		09/21/2015	720150464 (b)	DIGALERT TICKETS SUBSCRIPTION SERVICE-JUL15	
		09/21/2015	720150464 (d)	DIGALERT TICKETS SUBSCRIPTION SERVICE-JUL15	
		09/21/2015	720150464 (a)	DIGALERT TICKETS SUBSCRIPTION SERVICE-JUL15	
Remit to: CORONA, CA					FYTD: \$1,401.00
UNION BANK OF CALIFORNIA 1	226305	09/21/2015	936006	INVESTMENT CUSTODIAL SERVICES-JUL 2015	\$334.67
	226364	09/28/2015	941193	INVESTMENT CUSTODIAL SERVICES-AUG 2015	\$364.67
Remit to: LOS ANGELES, CA					FYTD: \$3,118.36
UNITED ROTARY BRUSH CORP	15817	09/08/2015	286078	STREET SWEEPER BROOM KITS/RECONDITIONING	\$3,483.91
		09/08/2015	285970	STREET SWEEPER BROOM KITS/RECONDITIONING & REPAIR PARTS	
	15952	09/08/2015	286209	STREET SWEEPER BROOM KITS/RECONDITIONING	\$5,050.11
		09/28/2015	286314	STREET SWEEPER BROOM KITS/RECONDITIONING	
		09/28/2015	286633	STREET SWEEPER BROOM KITS/RECONDITIONING	
		09/28/2015	286747	STREET SWEEPER BROOM KITS/RECONDITIONING	
		09/28/2015	286553	STREET SWEEPER BROOM KITS/RECONDITIONING	
		09/28/2015	286419	STREET SWEEPER BROOM KITS/RECONDITIONING & REPAIR PARTS	
Remit to: KANSAS CITY, MO					FYTD: \$13,195.51

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
UNITED STATES TREASURY - 4	226190	09/08/2015	2016-00000088	1001 - GARNISHMENT - IRS TAX LEVY	\$557.63
	226306	09/21/2015	2016-00000109	1001 - GARNISHMENT - IRS TAX LEVY	\$660.88
Remit to: FRESNO, CA					<u>FYTD:</u> \$2,643.13
UNITED WAY OF INLAND VALLEYS	15818	09/08/2015	2016-00000089	8720 - UNITED WAY	\$22.50
	15908	09/21/2015	2016-00000110	8720 - UNITED WAY	\$22.50
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$135.00
URRUTIA, DIALENA	15953	09/28/2015	SEP-2015	INSTRUCTOR SERVICES-INTERNATIONAL LATIN DANCE CLASSES	\$165.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$240.00
USA MOBILITY/ARCH WIRELESS	15954	09/28/2015	Y6218870I	PAGER SERVICE FOR ON-CALL TRAFFIC SIG. MAINT. STAFF	\$14.95
		09/28/2015	Y6218870H	PAGER SERVICE & HOLSTER FOR ON-CALL TRAFFIC SIG. MAINT. STAFF	
Remit to: SPRINGFIELD, VA					<u>FYTD:</u> \$19.63

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
VACATE TERMITE & PEST ELIMINATION COMPANY	15909	09/21/2015	60049	PEST CONTROL SERVICE-TRANSP. TRAILER	\$3,232.50
		09/21/2015	59124	PEST CONTROL SERVICE-CITY HALL	
		09/21/2015	58880	PEST CONTROL SERVICE-FIRE STATION #65	
		09/21/2015	59132	PEST CONTROL SERVICE-ANNEX 1	
		09/21/2015	59131	PEST CONTROL SERVICE-SUNNYMEAD PARK	
		09/21/2015	59130	PEST CONTROL SERVICE-MARCH FIELD/SKATE PARK	
		09/21/2015	59129	PEST CONTROL SERVICE-MORRISON PARK (SNACK BAR)	
		09/21/2015	59136	PEST CONTROL SERVICE-MARCH FIELD PARK COMM. CTR.	
		09/21/2015	58884	PEST CONTROL SERVICE-FIRE STATION #6	
		09/21/2015	58857	RODENT CONTROL SERVICES-SUNNYMEAD PARK	
		09/21/2015	59127	PEST CONTROL SERVICE-CELEBRATION PARK (RESTROOM)	
		09/21/2015	58858	RODENT CONTROL SERVICES-COTTONWOOD GOLF CENTER	
		09/21/2015	59123	PEST CONTROL SERVICE-CONFERENCE & REC. CTR.	
		09/21/2015	58879	PEST CONTROL SERVICE-FIRE STATION #99	
		09/21/2015	59137	PEST CONTROL SERVICE-TRANSP. TRAILER	
		09/21/2015	59400	RODENT CONTROL SERVICES-SHADOW MTN. PARK	
		09/21/2015	58883	PEST CONTROL SERVICE-LIBRARY	
		09/21/2015	59134	PEST CONTROL SERVICE-ANIMAL SHELTER	
		09/21/2015	59690	PEST CONTROL SERVICE-FIRE STATION #99	
		09/21/2015	58887	PEST CONTROL SERVICE-SENIOR CENTER	
		09/21/2015	59689	PEST CONTROL SERVICE-FIRE STATION #48	
		09/21/2015	58889	PEST CONTROL SERVICE-FIRE STATION #91	
		09/21/2015	59120	PEST CONTROL SERVICE-EOC	
		09/21/2015	58881	PEST CONTROL SERVICE-TOWNGATE COMM. CTR.	



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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
VACATE TERMITE & PEST ELIMINATION COMPANY		09/21/2015	58878	PEST CONTROL SERVICE-FIRE STATION #48	
		09/21/2015	60046	PEST CONTROL SERVICE-ANIMAL SHELTER	
		09/21/2015	59695	PEST CONTROL SERVICE-FIRE STATION #6	
		09/21/2015	59829	RODENT CONTROL SERVICES-EQUESTRIAN CENTER	
		09/21/2015	59700	PEST CONTROL SERVICE-FIRE STATION #91	
		09/21/2015	58854	RODENT CONTROL SERVICES-MORRISON PARK	
		09/21/2015	59698	PEST CONTROL SERVICE-SENIOR CENTER	
		09/21/2015	59694	PEST CONTROL SERVICE-LIBRARY	
		09/21/2015	59699	PEST CONTROL SERVICE-FIRE STATION #2	
		09/21/2015	60034	PEST CONTROL SERVICE-EOC	
		09/21/2015	60035	PEST CONTROL SERVICE-PUBLIC SAFETY BLDG.	
		09/21/2015	60036	PEST CONTROL SERVICE-CITY YARD	
		09/21/2015	60037	PEST CONTROL SERVICE-CONFERENCE & REC. CTR.	
		09/21/2015	58855	RODENT CONTROL SERVICES-CELEBRATION PARK	
		09/21/2015	59135	PEST CONTROL SERVICE-MARCH FIELD ASES BLDG.	
		09/21/2015	59691	PEST CONTROL SERVICE-FIRE STATION #65	
		09/21/2015	59670	RODENT CONTROL SERVICES-MARCH FIELD/SKATE PARK	
		09/21/2015	60048	PEST CONTROL SERVICE-MARCH FIELD PARK COMM. CTR.	
		09/21/2015	60259	PEST CONTROL SERVICE-FIRE STATION #58	
		09/21/2015	60038	PEST CONTROL SERVICE-CITY HALL	
		09/21/2015	59122	PEST CONTROL SERVICE-CITY YARD	
		09/21/2015	59692	PEST CONTROL SERVICE-TOWNGATE COMM. CTR.	
		09/21/2015	59399	RODENT CONTROL SERVICES-EDISON EASEMENT PARK	
		09/21/2015	59398	RODENT CONTROL SERVICES-EL POTRERO PARK	



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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
VACATE TERMITE & PEST ELIMINATION COMPANY		09/21/2015	59121	PEST CONTROL SERVICE-PUBLIC SAFETY BLDG.	
		09/21/2015	59378	PEST CONTROL SERVICE-FIRE STATION #58	
		09/21/2015	58888	PEST CONTROL SERVICE-FIRE STATION #2	
		09/21/2015	59401	RODENT CONTROL SERVICES-CONFERENCE & REC. CTR.	
		09/21/2015	60047	PEST CONTROL SERVICE-MARCH FIELD ASES BLDG.	
		09/21/2015	60045	PEST CONTROL SERVICE-ANNEX 1	
		09/21/2015	58886	RODENT CONTROL SERVICES-ELECTRICAL SUBSTATION	
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$7,437.50
VAL VERDE UNIFIED SCHOOL DISTRICT	226307	09/21/2015	J1072	TEAM APPAREL FOR SPORTS PROGRAM	\$3,392.00
Remit to: PERRIS, CA					<u>FYTD:</u> \$3,392.00
VANTWIST, JEFFREY	226263	09/14/2015	R15-088496	AS REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: HUNTINGTON BEACH, CA					<u>FYTD:</u> \$75.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
VARIABLE SPEEDS SOLUTIONS INC	15955	09/28/2015	12976	PUMP PREVENTIVE MAINTENANCE-ZONE D	\$2,850.00
		09/28/2015	12975	PUMP PREVENTIVE MAINTENANCE-SD LMD ZN 05	
		09/28/2015	12970	PUMP PREVENTIVE MAINTENANCE-ZONE D	
		09/28/2015	12849	PUMP PREVENTIVE MAINTENANCE-ZONE D	
		09/28/2015	12977	PUMP PREVENTIVE MAINTENANCE-ZONE M	
		09/28/2015	12844	PUMP PREVENTIVE MAINTENANCE-ZONE D	
		09/28/2015	12973	PUMP PREVENTIVE MAINTENANCE-SD LMD ZN 01	
		09/28/2015	12971	PUMP PREVENTIVE MAINTENANCE-ZONE D	
		09/28/2015	12972	PUMP PREVENTIVE MAINTENANCE-SD LMD ZN 03	
		09/28/2015	12117	PUMP PREVENTIVE MAINTENANCE-SD LMD ZN 05	
		09/28/2015	12823	PUMP PREVENTIVE MAINTENANCE-SD LMD ZN 06	
		09/28/2015	12974	PUMP PREVENTIVE MAINTENANCE-SD LDM ZN 05	
		09/28/2015	12846	PUMP PREVENTIVE MAINTENANCE-SD LMD ZN 04	
		09/28/2015	12845	PUMP PREVENTIVE MAINTENANCE-SD LMD ZN 06	
09/28/2015	12847	PUMP PREVENTIVE MAINTENANCE-SD LMD ZN 06			

Remit to: HUNTINGTON BEACH, CA FYTD: \$3,480.00

VASQUEZ & COMPANY LLP	15847	09/14/2015	2150639-IN	AUDIT SERVICES-CITY FINANCIAL STMTS. FOR FY 14/15-SECOND BILLING	\$23,000.00
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Remit to: LOS ANGELES, CA FYTD: \$50,000.00

VEHICLE REGISTRATION COLLECTIONS	226191	09/08/2015	2016-00000090	1015 - GARNISHMENT - CREDITOR %	\$64.47
	226308	09/21/2015	2016-00000111	1015 - GARNISHMENT - CREDITOR %	\$56.18

Remit to: RANCHO CORDOVA, CA FYTD: \$120.65

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
VERIZON	226309	09/21/2015	EQN6913105-15240	BACKBONE COMMUNICATION CHARGES 8/28-9/27/15	\$2,850.22
Remit to: TRENTON, NJ					FYTD: \$4,029.35
VERIZON CALIFORNIA	226310	09/21/2015	1258220327AUG-15	FIOS SERVICES FOR FIRE STATION 99	\$120.20
	226365	09/28/2015	1258220327SEPT15	FIOS SERVICES FOR FIRE STATION 99	\$767.23
		09/28/2015	951 UH2-7052-SEP	PHONE CHARGES - ERC	
Remit to: DALLAS, TX					FYTD: \$4,231.12
VERIZON WIRELESS	226241	09/14/2015	9750488266	CELLULAR SERVICE FOR PD TRAFFIC TICKET WRITERS	\$164.10
	226366	09/28/2015	9752135444	CELLULAR SERVICE FOR PD TRAFFIC TICKET WRITERS	\$164.10
Remit to: DALLAS, TX					FYTD: \$490.80
VICTOR MEDICAL CO	226192	09/08/2015	3798753	ANIMAL MEDICAL SUPPLIES/VACCINES	\$1,537.65
Remit to: LAKE FOREST, CA					FYTD: \$1,537.65
VOYA INSURANCE AND ANNUITY COMPANY	226311	09/21/2015	2016-00000112	8792 - VOYA (FORMERLY ING) - EMPLOYEE *	\$325.00
Remit to: DES MOINES, IA					FYTD: \$975.00
VOYAGER FLEET SYSTEM, INC.	15848	09/14/2015	869211615535	CNG FUEL PURCHASES	\$2,973.33
	15849	09/14/2015	869336602535	FUEL CARD PURCHASES	\$1,350.90
Remit to: HOUSTON, TX					FYTD: \$13,181.31

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VULCAN MATERIALS CO, INC.	15956	09/28/2015	70817704	ASPHALTIC MATERIALS	\$4,441.67
		09/28/2015	70852206	ASPHALTIC MATERIALS	
		09/28/2015	70856705	ASPHALTIC MATERIALS	
		09/28/2015	70817703	ASPHALTIC MATERIALS	
		09/28/2015	70846855	ASPHALTIC MATERIALS	
		09/28/2015	70854516	ASPHALTIC MATERIALS	
		09/28/2015	70809879	ASPHALTIC MATERIALS	
		09/28/2015	70821067	ASPHALTIC MATERIALS	
		09/28/2015	70825289	ASPHALTIC MATERIALS	
		09/28/2015	70854515	ASPHALTIC MATERIALS	
		09/28/2015	70821068	ASPHALTIC MATERIALS	
		09/28/2015	70805397	ASPHALTIC MATERIALS	
		09/28/2015	70807728	ASPHALTIC MATERIALS	
		09/28/2015	70850007	ASPHALTIC MATERIALS	
		09/28/2015	70839291	ASPHALTIC MATERIALS	
		09/28/2015	70812814	ASPHALTIC MATERIALS	
		09/28/2015	70814902	ASPHALTIC MATERIALS	
		09/28/2015	70839292	ASPHALTIC MATERIALS	
		09/28/2015	70805396	ASPHALTIC MATERIALS	
		09/28/2015	70841465	ASPHALTIC MATERIALS	
		09/28/2015	70834502	ASPHALTIC MATERIALS	
		09/28/2015	70825288	ASPHALTIC MATERIALS	
		09/28/2015	70846854	ASPHALTIC MATERIALS	
		09/28/2015	70858920	ASPHALTIC MATERIALS	



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VULCAN MATERIALS CO, INC.		09/28/2015	70812815	ASPHALTIC MATERIALS	
Remit to: LOS ANGELES, CA					FYTD: \$8,917.13
WELLS FARGO CORPORATE TRUST	226312	09/21/2015	1224015	ANNUAL TRUSTEE FEE-CSCDA TRIP 2013A 8/29/15-8/28/16	\$2,000.00
Remit to: MINNEAPOLIS, MN					FYTD: \$1,243,616.88
WESTERN MUNICIPAL WATER DISTRICT	226368	09/28/2015	23821-018257/AG5	WATER CHARGES-MFPCC LANDSCAPE	\$4,060.55
		09/28/2015	24753-018620/AG5	WATER CHARGES-MARB BALLFIELDS	
		09/28/2015	23866-018292/AG5	WATER CHARGES-SKATE PARK	
		09/28/2015	23821-018258/AG5	WATER CHARGES-MFPCC BLDG. 938	
Remit to: ARTESIA, CA					FYTD: \$10,919.58
WILLDAN FINANCIAL SERVICES	15819	09/08/2015	010-28580	2015 DIF STUDY SERVICES-JUL 2015	\$9,631.00
	15910	09/21/2015	010-28022	PREPARATION OF A BOUNDARY MAP-CDF CONVERSION	\$450.00
	15957	09/28/2015	010-28795	2015 DIF STUDY SERVICES-AUG 2015	\$9,300.00
Remit to: TEMECULA, CA					FYTD: \$43,261.00
WILLIS, ROBERT H	226193	09/08/2015	082315	SPORTS OFFICIATING SERVICES-SOFTBALL	\$105.00
		09/08/2015	082015	SPORTS OFFICIATING SERVICES-SOFTBALL	
	226313	09/21/2015	090515 / 090615	SPORTS OFFICIATING SERVICES-SOFTBALL	\$147.00
		09/21/2015	082715	SPORTS OFFICIATING SERVICES-SOFTBALL	
Remit to: PERRIS, CA					FYTD: \$903.00
WITHERSPOON, ALEXIS	226221	09/08/2015	1278334	REFUND DID NOT LIKE THE CLASS	\$37.00
Remit to: MORENO VALLEY, CA					FYTD: \$37.00

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WRCRCA	226243	09/14/2015	CACTUS AVE PROJ.	MSHCP FEES FOR CACTUS AVENUE ROAD WIDENING PROJECT	\$5,708.99
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$476,093.42
XEROX CAPITAL SERVICES, LLC	15911	09/21/2015	080727257	COPIER LEASE FOR PARKS DEPT.-JUL15	\$5,838.71
		09/21/2015	081155069	COPIER LEASE/BILLABLE PRINTS FOR GRAPHICS DEPT.-AUG15	
		09/21/2015	080240739	COPIER LEASE FOR GRAPHICS DEPT.-JUL15	
		09/21/2015	080727255	COPIER LEASE/BILLABLE PRINTS FOR GRAPHICS DEPT.-JUL15	
		09/21/2015	080727256	COPIER LEASE FOR GRAPHICS DEPT.-AUG15	
		09/21/2015	080805190	COPIER LEASE/BILLABLE PRINTS FOR PARKS DEPT.-JUL15	
		09/21/2015	081155070	COPIER LEASE FOR GRAPHICS DEPT.-SEP15	
		09/21/2015	081249263	COPIER LEASE/BILLABLE PRINTS FOR PARKS DEPT.-AUG15	
		09/21/2015	081155071	COPIER LEASE FOR PARKS DEPT.-AUG15	
Remit to: PASADENA, CA					<u>FYTD:</u> \$8,149.53
ZUMAR INDUSTRIES, INC.	15958	09/28/2015	0160377	SIGNS FOR CITY PARKS & CFD #1 PARKS	\$1,675.08
Remit to: SANTA FE SPRINGS, CA					<u>FYTD:</u> \$1,675.08
TOTAL CHECKS UNDER \$25,000					\$840,095.18
GRAND TOTAL					\$10,594,849.96

Attachment: September 2015 Payment Register (1692 : PAYMENT REGISTER - SEPTEMBER 2015)



Report to City Council

TO: Mayor and City Council

FROM: Richard Teichert, Chief Financial Officer

AGENDA DATE: November 24, 2015

TITLE: APPROVE BID AWARD FOR DESIGN OF KITCHING SUBSTATION TO HDR, INC. IN THE AMOUNT OF \$699,866 AND APPROPRIATE FUNDS FOR THE SWITCHYARD AND IN-HOUSE DESIGN OF RELATED SUBSTATION FEEDER LINES

RECOMMENDED ACTION

Recommendations:

1. Find that the activity of awarding a contract for project design and preparation of the environmental document falls under the general rule exemption, as provided for in Section 15061(b)(3) of the California Environmental Quality Act (CEQA) Guidelines, as awarding the contract does not have the potential to result in a significant impact on the environment.
2. Award the Agreement for Project Related Services to HDR, Inc., 3230 El Camino Real, Suite 200, Irvine, CA 92602, the most qualified proposer, for the design of the Kitching Street Electrical Substation and Switchyard Project and authorize the issuance of a Purchase Order to HDR, Inc. in the amount of \$699,866.
3. Authorize the City Manager to execute the Agreement for Project Related Services with HDR, Inc.
4. Authorize the City Manager to execute an amendment to the agreement with HDR, Inc. for the design of the Switchyard with City Attorney approval, contingent upon Southern California Edison agreeing to allow the Moreno Valley Utility to design and construct the switchyard.
5. Authorize the Chief Financial Officer/City Treasurer to execute any subsequent related minor change orders to the Agreement with HDR, Inc., subject to the approval of the City Attorney.

6. Appropriate funds for the Kitching Substation Project totaling \$1,119,461; including design of the Kitching Substation in the amount of \$699,866, .design of the Kitching Street Switchyard in the amount of \$278,595 and for the in-house design of related substation feeder lines in the amount of \$141,000.

SUMMARY

This report recommends approval of an Agreement for Project Design and Related Services to HDR, Inc. for design of the Kitching Street Electrical Substation to be located at the northwest corner of Kitching Street and Edwin Road (see Attachment 1 for map). This new substation with eight feeder circuits will help satisfy existing and projected future electrical demand. The City's South Industrial Area requires additional capacity as early as 2016, as identified in the 2015-2019 Moreno Valley Utility Distribution System Planning Study Report. This industrial area is impacted by the rapid development of more than 8 million square feet of new industrial space and demand from existing space that is ready to be occupied. This report was scheduled to be presented to the Utilities Commission meeting on November 20, 2015 and the Finance Subcommittee on November 23, 2015.

The project budget, including the design phase costs, totals \$17.2 million (Attachment 3).

DISCUSSION

Project Design

This scope of the design Agreement (Attachment 2) addresses design of the substation. An additive alternate to the Request for Proposals (RFP) includes the design of a switchyard, which will be owned and operated by Southern California Edison (SCE). The switchyard is required because it serves as the point of connection between MVU's electrical system and SCE's system. SCE management is reviewing a request to allow MVU to design and build the SCE switchyard, as was previously done for the Moreno Beach Substation. This request was made to streamline the design and construction process, which will expedite the project schedule, and to reduce total project cost. If SCE builds the switchyard, MVU will be required to reimburse SCE's costs for the project. If SCE allows MVU to design and construct the switchyard, this contract option will allow HDR, Inc. to design the switchyard. Staff is requesting contingent Council approval for this option to allow design to move forward expediently. Staff is also requesting the Council authorize the City Manager to approve an amendment to the agreement with HDR, Inc. for the switchyard design, subject to City Attorney approval. If SCE denies MVU's request to build the switchyard, staff will return to Council for a budget appropriation for this project cost.

The design will include coordination with SCE for both the switchyard and the substation projects, and with other utilities that may be impacted by the required street improvements.

The design scope includes the design of the substation, the onsite improvements (including grading and water quality management plans), the design of the street and landscape improvements, and the fence and wall plans.

Staff is also requesting authorization by City Council for the Electric Utility Division Manager to approve up to eight work orders with Enco under the existing Enco contract to design the eight feeder line connections to the substation in an amount not to exceed \$141,000. Enco will be coordinating their portion of the feeder line design with the substation design being completed by HDR, Inc. and with the switchyard design.

The Environmental Impact Process

The design scope of work also includes environmental review and preparation of environmental documents. The activity of awarding the contract for project design and preparation of the environmental document falls under the California Environmental Quality Act (CEQA) general rule exemption, as provided for in Section 15061(b)(3) of the CEQA Guidelines. Awarding the design contract does not have the potential to result in a significant impact on the environment. Concurrent with the final design, as more information becomes known about the specific physical components and construction elements of the project, further environmental analysis will be conducted. An Initial Study will be prepared consistent with the CEQA requirements as part of the subsequent environmental review by the consultant. Public notice of the environmental determination, if required, will be completed prior to the City Council's action on the award of a contract for project construction.

The Procurement Process

A Notice Inviting Proposals was advertised for this project beginning on September 23, 2015. The City received four proposals on October 22, 2015.

A staff team comprised of the Electric Utility Division Manager, MVU Sr. Engineer, MVU Construction Inspector, and two technical staff from ENCO (the contract MVU system operator) reviewed and evaluated the proposals based on the selection criteria provided in the RFP. The preliminary selection criteria included: the firm's general experience, experience with SCE projects, experience of key personnel, project approach and understanding, and past work performance. The design services agreement is a professional service that is not required to be awarded to the lowest bidder. The firm of S&C Electric submitted a bid with a pricing for the substation design of \$588,000; however, the firm did not receive a passing score based on the RFP requirements from any of the reviewers, so the bid was not considered. Based on a firm's ability to meet the minimum qualifications and receive a passing score, proposals from the following three firms were reviewed and considered for contract award:

Firms	The substation	The switchyard (Optional)	Total
HDR, Irvine, CA	\$699,866	\$278,595	\$978,461
Leidos, Hendersonville, TN	\$1,265,466	\$292,965	\$1,558,431
Henkels and McCoy, Pomona, CA	\$728,398	\$244,361	\$972,759

HDR, Inc. was selected as the most responsive, qualified design firm for the following reasons: (1) HDR had the most design related experience with SCE projects; and (2) HDR's project approach and understanding provided the most comprehensive discussion of potential challenges and solutions pertaining to the project scope and schedule. No issues were identified through the process of reviewing the references submitted by HDR, Inc. in their proposal.

Staff is recommending a contract award and issuance of a Purchase Order to HDR, Inc. for \$699,866.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *Staff recommends this alternative because it will provide for the timely design of the Kitching Street Electrical Substation and Switchyard Project.*
2. Do not approve and do not authorize the recommended actions as presented in this staff report. *This alternative will result in delaying the design and ultimately the construction of the project. New customers would be released to the other electric service provider resulting in loss of economic development opportunities and potential revenue for the City. Staff does not recommend this alternative.*

FISCAL IMPACT

The project budget, including the design phase, totals \$17.2 million and will be funded from a combination of \$10 million in lease revenue bond proceeds and the balance in cash generated by utility operations. Staff is recommending the appropriation of \$699,866 for the design of the substation to be completed by HDR, Inc. Staff recommends the appropriation of \$278,595 for the design of the switchyard by HDR, Inc. to be implemented contingent upon authorization by SCE for MVU to design and build the switchyard. Staff also recommends the appropriation of \$141,000 for the design of the substation feeder lines to be designed in-house by Enco. The total amount of appropriation for the design of the substation, switchyard, and feeders is \$1,119,461.

Proposed Appropriation:

Fund	Project Number (PN) GL Account (GL)	Type	FY 15/16 Budget	Proposed Adjustment	FY 15/16 Amended Budget
6010	6010-99-99-96010-926011	Exp	\$0	\$1,119,461	\$1,119,461
6011	6011-99-99-96011-826010	Rev	0	1,119,461	1,119,461
6011	6011-30-80-80005-720199	Exp	0	1,119,461	1,119,461

NOTIFICATION

The project has also been discussed at Utility Commission meetings and a City Council Study Session. The project has also been reviewed by the City's Finance Subcommittee. A Town Hall Meeting was conducted on September 16, 2015 at the City Hall Council Chamber during which staff provided information about the project and answered questions from residents.

PREPARATION OF STAFF REPORT

Prepared By:
Clement Jimenez
Senior Engineer, P.E.

Department Head Approval:
Rick Teichert
Chief Financial Officer/City Treasurer

Concurred By:
Jeannette Olko
Electric Utility Division Manager

Concurred By:
Richard J. Sandzimier
Planning Official

CITY COUNCIL GOALS

Public Facilities and Capital Projects. Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

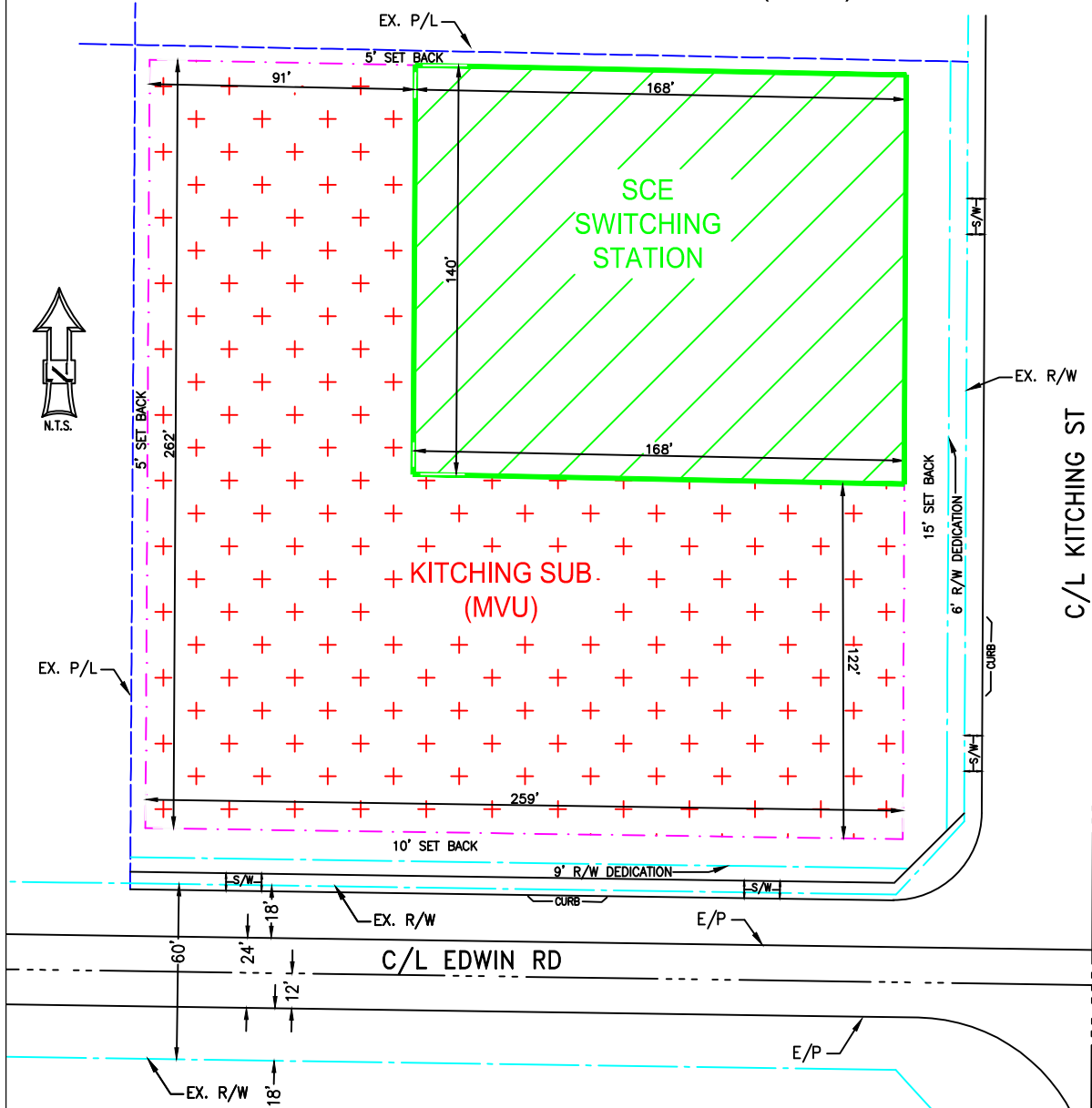
ATTACHMENTS

- 1. Property Layout and Vicinity Map
- 2. Agreement for Project Related Services
- 3. Kitching Substation Project Budget Total

APPROVALS

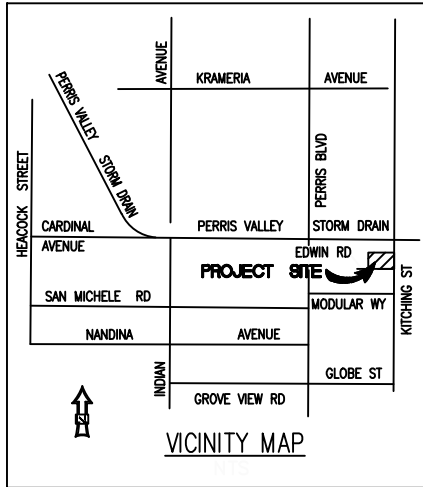
Budget Officer Approval	<u>✓ Approved</u>	11/17/15 10:03 AM
City Attorney Approval	<u>✓ Approved</u>	11/19/15 8:28 AM
City Manager Approval	<u>✓ Approved</u>	11/18/15 6:10 PM

PROPOSED KITCHING SUB PROPERTY LAYOUT & VICINITY MAP (MVU)



LEGEND

- MVU PROPERTY: Red cross symbol
- SCE PROPERTY: Green diagonal hatching
- PROPERTY LINE: Blue dashed line
- SET BACK LINE: Purple dash-dot line
- RIGHT OF WAY LINE: Cyan dashed line



EMWD TREATMENT
PLANT

APPROXIMATE DIMENSIONS
SUBJECT TO SURVEY

Attachment: Property Layout and Vicinity Map (1688) : APPROVE BID AWARD FOR DESIGN OF KITCHING

**AGREEMENT FOR PROJECT RELATED SERVICES
PROJECT NO. 805 0027**

This Agreement is by and between the City of Moreno Valley, California, a municipal corporation, hereinafter described as "City," and HDR, Inc., a Nebraska corporation, hereinafter described as "Consultant." This Agreement is made and entered into effective on the date the City signs this Agreement.

RECITALS

WHEREAS, the City has determined it is in the public interest to proceed with the professional work hereinafter described as "Project"; and

WHEREAS, the City has determined the Project involves the performance of professional and technical services of a temporary nature as more specifically described in Exhibit "A" (City's Request for Proposal) and Exhibit "B" (Consultant's Proposal) hereto; and

WHEREAS, the City does not have available employees to perform the services for the Project; and

WHEREAS, the City has requested the Consultant to perform such services for the Project; and

WHEREAS, the Consultant is professionally qualified in California to perform the professional and technical services required for the Project, and hereby represents that it desires to and is professionally and legally capable of performing the services called for by this Agreement;

THEREFORE, the City and the Consultant, for the consideration hereinafter described, mutually agree as follows:

**AGREEMENT FOR PROJECT
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DESCRIPTION OF PROJECT

1. The Project is described as Kitching Street Electrical Substation and Switchyard
Project No. 805 0027.

SCOPE OF SERVICES

2. The Consultant's scope of service is described on Exhibit "B" attached hereto and incorporated herein by this reference. In the event of a conflict, the City's Request for Proposal shall take precedence over the Consultant's Proposal.

3. The City's responsibility is described on Exhibit "C" attached hereto and incorporated herein by this reference.

PAYMENT TERMS

4. The City agrees to pay the Consultant and the Consultant agrees to receive a "Not-to-Exceed" fee of \$699,866 in accordance with the payment terms provided on Exhibit "D" attached hereto and incorporated herein by this reference.

TIME FOR PERFORMANCE

5. The Consultant shall commence services upon receipt of written direction to proceed from the City.

6. The Consultant shall perform the work described on Exhibit "A" in accordance with the design/construction schedule as stated in the Notice to Proceed.

7. This Agreement shall be effective from effective date and shall continue in full force and effect date through June 30, 2017, subject to any earlier termination in accordance with this Agreement. The services of Consultant shall be completed in a sequence assuring expeditious completion, but in any event, all such services shall be completed prior to expiration of this Agreement.

8. (a) The Consultant agrees that the personnel, including the principal Project

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manager, and all subconsultants assigned to the Project by the Consultant, shall be subject to the prior approval of the City.

(b) No change in subconsultants or key personnel shall be made by the Consultant without written prior approval of the City.

SPECIAL PROVISIONS

9. It is understood and agreed that the Consultant is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Consultant or any individual whose compensation for services is paid by the Consultant, an agent or employee of the City, or authorizing the Consultant to create or assume any obligation or liability for or on behalf of the City.

10. The Consultant may also retain or subcontract for the services of other necessary consultants with the prior written approval of the City. Payment for such services shall be the responsibility of the Consultant. Any and all subconsultants employed by the Consultant shall be subject to the terms and conditions of this Agreement, except that the City shall have no obligation to pay any subconsultant for services rendered on the Project.

11. The Consultant and the City agree to use reasonable care and diligence to perform their respective services under this Agreement.

12. The Consultant shall comply with applicable federal, state, and local laws in the performance of work under this Agreement.

13. To the extent required by controlling federal, state and local law, Consultant shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Subject to the foregoing

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and during the performance of this Agreement, Consultant agrees as follows:

(a) Consultant will comply with all applicable laws and regulations providing that no person shall, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.

(b) Consultant will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Consultant shall ensure that applicants are employed, and the employees are treated during employment, without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Such requirement shall apply to Consultant's employment practices including, 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, notices setting forth the provision of this nondiscrimination clause.

(c) Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant in pursuit hereof, state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age,

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sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.

(d) If Consultant should subcontract all or any portion of the services to be performed under this Agreement, Consultant shall cause each subcontractor to also comply with the requirements of this Section 13.

14. To the furthest extent allowed by law (including California Civil Code section 2782.8 if applicable), Consultant shall indemnify, hold harmless and defend the City, the Moreno Valley Community Services District ("CSD"), the Moreno Valley Housing Authority ("Housing Authority") and each of their officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract or tort, including but not limited to personal injury, death at any time and property damage), and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, its principals, officers, employees, agents or volunteers in the performance of this Agreement.

If Consultant should subcontract all or any portion of the services to be performed under this Agreement, Consultant shall require each subcontractor to indemnify, hold harmless and defend City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Agreement.

15. Insurance.

(a) Throughout the life of this Agreement, Consultant shall pay for and maintain in full force and effect all insurance as required in Exhibit "E" or as may be authorized in writing by the City Manager or his/her designee at any time and in his/her sole discretion.

(b) If at any time during the life of the Agreement or any extension, Consultant

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or any of its subcontractors fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to Consultant shall be withheld until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City. Any failure to maintain the required insurance shall be sufficient cause for City to terminate this Agreement. No action taken by City pursuant to this section shall in any way relieve Consultant of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by City that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

(c) The fact that insurance is obtained by Consultant shall not be deemed to release or diminish the liability of Consultant, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify City shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Consultant. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Consultant, its principals, officers, agents, employees, persons under the supervision of Consultant, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

(d) Upon request of City, Consultant shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

(e) If Consultant should subcontract all or any portion of the services to be

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performed under this Agreement, Consultant shall require each subcontractor to provide insurance protection in favor of City and each of its officers, officials, employees, agents and volunteers in accordance with the terms of this section, except that any required certificates and applicable endorsements shall be on file with Consultant and City prior to the commencement of any services by the subcontractor.

16. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

17. Consultant and subconsultants shall pay prevailing wage rates when required by the Labor Laws of the State of California.

18. (a) The Consultant shall deliver to the City Project Manager for this project, fully completed and detailed project-related documents which shall become the property of the City. The Consultant may retain, for its files, copies of any and all material, including drawings, documents, and specifications, produced by the Consultant in performance of this Agreement.

(b) The Consultant shall be entitled to copies of all furnished materials for his files and his subconsultants, if any.

(c) The City agrees to hold the Consultant free and harmless from any claim arising from any unauthorized use of computations, maps, and other documents prepared or provided by the Consultant under this Agreement, if used by the City on other work without the permission of the Consultant. Consultant acknowledges that Consultant work product produced under this agreement may be public record under State law.

19. (a) This Agreement shall terminate without any liability of City to Consultant

**AGREEMENT FOR PROJECT
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upon the earlier of: (i) Consultant's filing for protection under the federal bankruptcy laws, or any bankruptcy petition or petition for receiver commenced by a third party against Consultant; (ii) 10 calendar days prior written notice with or without cause by City to Consultant; (iii) City's non-appropriation of funds sufficient to meet its obligations hereunder during any City fiscal year of this Agreement, or insufficient funding for the Project; or (iv) expiration of this Agreement. The written notice shall specify the date of termination. Upon receipt of such notice, the Consultant may continue services on the project through the date of termination, provided that no service(s) shall be commenced or continued after receipt of the notice, which is not intended to protect the interest of the City. The City shall pay the Consultant within thirty (30) days after the date of termination for all non-objected to services performed by the Consultant in accordance herewith through the date of termination. Consultant shall not be paid for any work or services performed or costs incurred which reasonably could have been avoided.

(b) In the event of termination due to failure of Consultant to satisfactorily perform in accordance with the terms of this Agreement, City may withhold an amount that would otherwise be payable as an offset to, but not in excess of, City's damages caused by such failure. In no event shall any payment by City pursuant to this Agreement constitute a waiver by City of any breach of this Agreement which may then exist on the part of Consultant, nor shall such payment impair or prejudice any remedy available to City with respect to the breach.

(c) Upon any breach of this Agreement by Consultant, City may (i) exercise any right, remedy (in contract, law or equity), or privilege which may be available to it under applicable laws of the State of California or any other applicable law; (ii) proceed by appropriate court action to enforce the terms of the Agreement; and/or (iii) recover all direct damages for the breach of the Agreement. If it is determined that City improperly terminated

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this Agreement for default, such termination shall be deemed a termination for convenience.

(d) Consultant shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of Consultant and without its fault or negligence such as, acts of God or the public enemy, acts of City in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. Consultant shall notify City in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, and shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to Administrator of the cessation of such occurrence.

20. This Agreement is binding upon the City and the Consultant and their successors and assigns. Except as otherwise provided herein, neither the City nor the Consultant shall assign, sublet, or transfer its interest in this Agreement or any part thereof without the prior written consent of the other.

21. A City representative shall be designated by the City and a Consultant representative shall be designated by the Consultant. The City representative and the Consultant representative shall be the primary contact person for each party regarding performance of this Agreement. The City representative shall cooperate with the Consultant, and the Consultant's representative shall cooperate with the City in all matters regarding this Agreement and in such a manner as will result in the performance of the services in a timely and expeditious fashion.

22. This Agreement represents the entire and integrated Agreement between the City and the Consultant, and supersedes all prior negotiations, representations or Agreements, either written or oral. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties.

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23. Where the payment terms provide for compensation on a time and materials basis, the Consultant shall maintain adequate records to permit inspection and audit of the Consultant's time and materials charges under this Agreement. The Consultant shall make such records available to the City at the Consultant's office during normal business hours upon reasonable notice. Nothing herein shall convert such records into public records. Except as may be otherwise required by law, such records will be available only to the City. Such records shall be maintained by the Consultant for three (3) years following completion of the services under this Agreement.

24. The City and the Consultant agree, that to the extent permitted by law, until final approval by the City, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.

25. (a) Consultant shall comply, and require its subcontractors to comply, with all applicable (i) professional canons and requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code Section 1090 et. seq., the California Political Reform Act (California Government Code Section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations Section 18700 et. seq.). At any time, upon written request of City, Consultant shall provide a written opinion of its legal counsel and that of any subcontractor that, after a due diligent inquiry, Consultant and the respective subcontractor(s) are in full compliance with all laws and regulations. Consultant shall take, and require its subcontractors to take, reasonable steps to avoid any appearance of a conflict of interest. Upon discovery of any facts giving rise to the appearance of a conflict of interest, Consultant shall immediately notify City of these facts in writing.

**AGREEMENT FOR PROJECT
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(b) In performing the work or services to be provided hereunder, Consultant shall not employ or retain the services of any person while such person either is employed by City or is a member of any City council, commission, board, committee, or similar City body. This requirement may be waived in writing by the City Manager, if no actual or potential conflict is involved.

(c) Consultant represents and warrants that it has not paid or agreed to pay any compensation, contingent or otherwise, direct or indirect, to solicit or procure this Agreement or any rights/benefits hereunder.

(d) Neither Consultant, nor any of Consultant's subcontractors performing any services on this Project, shall bid for, assist anyone in the preparation of a bid for, or perform any services pursuant to, any other contract in connection with this Project unless fully disclosed to and approved by the City Manager, in advance and in writing. Consultant and any of its subcontractors shall have no interest, direct or indirect, in any other contract with a third party in connection with this Project unless such interest is in accordance with all applicable law and fully disclosed to and approved by the City Manager, in advance and in writing. Notwithstanding any approval given by the City Manager under this provision, Consultant shall remain responsible for complying with Section 25(a), above.

(e) If Consultant should subcontract all or any portion of the work to be performed or services to be provided under this Agreement, Consultant shall include the provisions of this Section 25 in each subcontract and require its subcontractors to comply therewith.

(f) This Section 25 shall survive expiration or termination of this Agreement.

26. All Plans, drawings, Specifications, reports, logs, and other documents prepared by the Consultant in its performance under this Agreement shall, upon completion of the

**AGREEMENT FOR PROJECT
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project, be delivered to and be the property of the City, provided that the Consultant shall be entitled, at its own expense, to make copies thereof for its own use.

27. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall also govern the interpretation of this Agreement. Venue shall be vested in the Superior Court of the State of California, County of Riverside.

28. Supplementary General Provisions. (For projects that are funded by Federal programs). The following provisions, pursuant to 44 Code of Federal Regulations, Part 13, Subpart C, Section 13.36, as it may be amended from time to time, are included in the Agreement and are required to be included in all subcontracts entered into by CONTRACTOR for work pursuant to the Agreement, unless otherwise expressly provided herein. These provisions supersede any conflicting provisions in the General Conditions and shall take precedence over the General Conditions for purposes of interpretation of the General Conditions. These provisions do not otherwise modify or replace General Conditions not in direct conflict with these provisions. Definitions used in these provisions are as contained in the General Conditions.

- a) CONTRACTOR shall be subject to the administrative, contractual, and legal remedies provided in the General Conditions in the event CONTRACTOR violates or breaches terms of the Agreement.
- b) CITY may terminate the Agreement for cause or for convenience, and CONTRACTOR may terminate the Agreement, as provided the General Conditions.
- c) CONTRACTOR shall comply with Executive Order 11246 of September 24, 1965, entitled Equal Employment Opportunity, as amended by

**AGREEMENT FOR PROJECT
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Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by CITY and/or subcontracts in excess of \$10,000 entered into by CONTRACTOR.)

- d) CONTRACTOR shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3) (All contracts and subcontracts for construction or repair.)
- e) CONTRACTOR shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a7) as supplemented by Department of Labor regulations (29 CFR Part 5).
- f) CONTRACTOR shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327330) as supplemented by Department of Labor regulations (29 CFR Part 5).
- g) CONTRACTOR shall observe CITY requirements and regulations pertaining to reporting included in the General Conditions.
- h) Patent rights with respect to any discovery or invention which arises or is developed in the course of or under the Agreement shall be retained by the CITY.
- i) Copyrights and rights in data developed in the course of or under the Agreement shall be the property of the CITY. FEMA/CalOES reserve a royalty-free, nonexclusive, irrevocable license to reproduce, publish or otherwise use or authorize to others to use for federal purposes a copyright in any work developed under the Agreement and/or subcontracts for work pursuant to the Agreement.

**AGREEMENT FOR PROJECT
RELATED SERVICES
PROJECT NO. 805 0027**

- j) CONTRACTOR shall provide access by the City, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- k) CONTRACTOR shall retain all required records for three years after CITY makes final payments and all other pending matters relating to the Agreement are closed.
- l) CONTRACTOR shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (This provision applies to contracts exceeding \$100,000 and to subcontracts entered into pursuant to such contracts.)
- m) CONTRACTOR shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94163, 89 Stat. 871).

SIGNATURE PAGE FOLLOWS

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement.

City of Moreno Valley

Engineering
HDR, Inc., a Nebraska corporation

BY: _____
Mayor

BY: Scott A. Hereim

Name: Scott A. Hereim

TITLE: Senior Vice President
(President or Vice President)

11/5/15
Date

Date

BY: Louis J. Pachman

Name: Louis J. Pachman

TITLE: Asst. Secretary
(Corporate Secretary)

November 3, 2015
Date

INTERNAL USE ONLY

ATTEST:

City Clerk
(only needed if Mayor signs)

APPROVED AS TO LEGAL FORM:

City Attorney

Date

RECOMMENDED FOR APPROVAL:

Department Head
(if contract exceeds 15,000)

Date

State of Montana

County of Yellowstone

On this 5th day of November, 2015, before me, personally appeared Scott A. Hereim, known to me to be the person who executed the within instrument as Senior Vice President on behalf of the corporation named therein and acknowledged to me that the corporation executed it.

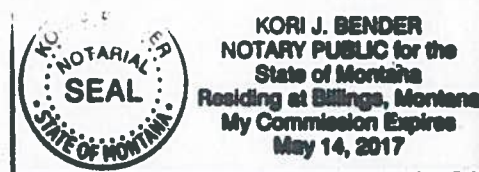
Kori Bender
Notary Public

State of Nebraska

County of Douglas

On this 3rd day of November, 2015, before me, personally appeared Louis J. Pachman, known to me to be the person who executed the within instrument as Assistant Secretary on behalf of the corporation named therein and acknowledged to me that the corporation executed it.

Bonnie J. Kudron
Notary Public



CERTIFICATE

The undersigned hereby certifies that she is the Assistant Secretary of HDR Engineering, Inc., a Nebraska corporation (the "Corporation"), and that, as such, has custody of the minute books of the Corporation, and that, by Consent and Agreement of the Board of Directors dated May 20, 2015, the following resolution was unanimously adopted:

"RESOLVED, that effective as indicated, and until June 20, 2016, or until termination of said individual from the Corporation, or until rescision by the Corporation's Board of Directors, whichever occurs first, the following individuals are hereby granted the nondelegable authority to execute or approve on behalf of the Corporation, contracts for engineering services and architectural services incidental to engineering services to be rendered by the Corporation, . . . , or releases of claim or lien in connection with such services, such contracts or releases so executed or approved shall be binding upon the Corporation:

. . . Scott A. Hereim – Senior Vice President . . ."

The undersigned further certifies that the foregoing resolution has been spread in full upon the minute books of the Corporation and is in full force and effect.

DATED Nov. 3, 2015.




Bonnie J. Kudron, Asst. Secretary

EXHIBIT “A”

City’s Request for Proposal

**REQUEST FOR PROPOSAL
FOR PROFESSIONAL CONSULTANT ENGINEERING SERVICES
FOR THE DESIGN AND PREPARATION OF ENGINEERED PLANS, SPECIFICATIONS, AND
ENVIRONMENTAL DOCUMENTS FOR THE COMPLETE CONSTRUCTION AND
COMMISSIONING, BY OTHERS, OF THE
CITY OF MORENO VALLEY'S ELECTRIC UTILITY DIVISION
KITCHING STREET ELECTRICAL SUBSTATION AND ASSOCIATED SWITCHYARD
PROJECT NUMBER: 805 0027**

I. INVITATION

You are hereby invited to submit a Proposal for Professional Consultant Engineering Services, associated with the design and preparation of plans, specifications, and necessary environmental documents for the Kitching Street Electrical Substation project, hereinafter referred to as "Substation" together with the Kitching Street Switchyard project, hereinafter referred to as "Switchyard". Proposers are advised that contract award may be for either the Substation project only or both the Substation and Switchyard projects. However, Proposers are required to submit a proposal for both the Substation and Switchyard projects to be considered.

Proposals shall be received electronically only on the City of Moreno Valley Vendor Portal through PlanetBids. **Proposal deadline is prior to 5:15 p.m., Thursday, October 22, 2015.** Any Proposal received after the date and time specified herein will not be considered. All questions regarding this RFP must be submitted through the online bidding system noted above no later than 5:00 pm, Thursday, October 15, 2015. The link to register to become a prospective bidder and electronically bid on this project can be found at the following address:
http://www.moreno-valley.ca.us/rfps/bids_rfps.shtml.

Proposers are solely responsible for "on time" submission of their proposals online. The City will only consider proposals that have been transmitted successfully and have been issued an ebid confirmation number with a time stamp. Transmission of proposals by any other means will not be accepted. Proposers shall be solely responsible to familiarize themselves with online bidding system in order to properly utilize the proposal management system, for ensuring the capability of their computer system to upload the required documents, and for the stability of their internet service to successfully submit their proposals. Failure of the proposers to successfully submit electronic proposals shall be at the proposers' sole risk and no relief will be given for late and/or improperly submitted proposals. Proposers experiencing any technical difficulties with the proposal submission process may contact PlanetBids at (818) 992-1771. Questions of an operational nature may be directed to the City's Purchasing Division at (951) 413-3190. Neither the City nor PlanetBids makes any guarantee as to the timely availability of assistance or any assurance that any given problem will be resolved by the proposal submission deadline.

II. GENERAL PROJECT DESCRIPTION

This project consists of designing and developing plans*, specifications, and environmental documents required to enable construction and commissioning of the on-site Substation and Switchyard together with related off-site street improvements on Kitching Street and Edwin Road. The Substation property is located at the northwest corner of Kitching Street and Edwin Road in the City of Moreno Valley. (See Attachment 1 Property Layout and Vicinity Map/Location Map). The project plans for this proposal

**REQUEST FOR PROPOSAL FOR
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PROJECT NUMBER: 805 0027**

include: detailed site and reference plans, grading plans, storm water pollution prevention plans (SWPPP), perimeter fence/wall and entrance gate plans, street improvement plans, landscaping plans, Moreno Valley Utility (MVU) substation and Southern California Edison (SCE) switchyard electrical and mechanical plans, interconnection co-ordination plans to connect the SCE switchyard to SCE's 115kV facilities and interconnection co-ordination plans to connect the substation to MVU's 12kV underground facilities. SCE switchyard shall be designed to SCE standards. In addition, environmental documents in support of the California Environmental Quality Act (CEQA) determination for this proposal include: an initial study and may include additional studies such as a noise study. A burrowing owl study will be required prior to start of construction.

***Note 1:** Proposers are to assume that all necessary land survey documents including property legal description, street right-of-way legal description, parcel map, topographic base map, geotechnical report, and soil electrical resistivity testing report will be available at the time the City issues the Notice to Proceed for this substation design scope of work.

The planned Substation will be a new 115kV/12kV substation with a single overhead 115kV interconnection and ten (10) each 12 kV underground feeders. The project will be constructed in collaboration with ENCO Utility Services (ENCO), Moreno Valley Utility's consultant. ENCO will be responsible for the co-ordination of the 115kV interconnection with SCE and the design of the 12kV underground feeder lines from the 12kV bus to outside the Substation.

The SCE Switchyard will be a three (3) 115kV breaker ring-buss with disconnect switches and a MEER building with protection equipment designed to SCE standards and plan-checked by SCE.

The proposed work includes the development of reports, studies, environmental documents, plans, specifications, and estimates.

The City desires experience, efficiency, and value towards the Substation and Switchyard design. The Consultant shall perform all related planning and environmental work required for the engineering design to develop 100% plans, specifications, and cost estimates.

III. PROJECT SCHEDULE

The consultant inherently acknowledges by submitting a proposal inclusive of all costs that the total shall provide, at a minimum, for a complete scope of services within the total budget.

The Consultant shall be required to meet or exceed the following timeline for this project:

Notice to Proceed:	January 2016
Long Lead Items* Specifications	January 2016
Project Environmental Clearance Complete:	March 2016
Project Design Complete:	March 2016

* Long Lead Items include power transformers, 115kV breakers, 115kV disconnects, and mechanical electrical equipment room.

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IV. SCOPE OF SERVICES

The City is requesting firms to provide Professional Consultant Services for the design and preparation of engineered plans, specifications, and environmental documents for the complete construction and commissioning of the Kitching Street Electrical Substation and SCE three breaker 115kV Switchyard, including related off-site street improvements and expansion of MVU's existing SCADA system to include Substation SCADA, integration of five (5) each off-site relays and the MoVal South Substation.

DETAILED PROJECT DESCRIPTION:

This project consists of designing and developing plans, specifications, reports, studies, and environmental documents as needed to enable a contractor to construct and commission the Substation and Switchyard located at the northwest corner of Kitching Street and Edwin Road in the City of Moreno Valley. (See Attachment 1 Property Layout and Vicinity Map/Location Map). The project plans for this proposal include: environmental analysis and related studies, including, but not limited to, noise study and burrowing owl study to ensure CEQA compliance, detailed site and reference plans, grading plans, storm water pollution prevention plans (SWPPP), perimeter fence/wall and entrance gate plans, street improvement plans, landscaping plans, Substation electrical and mechanical plans, interconnection co-ordination plans to connect the Switchyard to SCE's 115kV facilities and interconnection co-ordination plans to connect the Substation to MVU's 12kV underground facilities (to be designed by others).

The planned Substation includes: two (2) each 37MVA (OA/FA/FOA) 115kV/12.0kV (Type LTC) Transformers, two (2) each 115kV Breakers, fifteen (15) each 15kV Breakers, five (5) each PME10 15kV Switchgear, two (2) each 10MVAR Multistage 12kV Capacitor Banks, Mechanical Electrical Equipment Room (MEER), four (4) each 115kV Disconnects, all related 115kV & 12kV Buswork Supports, conductors and connectors, all related relay protection devices, all related SCADA devices**, all related concrete foundations, concrete cable trench, perimeter station enclosure/fencing with gates, perimeter landscaping and offsite street improvements.

****Note 2:** Includes expansion of MVU's existing SCADA to include new substation SCADA and integration of five (5) each separate satellite 12kV panel relay locations (aka Frederick 12kV, Graham 12kV, Iris 12kV, Indian 12kV and Globe 12kV) and MoVal South Substation. See Attachment 2 Project SCADA Location Integration Map.

The SCE Switchyard will be a three (3) 115kV breaker ring-buss with disconnect switches and a MEER building with protection equipment designed to SCE standards and plan-checked by SCE.

EXPERIENCE AND CAPABILITIES:

Proposers engineering design team shall have in-depth experience performing design and engineering work as described herein. The Proposers proposal documents shall include sufficient evidence to demonstrate that the engineering design team meets the experience criteria necessary to complete the engineering work associated with an electric utility substation project. Prior design experience on SCE substation and switchyard projects is highly desirable. Proposers must meet the following experience and qualifications requirements to be eligible for consideration for this RFP:

- 15 or more years of continuous electrical design experience pertaining to

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electrical transmission substations with voltage levels up to and including 115kV. The design experience shall include bus configurations and substation layouts; switchyard design including breaker-and-a-half and ring bus configurations with open air breakers; preparation of equipment and electrical construction bid documents including technical requirements for procurement of substation equipment and structures, transformers, circuit breakers, control and relay panels/cabinets, control building, 125V and 48VDC systems; AC station service; electrical substation studies; and grounding analysis and design.

- Design and engineering experience of three or more substations comparable to the size and complexity of the Kitchen Street Electrical Substation and Associated Switchyard project.
- Experience with engineering design of SCE substations and switchyards, and familiarity with SCE standards is highly desirable.
- 15 or more years of engineering experience associated with system protection and control schemes, standards and guidelines, and protection philosophy. This experience shall include in-depth working knowledge of microprocessor based relay systems, communications systems and substation relay application engineering.
- 15 or more years of electrical, civil and structural design experience evaluating and designing substation structures. The experience shall include the design and analysis of lattice towers, pole structures, switch supports, rigid and strain bus structures utilizing structural analysis software (PLS-CADD, PLS-TOWER & PLS-POLE).
- 15 or more years of foundation design experience for substation structures. The experience shall include drilled piers, footings, mat foundations, slabs, and retaining walls.
- Established quality assurance & control (QA/QC) program that includes internal peer review comparable to the proposed QA/QC program to be utilized for the Kitching Street Electrical Substation.
- Extensive experience with the latest codes and design guides governing substation and transmission line structures, including loading and electrical clearances.
- Extensive experience with design and preparation of related street improvement plans, grading plans, storm water pollution prevention plans, landscaping plans.
- Extensive experience with the preparation of environmental documents.

Proposer shall be in the possession of all LATEST EDITIONS of referenced/applicable codes & standards.

Proposers shall identify the following items in the proposal to support the Substation design team experience and capabilities:

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- New substation (with voltages ranging from 115kV to 12kV) engineering, construction & energization where the design team developed the design of electrical, civil & structural aspects of the substation including integration with the transmission and distribution facilities.
- Plans, sections, elevations, and layout of a similar air insulated 115kV/12kV substation design.
- Substation electrical design and drawing packages including one-line and three-line schematics, protection and control schematics, alarm monitoring scheme, equipment layouts, control room layouts, wiring and interconnection diagrams.
- Substation ground grid studies and designs.
- Procurement assistance in securing Substation equipment including disconnect switches, circuit breakers, switchyard structures, control and relay panels, and transformers.
- Technical Specification and Construction Bid Document preparation.
- Engineering evaluation and oversight, project scheduling, and project management of substation projects.

MINIMUM REQUIREMENTS:

The proposed key project team personnel for the Kitching Street Electrical Substation and Associated Switchyard project shall be clearly identified in the proposal documents, project organizational chart and experience associated with similar projects. Key personnel titles shall correspond with City of Moreno Valley Electric Utility Division minimum expectations concerning level of education, professional engineering license, and years of experience illustrated in the following table pertaining to electrical and structural design. The minimum personnel experience required is ten years for civil design related work and five years for environmental assessment.	
Principal Consultant	Education: Advanced Electrical Engineering Degree License: Professional Engineer – State of California Experience: Twenty or more years of electrical power substation, transmission & distribution engineering.
Principal Electrical Engineer	Education: Electrical Engineering Degree License: Professional Engineer - State of California Experience: Fifteen or more years of electrical power substation, transmission & distribution engineering.
Senior Electrical Engineer	Education: Electrical Engineering Degree License: Professional Engineer – State of California Experience: Seven or more years of experience in electrical power substation, transmission & distribution engineering.
Senior Structural Engineer	Education: Civil/Structural Engineering Degree License: Professional Engineer – State of California Experience: Seven or more years of experience in

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	electrical power substation, transmission & distribution engineering
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CONSULTANT SERVICES:

The Consultant shall provide services as described below. Be advised that the following is a general description of the scope of services. The Consultant shall anticipate any additional coordination or scope to meet the project goals and objectives in their proposal.

1. Conduct pre-design field review and site reconnaissance.
2. Collect and evaluate reference plans, studies, reports, and data.
3. Investigate utilities with identification of utility conflict and coordination with utility owners to obtain adjustment and/or relocation. Prepare and mail 1st and Final Utility Notices.
4. Coordinate with all affected City Departments and outside agencies, including Southern California Edison and Eastern Municipal Water District. This includes participating in City Project Review Staff Committee Meetings and addressing the committee's comments by revising the plans.
5. Prepare, process, and file appropriate level of CEQA documentation, as necessary, and obtain environmental clearance. Assist City Staff and attend City Council meetings and community workshop meetings.
6. Identify and evaluate all existing improvements within the project area that affect the proposed project scope of work.
7. Prepare construction plans, specifications, and cost estimate with submission for review at 35%, 75%, and 100% (Final) and mylar stages.
8. The final Plans, Specifications, and Estimate (PS&E) shall be stamped and signed by the Design Consultant Civil and Electrical Engineer, licensed to practice in the State of California, who supervised the PS&E preparation.
9. Prepare specifications for MVU to include in long lead items RFP that will include power transformers, 115kV breakers and disconnects, and MEER building.
10. Final landscaping, irrigation, and planting plans shall be stamped and signed by the Design Consultant's Landscape Architect, licensed to practice in the State of California, who supervised the plan preparation.
11. Final street improvement plans shall be stamped and signed by the Design Consultant's Civil Engineer, licensed to practice in the State of California, who supervised the plan preparation.
12. Final Grading Plans shall be stamped and signed by the Design Consultant's Civil Engineer, licensed to practice in the State of California, who supervised the plan preparation.
13. Prepare and submit Storm Water Pollution Prevention Plan (SWPPP) for approval in accordance with City requirements.

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14. Provide an onsite project engineer/inspector during substation construction and commissioning.

DETAILED DESCRIPTIONS OF WORK ITEMS ARE AS FOLLOWS:

A. ENVIRONMENTAL

1. The Consultant shall identify and evaluate all environmental concerns for the proposed improvements as well as the installation of an offsite SCE Tubular Steel Pole (TSP) and recommend the appropriate environmental document and technical studies. The City's Community Development Department, Planning Division, will need to concur with the proposed environmental determination and document type.

The Consultant shall perform all work and coordination, conduct and attend meetings, and prepare all environmental documents, studies, reports, permit applications, and other materials to obtain clearance through all applicable agencies for the project.

The environmental procedures shall be in compliance with CEQA requirements.

2. The Consultant shall check for the presence of Burrowing Owl within the project area and area potentially affected by the construction. A Burrowing Owl Study will be required within 30 days of the start of construction.

B. ON-SITE CIVIL, MECHANICAL AND ELECTRICAL DESIGN

The Consultant services shall provide for preparation of all drawings necessary for contractor construction and commissioning of the Substation, including, but not limited to the following listed below. The Consultant shall be responsible for compiling the project Specifications, signed by a Civil Engineer, Electrical Engineer, Structural Engineer, and Geotechnical Engineer registered in the State of California, which is complete and ready for bidding purposes. The latest edition of the Greenbook (Standard Specifications for Public Works Construction and subsequent amendments) shall be used on the project.

1. Station Reference Plans (Entire Site Including SCE Switching Station)
2. Finished Grading Plans (Entire Site Including SCE Switching Station)
3. Storm Water Pollution Prevention Plans (SWPPP)
4. Site Plans
5. Trench and Conduit Plans, Including Layout, Conduit Details and Bill of Materials
6. Foundation Plans, Including Equipment Foundation Details
7. Electrical Elevation Plans
8. Steel Erection Plans
9. Grounding Plans and Details
10. 115kV and 12kV Bus Termination Structure Details
11. 115kV and 12kV 3 phase Bus Support Details
12. Static Mast Details

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13. 115kV Dead-End Rack Details
14. 115kV Disconnect Switch Operator Ground Platform
15. Station Flood Light Plans
16. SAG and Tension Details
17. Electrical Bill of Material
18. Electrical Layout
19. 12kV Three Line Diagrams for all Breakers
20. Station AC Schematic Including Heaters and Aux Panel
21. Station DC Schematics for all Breakers and Aux Panel
22. Station Wiring Diagram for all Devices
23. 12kV ARC Protection Details
24. 12kV Cable Block Diagram
25. 12kV Switch Gear One Line Diagram
26. 12kV RTU Interface Block Diagram
27. 12kV Protection Single Line Diagram
28. 12kV Breaker DC Schematics
29. Transformer Marshalling Box Diagrams
30. Transformer Tap Changer Control Diagrams
31. Transformer Relays and Logic Diagrams
32. 12kV Relay Alarm Details and DC Schematics
33. Capacitor Bank Vacuum Interrupter and Schematics
34. 12kV DPU Relay and Logic Diagrams
35. 12kV Control House General Arrangement Plans
36. Telecommunication Interface Details

C. SUBSTATION SPECIFICATIONS

The Consultant services shall provide equipment specifications for all substation equipment for contractor procurement of equipment, including, but not limited to:

1. 115kV/12kV Transformers, Including LTC
2. 115kV Breakers
3. 115kV Disconnects
4. 115kV Arrestors
5. 115kV Insulators
6. 115kV Steel Structures
7. 115kV Bus Conductors
8. 12kV Breakers
9. 12kV Disconnects
10. 12kV Arrestors
11. 12kV Insulators
12. 12kV Steel Structures
13. 12kV Bus Conductors
14. 12kV Capacitors and Controls
15. 12kV Mechanical Equipment Control House
16. 12kV Protection, Alarm, ARC Flash devices
17. RTU and SCADA Devices
18. Station Lighting
19. Telecommunication Interface

D. RESEARCH OF RECORD INFORMATION

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The Consultant shall perform all research of utility company, and other agency records as necessary to secure all the information, clearances, and/or plan review services required to identify, locate, and accurately layout all underground improvements and easements, centerline, right-of-way, property lines, curb and gutter, intersecting streets, cross gutters, and other ancillary items that may affect the project.

The City will provide copies of available pertinent City Records, such as survey ties, benchmarks, and street plans that the City knowingly has in its possession.

E. UTILITY COORDINATION

The Consultant shall contact all utility agencies providing service within the City and obtain utility maps and records for the project area. Field reviews to locate all surface utilities that are impacted by the project shall be performed. A summary of the research findings, anticipated conflicts, relocations or adjustments shall be documented. Continuing coordination shall be performed up to the Notice to Relocate prior to construction.

The Consultant shall provide utility notices to all utility companies with facilities within the limits of the project, such as, but not limited to: Eastern Municipal Water District (EMWD), Southern California Gas Company, (GAS), Southern California Edison (SCE), Time Warner, and Verizon. Said notices will inform the utility of their need to relocate their facilities prior to construction or to adjust their facilities to grade after completion of the street paving.

The Consultant shall directly submit to each utility company their required number of preliminary and final plan sets that provide the location, elevation of the utility, and the elevation of the improvement with the conflict area clouded to show the utility companies the areas that conflict. The Consultant shall coordinate with the utilities for relocation of their facilities if required. The Consultant shall provide the utility companies with two (2) relocation notices. The Consultant shall also be required to coordinate with the utility companies the scheduled relocation of the utilities prior to the start of construction.

The utility notices are as follows: 1st Utility Notice to Relocate and Final Utility Notice for City Improvements, Notice to Relocate Immediately. The City will supply the Consultant with the required forms for the utility notices in a Microsoft Word® format.

The Consultant shall compose all utility letters and forms. The City will print the utility notices on City letterhead and the Consultant shall pick-up and mail the letters, Certified, with Return Receipt requested back to the City. A copy of the Certified Mail article numbers shall be provided to the City within a few days of mailing. The Consultant shall document on the return receipt card the project number, project name, and name of the Consultant. The Consultant shall call the utility companies, as necessary, until a written response form is received from each potential conflicting utility.

The Consultant shall coordinate with the utility companies for the relocation of any of their facilities that conflict with the proposed improvements and continue coordination until the utility conflict is resolved.

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F. UTILITY POTHOLING

The Consultant shall pothole, or engage a construction service to pothole, all underground utilities to determine the location, depth for clearance, connection points, or conflicts for any underground improvements such as sewer lines, storm drains, gas lines, waterlines and other utilities. The Consultant shall pothole at least an adequate number of water and sewer laterals at appropriate locations to establish an average lateral depth. The Consultant shall submit to each utility company a preliminary set of plans that provide the location and elevation of the utility with the conflict areas clouded to show the utility companies the areas of conflict with the proposed improvements. The potholing information and plan shall be submitted to the City after completion of that task. If an area of possible conflict was not potholed, the Consultant shall pothole the area to verify no conflicts, at no cost to the City.

G. FORMAT FOR PLANS AND SPECIFICATIONS

1. Any PS&E must conform to the City of Moreno Valley's standards and format. The Consultant shall provide clear, concise, and complete plans and profiles, which shall include, where applicable, the title sheet, street improvement, striping and signing, detail and cross section plans, grading plans. The latest City of Moreno Valley's standard title block shall be used for all sheets. Plans for the SCE switchyard must conform to SCE requirements.

The Consultant shall indicate on the Street Improvement Plans the stationing of all intersections, beginning and end of curves, and breaks in alignment. Survey monuments and monument wells shall be noted on the plans for preservation. Missing monuments shall be installed per City Standards. Monuments are to be placed in all street intersections, public and private. The setting or marking of the actual monuments shall be done under the direction of a licensed land surveyor at the end of construction, and a Record of Survey shall be filed with the County and copy shall be submitted to the City. These items must be quantified and shown in the PS&E. The Consultant shall note that the Contractor shall be responsible for replacing disturbed monuments or ties after construction is completed.

2. The Title Sheet shall include, but not be limited to: Project title, vicinity (location) map, title block, north arrow, scales, general notes, telephone numbers of utilities and other affected agencies and businesses, sheet index, and other required notes and information.
3. Street Improvement Plans shall include, but not be limited to: all existing surface improvements, driveways and entrances, edge of pavement, curbs, gutters, cross gutters, sidewalks, access ramps, mailboxes, landscaping, walls and fences, water valves and meters, fire hydrants, gas valves, sewer manholes, storm drain manholes, telephone manholes, electrical manholes, electrical cabinets, power poles, street lights, signs, catch basins and other storm drain facilities, utility lines (both underground and overhead), right-of-way and lot lines, and all other

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surface features that could be affected by the new construction within the project limits. Existing improvements shall be shown in a half-tone or dashed background format to distinguish them from the new improvements.

New improvements shall include, but not be limited to: Construction notes and legends, curbs, gutters, sidewalks, street drainage facilities, street lighting (where required), all facility or structure adjustments to be performed by the Contractor (including water valves and meters, gas valves, sewer manholes, storm drain manholes, telephone manholes, electrical manholes, etc.), street centerline and top of curb profiles, all relocations, all reconstructions or modifications, and all other proposed improvements shall be shown in full tone or highlighted with appropriate construction notes, detail references or standard plan references identified. All access ramps shall be upgraded to comply with the latest ADA standards. Construction notes shall be arranged such that the first notes are "protect in place" followed with "removal" notes and end with the actual work. Notes of like work shall be grouped together.

4. Striping and Signing Plans shall include but not be limited to: existing and proposed access ramp locations and types, curbs, driveways, existing and proposed street striping, street and sign legends, dimensions for traffic lane widths, and all other ancillary street markings and signing that may exist, or may be required to be placed or removed to complete the new traffic signal and associated street improvements. The signing notes, painted striping notes and thermoplastic marking notes are to be grouped together.
5. Landscaping, irrigation, planting, and architectural detail plans shall include but not be limited to: 1" = 20' scaled drawings; turf and plant varieties must be drought resistant and be approved for 'Sunset' Zone 18; irrigation shall be designed by a Certified Irrigation Designer with current registration from the Irrigation Association (or provide sufficient education or certifications to be considered equal to), adhere to the City Standard Plans; architectural details shall be referenced by number on the plans to a corresponding number in the bid documents. All landscaping and irrigation plans shall be designed in a program compatible with AutoCAD Land Development software to a size of 24" by 36". Final plans will require a wet signed Mylar with numbered hanging file tabs on each sheet shall be signed by a registered State of California Landscape Architect, a CD or DVD of the approved plans in Tiff, PDF, DWF, and the original design software formats. It shall be understood that the City will be the owner of the plans and will adhere to any copyright laws.
6. Detail Plans shall be provided where standard plans are not available or where specific dimensioning cannot be readily shown on the improvement plans or provided by description in the project specifications or as needed to insure project constructability.
7. All civil engineering design drawings shall be prepared with AutoCAD Land Development software or design software that is compatible with the Land Development software approved by the City. The design shall be

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plotted using permanent drafting ink on Mylar, and drafted on twenty-four inch by thirty-six inch (24" x 36"). The Consultant is required to put hanging file tabs on all Mylar sheets. The final plans shall be signed by a Civil Engineer (certain plans by an Electrical Engineer, Structural Engineer) registered in the state of California. No "stick-ons" will be allowed.

The originals and the electronic data of these drawings are to be considered to be the property of the City at all times, and shall be submitted to the City, along with a CD-RW disk in AutoCAD Land Development format, upon completion or as otherwise directed by the City. The electronic data shall also include all survey data and point information.

8. Specifications - The City will provide the Consultant with its boilerplate Specifications and General Technical Provisions in the current version of Microsoft Word® for Windows format. The Consultant shall be responsible for compiling the project Specifications, signed by a Civil Engineer, Electrical Engineer, Structural Engineer, and Geotechnical Engineer registered in the State of California, which is complete and ready for bidding purposes. The latest edition of the Greenbook (Standard Specifications for Public Works Construction and subsequent amendments) shall be used on the project, except for striping and traffic signs. The technical portion of the Caltrans Standard Specifications shall be used for the striping and traffic signs.

H. SUBMITTALS TO (CITY, AGENCIES, UTILITIES, ETC.)

1. The Consultant shall submit eight (8) sets of bond copies of the design drawings with each submittal for checking to the City's Electric Utility Division, along with the previous redlined check prints. The design drawings shall be as complete, accurate, and error-free as possible before plan checking is considered, in order to reduce the number of plan checks required and related costs therefore to the City and Consultant. Incomplete submittals may be rejected. Design drawings for the SCE switchyard shall be submitted to SCE for plan-check.
2. The Consultant shall submit four (4) sets of any reports with each submittal for checking to the City's Electric Utility Division, along with the previously checked reports. Reports related to the SCE switchyard shall be submitted to SCE.
3. The Consultant shall, at no cost to the City or SCE, correct errors, omissions, and unworkable and/or improper design/drafting on the original drawings, which are discovered subsequent to the completion of the plan checking process.
4. The Consultant shall submit three (3) sets of bond copies of street cross sections along with each submittal of the design drawings for plan checking to the City's Electric Utility Division.
5. The City's Electric Utility Division shall receive a copy of all transmittals,

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submittals, and letters sent to utilities and agencies regarding the project.

I. ESTIMATE OF QUANTITIES AND COST

1. The Proposer/Consultant shall provide estimated costs for each of the line items of Attachment 3 Proposer's Cost Proposal.
2. The Proposer/Consultant shall provide, at time of 75% completion of design/specification work, the estimated cost to construct, by others, including: the substation's on-site improvements, the substation's off-site improvements and related SCADA consolidation and integration project cost, per Attachment 4 Engineer's Estimated Cost to Construct/Commission.

J. STORM WATER POLLUTION PREVENTION PLAN (SWPPP)

The Consultant shall prepare a Storm Water Pollution Prevention Plan in accordance with either the San Jacinto Construction Activity Permit or the General Construction Activity Permit depending on the permit area of coverage. The Consultant shall prepare the Notice of Intent (NOI) and process the SWPPP for approval through the Regional Water Quality Control Board and other appropriate authorities and agencies.

K. OWNER OF ORIGINAL DRAWINGS, DOCUMENTS, AND OTHER INFORMATION

The City will be the owner of all original drawings, documents, and digital information. All digital and or computer generated drawings shall be the property of the City and a copy shall be submitted to the City on a CD-RW disk.

L. PROJECT SCHEDULE

The Consultant shall prepare a project schedule and provide hard copies for reports and staff usage. The project schedule shall be updated regularly.

The project schedule shall be divided into tasks and subtasks in full detail showing their critical path for expeditious project completion. The schedule shall include, but is not limited to, planning, environmental clearance, permitting, design, and any other applicable tasks. All the required time for project reviews and processing and associated agency and utility contacts and coordination shall be shown. Critical task items such as permit applications, environmental, City Council meetings, utility noticing, notices to proceed, notice of completion, and as-built plan preparation shall be shown.

M. PROJECT MEETINGS

The Consultant shall be responsible to schedule all necessary project meetings, prepare the meeting agenda, send invitation letters to required attendees, attend and chair the meetings. At the conclusion of each meeting the Consultant shall prepare and distribute meeting minutes, within three (3) working days, to the satisfaction of the City Program Manager. The project meetings shall include, but not be limited to:

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1. Kick-off meeting to including all sub-consultants, City Departments, affected outside agencies, utilities, and other interested parties to the work.
2. Set and facilitate Project Development Team (PDT) meetings on a monthly (or higher frequency if necessary) basis.
3. Conduct status and coordination meetings.
4. Conduct at least one community workshop meeting.
5. Conduct meetings with affected stakeholders, utility companies, and other agencies as needed.
6. Conduct field meetings with City staff, residents, utility representatives, and federal and state representatives as required over the course of design.
7. Participate in City Project Review Staff Committee meetings.

V. CONSULTANT'S PROPOSAL AND COMPENSATION

The Consultant's Proposal should be no more than 30 pages. The page limits exclude a cover letter of up to two pages, resumes up to two pages per person, dividers, certificates, and appendices. Resumes, billing rates, project schedule, resource matrix, certificates, and other required forms shall be attached in the appendices. Proposals failing to provide sufficient information and assurances of performance to accurately assess each category of the required services and failing to comply with requirements and conditions of the Request for Proposal will not be given further consideration. The consultant shall also provide a separate scope and fee, in a separately-sealed envelope.

At a minimum, the Proposal shall include the following sections:

- A. **Project Understanding:** This section should clearly convey clear understanding of the nature of the work, identification of major project issues, and proposed solutions thereof, from both the Consultant and the sub-consultants (consultant team).
- B. **Approach and Management Plan:** This section provides the consultant team's proposed approach and management plan for providing services. Include an organization chart showing proposed relationship among consultant team/staff as well as any other parties that may have significant role in the delivery of this project. **Note: Consultant shall provide an onsite project engineer/inspector during substation construction.**
- C. **Qualifications and Experience:** Provide qualifications and experience of the team for this project. Emphasize the specific qualifications and experience from projects similar to this project for the key team members including references. Identify and provide in-depth information for the proposed project manager's qualifications, track record and relevant experience.

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- D. **Staffing Plan:** Discuss staffing plan, the workload, both current and anticipated, for all key team members, and their capacity to perform the requested services according to the proposed schedule. Discuss the firm/team's approach for completing the services required for this project within budget and schedule.
- E. **Work Plan and Schedule:** Include a description of how each task of the project will be conducted, identification of deliverables for each task and implementation schedule. The work plan should include sufficient detail to demonstrate a clear understanding of the project. Discuss the consultant team's approach for completing the project.
- F. **Quality Control and Assurance:** Discuss QA/QC proposed for each phase/deliverable for this project, including various independent plan check reviews and 95% plan biddability/constructability/claims avoidance reviews.
- G. **Additional Relevant Information:** Provide additional relevant information that may be helpful in the selection process (not to exceed two pages).
- H. **Cost Proposal:** Provide a Cost Proposal consistent with tasks listed in Attachment 3 Proposer's Cost Proposal.

The Consultant's Proposal shall include the following statements:

1. A statement that this Request for Proposal shall be incorporated in its entirety as a part of the Consultant's Proposal.
2. A statement that this Request for Proposal and the Consultant's Proposal will jointly become part of the Agreement for Professional Consultant Services for this project when said Agreement is fully executed by the Consultant and the Mayor or City Manager of Moreno Valley.
3. A statement that the Consultant's Services to be provided, and fees therefore, will be in accordance with the City's Request for Proposal except as otherwise specified in the Consultant's Proposal under the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL."
4. A single and separate section with the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL" containing a complete and detailed description of all of the exceptions to the provisions and conditions of this Request for Proposal upon which the Consultant's Proposal is contingent and which shall take precedent over this Request for Proposal for Professional Consultant Services.
5. A statement of qualifications applicable to this project including the names, qualifications and proposed duties of the Consultant's Staff to be assigned to this project; a listing of recent similar projects completed including the names, titles, addresses, telephone numbers and email addresses of the appropriate persons whom the City could contact. If one or more of the Consultant's staff should become unavailable, the Consultant may substitute other staff of at least equal competence only after prior written approval by the City.

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6. A rate schedule *must* be submitted with the Proposal. The rate schedule must list titles, names, roles, and hourly billing rates in rows. A statement that said hourly rate schedule is part of the Consultant's Proposal for use in invoicing for progress payments and for extra work incurred shall also be included. All extra work will require prior approval from the City.
7. A statement of sub-consultant's (include relief personnel) qualifications applicable to this project including the names, qualifications and proposed duties of the sub-consultant's staff to be assigned to this project; a listing of recent similar projects completed including the names, titles, addresses, and telephone numbers of the appropriate persons whom the City could contact.

A statement that the Consultant acknowledges and understands that the Consultant will not be allowed to change the sub-consultant without written permission from the City.
8. A statement that all charges for Consultant services is a "Not-to-Exceed Fee" which must include conservatively estimated reimbursable expenses, as submitted with and made a part of said Consultant's Proposal.
9. A statement that the Consultant will document and provide the results of the work to the satisfaction of the City. This may include preparation of field and final reports, or similar evidence of attainment of the Agreement objectives.
10. A statement that the Consultant will immediately document and notify the City of any defects or hazardous conditions observed in the vicinity of the project site prior, during, or after the construction work.
11. A copy of the Consultant's hourly rate schedule and a statement that said hourly rate schedule is part of the Consultant's Proposal for use in invoicing for progress payments and for extra work incurred that is not part of this Request for Proposal. All extra work will require prior approval from the City.
12. A statement that the Consultant will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.
13. A statement that all federal laws and regulations shall be adhered to notwithstanding any state or local laws and regulations. In a case of conflict between federal, state or local laws or regulations the strictest shall be adhered to.
14. A statement that the Consultant shall allow all authorized federal, state, county, and City officials access to place of work, books, documents, papers, fiscal, payroll, materials, and other relevant contract records

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pertinent to this special project. All relevant records shall be retained for at least three years.

15. A statement that the Consultant shall comply with the Davis-Bacon Fair Labor Standards Act (40 USC 276-a through a-7), and the implementation regulations issued pursuant thereto (29 CFR Section 1, 5), any amendments thereof and the California Labor Code. Pursuant to the said regulations, entitled "Federal Labor Standards Provisions," Federal Prevailing Wage Decision" and State of California prevailing wage rates, respectively.
16. A statement that the Consultant shall comply with the Copeland Anti-Kickback Act (18 USC 874) and the Implementation Regulation (29 CFR 3) issued pursuant thereto, and any amendments thereof.
17. A statement that the Consultant offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC 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 or the subcontract. This assignment shall be made and become effective at the time the City tenders final payment to the Consultant, without further acknowledgment by the parties.
18. A statement that the Consultant shall comply with Executive Order 11246 of September 24, 1965, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60).
19. A statement that the Consultant shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327330) as supplemented by Department of Labor regulations (29 CFR Part 5).
20. A statement that the Consultant shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
21. A statement that the Consultant shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94163, 89 Stat. 871).

Review/Complete all attached forms included as an appendix to the proposal and do not count against the page limit.

VI. GENERAL COMPLIANCE WITH LAWS AND WAGE RATES

The Consultant shall be required to comply with all federal, state, and local laws and ordinances applicable to the work. This includes compliance with prevailing wage rates

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and their payment in accordance with California Labor Code, Section 1775.

The Consultant is required to submit certified payrolls weekly. This applies to all applicable field personnel working on the project. In accordance with Section 1771.5 (b) (5) of the California Labor Code, the City will withhold payments when the payroll records are delinquent or inadequate.

VII. PAYMENT TO CONSULTANT

- A. This work is to be performed for a "Not-to-Exceed Fee."
- B. The Consultant shall provide a "Project Fee Schedule" indicating the fee for individual tasks with a "Not-to-Exceed Fee" which shall be the sum of all tasks by Part, phase, and milestone.
- C. Tasks shall include, but not be limited to, all Professional Consultant Services necessary to complete the work covered by this Proposal.
- D. The City will pay the Consultant for work completed based on milestones completed and accepted by the City. These Milestones are:
 - 1. Environmental Clearance obtained.
 - 2. Design is complete.
 - 3. Any other logical task on a major task successfully completed and accepted basis, but not more frequently than monthly.

The City shall make sole and final determination if a milestone as described above is complete and acceptable for payment.
- E. Milestone invoices, not more frequently than monthly, will specifically identify job title, person-hours, and costs incurred by each task.
- F. Reimbursement costs such as mileage, printing, telephone, photographs, postage and delivery, are to be included in the "Not-to-Exceed Fee."
- G. All tasks including labor and reimbursable costs such as printing, postage, and delivery shall have supporting documentation presented at the time payment is requested.
- H. The City will pay the Consultant for all acceptable services rendered in accordance with the "Agreement for Professional Consultant Services."
- I. When the Consultant is performing, or is requested to perform, work beyond the scope of service in the "Agreement for Professional Consultant Services," an "Amendment to the Agreement" will be executed between the City and Consultant.
- J. The Consultant shall receive no compensation for any re-work necessary as result of the Consultant's errors or oversight.

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VIII. INSURANCE

- A. The Consultant shall provide Errors and Omissions Professional Insurance. Such coverage limits shall not be less than \$1,000,000 per claim and aggregate.
- B. The Consultant shall have Public Liability and Property Damage Insurance in the amounts as follows:

GENERAL LIABILITY

Bodily Injury	\$1,000,000	per occurrence
Property Damage	\$1,000,000	per occurrence

A combined single limit policy with aggregate limits in the amount of \$2,000,000 will be considered equivalent to the above minimum limits.

- C. The Consultant shall have Public Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment in the amount of not less than \$1,000,000.
- D. The Consultant shall have Workers' Compensation Insurance in the amounts as will fully comply with the laws of the State of California.
- E. A Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

"Solely as respect to services done by or on behalf of the named insured for the City of Moreno Valley, it is agreed that the City of Moreno Valley, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District, its officers, employees and agents, including ENCO Utility Services, are included as additional insured under this general liability policy and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District, its officers and employees and agents, under any third party liability policy."

- F. Insurance companies providing insurance hereunder shall be rated "A-VII" or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California.
- G. The terms of the insurance policy or policies issued to provide the above insurance coverage shall not be amended to reduce the above required insurance limits and coverage's nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendment or cancellation to the Agency, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the said insurance is canceled, the Consultant shall, prior to the cancellation date, submit to the City Clerk new evidence of insurance in the amount established.

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- H. It is the consultant's responsibility to ensure that all subconsultants comply with the following: Each subconsultant that encroaches within the City's right-of-way and affects (i.e., damages or impacts) City infrastructure must comply with the liability insurance requirements of the City's Capital Projects Division. Examples of such subconsultant work include soil sample borings, utility potholing, etc.

The "Application for Encroachment Permit" form (four pages), including "Application for Encroachment Permit Liability Insurance Requirements," is available in the Capital Projects Division and must be completed and submitted in full to the City. It is the Consultant's responsibility to ensure that all subconsultants submit the appropriate encroachment permit and insurance documentation at the same time that the Consultant's insurance documentation is submitted.

IX. INDEMNIFICATION

- A. To the maximum extent allowable by law, the Consultant, when functioning in the capacity of a design professional, agrees to indemnify, defend, and save the City, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District (CSD), their officers, agents, including ENCO Utility Services, and employees harmless from any and all liability, claims, demands, damages, or injuries to any person, including injury to the Consultant's employees and all claims that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the Consultant, its officers, agents or employees, or its subconsultant(s) or any person acting for the Consultant or under its control or direction; provided, however, that this indemnification and hold harmless shall not include claims arising from the negligence or willful misconduct of the City, MVHA, and CSD, their officers, agents or employees.
- B. The consultant, when not functioning in the capacity of a design professional, agrees to indemnify, defend, and save the City, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District (CSD), their officers, agents, including ENCO Utility Services, and employees harmless from any and all liability, claims, demands, damages, or injuries to any person, including injury to the Consultant's employees and all claims which arise from or are connected with the negligent performance of or failure to perform the work or other obligations of the Consultant under this Agreement, or are caused or claim to be caused by the negligent acts of the Consultant, its officers, agents or employees, or its subconsultant(s) or any person acting for the Consultant or under its control or direction; provided, however, that this indemnification and hold harmless shall not include claims arising from the sole negligence or willful misconduct of the City, MVHA, and CSD, their officers, agents or employees.
- C. The City agrees to indemnify, defend and save the Consultant and their officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, MVHA's and CSD's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the City under this Agreement, or are caused or claim to be caused by the negligent acts of the City, MVHA and CSD, their officers, agents or employees, or its subcontractor(s) or any person acting for the City or under its control or direction;

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provided, however, that this indemnification and hold harmless shall not include any claims arising from the negligence or willful misconduct of the Consultant, its officers, agents or employees.

X. TERMINATION FOR CONVENIENCE OF THE CITY

The City reserves the right to terminate the "Agreement for Professional Consultant Services" for the "convenience of the City" at any time by giving ten (10) days written notice to the Consultant of such termination and specifying the effective date thereof. All finished or unfinished drawings, maps, documents, field notes and other materials produced and procured by the Consultant under the said aforementioned Agreement is, at the option of the City, City property and shall be delivered to the City by the Consultant within ten (10) working days from the date of such termination. The City will reimburse the Consultant for all acceptable work performed as set forth in the executed Agreement.

XI. INDEPENDENT CONTRACTOR

The Consultant's relationship to the City in the performance of the Consultant's services for this project is that of an independent Contractor. The personnel performing the said Services shall at all times be under the Consultant's exclusive direction and control and shall be employees of the Consultant and not employees of the City. The Consultant shall pay all wages, salaries and other amounts due his employees in connection with the performance of said work shall be responsible for all employee reports and obligations, including but not necessarily restricted to, social security, income tax withholding, unemployment compensation, and Workers' Compensation.

XII. CONTRACT

The Contract includes the Agreement for Professional Consultant Services, City's Request for Proposal, Consultant's Proposal, and Exhibits.

The Political Reform Act and the City's Conflict of Interest Code require that consultants be considered as potential filers of Statements of Economic Interest. Consultants, as defined by Section 18701, may be required to file an Economic Interest Statement (Form 700) within 30 days of signing a Consultant Agreement with the City, on an annual basis thereafter if the contract is still in place, and within 30 days of completion of the contract.

XIII. GENERAL CONDITIONS

- A. Pre-contractual expenses are defined as expenses incurred by the Consultant in: (1) preparing the Proposal; (2) submitting the Proposal to the City; (3) presentation during selection interview; (4) negotiating with the City any matter related to this Proposal; (5) any other expenses incurred by the Consultant prior to an executed Agreement.

The City shall not, in any event, be liable for any pre-contractual expenses incurred by the Consultant.

- B. The City reserves the right to withdraw this RFP at any time without prior notice. Further, the City makes no representations that any Agreement will be awarded

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to any Consultant responding to this RFP. The City expressly reserves the right to postpone reviewing the Proposal for its own convenience and to reject any and all Proposals responding to this RFP without indicating any reasons for such rejection(s).

- C. The City reserves the right to reject any or all Proposals submitted. Any Contract awarded for these Consultant engagements will be made to the Consultant who, in the opinion of the City, is best qualified.

XIV. SELECTION CRITERIA

The Consultant may be invited to a selection interview. **The Proposals will be rated/ranked according to the following criteria:**

1. The Firm's General Experience and Qualification Information (15 points) – Information about the company (and all sub-Consultants) including: professional licenses held; ability to furnish required insurance and meet stipulations of the City's "boiler plate" agreement; details about comparable projects completed by the firm including those completed for Southern California Edison, as well as local experience; and its ability to provide the required services in an efficient and expeditious manner. Experience with Southern California Edison projects is preferred.
2. Experience of Key Personnel (30 points) – Information and background on key personnel (including all sub-consultants) qualifications and competence including: ability to perform specific tasks; back-up support; capability to perform the work; familiarity with state and federal procedures; familiarity with Southern California Edison procedures is highly desirable; local experience on comparable projects including those completed for Southern California Edison and length of service with the firm; proposed team's qualifications; quantity and relevance of similar projects performed; reference information preferably with municipal agencies and Southern California Edison; reputation; similar past work experience; specific and relevant experience and detailed responsibilities on comparable projects; and proven track record and depth of understanding/ knowledge of the proposed Design Consultant Project Manager, Construction Manager, and/or Inspector.
3. Project Approach/Understanding (30 points) – Understanding of project, discussion of major issues identified on the project and how the Consultant team plans to address them; the management approach and organization necessary to complete the specific project; and outline quality control measures to ensure delivery of a quality product on time, within budget that provides a cost efficient, timely and predictable execution of the project construction.
4. Past Performance and Reference Check (15 points) – Inquiry and evaluation of past work performance standards including: availability; care about community and client concerns; keeping of promises; meeting deadlines; offering qualified subconsultants on the team; and responsiveness and timeliness.

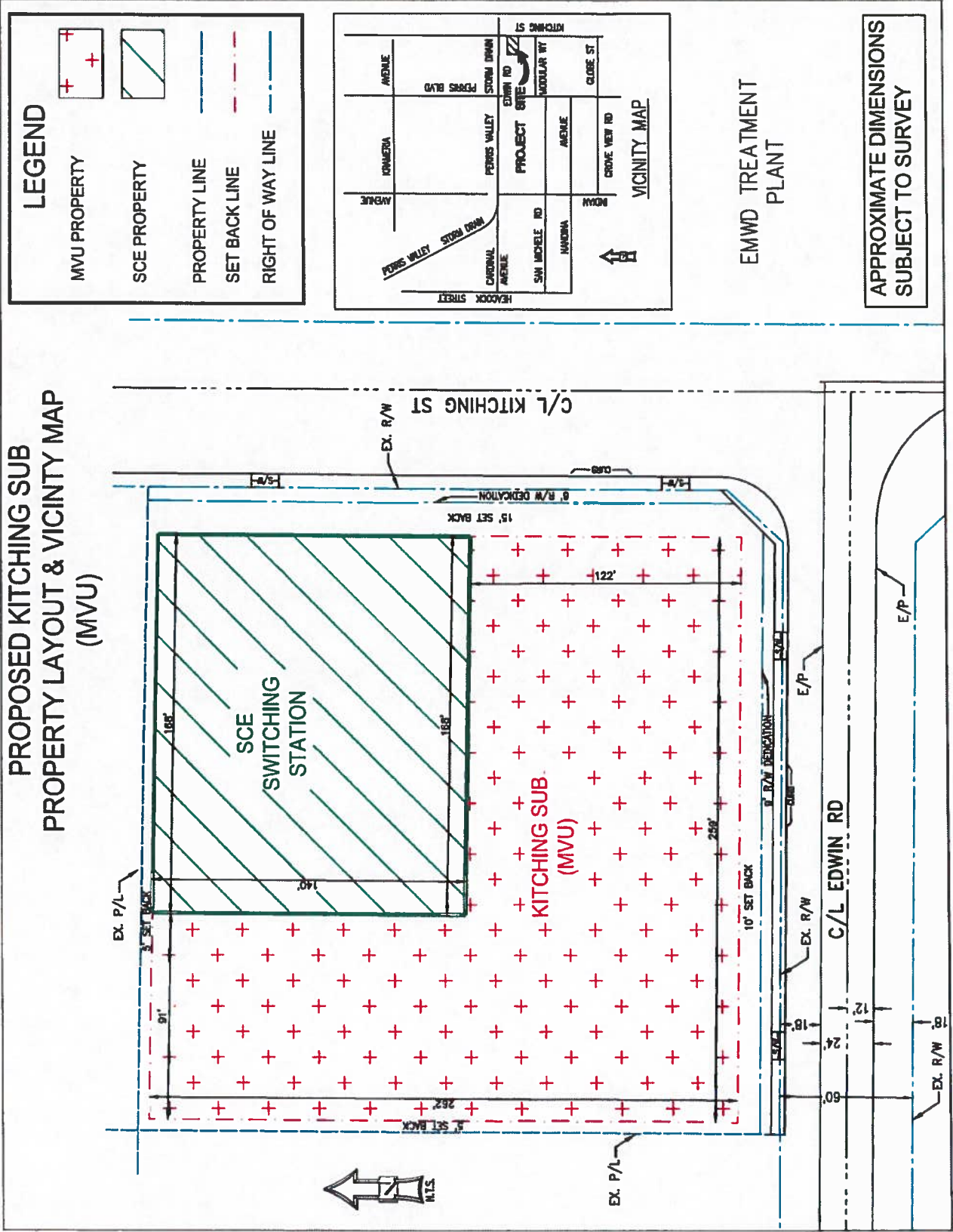
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5. Cost Proposal (10 points) – Cost Proposal total from Attachment 3 is included as selection criteria. The majority of selection criteria are based on qualifications.

Attachments:

Attachment 1	Project Property Layout & Vicinity Map
Attachment 2	Project SCADA Location Integration Map
Attachment 3	Proposer's Cost Proposal
Attachment 4	Engineer's Estimated Cost to Construct/Commission
Attachment 5	City Standard Agreement for Professional Consultant Services (No changes to this agreement will be allowed.)
Attachment 6	First Addendum to City Standard Agreement – Supplementary General Conditions (This form only requires execution and submittal if the City accepts your proposal and sends you an Agreement for execution.)
Attachment 7	Proposer's List of Sub-consultants

ATTACHMENT 1

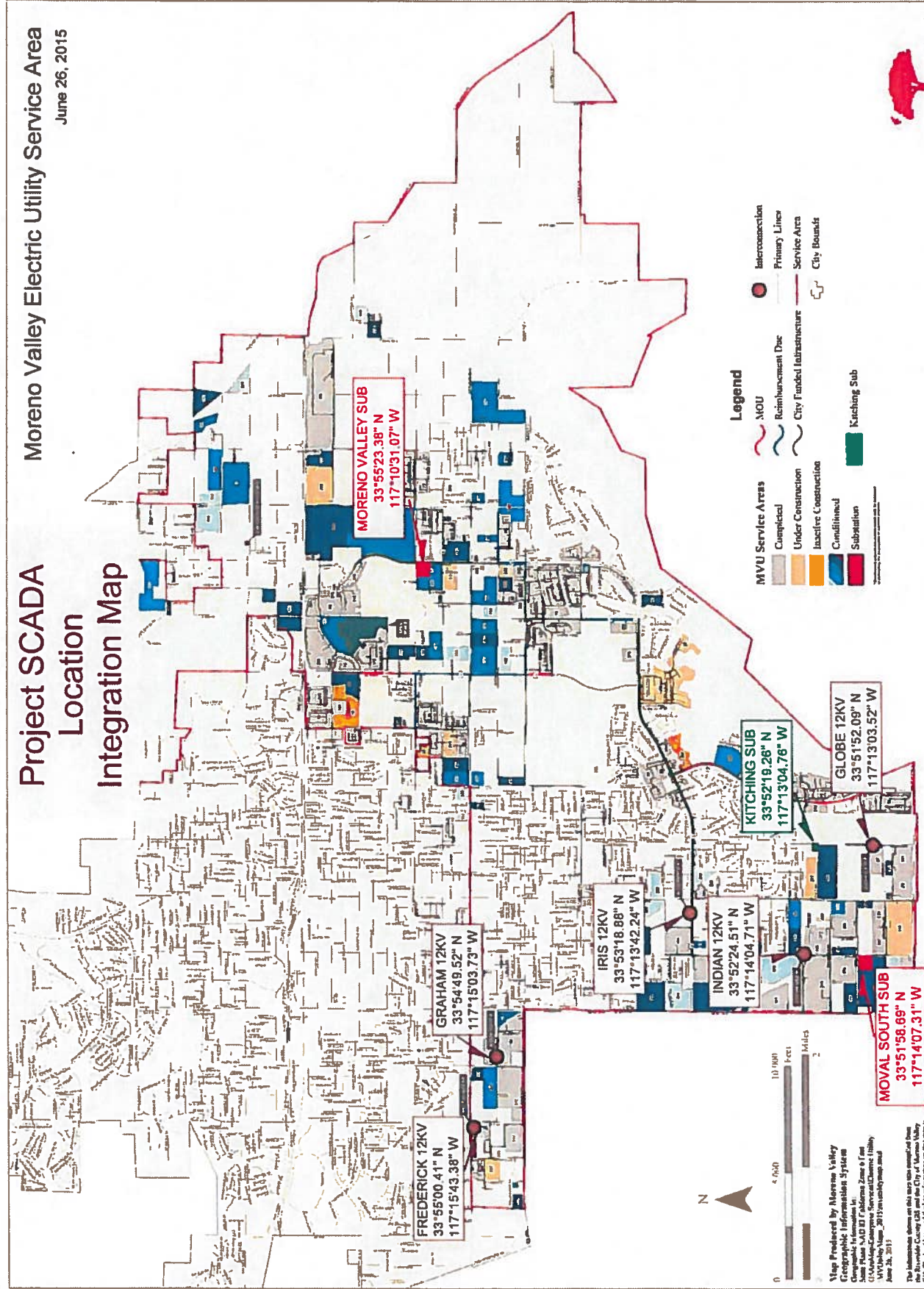


ATTACHMENT 2

Project SCADA Location Map

Moreno Valley Electric Utility Service Area

June 26, 2015



Map Prepared by Moreno Valley Geographic Information System
 Date: 06/23/2015
 Scale: 1:10000
 Projection: NAD 83 / California Zone 6 East
 Contour Interval: 20 Feet
 Data Source: City of Moreno Valley GIS Department
 Date: 06/23/2015

The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. It is not intended to be used for any purpose other than the one for which it was prepared. The City of Moreno Valley is not responsible for any errors or omissions in this map. Users of this map should verify the accuracy of the information shown on this map for their own use.

ATTACHMENT 3

**REQUEST FOR PROPOSAL FOR
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CITY OF MORENO VALLEY

PROPOSER'S COST PROPOSAL

**KITCHING STREET ELECTRICAL SUBSTATION AND SWITCHYARD
PROJECT NO. 805-0027**

PREPARE: ENVIRONMENTAL COMPLIANCE REPORTS, STORM WATER POLLUTION PREVENTION PLAN, GRADING PLANS, SUBSTATION PERIMETER WALL PLANS, CONSTRUCTION PLANS, EQUIPMENT SPECIFICATIONS, OFF-SITE STREET IMPROVEMENT PLANS, OFF-SITE LANDSCAPING PLANS, SUBSTATION SCADA PLANS, CONSTRUCTION RFP DOCUMENT, SWITCHYARD, ONSITE ENGINEER CONSTRUCTION INSPECTION SERVICES.

PROPOSER: _____
(Proposer Name)

BASE PROPOSAL ITEMS SUBSTATION:

ITEM NO.	DESCRIPTION OF ITEMS	ESTIMATED QUANTITY		UNIT PRICE (FIGURES)	TOTAL COST (FIGURES)
1	Prepare Environmental Compliance Report (Entire Site)	1	LS	\$	\$
2	Prepare SWPPP Plans (Entire Site)	1	LS	\$	\$
3	Prepare Grading Plans (Entire Site)	1	LS	\$	\$
4	Prepare Off-site Street Improvement Plans and Specifications (Entire Site)	1	LS	\$	\$
5	Prepare Landscape Plans and Specifications (Entire Site)	1	LS	\$	\$
6	Prepare Fence/Wall/Gate Plans and Specifications (Entire Site)	1	LS	\$	\$
7	Prepare On-site Civil, Mechanical, Electrical Equipment Plans & Specs	1	LS	\$	\$
8	Prepare Specifications for Ordering of Equipment and Materials	1	LS	\$	\$
9	Provide Plans and Specifications for SCADA system	1	LS	\$	\$
10	Provide Services to Prepare RFP for Substation Construction	1	LS	\$	\$

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ITEM NO.	DESCRIPTION OF ITEMS	ESTIMATED QUANTITY		UNIT PRICE (FIGURES)	TOTAL COST (FIGURES)
11	Onsite Engineer/Inspector during Construction	1	LS	\$	\$
	Substation Subtotal (Item1-11)	-	-	-	\$

SUBSTATION

Total Substation cost amount in NUMBERS for Items 1 through 11

\$ _____

Total Substation cost amount in WORDS for Items 1 through 11

\$ _____

ADDITIVE ALTERNATE PROPOSAL ITEM SWITCHYARD:

ITEM NO.	DESCRIPTION OF ITEMS	ESTIMATED QUANTITY		UNIT PRICE (FIGURES)	TOTAL COST (FIGURES)
12	Switchyard (Item 12) (Switchyard portion of Costs for Items 1-6 included with Substation Costs)	1	LS	\$	\$
	Switchyard Subtotal (Item 12)	1	LS	\$	\$

SWITCHYARD

Total Switchyard cost amount in NUMBERS for Item 12

\$ _____

Total Switchyard cost amount in WORDS for Item 12

\$ _____

SUBSTATION AND SWITCHYARD TOTAL

Total Substation and Switchyard cost amount in NUMBERS for Items 1 - 12

\$ _____

Total Substation and Switchyard cost amount in WORDS for Items 1 - 12

\$ _____

ATTACHMENT 4

**REQUEST FOR PROPOSAL FOR
PROFESSIONAL CONSULTANT DESIGN SERVICES
PROJECT NUMBER: 805 0027**

CITY OF MORENO VALLEY

ENGINEER'S ESTIMATED COST TO CONSTRUCT/COMMISSION
(For Reference Only – Provided at 75% Completion and Submission of Design Plans)

**KITCHING STREET ELECTRICAL SUBSTATION AND SWITCHYARD
PROJECT NO. 805-0027**

PREPARE: ENVIRONMENTAL COMPLIANCE REPORTS, STORM WATER POLLUTION PREVENTION PLAN, GRADING PLANS, SUBSTATION PERIMETER WALL PLANS, CONSTRUCTION PLANS, EQUIPMENT SPECIFICATIONS, OFF-SITE STREET IMPROVEMENT PLANS, OFF-SITE LANDSCAPING PLANS, SUBSTATION SCADA PLANS, CONSTRUCTION RFP DOCUMENT, SWITCHYARD, ONSITE ENGINEER CONSTRUCTION INSPECTION SERVICES.

PROPOSER: _____
(Engineer's Name)

BASE PROPOSAL ITEMS SUBSTATION:

ITEM NO.	DESCRIPTION OF ITEMS COST ESTIMATE FOR EACH ITEM	ESTIMATED QUANTITY		UNIT PRICE (FIGURES)	TOTAL COST (FIGURES)
1	Environmental Mitigation	1	LS	\$	\$
2	SWPPP BMP Implementation	1	LS	\$	\$
3	Onsite Grading and Street Earthwork	1	LS	\$	\$
4	Street Improvement Construction	1	LS	\$	\$
5	Parkway Landscaping and Irrigation	1	LS	\$	\$
6	Wall/Fence Installation	TBD	LF	\$	\$
7	Substation Gate Installation	1	LS	\$	\$
8	Substation On-Site Civil (Foundation & Ground Grid) Construction	1	LS	\$	\$
9	Substation On-Site Mechanical (115kV & 12kV Bus Supports/Conductors) Installation	1	LS	\$	\$
10	Substation 37.3 MVA Transformer Equipment Delivery and Installation	2	EA	\$	\$
11	Substation MEER Building Equipment Delivery and Installation	1	LS	\$	\$
12	Substation On-Site SCADA Equipment Installation	1	LS	\$	\$
13	Off-Site SCADA Equipment Integration Into Existing Substation System	5	EA	\$	\$
14	Equipment and Material Specifications Preparation	1	LS	\$	\$

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ADDITIVE ALTERNATE PROPOSAL ITEM SWITCHYARD:

ITEM NO.	DESCRIPTION OF ITEMS COST ESTIMATE FOR EACH ITEM	ESTIMATED QUANTITY		UNIT PRICE (FIGURES)	TOTAL COST (FIGURES)
15	Switchyard	1	LS	\$	\$

ATTACHMENT 5

AGREEMENT FOR PROJECT RELATED SERVICES
PROJECT NO. _____

This Agreement is by and between the City of Moreno Valley, California, a municipal corporation, hereinafter described as "City," and _____, a (California corporation, partnership, sole ownership) hereinafter described as "Consultant." This Agreement is made and entered into effective on the date the City signs this Agreement.

RECITALS

WHEREAS, the City has determined it is in the public interest to proceed with the professional work hereinafter described as "Project"; and

WHEREAS, the City has determined the Project involves the performance of professional and technical services of a temporary nature as more specifically described in Exhibit "A" (City's Request for Proposal) and Exhibit "B" (Consultant's Proposal) hereto; and

WHEREAS, the City does not have available employees to perform the services for the Project; and

WHEREAS, the City has requested the Consultant to perform such services for the Project; and

WHEREAS, the Consultant is professionally qualified in California to perform the professional and technical services required for the Project, and hereby represents that it desires to and is professionally and legally capable of performing the services called for by this Agreement;

THEREFORE, the City and the Consultant, for the consideration hereinafter described, mutually agree as follows:

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DESCRIPTION OF PROJECT

1. The Project is described as _____.

Project No. _____.

SCOPE OF SERVICES

2. The Consultant's scope of service is described on Exhibit "B" attached hereto and incorporated herein by this reference. In the event of a conflict, the City's Request for Proposal shall take precedence over the Consultant's Proposal.

3. The City's responsibility is described on Exhibit "C" attached hereto and incorporated herein by this reference.

PAYMENT TERMS

4. The City agrees to pay the Consultant and the Consultant agrees to receive a "Not-to-Exceed" fee of \$_____ in accordance with the payment terms provided on Exhibit "D" attached hereto and incorporated herein by this reference.

TIME FOR PERFORMANCE

5. The Consultant shall commence services upon receipt of written direction to proceed from the City.

6. The Consultant shall perform the work described on Exhibit "A" in accordance with the schedule set forth in Exhibit "___" attached hereto and incorporated by this reference.

Or

The Consultant shall perform the work described on Exhibit "A" in accordance with the design/construction schedule as stated in the Notice to Proceed.

7. This Agreement shall be effective from effective date and shall continue in full force and effect date through _____, subject to any earlier termination in accordance with this Agreement. The services of Consultant shall be completed in a sequence assuring

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expeditious completion, but in any event, all such services shall be completed prior to expiration of this Agreement.

8. (a) The Consultant agrees that the personnel, including the principal Project manager, and all subconsultants assigned to the Project by the Consultant, shall be subject to the prior approval of the City.

(b) No change in subconsultants or key personnel shall be made by the Consultant without written prior approval of the City.

SPECIAL PROVISIONS

9. It is understood and agreed that the Consultant is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Consultant or any individual whose compensation for services is paid by the Consultant, an agent or employee of the City, or authorizing the Consultant to create or assume any obligation or liability for or on behalf of the City.

10. The Consultant may also retain or subcontract for the services of other necessary consultants with the prior written approval of the City. Payment for such services shall be the responsibility of the Consultant. Any and all subconsultants employed by the Consultant shall be subject to the terms and conditions of this Agreement, except that the City shall have no obligation to pay any subconsultant for services rendered on the Project.

11. The Consultant and the City agree to use reasonable care and diligence to perform their respective services under this Agreement.

12. The Consultant shall comply with applicable federal, state, and local laws in the performance of work under this Agreement.

13. To the extent required by controlling federal, state and local law, Consultant shall not employ discriminatory practices in the provision of services, employment of personnel, or in

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any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Subject to the foregoing and during the performance of this Agreement, Consultant agrees as follows:

(a) Consultant will comply with all applicable laws and regulations providing that no person shall, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.

(b) Consultant will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Consultant shall ensure that applicants are employed, and the employees are treated during employment, without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Such requirement shall apply to Consultant's employment practices including, 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, notices setting forth the provision of this nondiscrimination clause.

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(c) Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant in pursuit hereof, state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.

(d) If Consultant should subcontract all or any portion of the services to be performed under this Agreement, Consultant shall cause each subcontractor to also comply with the requirements of this Section 13.

14. To the furthest extent allowed by law (including California Civil Code section 2782.8 if applicable), Consultant shall indemnify, hold harmless and defend the City, the Moreno Valley Community Services District ("CSD"), the Moreno Valley Housing Authority ("Housing Authority") and each of their officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage), and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, its principals, officers, employees, agents or volunteers in the performance of this Agreement.

If Consultant should subcontract all or any portion of the services to be performed under this Agreement, Consultant shall require each subcontractor to indemnify, hold harmless and defend City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Agreement.

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15. Insurance.

(a) Throughout the life of this Agreement, Consultant shall pay for and maintain in full force and effect all insurance as required in **Exhibit E** or as may be authorized in writing by the City Manager or his/her designee at any time and in his/her sole discretion.

(b) If at any time during the life of the Agreement or any extension, Consultant or any of its subcontractors fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to Consultant shall be withheld until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City. Any failure to maintain the required insurance shall be sufficient cause for City to terminate this Agreement. No action taken by City pursuant to this section shall in any way relieve Consultant of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by City that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

(c) The fact that insurance is obtained by Consultant shall not be deemed to release or diminish the liability of Consultant, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify City shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Consultant. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Consultant, its principals, officers, agents, employees, persons under the supervision of Consultant, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

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(d) Upon request of City, Consultant shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

(e) If Consultant should subcontract all or any portion of the services to be performed under this Agreement, Consultant shall require each subcontractor to provide insurance protection in favor of City and each of its officers, officials, employees, agents and volunteers in accordance with the terms of this section, except that any required certificates and applicable endorsements shall be on file with Consultant and City prior to the commencement of any services by the subcontractor.

16. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

17. Consultant and subconsultants shall pay prevailing wage rates when required by the Labor Laws of the State of California.

18. (a) The Consultant shall deliver to the _____ (Example: Public Works Director/City Engineer of the City or his designated representative), fully completed and detailed project-related documents which shall become the property of the City. The Consultant may retain, for its files, copies of any and all material, including drawings, documents, and specifications, produced by the Consultant in performance of this Agreement.

(b) The Consultant shall be entitled to copies of all furnished materials for his files and his subconsultants, if any.

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(c) The City agrees to hold the Consultant free and harmless from any claim arising from any unauthorized use of computations, maps, and other documents prepared or provided by the Consultant under this Agreement, if used by the City on other work without the permission of the Consultant. Consultant acknowledges that Consultant work product produced under this agreement may be public record under State law.

19. (a) This Agreement shall terminate without any liability of City to Consultant upon the earlier of: (i) Consultant's filing for protection under the federal bankruptcy laws, or any bankruptcy petition or petition for receiver commenced by a third party against Consultant; (ii) 10 calendar days prior written notice with or without cause by City to Consultant; (iii) City's non-appropriation of funds sufficient to meet its obligations hereunder during any City fiscal year of this Agreement, or insufficient funding for the Project; or (iv) expiration of this Agreement. The written notice shall specify the date of termination. Upon receipt of such notice, the Consultant may continue services on the project through the date of termination, provided that no service(s) shall be commenced or continued after receipt of the notice, which is not intended to protect the interest of the City. The City shall pay the Consultant within thirty (30) days after the date of termination for all non-objected to services performed by the Consultant in accordance herewith through the date of termination. Consultant shall not be paid for any work or services performed or costs incurred which reasonably could have been avoided.

(b) In the event of termination due to failure of Consultant to satisfactorily perform in accordance with the terms of this Agreement, City may withhold an amount that would otherwise be payable as an offset to, but not in excess of, City's damages caused by such failure. In no event shall any payment by City pursuant to this Agreement constitute a waiver by City of any breach of this Agreement which may then exist on the part of Consultant, nor

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shall such payment impair or prejudice any remedy available to City with respect to the breach.

(c) Upon any breach of this Agreement by Consultant, City may (i) exercise any right, remedy (in contract, law or equity), or privilege which may be available to it under applicable laws of the State of California or any other applicable law; (ii) proceed by appropriate court action to enforce the terms of the Agreement; and/or (iii) recover all direct, indirect, consequential, economic and incidental damages for the breach of the Agreement. If it is determined that City improperly terminated this Agreement for default, such termination shall be deemed a termination for convenience.

(d) Consultant shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of Consultant and without its fault or negligence such as, acts of God or the public enemy, acts of City in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. Consultant shall notify City in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, and shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to Administrator of the cessation of such occurrence.

20. This Agreement is binding upon the City and the Consultant and their successors and assigns. Except as otherwise provided herein, neither the City nor the Consultant shall assign, sublet, or transfer its interest in this Agreement or any part thereof without the prior written consent of the other.

21. A City representative shall be designated by the City and a Consultant representative shall be designated by the Consultant. The City representative and the Consultant representative shall be the primary contact person for each party regarding performance of this Agreement. The City representative shall cooperate with the Consultant,

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and the Consultant's representative shall cooperate with the City in all matters regarding this Agreement and in such a manner as will result in the performance of the services in a timely and expeditious fashion.

22. This Agreement represents the entire and integrated Agreement between the City and the Consultant, and supersedes all prior negotiations, representations or Agreements, either written or oral. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties.

23. Where the payment terms provide for compensation on a time and materials basis, the Consultant shall maintain adequate records to permit inspection and audit of the Consultant's time and materials charges under this Agreement. The Consultant shall make such records available to the City at the Consultant's office during normal business hours upon reasonable notice. Nothing herein shall convert such records into public records. Except as may be otherwise required by law, such records will be available only to the City. Such records shall be maintained by the Consultant for three (3) years following completion of the services under this Agreement.

24. The City and the Consultant agree, that to the extent permitted by law, until final approval by the City, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.

25. (a) Consultant shall comply, and require its subcontractors to comply, with all applicable (i) professional canons and requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code Section 1090 et. seq., the California Political Reform Act (California Government Code Section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2

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California Code of Regulations Section 18700 et. seq.). At any time, upon written request of City, Consultant shall provide a written opinion of its legal counsel and that of any subcontractor that, after a due diligent inquiry, Consultant and the respective subcontractor(s) are in full compliance with all laws and regulations. Consultant shall take, and require its subcontractors to take, reasonable steps to avoid any appearance of a conflict of interest. Upon discovery of any facts giving rise to the appearance of a conflict of interest, Consultant shall immediately notify City of these facts in writing.

(b) In performing the work or services to be provided hereunder, Consultant shall not employ or retain the services of any person while such person either is employed by City or is a member of any City council, commission, board, committee, or similar City body. This requirement may be waived in writing by the City Manager, if no actual or potential conflict is involved.

(c) Consultant represents and warrants that it has not paid or agreed to pay any compensation, contingent or otherwise, direct or indirect, to solicit or procure this Agreement or any rights/benefits hereunder.

(d) Neither Consultant, nor any of Consultant's subcontractors performing any services on this Project, shall bid for, assist anyone in the preparation of a bid for, or perform any services pursuant to, any other contract in connection with this Project unless fully disclosed to and approved by the City Manager, in advance and in writing. Consultant and any of its subcontractors shall have no interest, direct or indirect, in any other contract with a third party in connection with this Project unless such interest is in accordance with all applicable law and fully disclosed to and approved by the City Manager, in advance and in writing. Notwithstanding any approval given by the City Manager under this provision, Consultant shall remain responsible for complying with Section 25(a), above.

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(e) If Consultant should subcontract all or any portion of the work to be performed or services to be provided under this Agreement, Consultant shall include the provisions of this Section 25 in each subcontract and require its subcontractors to comply therewith.

(f) This Section 25 shall survive expiration or termination of this Agreement.

26. All Plans, drawings, Specifications, reports, logs, and other documents prepared by the Consultant in its performance under this Agreement shall, upon completion of the project, be delivered to and be the property of the City, provided that the Consultant shall be entitled, at its own expense, to make copies thereof for its own use.

27. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall also govern the interpretation of this Agreement. Venue shall be vested in the Superior Court of the State of California, County of Riverside.

28. Supplementary General Provisions. (For projects that are funded by Federal programs). The following provisions, pursuant to 44 Code of Federal Regulations, Part 13, Subpart C, Section 13.36, as it may be amended from time to time, are included in the Agreement and are required to be included in all subcontracts entered into by CONTRACTOR for work pursuant to the Agreement, unless otherwise expressly provided herein. These provisions supersede any conflicting provisions in the General Conditions and shall take precedence over the General Conditions for purposes of interpretation of the General Conditions. These provisions do not otherwise modify or replace General Conditions not in direct conflict with these provisions. Definitions used in these provisions are as contained in the General Conditions.

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- a) CONTRACTOR shall be subject to the administrative, contractual, and legal remedies provided in the General Conditions in the event CONTRACTOR violates or breaches terms of the Agreement.
- b) CITY may terminate the Agreement for cause or for convenience, and CONTRACTOR may terminate the Agreement, as provided the General Conditions.
- c) CONTRACTOR shall comply with Executive Order 11246 of September 24, 1965, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by CITY and/or subcontracts in excess of \$10,000 entered into by CONTRACTOR.)
- d) CONTRACTOR shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3) (All contracts and subcontracts for construction or repair.)
- e) CONTRACTOR shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a7) as supplemented by Department of Labor regulations (29 CFR Part 5).
- f) CONTRACTOR shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327330) as supplemented by Department of Labor regulations (29 CFR Part 5).
- g) CONTRACTOR shall observe CITY requirements and regulations pertaining to reporting included in the General Conditions.
- h) Patent rights with respect to any discovery or invention which arises or is developed in the course of or under the Agreement shall be retained by the CITY.

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- i) Copyrights and rights in data developed in the course of or under the Agreement shall be the property of the CITY. FEMA/CalOES reserve a royalty-free, nonexclusive, irrevocable license to reproduce, publish or otherwise use or authorize to others to use for federal purposes a copyright in any work developed under the Agreement and/or subcontracts for work pursuant to the Agreement.
- j) CONTRACTOR shall provide access by the City, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- k) CONTRACTOR shall retain all required records for three years after CITY makes final payments and all other pending matters relating to the Agreement are closed.
- l) CONTRACTOR shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (This provision applies to contracts exceeding \$100,000 and to subcontracts entered into pursuant to such contracts.)
- m) CONTRACTOR shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94163, 89 Stat. 871).

SIGNATURE PAGE FOLLOWS

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement.

City of Moreno Valley

Insert Contractor/Consultant Name

BY: _____

Chief Financial Officer
/City Manager/Mayor
(Select only one please)

Date

BY: _____

Name: _____

TITLE: _____
(President or Vice President)

Date

BY: _____

Name: _____

TITLE: _____
(Corporate Secretary)

Date

INTERNAL USE ONLY

ATTEST:

City Clerk
(only needed if Mayor signs)

APPROVED AS TO LEGAL FORM:

City Attorney

Date

RECOMMENDED FOR APPROVAL:

Department Head
(if contract exceeds 15,000)

Date

EXHIBIT C**CITY - SERVICES TO BE PROVIDED
TO CONSULTANT**

1. Furnish the Consultant all in-house data which is pertinent to services to be performed by the Consultant and which is within the custody or control of the City, including, but not limited to, copies of record and off-record maps and other record and off-record property data, right-of-way maps and other right-of-way data, pending or proposed subject property land division and development application data, all newly developed and pertinent design and project specification data, and such other pertinent data which may become available to the City.
2. Provide timely review, processing, and reasonably expeditious approval of all submittals by the Consultant.
3. Provide timely City staff liaison with the Consultant when requested and when reasonably needed.

EXHIBIT C

EXHIBIT D**TERMS OF PAYMENT**

1. The Consultant's compensation shall not exceed \$_____.
2. The Consultant will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: http://www.moval.org/do_biz/biz-license.shtml
3. The Consultant will electronically submit an invoice to the City once a month for progress payments along with documentation evidencing services completed to date. The progress payment is based on actual time and materials expended in furnishing authorized professional services during the preceding calendar month. At no time will the City pay for more services than have been satisfactorily completed and the City Engineer's determination of the amount due for any progress payment shall be final. The consultant will submit all original invoices to Accounts Payable staff at AccountsPayable@moval.org
Accounts Payable questions can be directed to (951) 413-3073.
Copies of invoices may be submitted to the _____ Department at
<email address>@moval.org or calls directed to (951) 413-????.
4. The Consultant agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid

because the completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at:

http://www.moval.org/city_hall/forms.shtml#bf

5. The minimum information required on all invoices is:
 - A. Vendor Name, Mailing Address, and Phone Number
 - B. Invoice Date
 - C. Vendor Invoice Number
 - D. City-provided Reference Number (e.g. Project, Activity)
 - E. Detailed work hours by class title (e.g. Manager, Technician, or Specialist), services performed and rates, explicit portion of a contract amount, or detailed billing information that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.
6. The City shall pay the Consultant for all invoiced, authorized professional services within thirty (30) days of receipt of the invoice for same.

EXHIBIT D

EXHIBIT E

INSURANCE REQUIREMENTS

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, which shall include insurance for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations, products and completed operations, and contractual liability.
2. The most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, which shall include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto).
3. Workers' Compensation insurance as required by the California Labor Code and Employer's Liability Insurance.
4. Professional Liability (Errors and Omissions) insurance appropriate to Consultant's profession.

Minimum Limits of Insurance

Consultant shall maintain limits of liability of not less than:

1. General Liability:
\$1,000,000 per occurrence for bodily injury and property damage
\$1,000,000 per occurrence for personal and advertising injury
\$2,000,000 aggregate for products and completed operations
\$2,000,000 general aggregate
2. Automobile Liability:
\$1,000,000 per accident for bodily injury and property damage
3. Employer's Liability:
\$1,000,000 each accident for bodily injury
\$1,000,000 disease each employee
\$1,000,000 disease policy limit

4. Professional Liability (Errors and Omissions):

\$1,000,000 per claim/occurrence

\$2,000,000 policy aggregate

Umbrella or Excess Insurance

In the event Consultant purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies).

Deductibles and Self-Insured Retentions

Consultant shall be responsible for payment of any deductibles contained in any insurance policy(ies) required hereunder and Consultant shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the City Manager or his/her designee. At the option of the City Manager or his/her designee, either (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers; or (ii) Consultant shall provide a financial guarantee, satisfactory to the City Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall City be responsible for the payment of any deductibles or self-insured retentions.

Other Insurance Provisions

The General Liability and Automobile Liability insurance policies are to contain, or be endorsed to contain, the following provisions:

1. City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers are to be covered as additional insureds.
2. The coverage shall contain no special limitations on the scope of protection afforded to City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers.
3. Consultant's insurance coverage shall be primary and no contribution shall be required of City.

The Workers' Compensation insurance policy is to contain, or be endorsed to contain, the following provision: Consultant and its insurer shall waive any right of subrogation against City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers.

If the Professional Liability (Errors and Omissions) insurance policy is written on a claims-made form:

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by Consultant.
2. Insurance must be maintained and evidence of insurance must be provided for at least 3 years after any expiration or termination of the Agreement or, in the alternative, the policy shall be endorsed to provide not less than a 3-year discovery period.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by Consultant, Consultant must purchase extended reporting coverage for a minimum of 3 years following the expiration or termination of the Agreement.
4. A copy of the claims reporting requirements must be submitted to City for review.
5. These requirements shall survive expiration or termination of the Agreement.

All policies of insurance required hereunder shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after 30 calendar day written notice by certified mail, return receipt requested, has been given to City. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, Consultant shall furnish City with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for City, Consultant shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than 15 calendar days prior to the expiration date of the expiring policy.

Acceptability of Insurers

All policies of insurance required hereunder shall be placed with an insurance company(ies) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-VII" in Best's Insurance Rating Guide; or authorized by the City Manager or his/her designee.

Verification of Coverage

Consultant shall furnish City with all certificate(s) and **applicable endorsements** effecting coverage required hereunder. All certificates and **applicable endorsements** are to be received and approved by the City Manager or his/her designee prior to City's execution of the Agreement and before work commences.

ATTACHMENT 6

FIRST AMENDMENT TO AGREEMENT

FOR _____

PROJECT NO. _____

The First Amendment to Agreement is by and between the CITY OF MORENO VALLEY, a municipal corporation, hereinafter referred to as "City," and _____, hereinafter referred to as "Consultant." This First Amendment to Agreement is made and entered into effective on the date the City signs this Amendment.

RECITALS:

Whereas, the City and Consultant entered into an Agreement entitled "AGREEMENT _____," hereinafter referred to as "Agreement," dated _____.

Whereas, the Consultant is providing _____.

Whereas, it is desirable to amend the Agreement to expand the scope of the work to be performed by the Consultant as is more particularly described in Seciton 1 of this First Amendment.

Whereas, the Consultant has submitted a Proposal dated _____ for expansion of the scope of work to be performed. A copy of said Proposal is attached as "Exhibit A-First Amendment" and is incorporated herein by this reference.

SECTION 1 AMENDMENT TO ORIGINAL AGREEMENT:

1.1 The Agreement termination date of _____ is not extended by this Amendment, unless the termination date is further extended by an Amendment to the Agreement.

FIRST AMENDMENT TO AGREEMENT FOR _____
PROJECT NO. _____

1.2 Exhibit "B" to the Agreement is hereby amended by adding to the scope of work section described in "Exhibit A – First Amendment," entitled "_____."

1.3 Exhibit "D" to the Agreement is hereby further amended by adding to the cost proposal section thereof described in "Exhibit A – First Amendment," entitled "_____."

1.4 The City agrees to pay the Consultant and the Consultant agrees to receive a "Not-to-Exceed" fee of \$_____, as set forth in the above-referenced Cost Summary, in consideration of the Consultant's performance of the work set forth in "Exhibit A – First Amendment."

1.5 The total "Not-to-Exceed" fee for this contract is \$_____ (\$_____ for the original Agreement plus \$_____ for the First Amendment to Agreement).

SECTION 2

2.1 Except as otherwise specifically provided in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

FIRST AMENDMENT TO AGREEMENT FOR _____
PROJECT NO. _____

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement.

City of Moreno Valley

Insert Consultant Name

By: _____
City Manager

By: _____

Date: _____

Title: _____
(President or Vice President)

Date: _____

INTERNAL USE ONLY

APPROVED AS TO FORM:

City Attorney

Date

By: _____

Title: _____
(Corporate Secretary)

Date: _____

RECOMMENDED FOR APPROVAL:

Department Head

Date

Attachments: Exhibit A – First Amendment

ATTACHMENT 7

PROPOSER'S LIST OF SUBCONSULTANTS

The bidder shall list all subcontractors. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax/ E-Mail	Description of Portion of Work to be Performed
<i>Name</i>	<i>Phone</i>	
<i>Address</i>	<i>Fax</i>	
<i>City State ZIP</i>	<i>E-Mail</i>	
<i>Name</i>	<i>Phone</i>	
<i>Address</i>	<i>Fax</i>	
<i>City State ZIP</i>	<i>E-Mail</i>	
<i>Name</i>	<i>Phone</i>	
<i>Address</i>	<i>Fax</i>	
<i>City State ZIP</i>	<i>E-Mail</i>	
<i>Name</i>	<i>Phone</i>	
<i>Address</i>	<i>Fax</i>	
<i>City State ZIP</i>	<i>E-Mail</i>	
<i>Name</i>	<i>Phone</i>	
<i>Address</i>	<i>Fax</i>	
<i>City State ZIP</i>	<i>E-Mail</i>	

ADDENDUM NO. 1 Kitching Street Electrical Substation and Switchyard

Question:

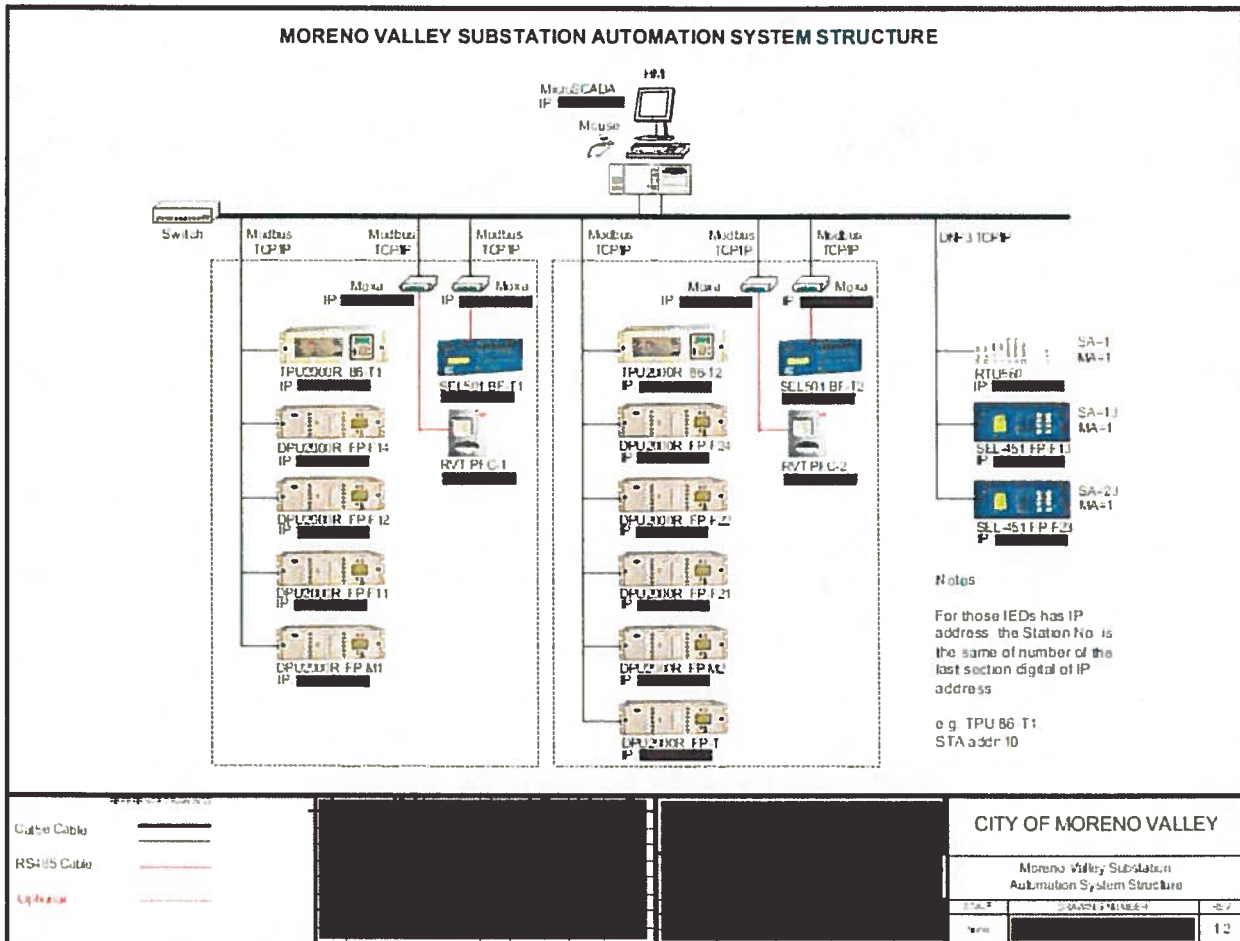
On page 3 first paragraph it says "The City is requesting firms to provide Professional Consultant Services for the design and preparation of engineering plans, specifications...and expansion of MVU's existing SCADA system to include substation SCADA, integration of five (5) each off-site relays and the MoVal South Substation". Would the City please elaborate what the scope of the remote SCADA upgrade is?

Answer:

Additional information on the existing SCADA facilities and scope:

- Existing MOVAL Substation has 2 each 115kV/12kV transformer banks, 6 each distribution circuits, and 2 each capacitor banks. MOVAL substation's SCADA system is a local ABB Microscada SCADA system that allows remote operation of equipment, data acquisition, historian, trending, system alarms (via phone, sms, and email), system singleline with status indicators, and the ability to drill down on each relay.
- Attached is a single of MOVAL SCADA system. MOVAL SCADA system is accessed via remote desktop through an internet VPN connection.
- Existing MOVAL South substation is a 34.5kV/12kV substation with one each 34.5kV source and four each 12kV feeders. MOVAL South substation protection system includes 6 relays. All relays are manufactured by Eaton, model EDR5000. One relay serves as the main protection relay for the 34.5kV feed, one relay serves as the main 12kV bus relay, and four relays serve as feeder protection for each 12kV circuit.
- All six relays are connected to an Eaton PXG 800E gateway through a daisychain INCOM connection. PXG800E gateway system serve as an end-device to collect data, provide status indicators, data trending, and system alarms via email. Gateway presents the data is a web portal that is accessed via a LTE cellular internet connection. Gateway can also be used as a pass-through/slave device in a larger SCADA system.
- Each 12kV interconnection panel (Frederick 12kV, Graham 12kV, Indian 12kV, Iris 12kV, Globe 12kV) is equipped with a protection relay manufactured by Cutler-Hammer, model DT3000 as a feeder protection relay. Relay serves as an overcurrent only relay, without a potential indicator.
- Scope to be included in RFP related to SCADA is as follows:
 - Design a SCADA system to equip Kitching substation with all up-to-date industry capabilities, including but not limited to, remote operation of equipment, data acquisition, historian, trending, automatic voltage regulator, system alarms (via phone, sms, and email), system singleline with status indicators, and the ability to drill down on each relay.

- o Integrate MOVAL Substation, MOVAL South Substation, and all 12kV interconnection panels in the new SCADA system (New SCADA). New SCADA will have at least the same capabilities as MOVAL Substation SCADA in relation to MOVAL Substation equipment. New SCADA will have at least the same capabilities as MOVAL South Substation PXG800E gateway in relation to MOVAL South Substation equipment; in addition, remote control of relays. New SCADA system will have at least status indicators, data acquisition, and alarms in relation to 12kV interconnection panels; remote control to be included if technically possible.
- o New SCADA can be an expansion of existing Microscada or a new system.



ADDENDUM NO. 2
Kitching Street Electrical Substation and Switchyard
Pre Bid Conference Questions and Answers AND
Request for High Level Design Schematic of Proposed Substation and
Switchyard Layout

Q1: Will the Kitching Substation look the same as the Moreno Valley Substation?

A1: Essentially the same configuration, except with two 37MVA transformers instead of two 28MVA transformers. However, since there is a difference between the "L" shaped lot of the Kitching Substation site versus the square shaped lot of the Moreno Valley Substation site, we anticipate a different layout between the two substations. Successful bidder should come up with the most cost effective design possible. The switchyard must be constructed to SCE standards. The plan check and inspection of the switchyard will be performed by SCE.

Q2: Clarify project schedule vision with respect to design and is there any flexibility?

A2: We envisioned a 6 month design schedule but due to unforeseen project financing concerns, the schedule has been compressed to 3 months. We acknowledge this is an aggressive schedule but there is some flexibility. The design schedule can be pushed out, however this will shorten the construction schedule; the substation must be operational by May 2017.

Also, project plan deliverables at 35%, 75%, and 100% completion milestones are required. However, the City is open to a continuous dialogue and piecemeal review of key aspects of design between milestones.

Q3: What is your appetite for overlapping the environmental and the design phase?

A3: Information such as equipment layout to be determined during the design phase precluded the environmental phase to begin prior to design. Therefore, the environmental review process will be conducted concurrently with design. We feel that the environmental review process is a critical path task. A Mitigated Negative Declaration is envisioned with a 30 day noticing period.

Q4: How many review cycles are envisioned for the CEQA document?

A4: We envision only one review cycle, approximately two to three weeks. The project is located in an industrial zoned area within Specific Plan 208, the City's south industrial area specific plan. The nearest residential development is located across a flood control channel, more than three hundred feet to the north. It is bounded to the west by a storage yard facility and an industrial building further west, a waste water treatment plant to the east, and vacant land to the south.

Q5: Is the environmental review still anticipated to take 3 months or could that slide along with any extension provided to the design.

A5: We prefer to have the environmental completed as far in advance of design completion. However, if needed, the environmental schedule can slide just as long as the environmental process is completed before the design. Environmental kickoff is anticipated within the first month of design with the preparation of a Site Exhibit showing equipment layout.

Q6: Does the City own the property and how is it concurrently zoned?

A6: Yes, the City owns the property. It is an industrial zoned parcel located within the City's South Industrial Specific Plan, SP208.

Q7: Where are you in the negotiation process with SCE with respect to the interconnection process?

A7: The interconnect study has been completed. The load flow has been performed. Currently we are in the process of finalizing the Interconnect Agreement. We anticipate this being completed within the next month or two.

Q8: Has SCE completed the System Impact Study?

A8: Yes. We are negotiating some cost elements using Moreno Valley Substation costs as a comparable basis.

Q9: What major equipment will the City be procuring versus those to be procured by the contractor?

A9: The City will be procuring some of the major equipment including the transformers and the 115kV breakers due to the long lead time required in procuring this equipment.

Q10: What is the extent of the street improvements?

A10: Edwin Road (Industrial Collector) improvements would include construction of the remaining north half of the street along the property frontage (west property line to Kitching Street) consisting of pavement, base, curb, gutter, sidewalk, street lights, and landscaping. Kitching Street (Arterial Street) improvements would include construction of the west half of the street along the property frontage (north property line to Edwin Road) consisting of pavement, base, curb, gutter, sidewalk, street lights, two driveway approaches, and landscaping.

Q11: Do you envision a chain link fence or something more elaborate?

A11: The Planning Division will most likely require something more elaborate than chain link fence along the frontage, such as a block wall.

Q12: What was the site used for before? Are there any concerns about environmental contamination?

A12: The site has been vacant. We don't foresee finding any subsurface tanks or there being soil contamination.

Q13: According to Google Earth, there are stockpiles of dirt. Where is the dirt from?

A13: We are not aware of stockpiles of dirt. We will conduct a field visit to determine if the stockpiles are located on City property or the northerly adjacent property.

Q14: Does the City require a licensed Structural Engineer or a licensed Civil Engineer to perform the design for the substation structure.

A14: Please refer to Page 5 of the RFP for substation design qualifications.

Q15: What is your expectation for the construction engineer/inspector required during construction? Is this person required full-time or part-time?

A15: We are looking for an onsite engineer/inspector to assist with the oversight of the substation construction to ensure that the project is constructed per plans and specifications. We defer to proposer's judgment and cost to determine the amount of time and cost needed to perform adequate inspections.

Q16: Will the geotechnical reports provide soil resistivity values?

A16: A separate resistivity report is required in addition to the geotechnical report for both the Substation and the Switchyard sites. We anticipate having these reports ready before Design kickoff.

Q17: Will the Contractor prepare and submit a Storm Water Pollution Prevention Plan (SWPPP)?

A17: The Contractor will have a SWPPP prepared and submitted for review. In addition to the SWPPP, a Water Quality Management Plan (WQMP) will be required as part of Design.

Q18: Will fiber be used for SCADA?

A18: Most likely a Verizon line will be used to provide SCADA service.

Q19: What do you envision as far as tying in SCADA with other substation sites? What work is involved?

A19: Please refer to Answer provided in previously released Addendum No. 1.

In addition to the questions and answers provided in this addendum, the City is requesting submittal of a high level design schematic of proposed substation and switchyard layout along with the proposal.

City of Moreno Valley

Page 1

Design Services (2015-020), bidding on October 22, 2015 5:15 PM (Pacific)

Printed 10/29/2015

Q & A

Vendor	Submlt Date	Question	Answer	Release Date	Set
Ulteig Engineers, Inc.	09/22/2015 6:41 AM (Pacific)	Please confirm that the project schedule listed within the RFP is correctly noted as January 2016 NTP - March 2016 project design complete.	The project schedule for the design phase is correct. The entire project schedule is aggressive in order for the substation to be operational by the target date of May 2017.	09/22/2015 11:25 AM (Pacific)	1.1
ABB c/o Pacific Utilities	09/30/2015 8:34 AM (Pacific)	Will a supplier for the design engineer RFP that is out still be considered as a contractor for the actual work to be performed as purchasing and installing the equipment? Or does winning the RFP project preclude that company for being considered for the contractor portion of work?	Please refer to Section 25 (d) of the sample Agreement for Project Related Services, Attachment 5 to the Design RFP. This section is provided below for convenience. (d) Neither Consultant, nor any of Consultant's subcontractors performing any services on this Project, shall bid for, assist anyone in the preparation of a bid for, or perform any services pursuant to, any other contract in connection with this Project unless fully disclosed to and approved by the City Manager, in advance and in writing. Consultant and any of its subcontractors shall have no interest, direct or indirect, in any other contract with a third party in connection with this Project unless such interest is in accordance with all applicable law and fully disclosed to and approved by the City Manager, in advance and in writing. Notwithstanding any approval given by the City Manager under this provision, Consultant shall remain responsible for complying with Section 25(a), above.	10/01/2015 3:47 PM (Pacific)	2.1
HDR Engineering, Inc.	10/04/2015 10:23 AM (Pacific)	Are there One Line and Plot Plan diagrams available for the substation and the switchyard?	No, not at this time. The selected design firm will create.	10/06/2015 10:12 AM (Pacific)	3.1
HDR Engineering, Inc.	10/04/2015 10:23 AM (Pacific)	Is the City looking to award the project to a company that bids the job in its entirety or is the City planning to award the project in sections to different consulting firms?	Please see response to Q&A Set 2.1 released on 10/1/15 at 3:47:54PM on PlanetBids.	10/06/2015 10:12 AM (Pacific)	3.2
HDR Engineering, Inc.	10/04/2015 10:26 AM (Pacific)	Page 2, second paragraph of the proposal mentions says "Note 1: Proposers are to assume that all necessary land survey documents including property legal description, street right-of-way legal description, parcel map, topographic base map ... will be available at the time the City issues the Notice to Proceed for this substation design scope of work". Page 7, first paragraph for Section B says "...The consultant shall be responsible for compiling the project specifications signed by... and Geotechnical Engineer...ready for bidding purposes". Page 12 item 8 describes the same approach. Is the City requesting that the Consultant's Geotechnical Engineer signs off on a construction specification where the geotechnical information was prepared by others (the City)?	Initially, the RFP called for the Design Firm to hire a survey as well as a geotechnical consultant. The City released separate Survey and Geotechnical/Material Testing RFPs in order for information pertaining to these disciplines be made available before the start of design to save time. It is the intent that the selected firms will provide as needed services during design should there be a need.	10/06/2015 10:12 AM (Pacific)	3.3

City of Moreno Valley

Page 2

Design Services (2015-020), bidding on October 22, 2015 5:15 PM (Pacific)

Printed 10/29/2015

Q & A

Vendor	Submit Date	Question	Answer	Release Date	Set
HDR Engineering, Inc.	10/04/2015 10:26 AM (Pacific)	On page 2 third paragraph it says "...ENCO will be responsible for the co-ordination of the 115kV interconnection with SCE and the design of 12kV underground feeder lines from the 12kV bus to the outside of the substation". On page 3 second paragraph it says "The project plans for this proposal include...interconnection co-ordination plans to connect the Switchyard to SCE's 115kV facilities.." Would the City please define the role of ENCO and the Consultant as it pertains to the communication and coordination with SCE? Would ENCO design the 12kV feeders from the switchgear out of the substation?	ENCO will offer general oversight with respect to interconnection coordination between the substation and switchyard, but the design firm will design the interconnection plans. However, ENCO will design the 12kV substation feeders; the design of the 12kV feeder lines is not part of the Design RFP scope of work.	10/06/2015 10:12 AM (Pacific)	3.4
HDR Engineering, Inc.	10/04/2015 10:26 AM (Pacific)	The project schedule shows Notice to Proceed January 2016 and Project Design Complete on March 2016. The standard design schedule for a substation and a switchyard this size is around 6 months. Is the City willing to reconsider the design duration? Since there is a 115kV switchyard that needs SCE's approval, there will need to be several reviews that will be performed by SCE's Responsible Engineer and those reviews take a couple of weeks. If those reviews are not done within the allocated time period the schedule would also slip. Would it be acceptable to develop the schedule for the project based on the Operating Date of May 2017?	The substation must be operational by May 2017. Due to an unanticipated, extended review of project finance options, the design schedule was compressed to three months. However, there is some flexibility between project phases. The design completion date and the construction start date may need to be adjusted slightly.	10/06/2015 10:12 AM (Pacific)	3.5
	10/09/2015 11:25 AM (Pacific)	What environmental review work has been completed for the proposed substation site?	None, other than coordination with Planning Division staff.	10/09/2015 11:25 AM (Pacific)	4.1
	10/09/2015 11:25 AM (Pacific)	What level of CEQA review is envisioned in the proposed 90-day schedule?	A Negative Declaration is anticipated.	10/09/2015 11:25 AM (Pacific)	4.2
	10/09/2015 11:25 AM (Pacific)	Who is responsible for the design of the first 115-kV structures outside of the substation?	SCE	10/09/2015 11:25 AM (Pacific)	4.3
	10/09/2015 11:25 AM (Pacific)	Who is responsible for the design of the 115-kV terminal spans from the substation dead-end structure to the first SCE structure?	SCE	10/09/2015 11:25 AM (Pacific)	4.4
	10/09/2015 11:25 AM (Pacific)	Are the SCE 115-kV switchyard and interconnection facilities subject to California PUC GO-131D environmental review and if so, when in the proposed schedule is this envisioned to occur?	Switchyard and 115-kV structures outside of the switchyard will be included in the Negative Declaration. SCE should only be required to go through Notice Of Contract, pursuant to GO 131D, in regards to the switchyard by utilizing the Negative Declaration. Coordination of NOC process with SCE will be handled by MVU.	10/09/2015 11:25 AM (Pacific)	4.5

City of Moreno Valley

Page 3

Design Services (2015-020), bidding on October 22, 2015 5:15 PM (Pacific)

Printed 10/29/2015

Q & A

Vendor	Submlt Date	Question	Answer	Release Date	Set
	10/09/2015 11:25 AM (Pacific)	What is the current status of the interconnection process with SCE?	MVU is currently negotiating the Interconnection Agreement with SCE	10/09/2015 11:25 AM (Pacific)	4.6
	10/09/2015 11:25 AM (Pacific)	For each of the four design review phases listed on page 6 of the RFP, who are the reviewers and approvers and what is the required review/approval time?	MVU staff and in-house consultant will be reviewing plans within a two to three week turnaround time.	10/09/2015 11:25 AM (Pacific)	4.7
	10/09/2015 11:25 AM (Pacific)	Who is the City's Project Manager?	Clement Jimenez, Senior Engineer, PE	10/09/2015 11:25 AM (Pacific)	4.8
	10/09/2015 11:25 AM (Pacific)	Who is responsible for providing construction record and as-built drawings?	Design Consultant selected.	10/09/2015 11:25 AM (Pacific)	4.9
	10/09/2015 11:25 AM (Pacific)	Who will purchase/provide the major equipment and materials, the City or the Contractor?	Design Consultant will provide equipment and material specifications.	10/09/2015 11:25 AM (Pacific)	4.10
	10/09/2015 11:25 AM (Pacific)	Regarding prevailing wages and certified payroll, who do you believe would be subject to these requirements prior to construction?	No one unless Design Consultant will require independent soils testing.	10/09/2015 11:25 AM (Pacific)	4.11
	10/09/2015 11:25 AM (Pacific)	What Project Management responsibilities are expected of the Consultant during construction and commissioning?	Field meetings, plan clarification, asbuilt plans.	10/09/2015 11:25 AM (Pacific)	5.1
HDR Engineering, Inc.	10/04/2015 10:28 AM (Pacific)	On page 10 second paragraph it says "Any PS&E must conform to the City of Moreno Valley's standards and format". On Page 12 item 8 makes a similar reference. Since the equipment in the SCE switchyard (circuit breakers, disconnect switches, etc) has to follow SCE's standards would the material specifications that SCE provides need to be reformatted to the City's format or can they simple be used in their existing format so the materials can be purchased?	The design of the switchyard should use SCE standards.	10/09/2015 11:25 AM (Pacific)	6.1

City of Moreno Valley

Page 4

Design Services (2015-020), bidding on October 22, 2015 5:15 PM (Pacific)

Printed 10/29/2015

Q & A

Vendor	Submit Date	Question	Answer	Release Date	Set
HDR Engineering, Inc.	10/04/2015 10:27 AM (Pacific)	The project schedule shows Long Lead Items Specifications in the same month as the Notice to Proceed (January 2016). The specifications for the long lead materials and the quantities can be ready in 2-3 weeks after the Notice to Proceed (provided there is an agreeable upon One Line and Plot Plan). Normally the MEERs for these types of projects include the relay racks and all of the equipment that needs to be installed in them. In order to get the MEER ordered with all of the equipment the drawings and BOM would require approximately 4-6 weeks since the MEER drawings and the relay rack elevations need to get approved by SCE. Getting the MEER to come with all of the equipment will minimize the amount of work required to install it once construction starts. Is the City looking to go out for bid on the MEER with the relay racks or without them?	MEER building will be ordered with the relay racks. Consultant will be responsible to adhere to the project timing on the scope that they control. MVU and Consultant will attempt to influence SCE timeline as much as possible as it relates Switching Station MEER bldg., however, equipment will be ordered once approved by SCE.	10/09/2015 1:24 PM (Pacific)	7.1
HDR Engineering, Inc.	10/04/2015 10:27 AM (Pacific)	On page 3 first paragraph it says "The City is requesting firms to provide Professional Consultant Services for the design and preparation of engineering plans, specifications...and expansion of MVU's existing SCADA system to include substation SCADA, integration of five (5) each off-site relays and the MoVal South Substation". Would the City please elaborate what the scope of the remote SCADA upgrade is?	See Addendum for answer and attachment.	10/09/2015 1:24 PM (Pacific)	8.1
Henkels & McCoy	10/09/2015 2:44 PM (Pacific)	Will pothole cost include in this proposal or it will be included in the 75% package?	The separate Survey RFP scope of work includes potholing. The selected Survey firm will be available during the design phase.	10/12/2015 8:09 AM (Pacific)	9.1
Henkels & McCoy	10/09/2015 2:44 PM (Pacific)	Page 7, Section A (Environmental), "The Consultant shall identify and evaluate all environmental concerns for the proposed improvements as well as the installation of an offsite SCE Tubular Steel Pole (TSP) and recommend". Where is the location of the TSP pole? Is the design of the TSP pole part of this RFP?	The TSP will be on the east side of Kitching street directly east of the switch yard deadend rack. It will be designed by SCE.	10/12/2015 8:09 AM (Pacific)	9.2
Henkels & McCoy	10/09/2015 2:44 PM (Pacific)	Page 1, second paragraph of section I (Invitation) says "Proposal shall be received electronically only on the City of Moreno Valley Vendor.....". Page 14, last sentence of the paragraph in section V (Consultant Proposal and Compensation) says "The consultant shall also provide a separate scope and fee, in a separately-sealed envelope." Do we submit the RPF in 2 separate packages (one sealed package for scope and fee, another package for everything else) by electronic and by mail/delivery?	All submittals are to be made electronically. The cost proposal can be submitted as a separate attachment clearly labeled cost proposal.	10/12/2015 8:09 AM (Pacific)	9.3
Henkels & McCoy	10/09/2015 2:44 PM (Pacific)	What is the extent of landscaping required (for example 6' from the curb or sidewalk)?	The sidewalk will be curb adjacent followed by a 6' landscape area within the public right of way.	10/12/2015 8:09 AM (Pacific)	9.4

City of Moreno Valley

Page 5

Design Services (2015-020), bidding on October 22, 2015 5:15 PM (Pacific)

Printed 10/29/2015

Q & A

Vendor	Submit Date	Question	Answer	Release Date	Set
HDR Engineering, Inc.	10/13/2015 3:26 PM (Pacific)	With regards to questions 3.3 and 9.1 the Surveying company that the City will hire for the design surveying and potholing, will they be responsible for the Utility Coordination as described in Section E (page 9) or would the scope of this section be part of the Consultant as part of this proposal.	Utility Coordination is within the scope of work of the Design RFP as part of this proposal. The Survey Consultant will not be responsible for the Utility Coordination work described in Section E of this proposal.	10/13/2015 4:03 PM (Pacific)	10.1
HDR Engineering, Inc.	10/13/2015 3:35 PM (Pacific)	Section G3 (pages 10 and 11) says "Street Improvement Plans shall include...street lights... street lighting where required...". Section G4 (page 11) says "Striping and Signing Plans shall include...new traffic signal...". Shall the bid include the design for street lights and a traffic signal?	Street lights are required as part of this project. A traffic signal is not required. The bid should include the design for street lights only, no traffic signal.	10/13/2015 4:03 PM (Pacific)	11.1
Henkels & McCoy	10/14/2015 11:50 AM (Pacific)	Will the City provide a hydrology report or it is part of the proposal?	It is part of the proposal. The Design Engineer will prepare a hydrology report.	10/14/2015 2:46 PM (Pacific)	12.1
Henkels & McCoy	10/14/2015 11:50 AM (Pacific)	Can the City specify whether fence or wall will be installed?	Not at this time. The project plans, once prepared by the Design Engineer, will be reviewed the City's Planning Division who will determine the type of fencing required.	10/14/2015 2:46 PM (Pacific)	12.2
Henkels & McCoy	10/14/2015 11:50 AM (Pacific)	What is the expected duration of the inspector during construction period ? Part-time or full-time? Union and/or prevailing wage?	As needed to ensure construction is per plans. Prevailing wage applies.	10/14/2015 2:46 PM (Pacific)	12.3
Henkels & McCoy	10/14/2015 11:50 AM (Pacific)	Will the staff organization chart be include under Section D. Staffing Plan or in the appendix?	Staffing organization should be included under Section D Staffing Plan. Resumes of key staff may be included in the appendix.	10/14/2015 2:46 PM (Pacific)	12.4

EXHIBIT “B”

Consultant’s Proposal



Design and Engineering of Kitching Street Electrical Substation & Associated Switchyard

City of Moreno Valley's Electric Utility Division

October
2015





October 22, 2015

Clement Jimenez, P.E.
City of Moreno Valley's Electric Utility Division
14177 Frederick St.
Moreno Valley, CA 92553

RE: Kitching Street Electrical Substation & Switchyard Design

Dear Mr. Jimenez and Selection Committee,

For nearly a century, HDR has partnered with clients to push boundaries and shape communities. We understand the importance of successfully completing the Kitching Substation and Switchyard and the benefits it will bring to the Moreno Valley Utility by being able to provide economic development rates that would attract businesses and jobs to the City.

Our depth in engineering and architecture experience along with our excellent record of delivering projects on time and on budget make HDR a strong partner for the City of Moreno Valley. We have thoughtfully taken into account the overall project goals and objectives and HDR offers the following advantages to MVU:

An SCE Experienced and Local Project Team: HDR is a Southern California Edison (SCE) approved Substation Design contractor and our dynamic and integrated team is located in our Irvine and Riverside offices. Our substation design team has 75 years of combined SCE design experience and our structural subconsultant, PGA Engineers, is also an SCE approved contractor with an excellent and long-standing relationship with SCE. HDR and PGA have managed, designed, and implemented a wide variety of similar projects for SCE and clients with substations connecting to SCE.

An Experienced Project Manager: Our Project Manager, Fernando Garcia P.E., is very familiar with the execution of interconnection facilities having worked directly at SCE as a Project Manager responsible for successful permitting, designing, and construction of substation interconnection facilities for SCE. Fernando is also a highly technical project manager having designed on time and on budget many greenfield substations for SCE and other clients in his career.

A highly-developed plan for schedule and budget control: We take a disciplined approach to schedule and budget control by incorporating earned value analysis as part of our projects. We monitor the project scope, budget, and schedule on a monthly basis (or as determined by the client) and we provide ongoing metrics including earned value, cost performance index, and schedule performance index. Tracking project metrics allows us to identify patterns early on so they can be corrected on time and so the project can be completed as planned.

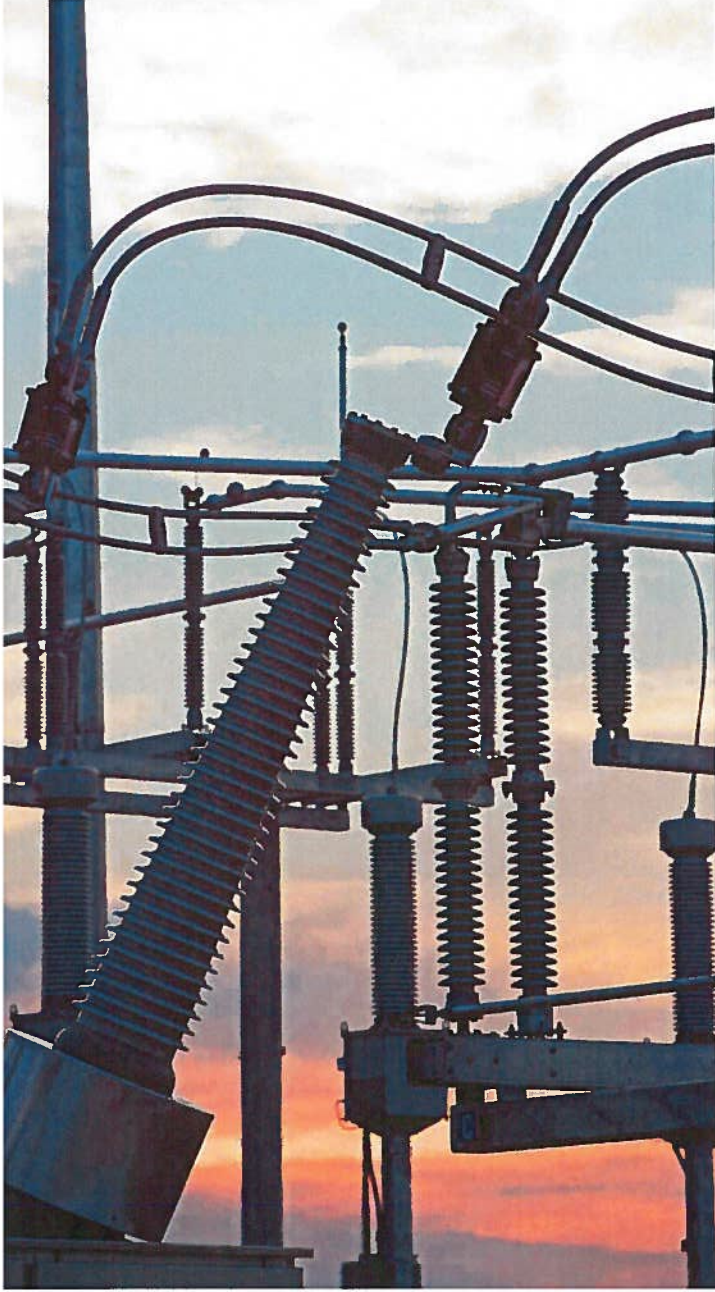
Strong QA/QC Program: We believe that quality products and services result from having sound business practices, retaining talented staff, and focusing on being responsive to our client's needs. HDR has a proven QA/QC program based on fundamental principles and guidelines set forth by ISO 9001:2008 Series of International Standards for quality management, and it is this process that will ensure the project deliverables are of the highest quality.

We greatly appreciate the opportunity to present you with our proposal for this important project. Should you have any questions or need additional information, please contact your Project Manager Fernando Garcia (fernando.garcia@hdrinc.com) at 714.730.2470. We look forward to working with the City of Moreno Valley and supporting your project needs.

Sincerely,
HDR Engineering, Inc.

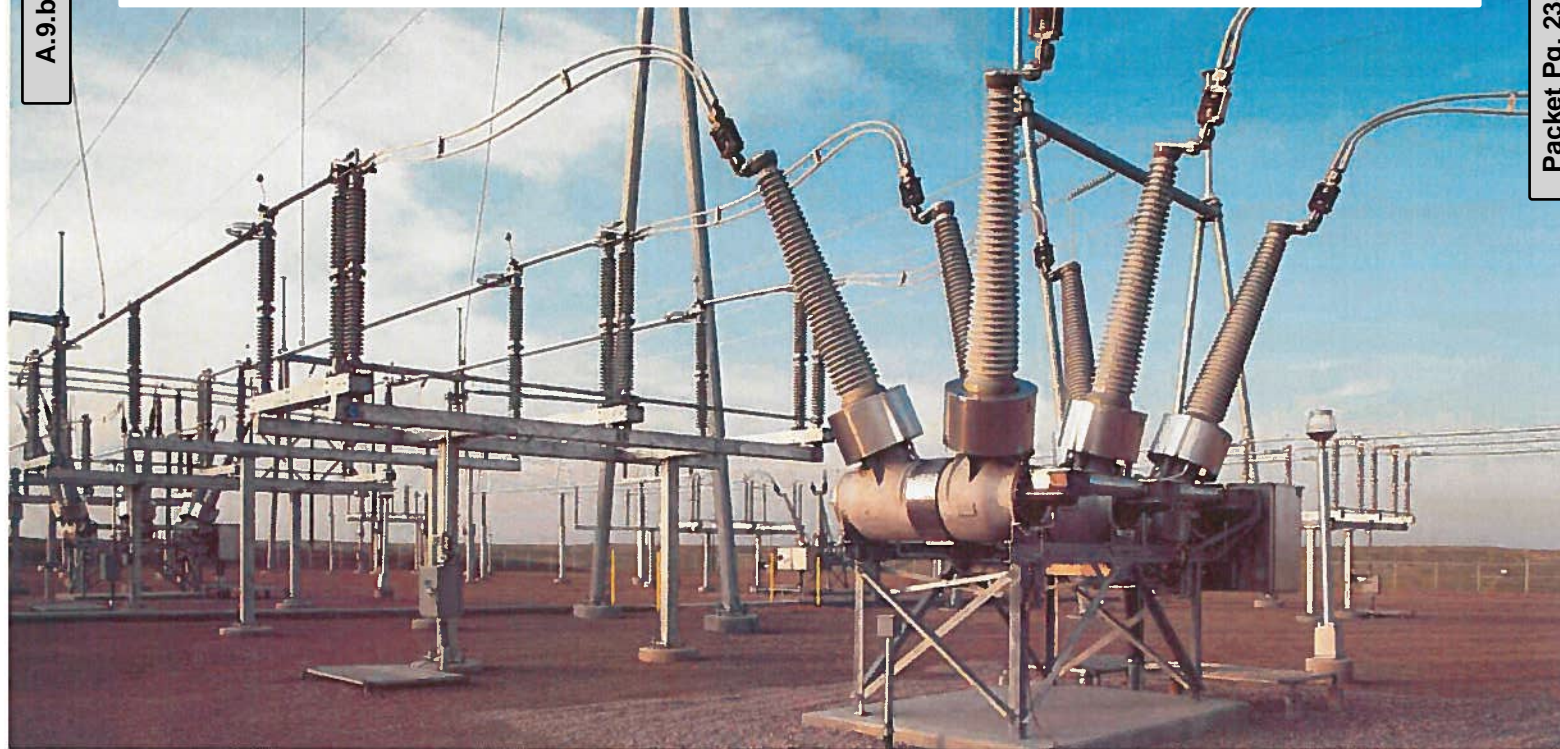
Fernando Garcia, PE
Project Manager

Scott Hereim
Senior Vice President



1. Project Understanding





Project Understanding

Our understanding on the scope of work as part of the Kitching Substation and the Kitching Switchyard (following SCE's standards) is in accordance to the Request for Proposal Project Number 805 0027, the Questions and Answers (1.1 thru 12.4) provided as part of the proposal thru the Planet Bids portal, Addendums 1 and 2 provided as part of the proposal, and the Pre-Bid conference call on 10/14/2015.

As requested in the RFP the **Project Understanding** section is intended to describe the nature of the work along with major project issues and proposed solutions thereof. Also as requested in the RFP section **Work Plan and Schedule** is intended to demonstrate a clear understanding of the project. Rather than using both sections to define the scope of the work we have provided a high level summary of the scope of work along with potential risks and proposed solutions in the **Project Understanding** section and we have provided a detailed description of the project scope of work including how each task would be implemented along with a list of the project deliverables in the **Work Plan and Schedule** section.

Environmental Scope

HDR will prepare a CEQA Initial Study (Environmental Checklist) and (Mitigated) Negative Declaration (IS/MND) in accordance with the State CEQA Guidelines and MVU's requirements.

The Initial Study (mitigated) Negative Declaration will: (1) describe the Project; (2) document the environmental conditions on the project site; (3) determine the level of impact to environmental resources identified in Appendix G of the CEQA Guidelines; and (4) identify mitigation measures (if necessary).

The Initial Study will be composed of the following technical information: Biological Resources, Cultural Resources, and Hazardous Materials (optional task). Air quality, noise, and GHG will also be addressed, and quantified as appropriate; however, no stand-alone technical studies are proposed. Mitigation measures will be identified, where appropriate, and

in coordination with MVU to minimize any impacts identified. HDR's scope of work includes the preparation of an administrative draft of the IS/(M)ND for City review and comment. HDR will incorporate the comments received and develop the Public Review Draft CEQA IS/(M)ND. MVU will be responsible for distribution of the IS/MND to the State Clearinghouse and other appropriate entities and agencies. A detailed explanation of how each of the technical studies will be performed as well as the deliverables associated with the environmental scope of work are included in the Work Plan and Schedule section of the proposal.

Once the environmental process is completed SCE will proceed to file the Notice of Proposed Construction and the Notice Distribution List pursuant to General Order 131-D which will serve as an exception to file for an application requesting authority to construct (which in turns allows a faster way to get the project construction started). The HDR Project Manager worked on numerous SCE projects where GO-131D applications had to be filed and we believe it is extremely important the IS/(M)ND identifies the location of the Tubular Steel Pole (TSP) and the height range as accurately as possible. If the original design SCE completes for this TSP changes later on it is important that the change is not significant enough so it can still be covered under the IS/(M)ND and in turn so that the GO-131D process does not have any issues later on. Clear understanding of this information from the start of the project will be essential for a smooth permitting application process.

Completing the CEQA IS/(M)ND in a timely fashion will be instrumental for the timely start of construction as planned in the project schedule. Having HDR's environmental team, architectural team, road improvement team, and substation team work in parallel and collaboratively with each other, SCE, and MVU will be the key for the success of the project.

Landscape Plans, Street Improvement Plans, and Utility Coordination

HDR's landscape architectural work for the Kitching Substation and the

Kitching Switchyard consists of the on-site and the off-site design packages. The on-site design includes the 10' setback area along Edwin Road and the 15' setback area along Kitching Road. The off-site design comprises planting and irrigation design set with street trees for a 6 foot wide parkway at both Edwin and Kitching Roads on both directions.

HDR will review the topographical and land survey provided by MVU and develop the street improvement design. The improvement plans will follow the City's design guidelines for preparation and submittal and they will include developing the half width street improvements along the project frontage for both Kitching Street and Edwin Road.

Our landscape architect and civil engineer part of our transportation group will be in close communication as these designs are completed.

A detailed description of the landscape, street improvements, and utility coordination deliverables are described in the Work Plan and Schedule section of the proposal. The landscape and street improvement designs are not part of the Critical Path in the schedule and the deliverables to MVU for review will be in alignment with the substation and the switchyard deliverables. The utility coordination effort will be done early on in the project that it should give the potential need for utility relocations enough time before construction starts. We do not anticipate any significant risks associated with this portion of the project.

Substation and Switchyard Design

The Kitching substation will be designed following industry standards and HDR's vast experience in substation design. The substation will be composed of two (2) 115/12kV 37MVA transformers, (2) 115kV circuit breakers, (15) 15kV circuit breakers, (5) PME10 15kV switchgear (located outside of the substation), (2) 10MVAR 12kV capacitor banks, and a MEER. In an effort to demonstrate our understanding on the scope of work for the substation also to clearly identify substation configuration HDR developed a One Line Diagram and a Plot Plan (see Appendix C).

The switchyard will be designed following SCE's standards and HDR's vast experience with SCE's substation, structural, protection, automation, PSC, IT, and MPO groups. The switchyard includes (3) 115kV circuit breakers (arranged in a breaker and a half configuration) and a MEER. In an effort to demonstrate our understanding on the scope of work for the substation also to clearly identify substation configuration HDR developed a One Line Diagram and a Plot Plan (see Appendix C).

A detailed description of the substation and the switchyard deliverables are described in the Work Plan and Schedule section of the proposal.

The main point of concern for the design is the design schedule. Per the interconnection agreement MVU is executing with SCE the substation needs to be energized by May of 2017. That would mean there are 17 months to design, permit, procure materials, build, and energize the substation. Given our industry experience and with the understanding that there will be a minimum of three sets of submittal reviews (35%, 75%, and 100% each taking 2 weeks) it would not be

feasible to get all of the substation design completed in the three months that MVU requested as part of the proposal. However, extending the duration for this section of the project should not be an issue since construction for a similar substation and switchyard in size normally takes 6 months. Please refer to the Schedule section of the proposal for further explanation on how the overall project can be completed on time and with enough float should delay on the permitting process or the delivery of a long lead item can be still part of the window where the substation is energized per the interconnection agreement.

One of HDR's recommendations is that MVU orders the MEER with the relay racks included and prewired to a termination rack. This arrangement would minimize wiring time in the field, speed up construction, and reduce costs associated with wiring in the field.

SCADA Design

HDR will develop the SCADA system for the Kitching Substation with all the up-to-date industry standards including remote operation, data acquisition, data historization, trending, trip/close controls, automatic voltage regulation setpoints, alarms and device indications, remote connectivity, and an HMI.

The SCADA System will integrate the new Kitching Substation, Moval Substation, and the 12kV interconnection panel so they can communicate with the operations center.

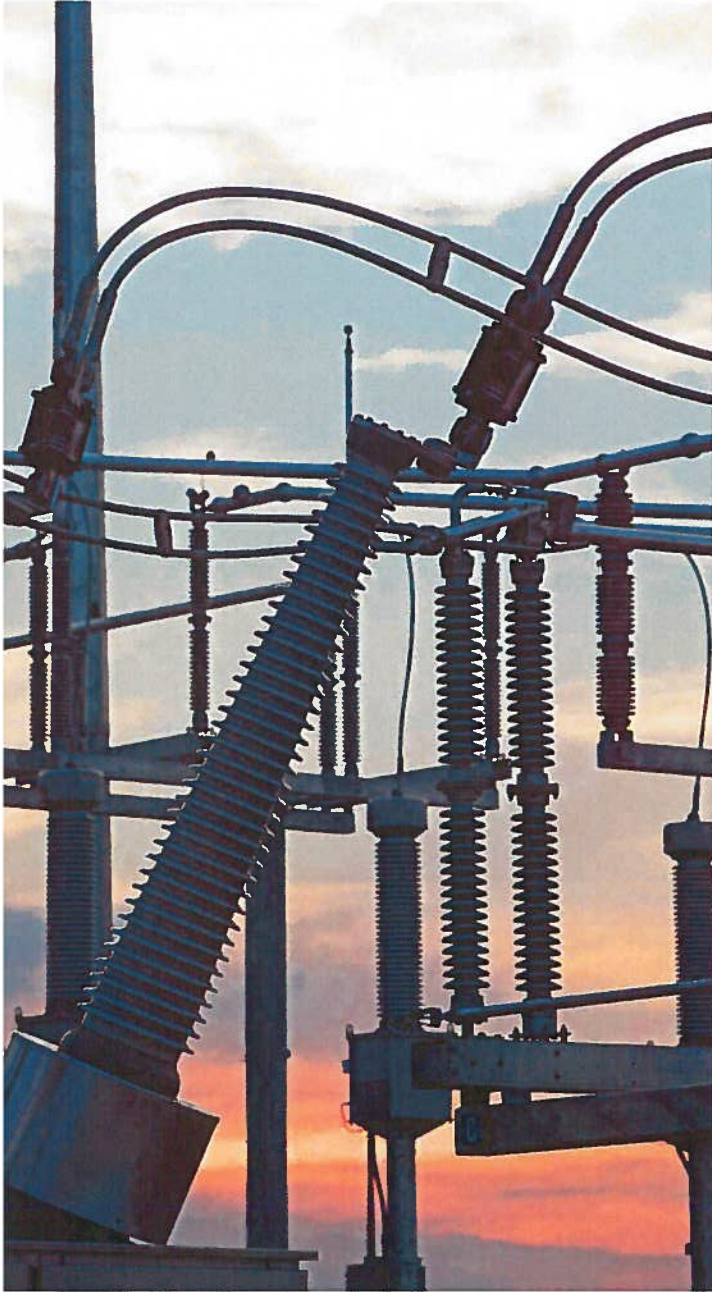
A detailed description of the SCADA deliverables are described in the Work Plan and Schedule section of the proposal.

We do not anticipate any issues with the SCADA design given that we have completed many substation design integrations and the scope of this effort is not as large or complex as the substation design is.

Substation Construction Support

The Construction Inspector is local and he is scheduled to be on site for the duration of the construction activities and per the current schedule that would be a total of 44 weeks (between July 25th, 2015 and May 27th, 2017). If construction is able to be shortened the costs associated with the construction support would decrease accordingly.

The detailed description of the scope of work associated with the Construction Inspector is described in the Work Plan and Schedule Section of the proposal.



2. Approach & Management Plan



Approach and Management Plan

Our project management approach is built on trust, a clear definition of shared goals and the mutual understanding of the necessary steps to achieve those goals and exceed your expectations. We have assembled a team that is custom-fit to your project, including experts in the design and development of plans, specifications, and environmental documents required to enable the construction and commissioning of substations and related areas. Our team is bound together by a commitment to be a true partner to MVU on this project and beyond.

Three control processes are vital to good project management: quality assurance/quality control, budget control, and schedule control. We have documented these processes and train our project managers in control systems, procedures, and methods.

We maintain a fully documented QC procedures manual. It includes forms and checklists used by the project managers and QC persons assigned to every project. Every report, document, and plan is checked for accuracy and to verify that it meets the client's terms. Each checkpoint on the form has a notation that the document was checked and that it complies with the client's desires, as well as a plan of action if it does not meet QC standards. QC procedures and standards assure that every deliverable is checked for accuracy before it reaches the client.

We track project costs through an automated Oracle system. Time sheets are input by staff and reviewed by project managers. If there are any discrepancies, the project manager has the authority to revise costs related to the project.

HDR recognizes the importance of customizing and implementing a strong project management approach and project control system led by an experienced project manager. With any project addressing multiple design disciplines it is important to have a team that works in unity, communicates as a team, and drives toward cost effective quality work. HDR's Project Manager, Mr. Fernando Garcia, P.E., is responsible for ensuring the overall success of the project and will work directly with MVU to maintain a direct and open form of communication and define clear objectives.

Fernando has a reputation for completing projects within budget and allocated schedule. He is well versed in all aspects of substation design and project management since he has been managing the execution of substation design and construction since the start of his career. He is very familiar with SCE's processes, standards, and practices as he has managed the execution of very similar projects as a substation design consultant for SCE. Fernando also worked as a Project Manager for the Major Program Organization (previously known as the Project Management Organization) within SCE responsible for customer interconnections. He will lead each project through the project management process groups of initiating, planning, executing, monitoring, controlling and closing, as they will define the scope, schedule, budget, and quality constraints.

HDR will develop a Project Management Plan (PMP) which will be a dynamic document that will be updated throughout the life cycle of the project. It is intended to be a tool for use by project personnel executing the work on the Project and will be written in such a way as to provide specific guidance for normal day-to-day work in progress, it defines how the work will be done and project specific procedures that will be used

to plan supervise and control the work. The PMP will include the following information:

- Scope and project requirements
- Baseline and revised schedule
- Baseline (and revised budget if necessary)
- Earned Value
- Organizational Chart and Contact Information
- Request for information (RFI) tracking
- Risk Assessment
- Change Management
- Communication Plan
- QA/QC Plan

HDR will submit monthly progress reports summarizing the status of the budget, schedule, earned value, work and percentage completed, work anticipated, risks, and future milestones.

HDR is a qualified electrical engineering contractor and our subconsultant PGA Engineers is a qualified SCE structural engineering contractor. HDR and PGA have teamed up in numerous SCE projects and our engineers have extensive experience on projects of similar scope.

The short descriptions below describe the roles and responsibilities for each of the project leads.

Fernando Garcia, P.E. (Project Manager, MVU's Sr. Electrical Engineer) – Fernando has 14 years of substation design and project management experience. Fernando worked at SCE as Project Manager and he was responsible for managing the permitting, design, and construction for interconnection substations and transmission lines very similar to Kitching substation. Fernando shall be the single point of contact to MVU for all project related issues. Responsible for the coordination of all engineering, procurement, and construction support activities. Also responsible for ensuring that MVU's overall project expectations are continually met or exceeded.

Giovanni Gonzalez (Substation Lead Engineer, MVU's Principal Electrical Engineer) – Giovanni has 16 years of substation design experience. Giovanni worked at SCE for 16 years and he recently joined our team. While at SCE Giovanni was responsible for managing the execution of many substation design projects including customer interconnections similar to Kitching substation. Giovanni shall be responsible for the oversight of the substation switchyard grading design and electrical design. Additional responsibilities include internal HDR coordination with the structural subconsultant PGA Engineers (SCE Qualified).

Gonzalo Medina (Substation QC Lead Engineer, MVU's Principal Electrical Engineer) – Gonzalo has 18 years of substation design experience and he has been designing and managing the design for SCE substations and interconnection substation to SCE for over 10 years. Gonzalo shall be responsible for the Quality of the substation design deliverables.

Tim Gribus (Environmental Lead, MVU's Principal Electrical Engineer) – Tim has 25 years of experience preparing environmental documentation pursuant to CEQA and NEPA for a variety of agencies in Southern California. Tim shall be responsible for the IS/(M)ND Study and associated environmental studies. Tim shall also be responsible for coordination with MVU so

the environmental permits and approvals are acquired prior to construction.

Habib Heath, RLA (Landscape Architect, MVU's Principal Electrical Engineer) – Habib has 18 years as landscape architect which encompass almost every aspect of the landscape industry. Habib shall be responsible for the overall project landscape design and coordination of the landscape design with the transportation lead engineer for the street improvements.

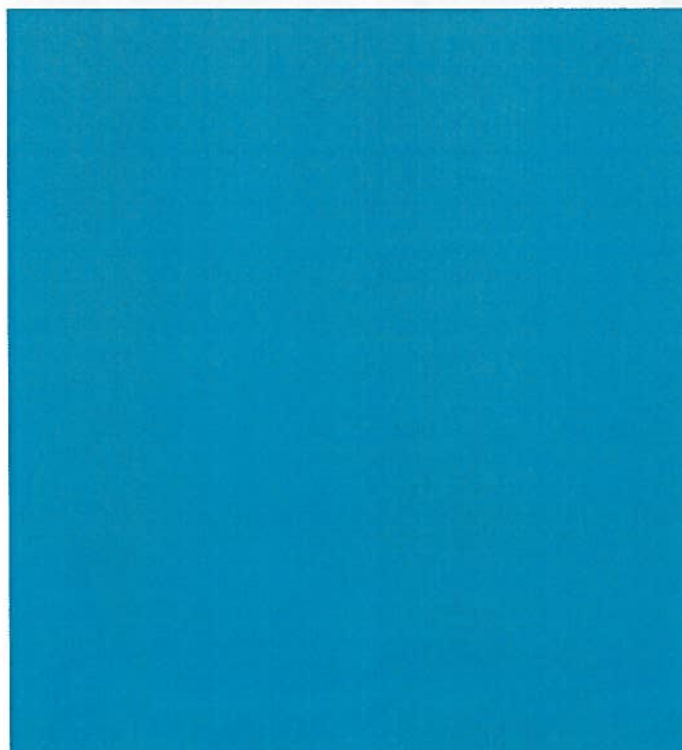
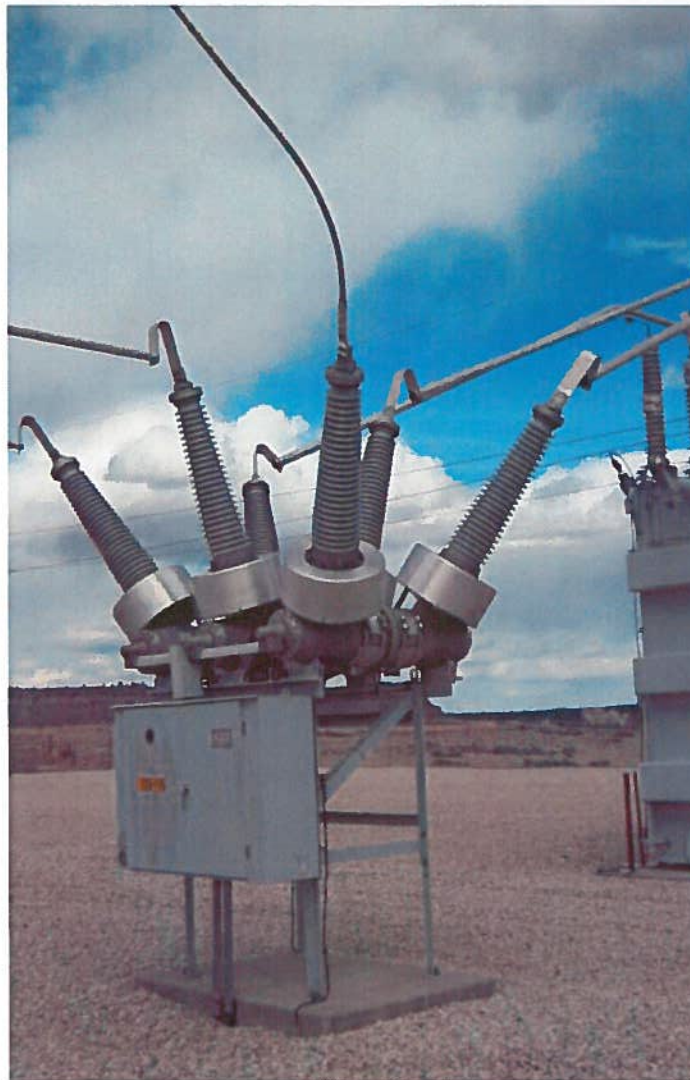
Charles Christoplis, P.E. (Transportation Lead Engineer, MVU's Principal Electrical Engineer) – Charles has 28 years of experience in designing and managing a variety of public works transportation projects including grade separations and roadways. Charles shall be responsible for the street improvements design and the utility coordination.

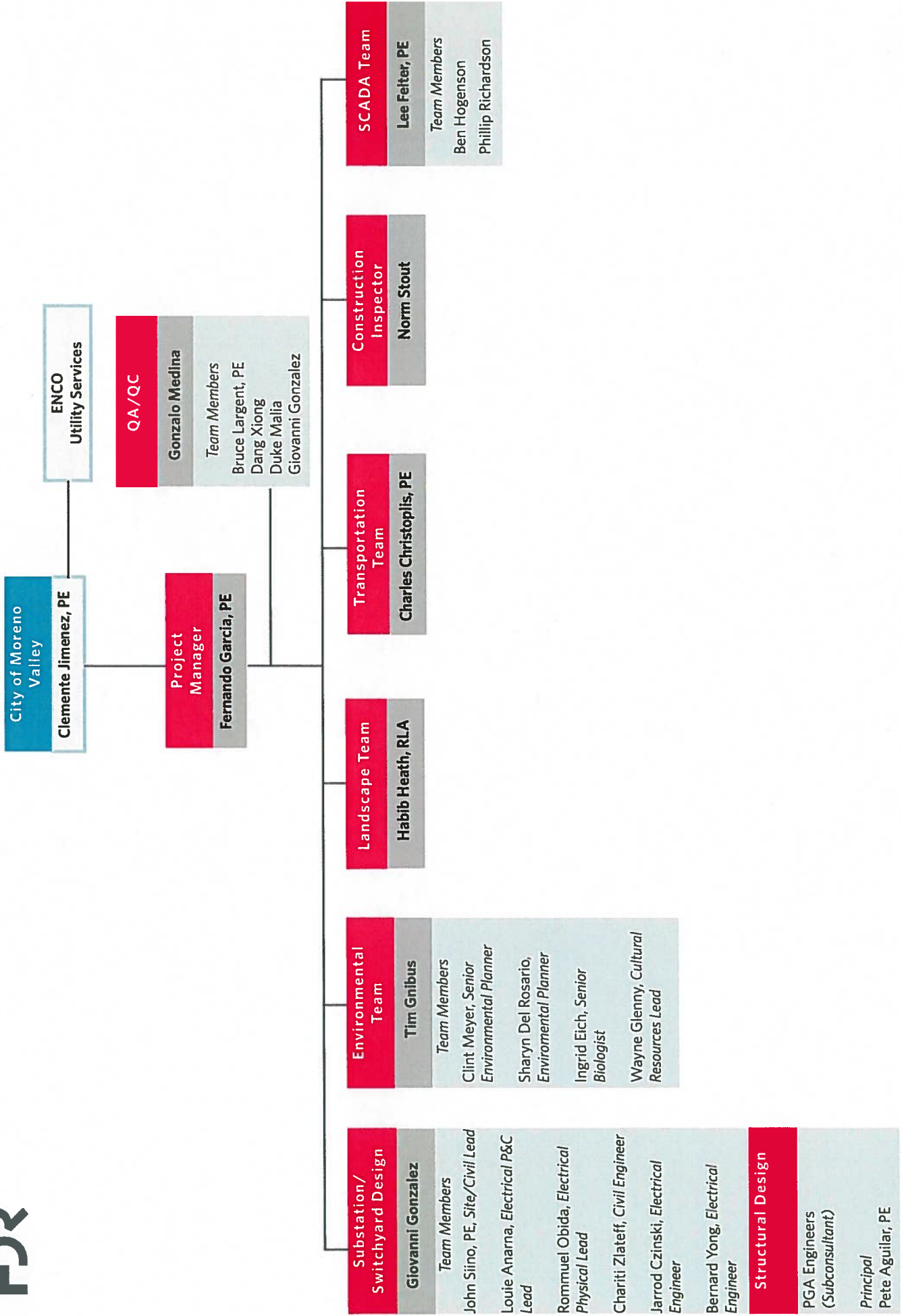
Norm Stout, P.E. (Construction Inspector, MVU's Principal Electrical Engineer) – Norm is a resident/senior engineer with more than 30 years of experience in construction management, field engineering, and general construction oversight. Norm shall be responsible for monitoring construction activities to ensure the substations is getting built in accordance to the design and the Specifications.

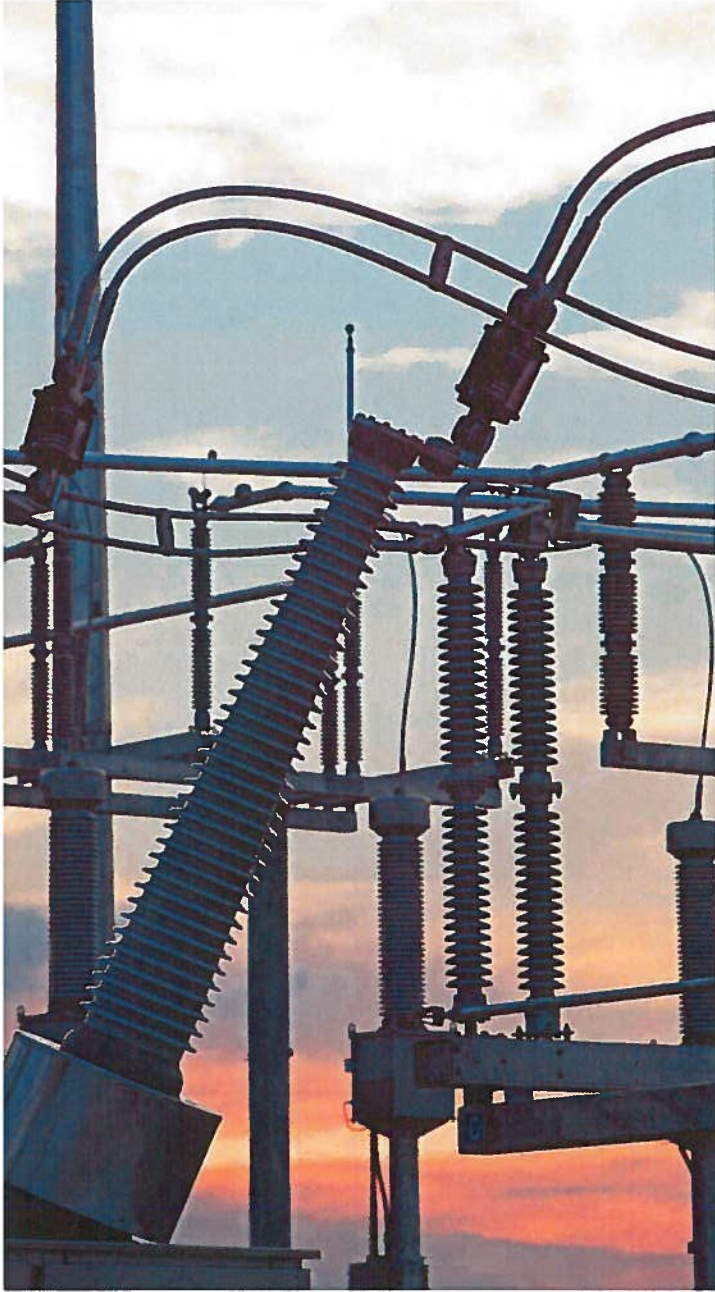
Lee Felter, P.E. (SCADA Lead Engineer, MVU's Principal Electrical Engineer) – Lee is a Telecommunications Expert with 10 years of experience working on a variety of SCADA system and infrastructure planning. Lee shall be responsible for the project SCADA upgrades and telecommunication requirements.

Pete Aguilar, P.E. (Structural Lead Engineer, PE – MVU's Principal Consultant) – Pete is the owner and Principal for PGA Engineers with over 25 years of experience doing structural design for Southern California Edison. Pete shall be responsible for the structural foundation and steel design of the substation and the switchyard.

Resumes for our team members are included in Appendix C, and our project experience with references are included in Section 8 **Additional Relevant Information.**







3. Qualifications & Experience



Qualifications and Experience

Our dynamic and integrated team lives and works in Southern California. We recognize the importance of adding value to our local community by solving tough challenges and inspiring positive change. We have been providing services in California and we have built solid working relationships with SCE as well as the majority of state agencies. Through our local offices, we have a strong, local familiarity with a solid and in-depth understanding of the requirements and constraints involved in projects located in Southern California.

Our carefully selected team will leverage the knowledge and experience of our local and national technical resources to effectively meet your goals. Most of our team members have a long history with our organization, creating a stable leadership core to guide long-term strategies and daily operations. We also have tremendous global resources available to assist local staff, as requested, to meet your needs. The capacity to accomplish work in a strict timeframe requires strong and experienced leaders backed by skilled team members. Our personnel are dedicated to providing sufficient time and effort to produce a quality product. With this in mind, our team members were carefully selected not only for their expertise, but also for their availability to work on the project for its duration.

Our substation design team in Irvine completed the decommissioning of the San Onofre Nuclear Generating Station (also known as SONGS) for Southern California Edison. HDR was responsible for doing the complete substation outdoor and indoor electrical design associated with removing the connections to the nuclear generating transformer units as well as upgrades associated with the station light and power and all protective relaying. The scope of HDR's involvement included the addition of (2) 220kV positions, (2) 220/12kV, 10/14MVA transformers, a 7-position 12kV switchgear, (2) 12kV/480V transformers, and a new 53'x24' control building. HDR's scope of work included the removal of all existing protective relaying panels and the addition of (30) relay racks including protective relays (following SCE's latest standards), annunciators, Remote Terminal Unit (RTU), interface racks, and Digital Fault Recorder (DFR). HDR also developed the design for the CAISO metering interconnection, AC and DC panels, and interconnection panels for the interface with San Diego Gas & Electric (part owner of the nuclear station). The project had very challenging deadlines and HDR worked very closely with SCE's Project Team (project management, procurement, engineering, and construction) to ensure that all project deliverables aligned with the project needs.

Our substation design team in Irvine also completed the design for 66kV Growers Substation (designed to SCE standards) and the 66/34.5kV Changala Substation (designed to industry standards) for Wellhead Renewable Energy. HDR supported Wellhead with meeting all of the SCE requirements and HDR was responsible for the complete civil, structural, electrical (indoor and outdoor) for both substations in partnership with PGA Engineers (same subconsultant proposed for the Kitching substation and switchyard). HDR was also responsible for developing the material and construction specifications, doing the CDEGS grounding analysis, SCADA system, metering equipment, and relay coordination settings.

Our substation design team along with our subconsultant PGA are currently working together as a team on several substation SCE design projects such as Walnut, Goshen, Liberty, and Rector substations.

Fernando Garcia, the Project Manager proposed for the Kitching substation has managed very similar projects while he worked at SCE as part of the Major Projects Organization (previously known as the Project Management Organization – PMO). Such projects included

66/12kV Diemer Substation (customer interconnection for the Metropolitan Water District in the City of Yorba Linda), 66/12kV Weymouth Substation (customer interconnection for Metropolitan Water District in the City of La Verne), and 66/12kV Thrive substation (customer interconnect substation for Kaiser in the City of Fontana). All of these projects had almost identical requirements as the Kitching substation and Fernando managed all aspects of the projects including design, permitting, construction, and energization. Fernando has also designed similar projects such as the 220kV Water Valley greenfield substation for SCE and managed highly complex projects for other clients such as the 230kV Meadow Grove greenfield substation for Invenery and the 500kV Castle Rock greenfield substation for Bonneville Power Administration.

For references on Fernando Garcia's capabilities as a Project Manager, as well as our substation design team, please feel free to contact the following:

Luis Silva
Responsible Engineer - Southern California Edison
Office: 909.274.1229
Luis.Silva@sce.com

Gary Franzen
Project Manager - Wellhead
650 Bercut Drive, Suite C - Sacramento, CA 95811
office: (916) 447-5171
gfranzen@wellhead.com

Kristin Mettke
Manager of Engineering - Valley Electric Association, Inc.
(775) 727-2164 office
kristinm@vea.coop

Christopher Carter, P.E.
Project Manager - Invenery LLC
ccarter@inveneryllc.com
312-582-1580 office





San Onofre Nuclear Generating Station (SONGS) 220kV Substation Upgrade and Decommissioning Southern California Edison

California

Southern California Edison (SCE) and the California Public Utilities Commission (CPUC) reached an agreement to retire the San Onofre Nuclear Generating Station (SONGS). The closure of the nuclear power generating station meant that the substation would need to be reconfigured to remove the connections to the nuclear generators and new station service transformers would need to be added to serve the substation auxiliary loads. HDR was responsible for doing the complete substation outdoor and indoor electrical design associated with removing the connections to the nuclear generating transformer units as well as upgrades associated with the station light and power and all protective relaying.

The scope of HDR's involvement included the addition of (2) 220kV positions, (2) 220/12kV, 10/14MVA transformers, a 7-position 12kV switchgear, (2) 12kV/480V transformers, and a new 53'x24' control building. HDR's scope of work included the removal of all existing protective relaying panels and the addition of (30) relay racks including protective relays (following SCE's latest standards), annunciators, Remote Terminal Unit (RTU), interface racks, and Digital Fault Recorder (DFR). HDR also developed the design for the CAISO metering interconnection, AC and DC panels, and interconnection panels for the interface with San Diego Gas & Electric (part owner of the nuclear station).

The project had very challenging deadlines and HDR worked very closely with SCE's Project Team (project management, procurement, engineering, and construction) to ensure that all project deliverables aligned with the project needs.

REFERENCE

Luis Silva
1 Innovation Way, Pomona, CA 91678
Office: (909) 274-1229
Luis.Silva@sce.com



Growers and Changala Substation Southern California Edison

California

Tulare Solar Management Co developed a 40MW solar photovoltaic electrical generating facility interconnecting to Southern California Edison. As part of the project HDR developed the grading, structural, and electrical design for the 66kV Growers Substation (following SCE's standards) and the 66/34.5kV Changala Collection Substation.

The Growers substation included two 66kV deadend structure, one 66KV "H" frame structure with (2) 66kV disconnect switches and one(1) bypass switch on top of the structure, (1) 66kV circuit breaker, and (1) 15'-4" x 24' Drop-In MEER (Control Building). All of the design for the Growers substation was completed in accordance with SCE's standards and processes. The building had (2) 19-inch relay racks, (1) annunciator/interface rack, (1) telecom rack, and (1) Remote Terminal Unit panel.

The Changala substation included (1) 20MVA 69/34.5kV, (1) 15MVA 69/34.5kV, and (1) 8MVA 69/34.5kV transformers, (3) 66kV bays, (5) 34.5kV feeders, and a 30' x 15' drop-in control building with (7) protective relay racks, (1) Scada panel and one telecom panel.

For both substations. HDR developed the hydrology report, grading design, grounding calculation (including CDEGS model), foundation plans, foundation details and calculations, structural plans, structural details and calculations, physical plans and section views, grounding, conduit, control building design, one line diagrams, three line diagrams, schematic and wiring diagrams, relay rack elevations and associated bill of materials, cable schedule, Scada design, AC loading calculations, DC battery and battery charger calculations, AC and DC system design, and relay settings.

REFERENCE

Gary Franzen
Project Manager - Wellhead
650 Bercut Drive, Suite C - Sacramento, CA 95811
office: (916) 447-5171
gfranzen@wellhead.com



Meadow Grove 230 kV Substation Prairie Breeze 230 kV Generation Tie Line Invenergy

Nebraska

Together, we worked with Invenergy and the Interconnection Utility to design a 230 kV Meadow Grove substation. All parties collaborated to plan each phase of the project, ensuring that it was completed in time to meet interconnection requirements.

At the time that the engineering began, Invenergy was in the process of optimizing the transmission line route to minimize project costs. This required several routes to be maintained throughout the life of the project. To accommodate this, our team designed a longer line length, increased review times, and prepared construction drawings and documents, including a family of structures that could be used in various applications and locations. A deep understanding of our client's needs, coupled with our team approach, allowed Invenergy to develop the most economic line route while still moving forward with engineering design, steel fabrication, and transmission line construction, without affecting the end date.

The new 23-mile, 230 kV generation interconnection line was constructed with self-supporting, single circuit steel poles. The tangent structures have direct embedded foundations, and the angle and dead-end structures have steel reinforced concrete foundations. The tangent and small are delta configuration with I-string insulators, the medium angle structures are vertical configuration with I-string insulators, and the dead-end structures are vertical configuration on pole. The conductor is twisted pair 477 kcmil 26/7 ACSR "Hawk" conductor. The shield wire is 7/16" 7-strand EHS and theoptical ground is a .551" diameter, single-mode, 24-count cable.

REFERENCE

Chris Carter
One South Wacker Dr., Suite 1800, Chicago, IL 60606
Office (312) 582-1580
ccarter@invenergyllc.com



Vista Substation RTU and 138 kV Relay Replacement Valley Electric Association

Nevada

HDR replaced the 138 kV protective line relays and breaker control reclosing relays. As part of the scope of the work HDR also upgraded the RTU monitoring the 138kV and 25kV equipment. HDR was also responsible for the development of the one-line and three-line diagrams, control schematics, wiring diagrams, relay rack elevations, bill of materials, and cable schedule. The original 138 kV protective line relays were SEL-221F and the breaker control reclosing relays were SEL-279H. Both line relays were replaced with SEL-311L and the new breaker failure relay was an SEL-351. The existing ACS RTU was upgraded with RTAC, DPACs, and an HMI.

REFERENCE

Kristin Mettke Manager of Engineering - Valley Electric Association, Inc.
(775) 727-2164 office
kristinm@vea.coop



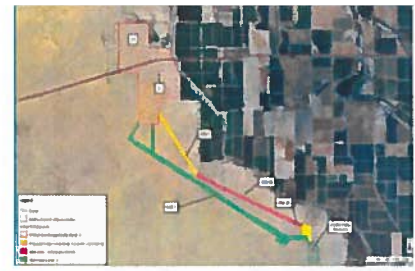
Planning & Development Services Department, Calexico Solar Farm IA & IB Projects EIR Addendum 8minutenergy

Imperial County, CA

HDR prepared a CEQA EIR Addendum to the previously certified Mount Signal and Calexico Solar Farms Project EIR to address the potential impacts associated with the Calexico IA and IB utility-scale Concentrated Photovoltaic (CPV) solar projects. CPV technology uses optics such as lenses to concentrate a large amount of sunlight onto a small area of PV cells to generate electricity. The image on the following page provides a representative example of CPV technology. The CPV technology focuses the sunlight onto highly efficient solar cells using Fresnel lenses. The proposed technology utilizes a dual-axis tracking system that is a proprietary application and algorithm to position the tracker to ensure that concentrated sunlight remains focused on the solar cells with a high degree of precision throughout the day. The dual axis tracking structures use single pole/mast-mounted panels that are spaced approximately 80 feet apart rather than in continuous rows of steel framing set approximately 10 feet apart.

REFERENCE

Jim Minnick, Interim Planning Director County of Imperial Planning and Development Services Department
801 Main Street
El Centro, CA 92243
Ph: (760) 482-4236
E-mail: JimMinnick@co.imperial.ca.us



Planning & Development Services Department, Imperial Solar Energy Center West EIR/ EA

County of Imperial

Imperial County, CA

HDR was retained by the Imperial County Planning and Development Services Department to serve as an extension of staff for the processing of the Conditional Use Permit for the Imperial Solar Energy Center West EIR/EA. The Imperial Energy Center West project consisted of a 1,110-acre, 120 MW PV project and associated supporting infrastructure.

A major component of the project included a 5-mile long 230kV transmission line traversing BLM lands within Utility Corridor "N" of the California Desert Conservation Area Plan. HDR's project manager, Tim Gnibus was responsible for the preparation of the EIR/EA document prior to joining HDR, and continued his involvement on the project in its final stages under this contract at HDR. HDR's responsibilities included serving as a liaison for internal County staff (planning, building, public works), the project applicant, and other entities such as the Bureau of Land Management. Key features of the project include:

- Extension of planning department staff to facilitate project approval
- Completion of the CEQA/NEPA documentation
- Preparation of the staff report and conditions of approval for the CUPs
- Responsible for presenting the project to the Planning Commission and Board of Supervisors

REFERENCE

Patricia Valenzuela, Planner IV County of Imperial Planning and Development Services Department
801 Main Street
El Centro, CA 92243
Ph: (760) 482-4320
E-mail: PatriciaValenzuela@co.imperial.ca.us
E-mail: rhayner@sunedison.com



San Luis Rey Water Reclamation Plant Solar Project Intial Study City of Oceanside

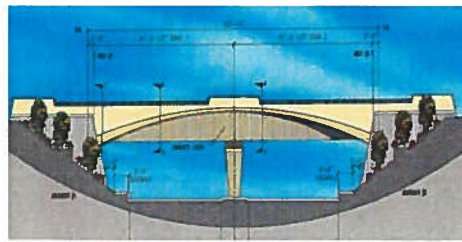
Oceanside, CA

HDR was retained by the City of Oceanside Water Utilities Department to prepare a detailed IS/MND pursuant to Sections 15063 and 15070 of CEQA, and environmental construction monitoring services, for the now operational San Luis Rey Water Reclamation Plant Solar Project in the City of Oceanside. Key features of the project include:

- Project Proponent – City Water Utilities Department
- Fast-track CEQA schedule to initiate construction within only a few months of notice to proceed in order to avoid expiration of the City's second grant extension
- Power Purchase Agreement/Lease Agreement with SunPower
- 12-acre site (1.5 Mw)
- Generates 25-30% of the power needed to operate the San Luis Rey Water Reclamation Plant
- Biological and cultural resources surveying and construction monitoring
- Site immediately adjacent to the San Luis Rey River as well as single-family residential uses
- Mitigation negotiations for loss of habitat

REFERENCE

Amy Czajkowski, P.E., CCM, QSD/QSP (City Project Manager)
301 Mission Avenue, Suite 202
Oceanside, CA 92054
Ph: (760) 518.6266
E-mail: ACzajkowski@ci.oceanside.ca.us



Vineyard Avenue Grade Separation PS&E City of Ontario

California

HDR completed Project Engineering (PE) and Environmental Document (ED) preparation for the project, which involved preparing various roadway and rail alignments to grade-separate the existing at-grade crossing of Vineyard Avenue and the UPRR tracks. Improvements involved raising existing railroad tracks and realigning Vineyard Avenue, Airport Drive, and Holt Boulevard. The project included close coordination with the City of Ontario, UPRR, and Los Angeles World Airports (LAWA). HDR developed four alignment alternatives for consideration in the Project Report and is currently proceeding with final design (PS&E) for this project based on the City's preferred alignment. The City selected a design to partially raise the track by 4-feet and lower the roadway approximately 16-feet. This alternative developed by HDR allowed for maintaining the City master plan's 96-inch storm drain in Holt Boulevard while eliminating the need for both a sewer lift station and a storm drain pump station. This alternative will save the City both overall construction time and cost.

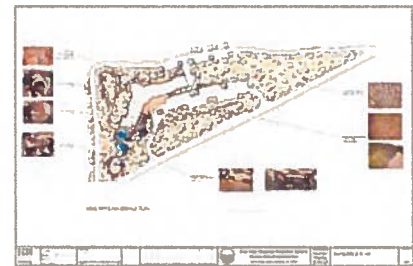
HDR developed four alternatives for consideration. Alternative 1 was a roadway underpass with the track remaining at-grade; Alternative 2 was a roadway underpass with a six-foot raised track; Alternative 2a is the same as Alternative 2 without shifting Airport Drive and adding another bridge at the intersection of Airport and Vineyard; Alternative 3 was a roadway overpass, which would have a large impact on businesses; and Alternative 4 was an underpass with a 12-foot raised track, which results in more trackwork and impacts to utilities (the project includes a 96-inch storm drain line on Holt Boulevard). HDR recommended Alternative 2, which protects utilities in place, does not require a pump or lift station, and minimizes impacts to businesses and residences. The City has decided to move forward with Alternative 2. HDR prepared the final draft report.



Palm Desert Sheriff Station City of Palm Desert

California

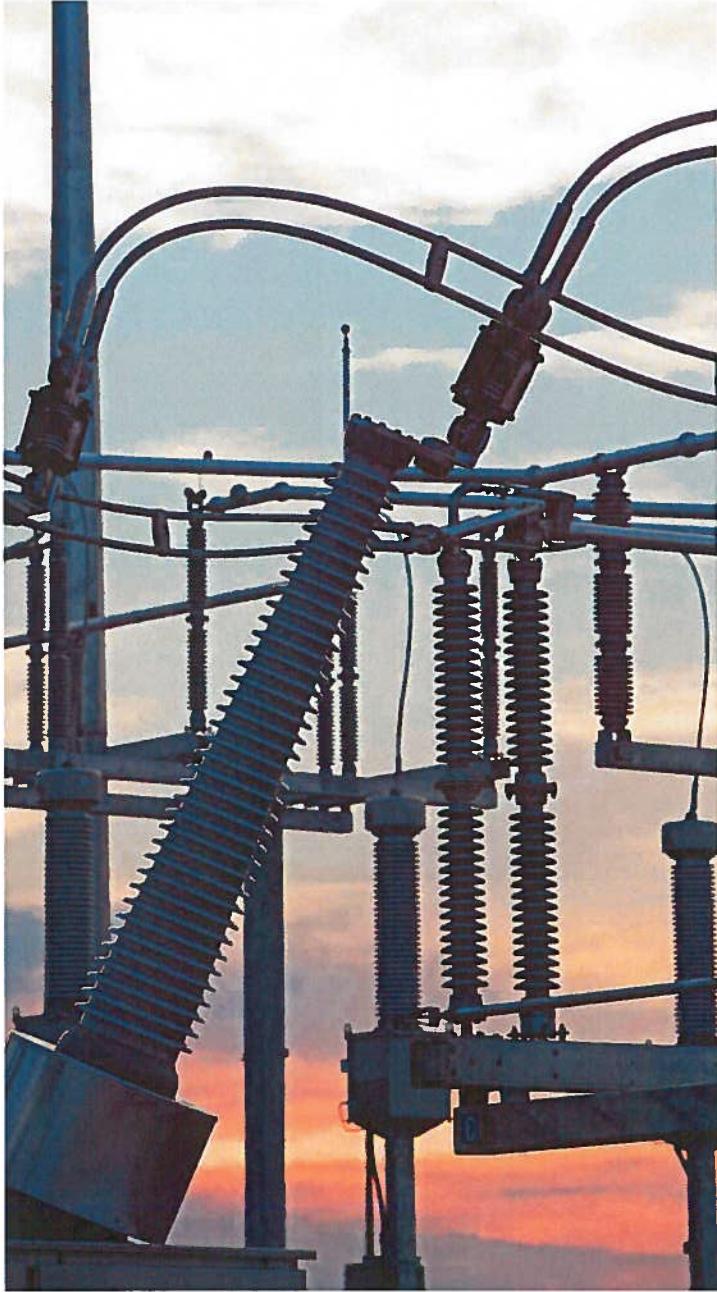
HDR prepared full landscape construction documents for a 86,000 square foot sheriff station for the high desert community of Palm Desert. The landscape design included no turf grass, decomposed granite mulch between plants, and a variety of shade producing desert trees. The irrigation system consisted entirely of low water-requiring drip-emitters. HDR worked with the Coachella Valley Water District and the City of Palm Desert to complete the landscape construction documents and specifications.



Victor Valley Administration Facility Victor Valley

California

HDR is providing landscape architecture services for a LEED Platinum Administration facility. This project is being developed on a 15-acre parcel of land adjacent to the existing wastewater treatment plant. The site plan features xeric native plants, drip irrigation supplied by reclaimed water, and an interpretive water feature that uses reclaimed water to provide habitat for birds, bats and small mammals.



4. Staffing Plan





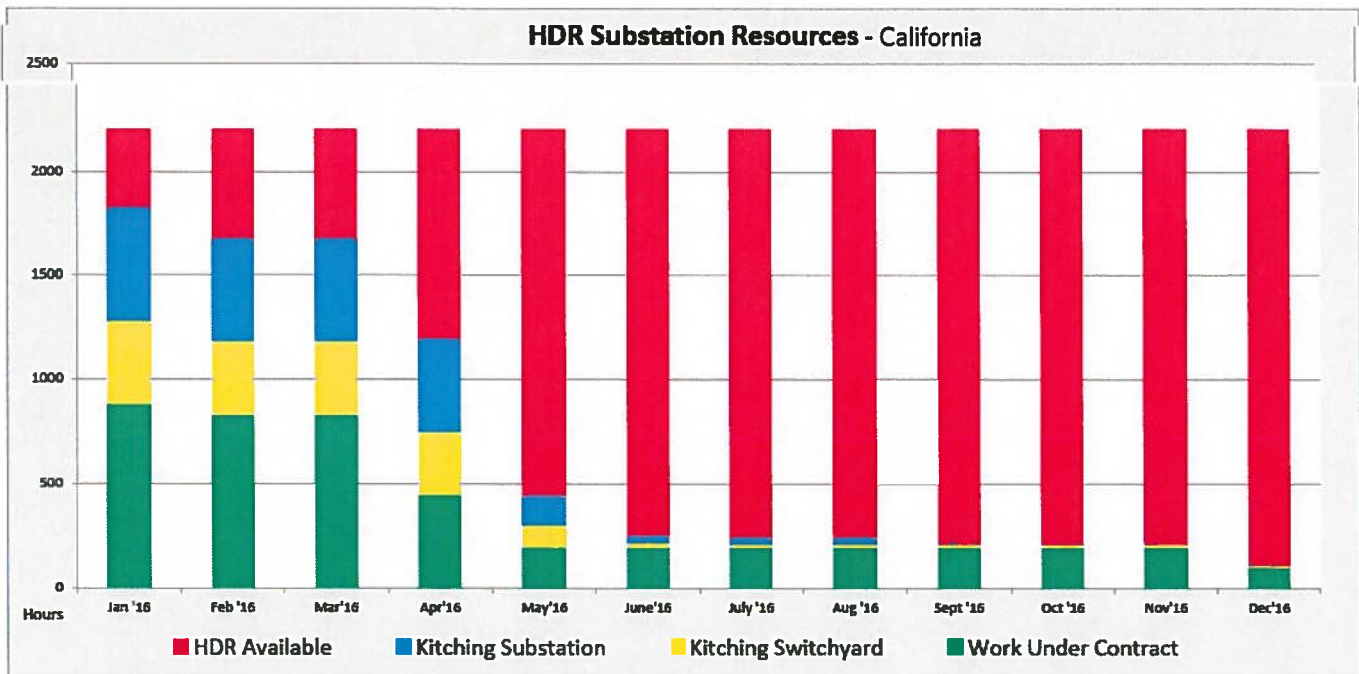
Staffing Plan

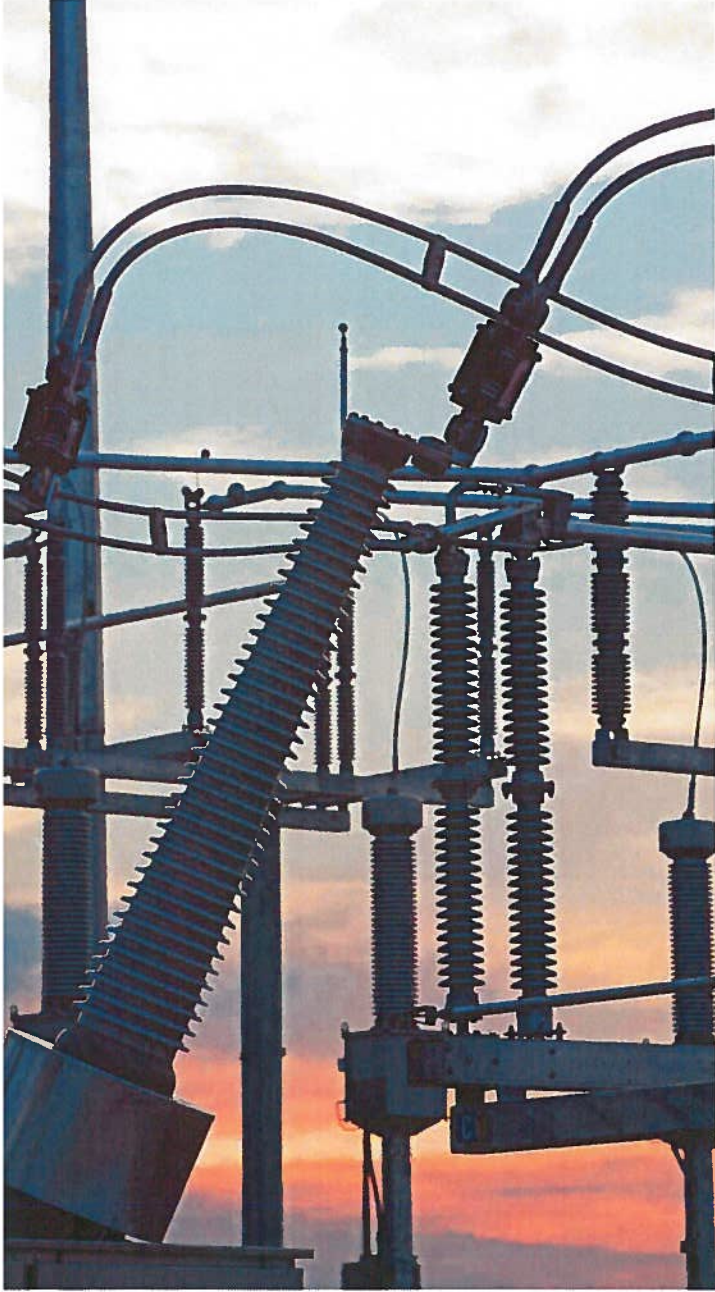
The level of effort for our environmental permitting team, landscape architect team, and transportation design team is relatively small in comparison to the substation design project. The schedule for the deliverables the teams will be responsible for are also within the timeline we are comfortable working with given our experience with similar projects.

The level of effort to design the Kitching substation and the switchyard are significantly larger in comparison to the rest of our team. However, our California based substation design team (composed of a staff of 15 project managers, project engineers, EITs, designers, and drafters) is comfortable handling multiple projects of similar magnitude and size. Below is a workload projection of our current projects taking into account the existing projects we have plus the Kitching substation and switching substation projects.

Based on our current workload forecast, we have available resources to meet the anticipated project schedule and full capacity to execute this project in the timeframe as defined in the RFP. In addition to these resources our national substation design group is composed of approximately 170 professionals and we can always draw upon those resources if there is any portion of the project that may require their expertise.

Once we begin a project we commit the availability of our team key members for the life of the project. Minimizing turnover is critical to our future and the successful execution of long-term contracts and should a staff member need to be replaced we have several qualified licensed professional engineers within our staffing plan that can successfully fulfill that role. Although we do not anticipate any changes in our teams, we have established transition plans for this purpose and have successfully completed transitions before when necessary.





5. Work Plan & Schedule



Work Plan and Schedule

We understand that MVU is looking for an experienced consultant who has a clear understanding of how to successfully execute the Kitching substation design and construction. Our team has the expertise to provide all the design services MVU is requesting for the project it will serve as one point of contact for all of the services as described in the scope of work in the Project Understanding. We have also clearly identified the approach and schedule so the substation can be energized by May of 2017 and MVU meets the requirements of the LGIA.

The HDR team will work hand-in-hand with all the departments within MVU in an effort to manage and successfully complete the project as defined in the following Work Plan.

Project Initiation Phase

Following the project award and the execution of the contract HDR and MVU will schedule a project kickoff meeting to:

- Introduce project stakeholders
- Review of the scope of work and schedule
- Review preliminary One Line and Plot Plan provided by HDR as part of the RFP
- Review project deliverables (35%, 75%, 100%, and IFC)
- Exchange project related information provided by MVU
- Review Communication Plan
- Review Document Control
- Perform a site visit

During the kickoff meeting MVU will provide the following documents:

- Land Survey including property legal description, street right-of-way legal description, parcel map, and topographic base map
- Geotechnical report (including pavement section recommendations)
- Soil resistivity tests
- City records including survey ties, benchmarks, street as-builts and City owned utility as-built plans
- Template for Construction Specifications (if none available HDR will provide one)
- Template for Material Specifications (if none available HDR will provide one)
- Location of the Tubular Steel Pole (TSP) on Kitching St.
- Architectural MVU Standards
- MVU's standard technical specifications and Construction bid documentation (if none available HDR will provide one)
- MVU's standard title block
- MVU's boilerplate Specifications and General Technical Provisions in Microsoft Word format

Meetings

The following is a summary of the project meetings with their frequency and a list of the attendees.

Kickoff Meeting

- Attendees include Project Manager, Substation Lead Engineer, Substation Lead Civil Engineer (via phone), Environmental Lead, Lead Architect, Transportation Lead, SCADA Lead (via phone), PGA Structural subconsultant Principal
- The meeting will be at MVU's facilities
- A Site visit will follow at the conclusion of the meeting

Environmental CEQA IS/(M)ND Draft Review Meeting

- Attendees include Project Manager and Environmental Lead,
- The meeting will be at MVU's facilities

Environmental CEQA IS/(M)ND Adoption Meeting

- Attendees include Environmental Lead
- The meeting will be a public hearing (e.g. City Council) for adoption of the IS/MND

35% Design Review Meeting

- Attendees include Project Manager, Substation Lead Engineer, Substation Lead Civil Engineer (via phone), Environmental Lead (via phone), Lead Architect, Transportation Lead, SCADA Lead (via phone), PGA Structural subconsultant Principal
- The meeting will be at MVU's facilities

75% Design Review Meeting

- Attendees include Project Manager, Substation Lead Engineer, Substation Lead Civil Engineer (via phone), Lead Architect, Transportation Lead, SCADA Lead (via phone), PGA Structural subconsultant Principal
- The meeting will be at MVU's facilities

100% Design Review Meeting

- Attendees include Project Manager, Substation Lead Engineer, Substation Lead Civil Engineer (via phone), Lead Architect, Transportation Lead, SCADA Lead (via phone), PGA Structural subconsultant Principal
- The meeting will be at MVU's facilities

Design Progress Update Meetings

- Bi-weekly conference calls
- Attendees include Project Manager, Substation Lead Engineer, Substation Lead Civil Engineer (when needed), Environmental Lead (when needed), Lead Architect, Transportation Lead, SCADA Lead

Pre-Bid Construction Meeting

- Attendees include Project Manager and Construction Inspector
- The meeting will be at MVU's facilities
- A Site visit will follow at the conclusion of the meeting

Pre-Construction Meeting

- Attendees include Project Manager and Construction Inspector
- The meeting will be at the project site

Construction Progress Update Meetings

- Bi-monthly on-site meetings
- Attendees include Construction Inspector

Environmental Compliance Report

Immediately following the project kickoff meeting HDR will start working on the environmental analysis since this is one of the tasks identified in the schedule's Critical Path.

In order to expedite the environmental review process HDR will prepare a basic project "footprint/site plan" map (including the substation and the TSP) that is adequately detailed to commence the environment review process. HDR will prepare a project description for the Initial Study (IS) / Mitigated Negative Declaration (MND) as well as the technical studies that meet the requirements of the State CEQA Guidelines. The project description will:

- Identify the specific project components and phases associated with the Project;
- Identify infrastructure improvements;
- Develop the limits and methods of construction; and
- Identify the proposed entitlements and permits necessary to implement the Project.

Following the completion of the draft project description, HDR will initiate specific technical studies to support the environmental analysis. The HDR team will prepare the following technical studies to facilitate preparation of the IS/MND:

- Biological Resources Technical Report
- Cultural Resources Technical Report
- Phase I Environmental Site Assessment (Optional)

Biological Resources

HDR will conduct an MSHCP (Multiple Species Habitat Conversation Plan) Consistency Analysis and Criteria Area Species Habitat Assessment to ensure that the project is in compliance with Western Riverside MSHCP requirements. Field work associated with this task will include a general biological survey, vegetation community mapping, species inventory, and photographs of the project site.

The substation site does not fall within the MSHCP burrowing owl survey area; however, it does fall within Criteria Area Species Survey Area 3A for the following species restricted to soils such as those that occur on the property (Domino alkaline silt loam) or seasonal depressions with alkaline soils:

- Coulter's goldfields - *Lasthenia glabrata* ssp. *coulteri*
- Davidson's saltscale - *Atriplex serenana* var. *davidsonii*
- Little mousetail - *Myosurus minimus*
- Mud nama - *Nama stenocarpum*
- PPrish's brittlescale - *Atriplex parishii*
- San Jacinto Valley crowscale - *Atriplex coronata* var. *notatior*
- Smooth tarplant - *Centromadia pungens*
- Thread-leaved brodiaea - *Brodiaea filifolia*

The habitat assessment must occur during the rainy season for at least two of the species. Should suitable habitat for any of these species occur on site a rare plant survey would be required during their blooming period.

Literature and databases pertaining to the project site will be reviewed prior to conducting field work (e.g. CNDDDB; NRCS; and CNPS databases). Based on preliminary reviews of aerial photography of the project site, the site appears to consist of disturbed habitat.

Subsequent to the field work described above, HDR will prepare the MSHCP Consistency Analysis and Criteria Area Species Habitat Assessment Report. This report will include information on the project location and site description, survey methodology, description of the existing conditions on the project site (including topography, soils, vegetation communities, jurisdictional areas, sensitive biological resources, and suitability of the project site to support the narrow endemic plant species listed above), an MSHCP Consistency Analysis, mitigation measures for impacts to sensitive biological resources (if applicable), floral and faunal compendia, and site photographs.

Although we are not anticipating the presence of suitable habitat for narrow endemic plants on the project site, the site could support suitable habitat. A jurisdictional delineation is not included in our estimate.

It should be noted that the blooming period or the target annual species is January to August.

Deliverable:

- Draft and Final MSHCP Consistency Analysis Report (PDF file and one (1) hard copy)

If suitable habitat for any of the Criteria Area species listed above occurs on the property, focused surveys will be conducted. Surveys will consist of up to three site visits, depending upon the blooming range of species with potential to occur. The results of focused surveys will be provided in the MSHCP consistency report.

Cultural Resources Technical Report

HDR's scope of work for the cultural resources assessment portion of the Initial Study encompasses background and archival record searches and a thorough pedestrian survey of the project site, provides a technical cultural resources report documenting the results of the inventory, and provides a finding of effect and management recommendations.

Background Studies – The HDR background and archival records search will include the cultural resource databases housed with the Eastern Information Center (EIC), the Sacred Lands File (SLF) kept with the Native American Heritage Commission (NAHC), and any available historic documentation and aerial imagery for the area. The institutional records searches will utilize a half-mile search radius for each project area. To the greatest extent possible, HDR will utilize previously acquired documents that provide information on historic properties in the project vicinity. HDR will prepare documentation to contact all potentially interested Native American contacts that the NAHC lists for the project area in order to solicit their comments with regards to the proposed undertaking.

Cultural Resources Survey – If indicated by the results of the record search, HDR cultural resources specialists will conduct a thorough pedestrian survey of the 2 acre site. The pedestrian survey will be consistent with the Secretary of the Interior's (SOI) Standards and Guidelines for Archaeology and Historic Preservation (48FR 44716, September 29, 1983) with the intent to locate and record all cultural resources. Survey methods will conform to prevailing State of California and the SOI's Standards and Guidelines. HDR pedestrian survey transect corridors will not exceed 15 m on level ground surfaces.

HDR archaeologists will fully document previously recorded and new cultural resources within the project areas. Digital photography, digital map utilizing Global Position System (GPS) technology, field sketches, field artifact inventories, and detailed field notes will be employed to document cultural resources.

Technical Cultural Resources Report – HDR cultural resources specialists will provide a Technical Cultural Resources Report that satisfies CEQA guidelines/standards. The report will determine and summarize the types, number, location and condition, and distribution of existing cultural resources within the area of potential effect (APE). New cultural resources properties and previously recorded cultural resources will be recorded, or updated, on the appropriate Department of Parks and Recreation (DPR) Site Forms and then submitted to the SCIC.

Assembly Bill 52 (AB 52) Memo – HDR will provide an AB 52 memo outlining the requirements of the lead agency under AB 52. Please note that AB 52 requirements are mandated for projects that have a notice of preparation, a notice of a negative declaration, or a mitigated negative declaration filed on or after July 1, 2015. Negative Declarations and EIRs cannot be adopted or certified without first concluding the AB 52 tribal consultation process. HDR's team can provide support to the lead agency during the implementation of AB 52, should the agency request it. This support and implementation can be provided at additional scope of work.

Phase I Environmental Site Assessment (Optional)

If the City deems necessary HDR can prepare a Phase I Environmental Site Assessment (ESA), in general conformance with ASTM E-1527-13, for MVU's Electric Utility Division Kitching Street Electrical Substation and Switchyard Project (project).

The Phase I ESA report purpose is to identify recognized environmental conditions (RECs). The term REC refers to the presence or likely presence of any hazardous substances or petroleum products in, on, or at the property due to; 1) a release (i.e. petroleum) into the environment, 2) under conditions indicative of a release to the environment, or 3) under conditions that pose a material threat of a future release to the environment (e.g. fueling systems including underground storage tanks, industrial and commercial use of chemicals, etc).

The proposed Phase I ESA will include the following elements:

- The report will be prepared in general conformance with ASTM E 1527-13 guidelines.
- Research into the environmental regulatory history of the site (using a subcontracted records search firm, EDR).
- Performance of a site reconnaissance by a qualified Environmental Professional (as defined by ASTM and U.S. EPA), including photographic documentation of current site conditions. HDR will coordinate with the client for site access, and assumes that access will be complete and unfettered.
- Review of local and historical information sources as required by ASTM.
- Performance of interviews with persons familiar with the area. The following assumptions were made in preparing this scope of work:
 - The site will be accessible for the site visit, with prior arrangements made through current property owners/agencies for the site visit.
 - Access to historical information will be available within a reasonable (two week) timeframe.
 - The draft report will be completed within 3 weeks of Notice-to-Proceed. The Final Report will be completed within 3 weeks of receipt of comments from all reviewers.
- One report revision based on client comments.

Deliverable:

- Preparation of report of findings and recommendations.
- One hardcopy and electronic version of the report.

The estimate associated with this effort (given that it's optional) has been separated and identified in Item No. 12 in the Cost Estimate.

CEQA Initial Study Checklist and (Mitigated) Negative Declaration

HDR will prepare an Administrative Draft CEQA Initial Study (Environmental Checklist) and (Mitigated) Negative Declaration (IS/MND) in accordance with the CEQA Guidelines and the requirements of the city. The Initial Study will: (1) describe the Project based on the description developed in Task 1; (2) document the environmental conditions on the project site; (3) determine the level of impact to environmental resources identified in Appendix G of the CEQA Guidelines, and (4) identify mitigation measures, if appropriate. Technical information generated under Task 2 (Biological Resources, Cultural Resources, and Hazardous Materials (optional task) will also be incorporated into the IS/(M)ND. Air quality, noise, and GHG will also be addressed, and quantified as appropriate; however, no stand-alone technical studies are proposed. Mitigation measures will be identified, where appropriate, and in coordination with MVU to minimize any impacts identified.

This scope covers the preparation of an administrative draft of the IS/(M)ND for City review and comment. Comments received on the administrative draft will be incorporated into the public draft IS/(M)ND.

Deliverables:

- Administrative Draft IS/(M)ND (2 hardcopies; 2 PDFs)

Public Review Draft CEQA IS/(M)ND

HDR will prepare a Public Review Draft CEQA IS/(M)ND. We assume that MVU will be responsible for distribution of the IS/MND to the State Clearinghouse and other appropriate entities and agencies.

California Department of Fish and Wildlife No Effects Determination. If the Biological Analysis performed identifies that the proposed project will not result in biological impacts, HDR will assist MVU in pre-screening the Project for a No Effect Determination (NED) from the California Department of Fish and Wildlife (CDFW). Prior to the release of the draft IS/(M)ND, HDR will complete a NED request form and send to the appropriate regional office with the environmental document. (This assumes that no biological impacts are identified based on the location of the project and findings of the biology technical analysis).

Deliverables:

- Draft IS/(M)ND
- NED Form (1 hardcopy; 1 CD)

Response to Comments/Final IS/(M)ND

At the close of the 30-day public review period, HDR will coordinate with MVU to obtain all public and agency comments received on the Draft IS/(M)ND. HDR will prepare a list of comment letters received on the Draft IS/(M)ND, draft responses to comments, and any text changes to the Draft IS/(M)ND in the final (M)ND. For the purposes of this proposal, HDR assumes that up to 10 comment letters will require responses. In the event that the public comments on the public review draft document are greater than expected, HDR would consult with MVU regarding the level of effort and associated budget amendment.

Mitigation Monitoring and Reporting Program

If mitigation measures are required, HDR will prepare a Mitigation Monitoring and Reporting Program (MMRP) including all mitigation measures in table format for submittal to MVU after comments are received at the close of the public review period. The MMRP will contain a compilation of mitigation measures identified in the (M)ND, the entity responsible for implementation and compliance verification, and the associated timing (e.g., pre-construction). The MMRP will be included within the Final (M)ND document.

Deliverables

- Final IS/MND (2 hardcopies; 2 CDs); MMRP, if applicable

CEQA Notices

HDR will also prepare a Notice of Completion to accompany the Draft Initial Study/(M)ND to the State Clearinghouse and for filing with the County Clerk. HDR will prepare the Notice of Intent (NOI) to adopt the (M)ND. We assume MVU will be responsible for implementing one or more of the following noticing options: (1) publication of the NOI by the Lead Agency in a local newspaper of general circulation; (2) posting of notice by the Lead Agency on- and off-site in the area where the project is to be located; or (3) direct mailing to the owners/occupants of contiguous property shown on the latest equalized assessment.

- Notice of Completion; Notice of Intent (to accompany hard copies of the Draft IS/(M)ND and furnished to MVU for publication in newspaper)
- Notice of Determination. Upon adoption of the CEQA document, HDR will prepare the Notice of Determination (NOD) for MVU within 5 days of adoption. MVU will be responsible for filing and paying any applicable filing fees.



Substation and Switchyard Design

The substation will be designed following industry standards and HDR's vast experience in substation design. The reviews will be coordinated thru MVU and its representatives (ENCO and WestPower). HDR understands the substation will be composed of two (2) 115/12kV 37MVA transformers, (2) 115kV circuit breakers, (15) 15kV circuit breakers, (5) PME10 15kV switchgear (located outside of the substation), (2) 10MVAR 12kV capacitor banks, and a MEER.

The switchyard will be designed following SCE's standards and HDR's vast experience with SCE's substation, structural, protection, automation, PSC, IT, and MPO groups. The switchyard includes (3) 115kV circuit breakers (arranged in a breaker and a half configuration) and a MEER.

Given the aggressiveness in the schedule HDR has prepared a preliminary One Line and Plot Plan (attached as part of the appendices) for both the substation and the switchyard for the City's consideration and also so the design on the project is already in progress once the project starts.

Immediately following the project kickoff meeting HDR will start working on the substation and the switchyard design since this is one of the tasks identified in the schedule's Critical Path.

HDR will review the geotechnical report, topographical survey, and land surveys provided by MVU. HDR will prepare the hydrology report and a Water Quality Management Plan (WQMP) and develop the grading plans for the substation and the switchyard. MVU owns the land on which the substation and the switchyard will be constructed.

HDR will prepare a Storm Water Pollution Prevention Plan (SWPPP) and through our Qualified SWPPP Developed (QSD) upload it to the SMARTS system. HDR will also file the Notice of Intent (NOI). MVU's construction contractor will provide monitoring, update the SWPPP as construction progresses, provide training to its employees, provide QSP responsibilities such as monitoring, developing Rain Event Action Plans, sampling, implementing the monitoring program, filling out inspection forms, and collecting rain gauge data.

HDR will review the soil resistivity report and use the information to develop a CDEGS grounding model based on the IEEE 80 standards to

determine the ground grid design for the substation and switchyard and provide safe step and touch potentials.

Bus calculations will be developed utilizing the IEEE 605 standard. HDR will also develop AC loading calculations, battery sizing calculations, and battery charger calculations taking into account the ultimate configuration for the substation and the switchyard.

HDR will provide procurement specifications for the substation long lead equipment including 115/12kV 37MVA transformers, 115kV circuit breakers, 115kV Disconnect Switches, 115kV Instrument Transformers, 15kV circuit breakers, and the MEER (including relay racks) utilizing MVU's standard specification format.

MVU stated that a block wall will be needed for the sections of the substation and switchyard that face Kitching St and Edwin Rd as stated in Question 11 of the Addendum 2 of the proposal. HDR has made provision in the estimate to design a block wall for the entire perimeter of the substation and the switchyard facing the streets. There will be a fence within the perimeter block wall to separate the two stations as shown on the Plot Plan presented as part of the RFP.

We understand that MVU is looking to review 35%, 75%, and 100% Designs, but given the coordination needed to get the design as quickly as possible HDR has divided the project deliverables into subsection so not all of the deliverables within each design review would be submitted at the same time. For example, the One Line Diagram, Plot Plan, and Long Lead Item Specifications (part of the 35% design submittal) would be delivered to MVU for review prior to the Hydrology Report, Grading, and WQMP (also part of the 35% design submittal).

HDR will develop necessary bidding documents and support the bidding process to select a construction (and commissioning) contractor. The design submittals for the Kitching substation will consist of the following (8 sets of bond copies):

35% Design Deliverables:

- One Line Diagram*
- Plot Plan*
- MEER Conceptual Design*
- Hydrology Report
- Water Quality Management Plan (WQMP)

- Storm Water Pollution Prevention Plan (SWPPP)
- Grading Design
- Drawing List
- Long Lead Material Specifications*

*One Line Diagram, Plot Plan and MEER Conceptual design, Long Lead will be submitted ahead of the rest of the deliverables.

75% Design Deliverables:

- Same deliverables as the 35% Design Stage with comments from MVU incorporated
- Foundation Layout, Details, and Calculations
- Steel Structural Layout, Details, and Calculations
- Block Wall Design
- Electrical Plan Views, Section Views, and Details
- Above Grade and Below Grade Conduit Plans and Details
- Above Grade and Below Grade Grounding Plans and Details
- CDEGS grounding model
- *Electrical Design Calculations
- AC and DC Schematic Diagrams*
- Three Line Diagrams*
- *Automation and Integration Diagrams*
- SCADA/RTU/SAS Schematic Diagrams*
- SCADA Point List*
- Relay Rack Elevations*
- AC Distribution Panel One Line Diagram*
- DC Distribution Panel One Line Diagram*
- DC Battery Sizing and Battery Charger Sizing calculations*
- Bill of Material for associated designs
- Estimated Cost to Construct
- Material Specification for MEER*
- Previous redlines provided by MVU

*AC and DC Schematic Diagrams, Three Line Diagrams, Automation and Integration Diagrams, SCADA/RTU/SAS Schematic Diagrams, SCADA Point List, Relay Rack Elevations, AC and DC Distribution Panel One Line Diagrams, AC and DC calculations, and Material Spec for MEER will be submitted ahead of the rest of the deliverables.

100% Design Deliverables:

- Same deliverables as the 75% Design Stage with comments from MVU incorporated
- Interconnection Diagrams
- Arc Flash Calculations
- Wiring Diagrams
- Vendor Drawings
- AC Loading Calculations*
- Relay Settings
- Updated cost to construct
- Technical specifications and Construction Bid Documentation
- Previous redlines provided by MVU

IFC Deliverables:

- Same deliverables as the 100% Design Stage with comments from MVU incorporated
- Previous redlines provided by MVU

The design submittals for the Kitching switchyard will follow SCE standard submittal and they consist of the following:

Preliminary Design Deliverables

- One Line for Construction
- One Line for Specification
- Plot Plan for Construction

- Plot Plan for Specification
- MEER Preliminary Equipment Arrangement

MEER Design Deliverables

- MEER Foundation Design
- MEER Electrical Plans and Sections

Protection Deliverables

- Elementary Diagrams
- Logic Diagrams
- Relay Rack Elevations
- Bill of Materials
- RTU Point List
- Internal HDR QC review

Below Grade Deliverables

- Grading Design
- Foundation Design
- Below Grade Conduit Plan and Details
- Below Grade Grounding Plan and Details
- Cable Schedule
- Associated Bill of Materials

Above Grade Deliverables

- Electrical Plan and Section Views
- Above Grade Conduit Plan and Details
- Above Grade Grounding Plan and Details
- Associated Bill of Materials

Issued to CDM (IFC) Deliverables

- Previous redlines provided by MVU

Exceptions

The following scope of work is not included in our proposal:

- Permitting support for the grading other than providing the designs for the substation and the switchyard and updating them as necessary.
- Permitting support for MEER other than providing the designs and revising them as necessary
- SWPPP monitoring, SWPPP updates as construction progresses, SWPPP training, and QSP responsibilities such as monitoring, developing Rain Event Action Plans, sampling, implementing the monitoring program, filling out inspection forms, and collecting rain gauge data.
- Design and material specifications for the Tubular Steel Pole (TSP) and connections to the substation (by SCE)
- Design and material specifications for the 12kV distribution circuits (by ENCO)
- Land Survey including property legal description, street right-of-way legal description, parcel map, and topographic base map
- Geotechnical report
- Soil resistivity tests
- City records including survey ties, benchmarks, street plans
- Coordination with SCE outside of completing the switchyard design following per their requirements and processes.
- Potholing

Off Site Street Improvement Plans

HDR will review the topographical and land survey provided by MVU and proceed to develop the street improvement design. The improvement plans will follow the City's design guidelines for preparation and submittal. The improvement plans will include

developing the half width street improvements along the project frontage for both Kitching Street and Edwin Road.

The design submittals (3 sets of bond copies) will consist of the following:

35% Design Deliverables

- Roadway, Signing and Striping, and Street Light improvement plans
- Offsite Construction Cost Estimate

75% Design Deliverables

- Resubmittal of the updated deliverables submitted at the 35% Design Stage with comments from MVU incorporated
- Offsite street specifications
- 50 foot cross sections roadway improvement drawings
- Previous redlines provided by MVU

100% Design Deliverables

- Resubmittal of the updated deliverables submitted at the 75% Design Stage with comments from MVU incorporated
- Previous redlines provided by MVU

IFC Design Deliverables

- Submittal of final construction documents including stamp and signed Roadway plans, specifications and cost estimate.

Assumptions

- MVU will provide all as-built information available within the public right of way.
- MVU will provide all design land survey data needed for completion of the street improvement plans.
- MVU will survey the identification markouts provide by the utility agency after notification by Under Ground Service Alert (USA)
- Roadway improvements will be limited to along the property frontage.
- Potholing will be performed by MVU
- No traffic signals will be required for this proposal.

Utility Coordination

HDR will review the information provided by MVU (land survey, property legal description, street right-of-way legal description, parcel map, topographic base map, city records, survey ties, benchmarks, street plans) and proceed to contact all the utility agencies providing service within the City and obtain utility maps and records for the project area (if available). HDR will then prepare a list of utilities that will need to be potholed. All field review and potholing to locate surface utilities will be completed by MVU. HDR will summarize research findings, identify anticipated conflicts, relocations, or adjustments.

HDR will proceed to provide utility notices to all utility companies with facilities within the limits of the project that will need to be relocated or modified prior to start of construction. The forms will follow the MVU's format. HDR will then provide a second and final utility notice (if necessary) and help coordinate with the utilities the schedule of the relocation.

HDR will contact the utilities and obtain written response that the form is received for each potential conflict.

Utility Coordination Deliverables

- Utility notification letters (1st Notice)
- Utility notification letters (2nd Notice)
- Written confirmation that utility notification letters were received.

Landscape Plans

The landscape architectural work for the Kitching Substation will consist

of 2 separate packages: on and off site package (Site and street improvement plans).

The off-site or Street Improvement plans will consist of a planting and irrigation plan set including street trees for a 6 foot wide parkway at both Edwin and Kitching Roads on both directions.

For the onsite or Site Improvement Plans, the assumed work is for the 10' setback area along Edwin Road and the 15' setback area along Kitching Road.

The design submittals will consist of the following:

- 35% Design: High Level schematic design – coordinate with civil engineers to determine site and street provide landscape design, provide color graphic rendering of entire site.
- 75% Design: Design Development – Provide initial plant material list, overall planting design, irrigation infrastructure investigation, preliminary water use calculations, standard construction details, standard specifications and preliminary cost estimate.
- 100% Design: Final Construction Documents: Provide full planting and irrigation plans, all calculations – water use and pressure loss, all custom and revised standard planting and irrigation details, all landscape construction details, complete technical specifications and final cost estimate.

Deliverables:

2-20 scape base sheets and the following two packages:

Onsite (Site Improvement)

- 2 Planting and landscape construction layout sheets
- 2 Irrigation plan sheets
- 3 legend and detail sheets
- 1 calculation sheet
- Technical specifications

Off-site (Street Improvement)

- 2 Planting sheets
- 2 Irrigation sheets
- 2 legend and detail sheets
- 1 calculation sheet
- Technical specifications.

Exceptions

The following scope of work is not included in our proposal:

- Landscape work inside of the substation or the switchyard
- Permitting administration other than providing plans and editing them

SCADA Design

HDR will develop the SCADA system for the Kitching Substation with all the up-to-date industry standards with the following capabilities:

- Remote Operation
- Data Acquisition
- Data Historization
- Trending
- Controls including: automatic voltage regulation setpoints, trip/close
- Alarms and device indications
- An HMI including: system single line with device status, system

- analog values, and local control functions (trip/close)
- Provide remote connectivity (engineering access) to individual relays

The SCADA System will integrate the new Kitching Substation, MOVAL, Frederick, Graham, Iris, Indian, Globe, and the Moreno City operations center. The new SCADA system can either be an expansion of the existing Microscada or a new system.

HDR will develop the system engineering, network architecture, and device configuration templates for MVU's review and consideration. After agreeing on the system level design, HDR will proceed to develop the detailed implementation.

Assumptions

- HDR will engineer a new SCADA system until the expansion capabilities of the existing Microscada can be reviewed and assessed..
- HDR will not provide on site testing and commissioning services.
- Leased connections will be used to connect substation sites to the Moreno operations center.

Substation Construction Support

The Construction Inspector will be the on-site individual that will lead and coordinate the Construction Management Services consisting of pre-construction reviews and support, coordination of construction oversight staff, development of management procedures and inspection criteria, and management of the contract. The Construction Inspector will be a part of the project team during the design phase of the project to support many of the upfront project tasks including constructability reviews, construction contract development, and reviews/evaluations of proposed construction schedules.

Developing the construction management expectations for the projects include the procedures pertaining to change order and claim processes, progress payments, defining the interface between the field staff and the office support staff, construction sequencing, reporting frequencies and distribution, construction inspection forms, closeout documents, and general project coordination as laid out in the other sections of this proposal.

The Construction Inspector will act as an agent for MVU and will have the following responsibilities:

- Oversee the civil, structural and electrical construction activities for the Kitching substation and switchyard project;
- Monitor the implementation of the scope of work as related to civil, structural and electrical construction of the substation facilities in conformance with Project plans and specifications, MVU standards and in accordance with the approved Project Schedule;
- Confirm all reference points and levels are properly located, at the proper elevation, true to line and grade, and square;
- Confirm excavations are completed to the depths and dimensions indicated on the respective Drawings
- Monitor all fill and compaction test results;
- Confirm the proper placement and grade of reinforcing steel;
- Monitor placement and testing of all concrete;
- Confirm all Work is erected and installed plumb, level, square, and true, or true to the indicated angle;
- Confirm all finished Work is free from defects and damage;
- Confirm electrical connections are properly installed;
- Ensures all changes to specifications, work scope and drawings are documented in accordance with the Engineering Change Notification process;
- Coordinate and direct the Construction Contractor and its subcontractors to manage the overall construction efforts;
- Monitor and report to Project Manager / Construction Representative of project details, including progress, risks and opportunities in a

- timely manner;
- Oversee all constructions to monitor compliance with building codes and safety regulations;
- Review man-hours and duration forecasts to completion for construction. Monitor construction productivity and schedule performance and investigate reasons for less than satisfactory performance;
- Provide recommendations and institute measures for improvement by modification to operating procedures/work instructions;
- Monitor adherence to MVU Standards and promote a safety culture. Make safety inspections of the site when work is underway and ensure regulations relating to health, safety and the environment are adhered to;
- Communicate with a range of people including the Construction Representative, Project Manager, Construction contractor, subcontractors, suppliers and the public.

In consultation with MVU and HDR along with additional staff as requested by MVU to be present at the time, the construction inspector will participate in a Pre-Construction Conference during which MVU's Project Manager shall review the project reporting procedures and other requirements for performance of the Work.

The Construction Inspector will examine the construction contractor's requests for information, shop drawings, samples, and other submittals, and Designer's reply or other action concerning them, to determine the anticipated effect on compliance with the Project requirements, the Project and Construction Budget, and the Master Schedule (as provided by the construction contractor). Construction Inspector shall forward to the Designer for review, approval or rejection, as appropriate, the request for clarification or interpretation, shop drawing, sample, or other submittal, along with Contractor's comments. The Construction Inspector's comments shall not relate to design considerations, but rather to matters of cost, scheduling and time of construction, and clarity, consistency, and coordination in documentation. Construction Inspector shall receive from the Designer and MVU and transmit to the construction contractor all information so received from the Designer.

The Construction Inspector will review the construction contractor's Schedule and shall verify that the schedule is prepared in accordance with the requirements of the Contract Documents and that it establishes completion dates that comply with the requirements of MVU's schedule.

Prior to the issuance of a schedule change order, Construction Inspector shall determine and advise MVU as to the effect on the construction contractor's Schedule of the change. Construction Inspector shall verify that activities and adjustments of time, if any, required by approved change orders have been incorporated into the construction contractor's Schedule.

Bi-monthly meetings will be conducted by the Construction Inspector at the Project site with each contractor, and Construction Inspector shall conduct coordination meetings with the contractor and MVU's Project Manager. The Construction Inspector shall prepare and distribute meeting agendas and minutes to all attendees.

The Construction Inspector will coordinate technical inspection and testing provided by. The Construction Inspector will receive and review copies of all inspection and testing reports and shall provide a copy of such reports to MVU and the Designer. HDR shall not be responsible for providing, nor control, the actual performance of technical inspection and testing. HDR will be performing a

coordination function only and HDR is not acting in a manner so as to assume responsibility or liability, in whole or in part, for all or any part of such inspection and testing.

Construction Inspector shall review change orders requested by the construction contractor. All changes to the Contract between MVU and construction contractor shall be only by change orders executed by MVU. The Construction Inspector will review the contents of all construction contractor requested changes to the Contract time or price, endeavor to determine the cause of the request, and assemble and evaluate information concerning the request. The Construction Inspector shall provide to the Designer a copy of each change request, and shall in its evaluations of the construction contractor's request considers the Designer's comment regarding the proposed changes. The Construction Inspector shall make a recommendation to MVU regarding the construction contractor's request change. MVU shall prepare and issue to the construction contractor the appropriate change order documents. MVU shall provide the Contractor with fully executed change order documents.

Quality Assurance on the Construction Contract

HDR shall establish and implement a program to monitor the quality of the Work. The purpose of the program shall be to assist MVU to guard against Work by the construction contractor that does not conform to the requirements of the Contract Documents. Construction Inspector shall reject any portion of the Work and transmit to MVU and construction contractor a notice of nonconforming work when it is the opinion of the Construction Inspector, MVU, or the Designer that such work does not conform to the requirements of the Contract Documents. Communication between the Construction Inspector and the construction contractor with regard to quality assurance shall not in any way be construed as binding construction contractor or MVU or releasing the construction contractor from performing in accordance with the terms of the Contract Documents. HDR will not be responsible for, nor control, the means, methods, techniques, sequences and procedures of construction for the Project. HDR's observation or monitoring portions of the work performed under construction contracts shall not relieve the construction contractor from responsibility for performing work in accordance with applicable contract documents. HDR shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. HDR shall not be responsible for the acts or omissions of the construction contractor or other parties on the project. It is understood that HDR's action in providing quality assurance under this Agreement is a service of HDR for the sole benefit of Moreno Valley and by performing as provided herein, HDR is not acting in a manner so as to assume responsibility of liability, in whole or in part, for all or any part of the construction for the Project. No action taken by HDR shall relieve the construction contractor from its obligation to perform the Work in strict conformity with the requirements of the Contract Documents, and in strict conformity with all other applicable laws, rules and regulations.

Subsurface and Physical Conditions: Whenever the construction contractor notifies the CI that a surface or subsurface condition at or contiguous to the site is encountered that differs from what the construction contractor is entitled to rely upon or from what is indicated or referred to in the Contract Documents, or that may require a change in the Contract Documents, CI shall notify MVU and the Designer. The CI shall receive from the Designer and transmit to the construction contractor, through MVU, all information necessary to specify any design changes required to be responsive to the differing or changed condition. The CI shall receive from the Designer and transmit to the construction contractor, through MVU, all information necessary to specify any design changes required to be

responsive to the differing or changed condition.

HDR's Safety Program: As required by the construction Contract Documents, the CI shall review the Safety Program for each construction contractor performing Work at the site. The CI shall review each safety program to determine that the programs of the various contractors performing Work at the site provide for coordination among the contractors for their respective programs. HDR, nor the CI, shall be responsible for the implementation of or compliance with any contractors' safety programs. HDR shall not be responsible for the adequacy or completeness of any contractor's safety programs, procedures or precautions. Disputes between the construction contractor and MVU: Construction Inspector shall render to MVU in writing, within a reasonable time, decisions concerning disputes between the construction contractor and Moreno Valley relating to acceptability of the Work, or the interpretation of the requirements of the Contract Documents pertaining to the furnishing and performing of the Work.

Schedule: Complete daily reports; Submit daily to HDR's proprietary TechHub project reporting tool.

Substantial Completion: Construction Inspector shall advise as to when the Project and the construction contractor's Work is substantially complete. In consultation with the Designer, CI shall, prior to recommending a certificate of substantial completion, prepare a list of incomplete Work or Work which does not conform to the requirements of the Contract Documents. This list shall be attached to the certificate of substantial completion.

Final Completion: In consultation with MVU and the Designer, Construction Inspector shall make recommendation for when the Project and the Contractor's Work is finally completed, MVU shall issue a certificate of final completion and Construction Inspector shall provide to MVU a written recommendation regarding payment to the Contractor.

Periodic review of the daily reports and other correspondence by Project Manager, Construction Inspector or any other personnel serving this project will be performed to verify that well organized and clearly presented information is shown and that reports are submitted in a timely manner, consistent with Contractor's Quality program.

Assumptions and Clarifications

Safety: Per the Construction Contract with each construction contractor, all safety responsibility of the project resides with each construction contractor. Any review, comment or recommendation made or implied by HDR shall not be construed as directing the construction contractor as it relates to safety nor does it imply any liability on the part of HDR for any safety incident that is a direct or indirect result of the work performed or actions of the individual construction contractors.

Means and Methods: Per the construction contract with each construction contractor, responsibility for all means and methods for construction of the project resides with each construction contractor. Any review, comment or recommendation made or implied by HDR cannot be construed as directing the construction contractor as it relates to means and methods nor does it imply any liability on the part of HDR for any construction issue that is a direct or indirect result of the work performed or actions of the individual construction contractors.

WPPP Certified Inspector: HDR is not responsible for the maintenance of the SWPPP, only to provide quality assurance oversight of the Construction Contractor's maintenance of the SWPPP and its requirements.

Right of Way Liaison: HDR assumes this will be handled by Moreno Valley.

Damage Claims Settlement: HDR assumes that Moreno Valley will perform these services based on daily reports and construction inspection reports provided by Construction Inspector. HDR is not required to assess the value of damage claims, only to assist Moreno Valley to evaluate if a claim has merit based on compliance with the Construction Contact Document.

HDR assumes a 15 hour work week for the Construction Inspector on each substation site for a total of 30 hours per week.

The construction Inspector is anticipated to be less than 50 miles from the project site and therefore no Per Diem or major travel expenses are included.

Construction Inspector shall not participate in specialized field or laboratory tests or inspections conducted offsite by others except as specifically authorized by MVU.

Construction Inspector shall not accept Shop Drawing or Sample submittals from anyone other than MVU.

Nothing in this proposal shall relieve the Construction Contractor from its responsibility for performing work in accordance with applicable contract

Construction field office: It is assumed that HDR does not need to provide a construction field office. Construction Inspector will be provided space in the construction contractor's trailer for the duration of their time on site.

Construction inspections: Daily inspections of the site will be performed by Construction Inspector with reports filed electronically each day and stored in the project's Documentation System.

HDR assumes that material storage yards and storage containers will not be provided by HDR.

Receiving administration: Construction Inspector will inspect and make record of the receipt of materials on site by the construction contractor. It is assumed that the construction contractor will take receipt and will ensure proper storage of materials until incorporated into the Work.

Proposed Project Schedule

We understand MVU will execute the Agreement for Wholesale Distribution Service with SCE in the next month or two and it would be required to have the substation energized by May 2017. We also understand that the reason the RFP requested a 13 week (3 month) design window for the switchyard and the substation was mainly so construction could start early on (thus minimizing the risk to complete the project on time).

Design for a similar substation and switchyard takes approximately 6 months. Construction for a similar project also usually takes approximately 6 months. We have compressed the design schedule to a 19 week (4 ½ month) duration (pending no major delays from the allocated reviews from MVU and SCE). We have also identified a 47 working-days float in the schedule which we will monitor closely to ensure the substation gets

energized as planned.

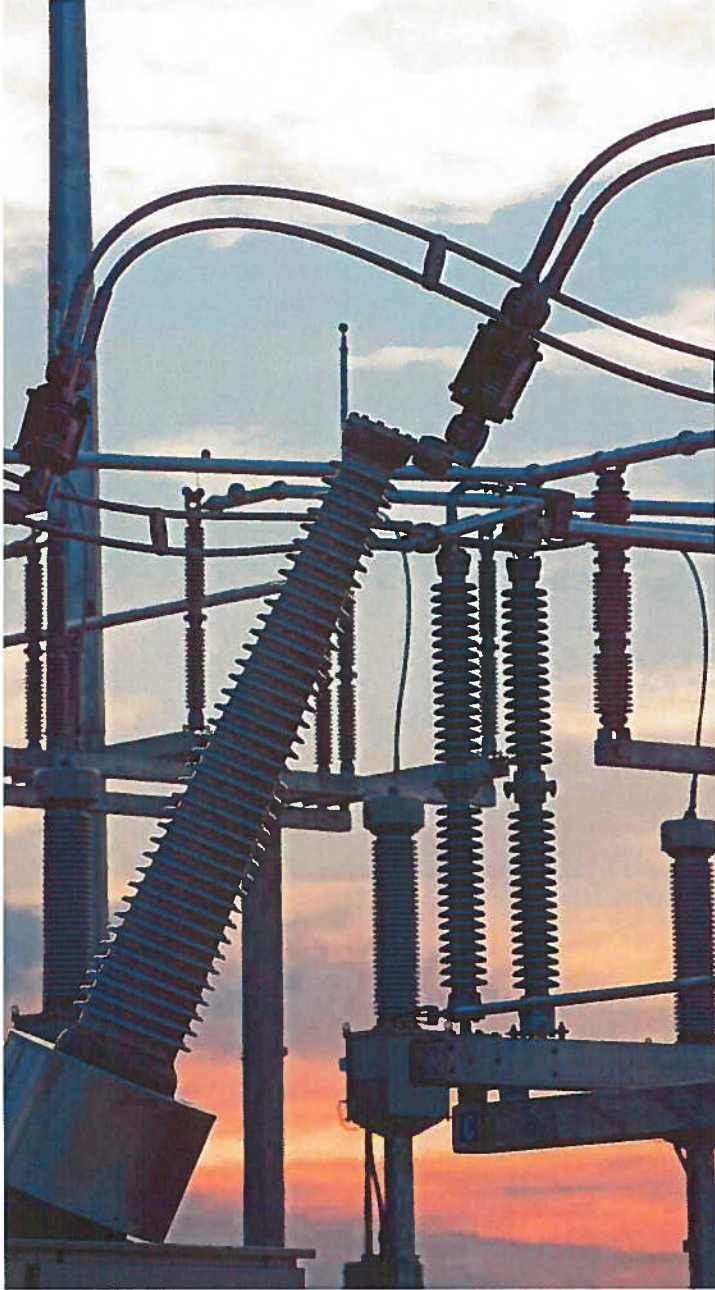
The major items to be concerned when procuring long lead equipment are the transformers (average lead time 9 months) and the MEER (average lead time when built and delivered with relay racks is 6 months). The circuit breakers are also a long lead item although their lead time is usually 4-6 months.

In the RFP (on the last paragraph of page 2) MVU stated that the MEER was considered one of the long lead items that MVU would procure as part of the preparation of material specifications to be completed by January 2016. In the pre-bid meeting on 10/14 (although not described in the Questions and Answers provided as part of Addendum 2) MVU stated the consideration in having the construction contractor procure the MEER. HDR recommends that MVU procures the MEER in an effort to avoid delaying the construction since the construction contractor would not be selected until the environmental study is complete the Issued for Construction drawings are ready.

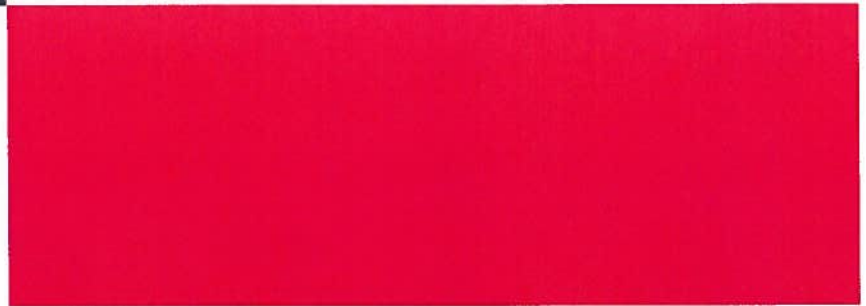
HDR also recommends that MVU orders the MEER with the relay racks included and prewired to a termination rack. This arrangement would minimize wiring time in the field and speed up construction. HDR also recommends that the MEER manufacturer does point-to-point testing at the factory and not a Factory Acceptance Test (FAT) since testing at the site would still be required. The benefit of such arrangement includes a reduction in time for testing at the construction site as well as the avoidance of doing testing twice.

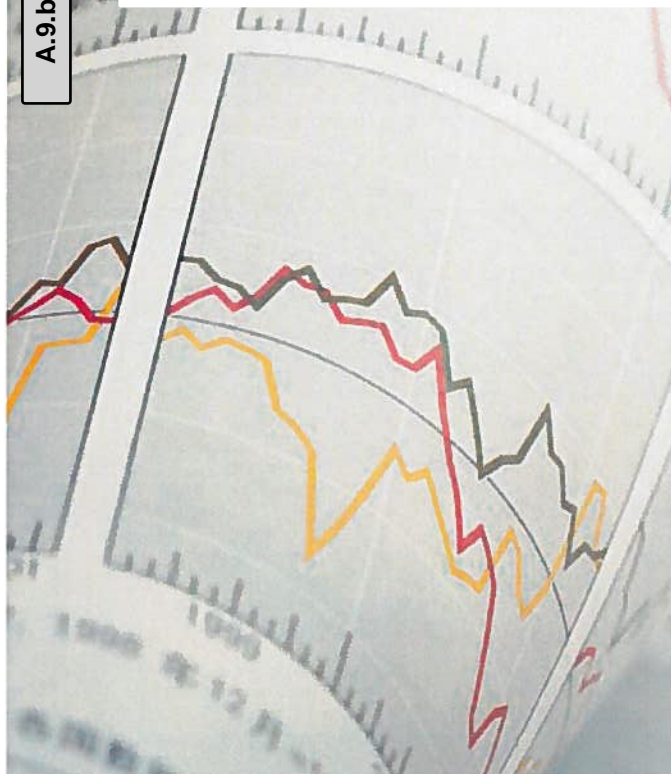
The overall project schedule in Microsoft Project format can be found in Appendix A for your consideration.





6. Quality Control & Assurance





Quality Control & Assurance

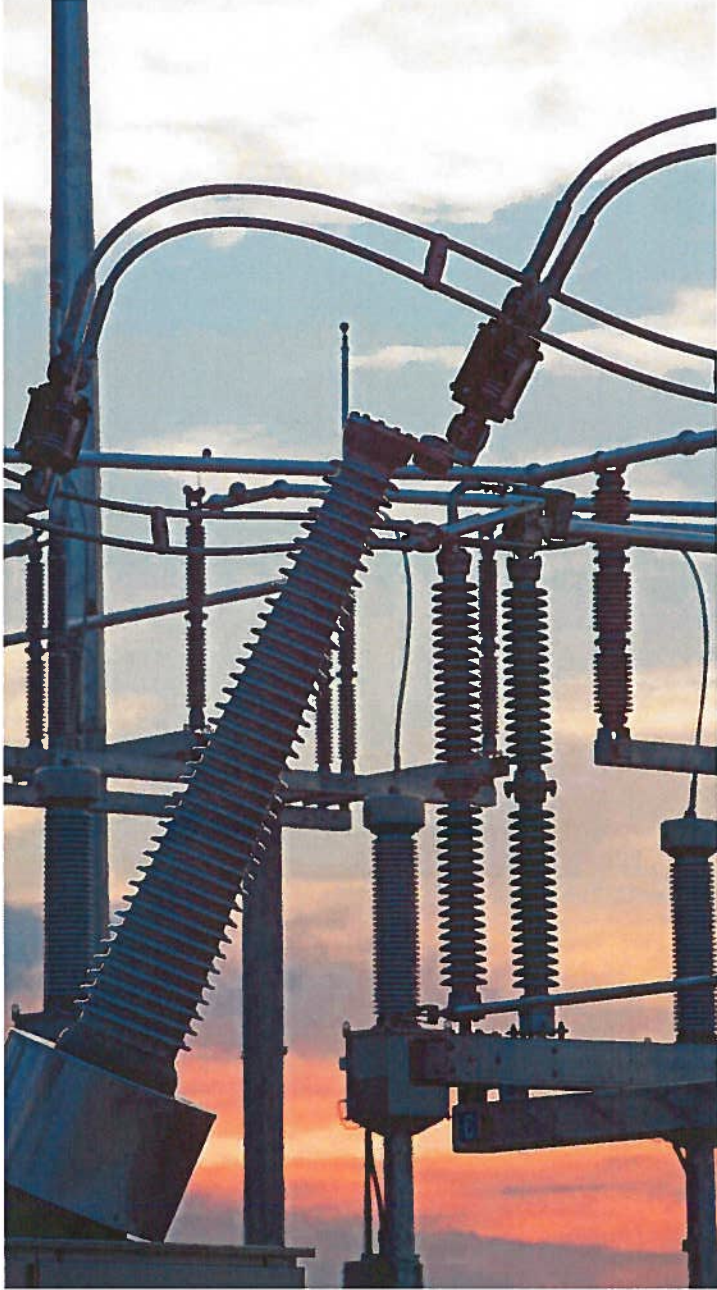
One of the most important components of a successful project is to assure quality control is maintained throughout each phase. HDR has developed and will implement in this project a proven Quality Management System (QMS) which is compliant with ISO 9001:2008 and it applies principles to ensure highest quality with management involvement, adequate planning, and qualified staff.

Our quality assurance manual and our quality control procedures are the core documents used in the quality program. These guidelines provide a well defined set of quality standards that help bring predictable, reliable, and successful results in the management of our project. The key concepts of the quality program include the following:

- To keep people physically safe and to protect property through proper design and implementation
- To enable predictable, repeatable performance in the conduct of business
- To provide consistency and cost effective services to meet customer requirements
- To see that the work meets generally accepted and applicable local, state, and federal codes and standards
- To mitigate or eliminate warranty, liability or other risks both to our clients and to HDR

A Quality Control Plan will be developed for the project to ensure the highest technical quality is met during the development of all project deliverables. The Plan is developed to ensure appropriate project coordination and Quality Assurance/Quality Control (QA/QC) reviews are completed for all technical disciplines. The Plan includes the following approach:

- Team resources are essential to the project. HDR's design process is centered on dedicated teams of experienced personnel that oversee the project throughout its lifespan from the beginning to completion. The design team (including the senior engineers in charge of the QC) that works on the Kitching substation project will be the same team that works on the Kitching Switchyard. This will enable consistency and it will also help the team implement lessons learned increasing efficiencies and minimizing design cost.
- MVU's participation is essential to the success and quality of the project. MVU's comments and feedback during the review stages will enable HDR to address MVU's needs and ensure the goals are being met. The comments received from FEUS will also be shared with the senior engineers in charge of the QC so they understand what FEUS's requirements are as the projects move through each design stage.
- The designs will be checked by senior engineers who did not play a role in the development of the drawings. The senior engineers are familiar with industry standards, SCE's standards, and project requirements, and they will be part of the project during the lifecycle of the program. Any comments that arise from the QC of the design will be addressed between the engineers involved in the design and the senior engineers involved in the QC. project manager will be involved in any conflicts regarding how comments are to be implemented.
- Project controls are essential to the success of the project and they will enable the project engineers to monitor the delivery of the project so the schedule and project budget are met. HDR will provide a project coordinator to assist with the management and completion of the project quality control plan, and he will communicate with the project manager on a constant basis as the project progresses.



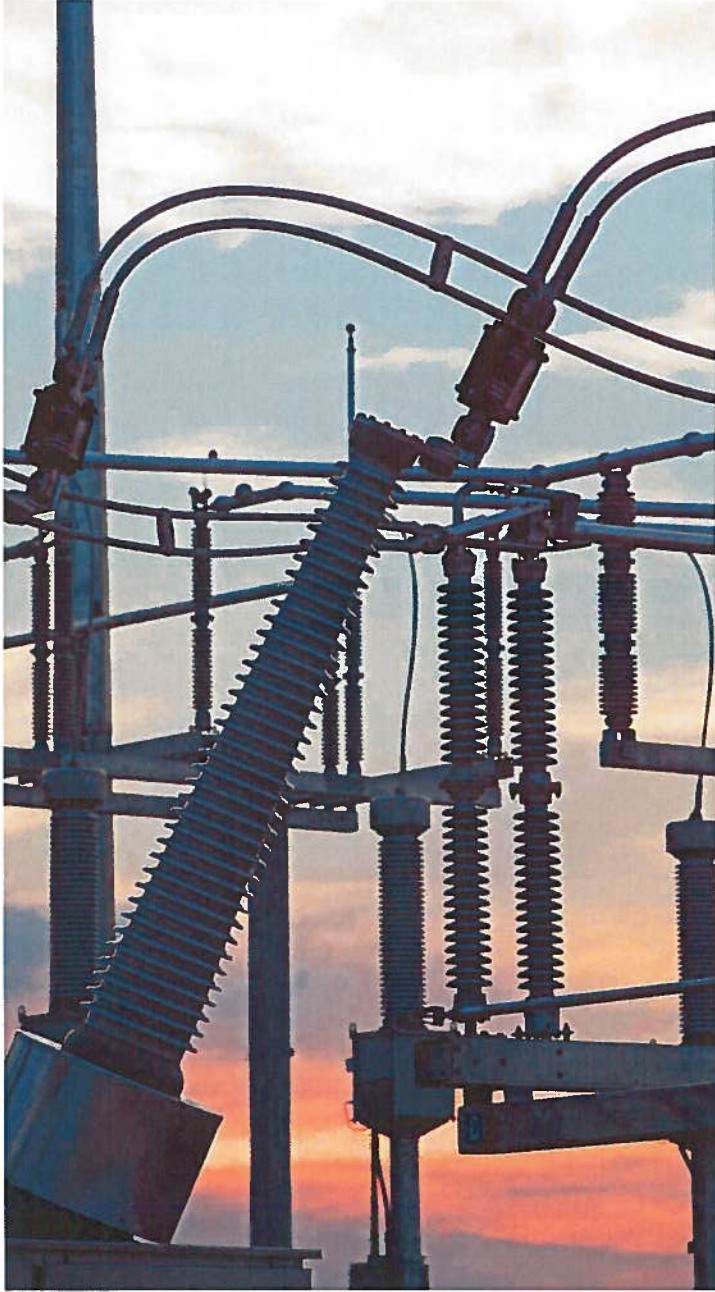
7. Cost Proposal



Cost Proposal

It is important to note that the cost in the proposal is based on the understanding that construction would take 44 weeks. Accordingly, we have estimated our Construction Manager to participate in the construction bidding process (reviewing the documents and providing a constructibility review) as well as being on site throughout the duration of the estimated construction timeframe. The schedule currently shows a 47 working-day float and would the substation be completed earlier on there would not be a need for our Construction Manager (who is local) be at the site thus reducing the costs associated with Construction Inspection.

Following MVU's direction on the RFP and Question 9.3 to keep the Cost separated from the proposal response HDR has submitted a separate document named "Cost Proposal" following the format provided in Attachment 3 of the RFP.

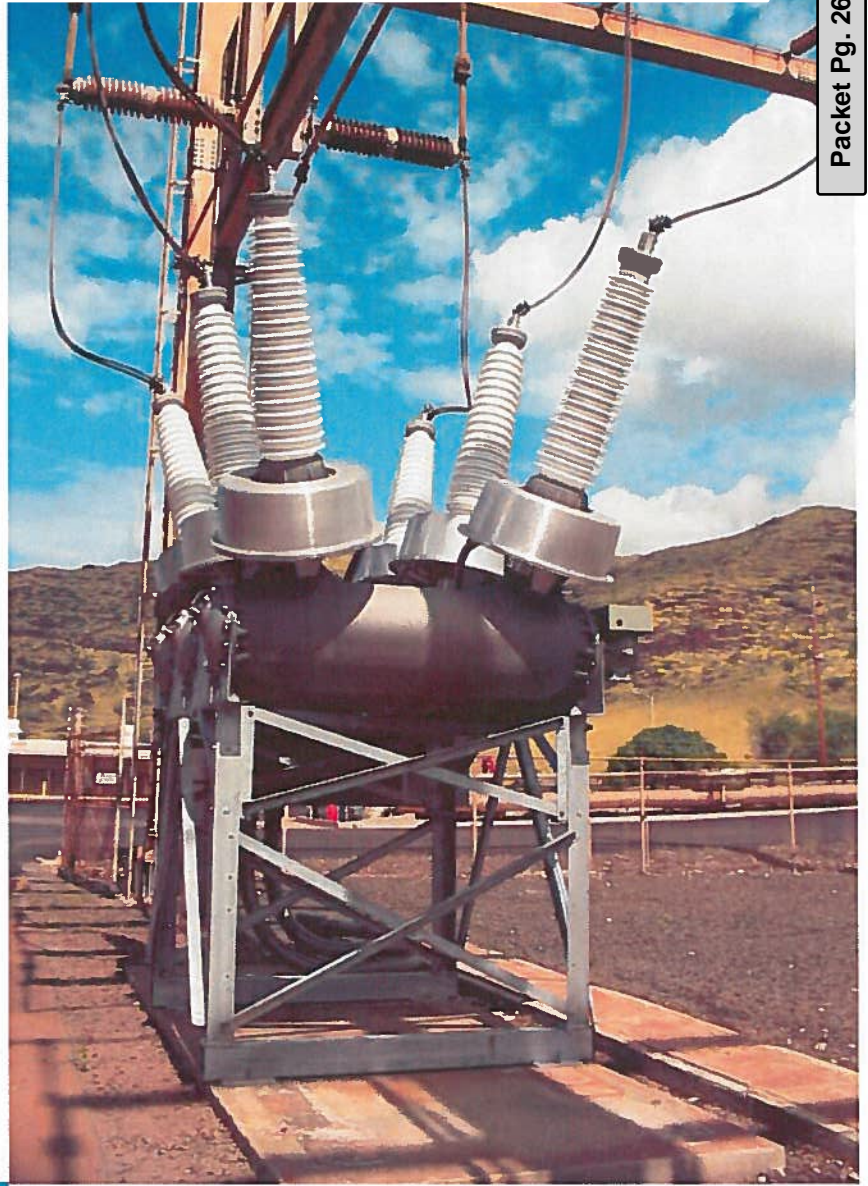


9. Additions/ Exceptions to the City's RFP



Additions/Exceptions

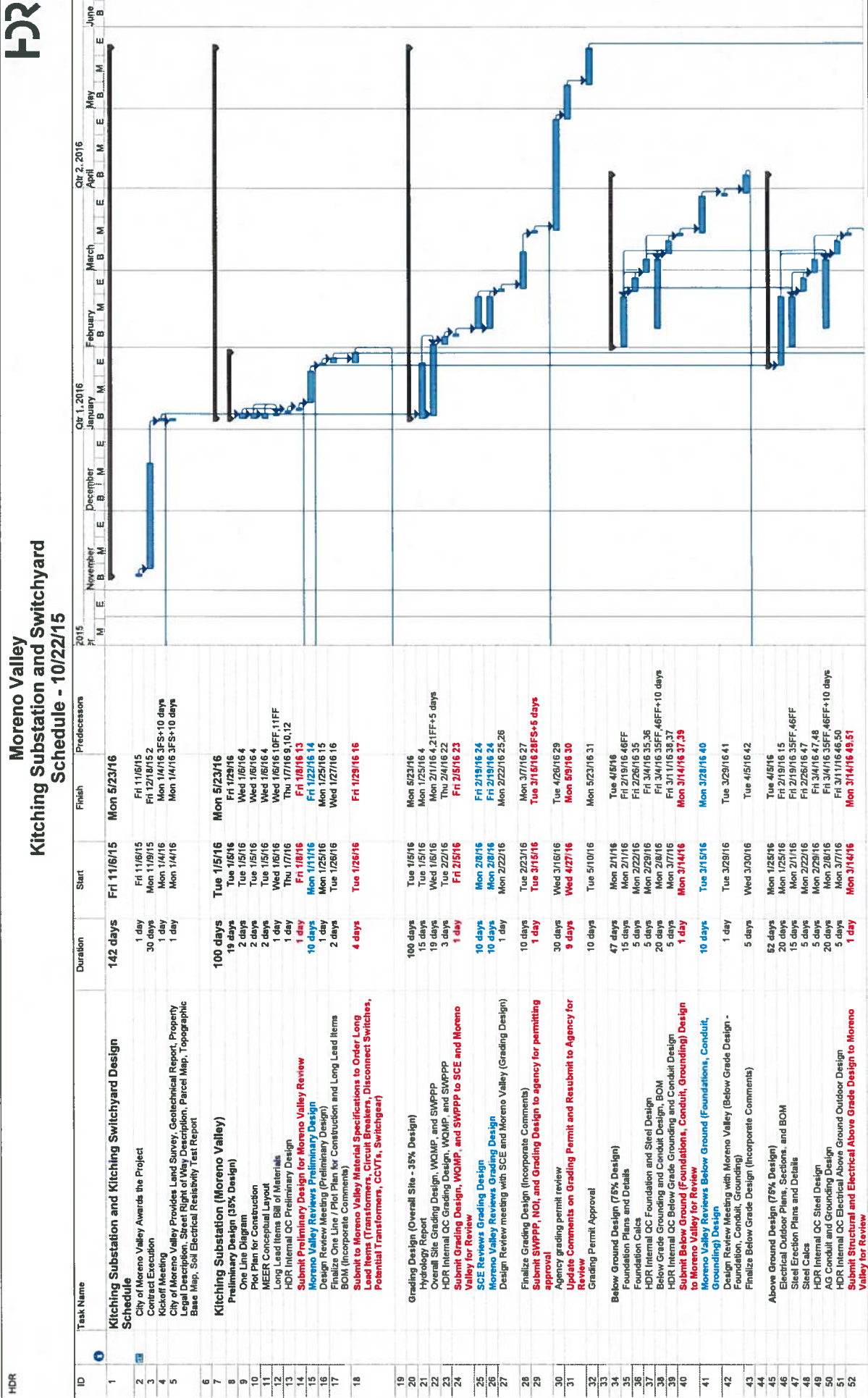
Please find our contract redline as Attachment F.



Appendix A. Project Schedule

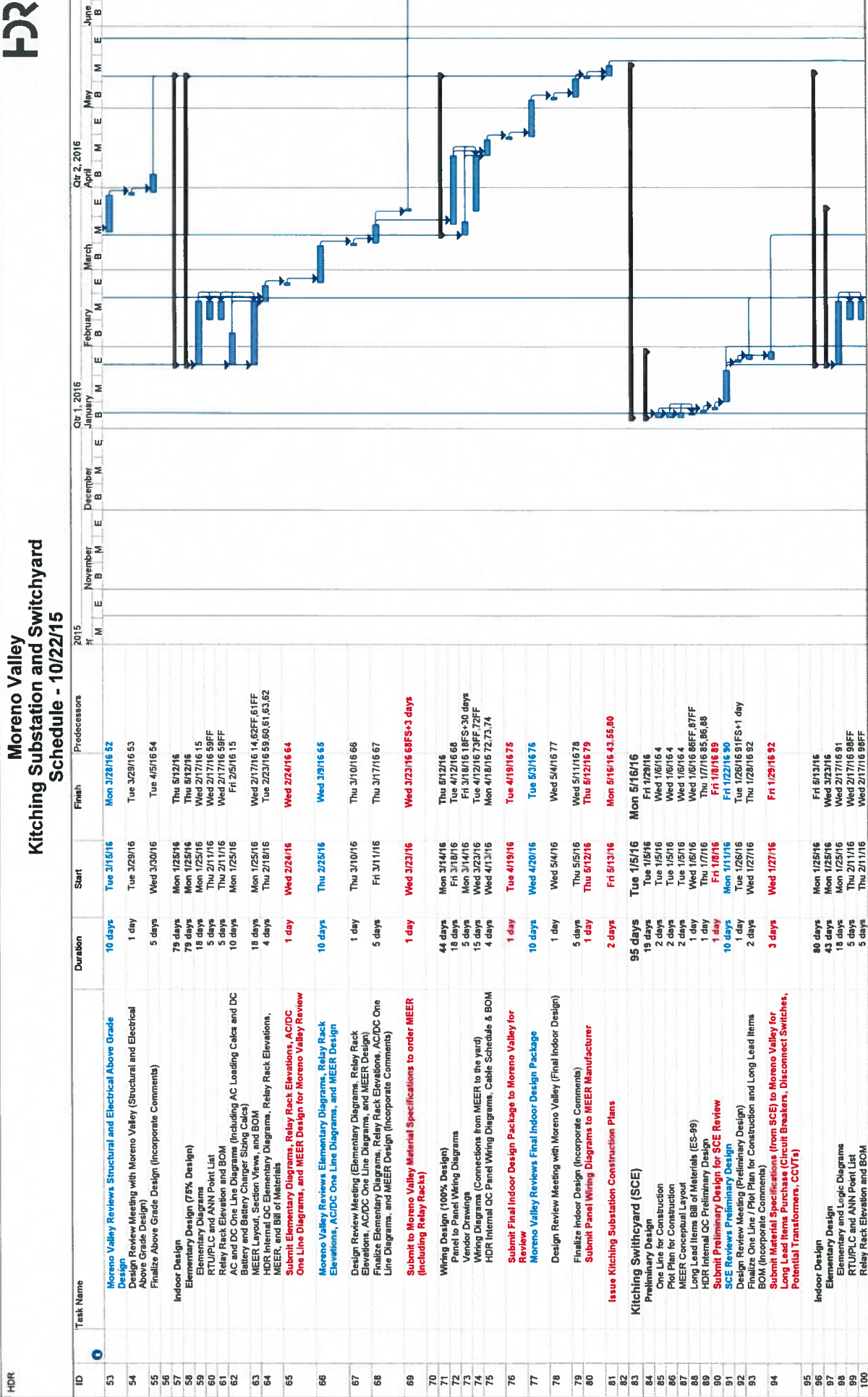


Moreno Valley Kitching Substation and Switchyard Schedule - 10/22/15



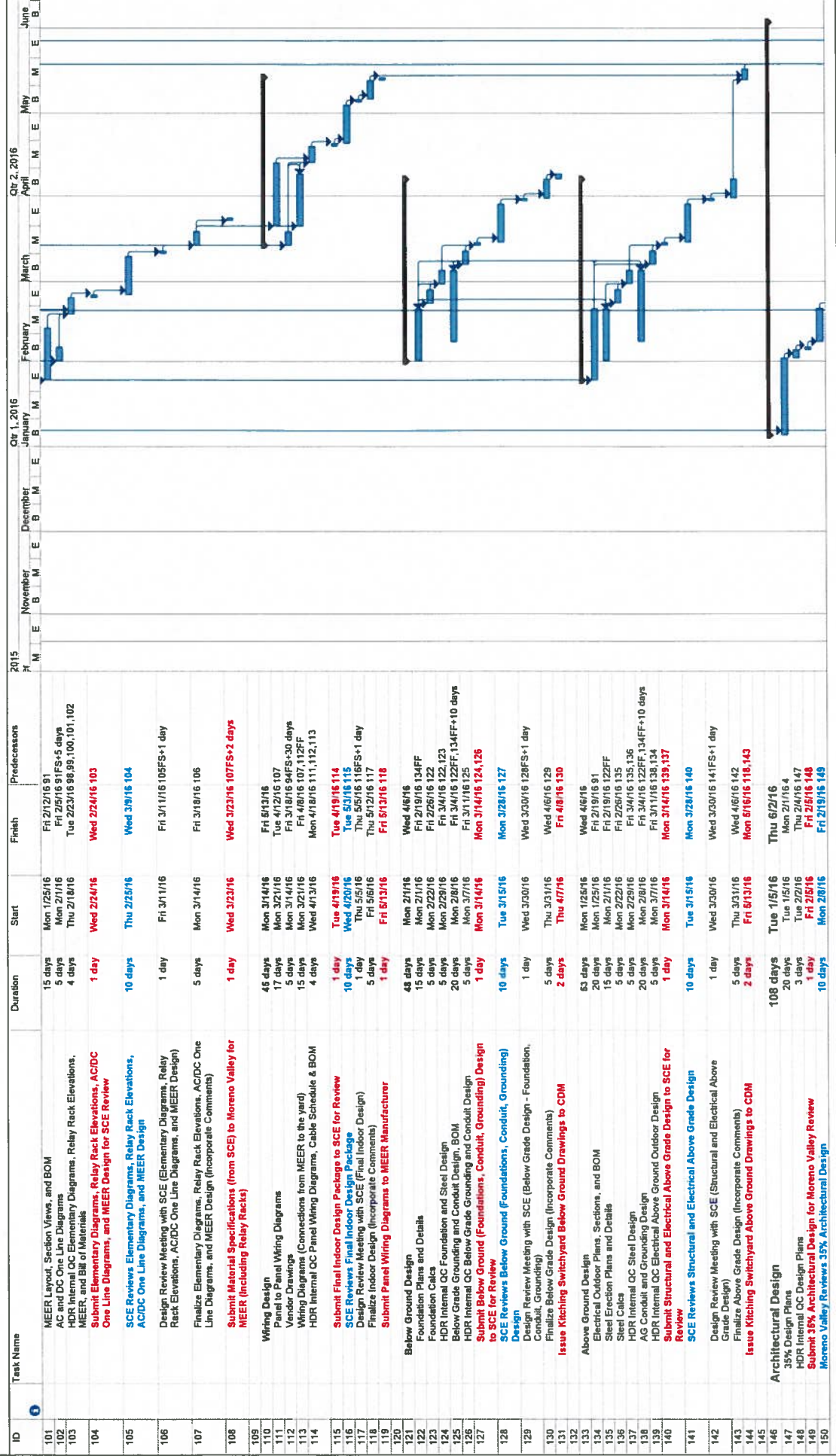


Moreno Valley Kitching Substation and Switchyard Schedule - 10/22/15





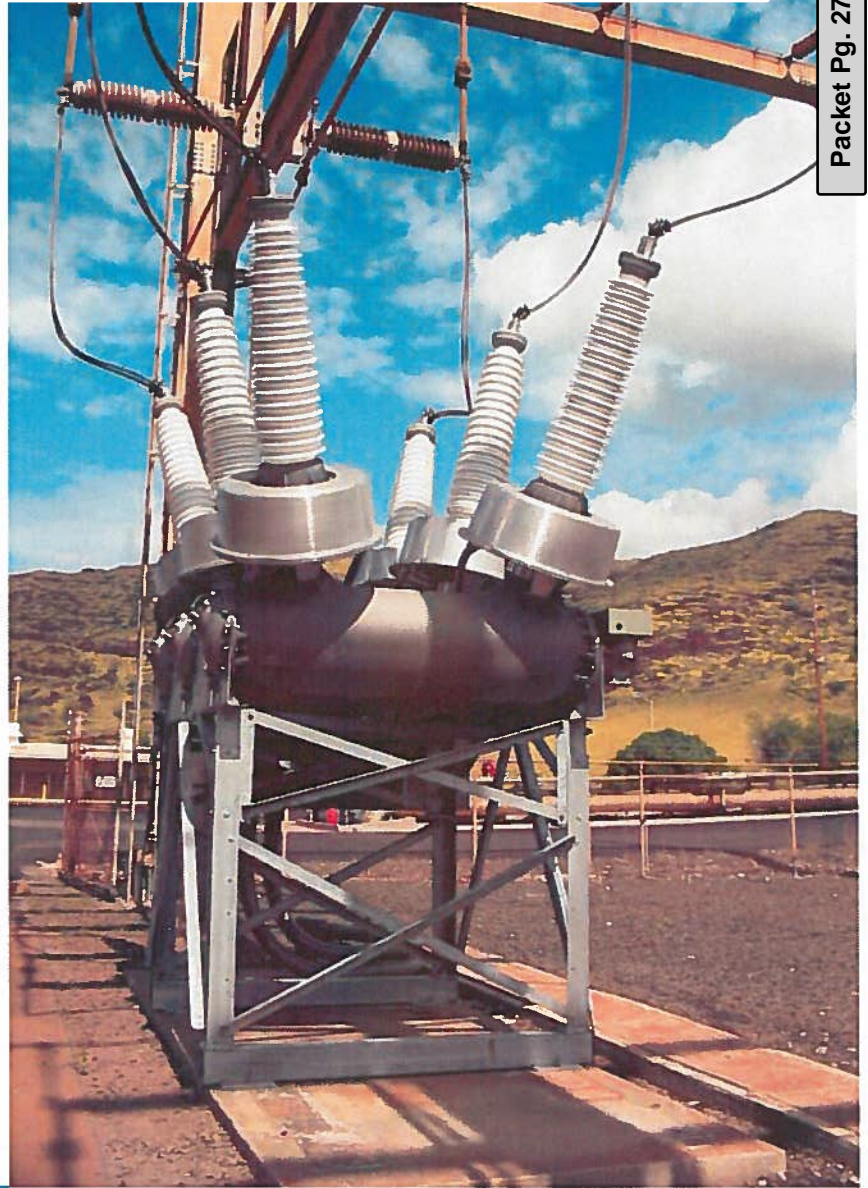
**Moreno Valley
Kitching Substation and Switchyard
Schedule - 10/22/15**





**Moreno Valley
Kitching Substation and Switchyard
Schedule - 10/22/15**

ID	Task Name	Duration	Start	Finish	Predecessors
151	Design Review Meeting (Preliminary Design)	1 day	Mon 2/22/16	Mon 2/22/16 150	
152	75% Design Plans	12 days	Tue 2/23/16	Wed 3/9/16 151	
153	HDR Internal OC Design Plans	2 days	Thu 3/10/16	Fri 3/11/16 152	
154	Submit 75% Architectural Design for Moreno Valley Review	1 day	Mon 3/14/16	Mon 3/14/16 153	
155	Moreno Valley Reviews 75% Architectural Design	10 days	Tue 3/15/16	Mon 3/28/16 154	
156	Design Review Meeting (75% Design)	1 day	Tue 3/29/16	Tue 3/29/16 155	
157	100% Design Plans	14 days	Wed 3/30/16	Mon 4/18/16 156	
158	HDR Internal OC Design Plans	3 days	Tue 4/19/16	Thu 4/21/16 157	
159	Submit 100% Architectural Design for Moreno Valley Review	1 day	Fri 4/22/16	Fri 4/22/16 158	
160	Moreno Valley Reviews 100% Architectural Design	10 days	Mon 4/25/16	Mon 5/9/16 159	
161	Design Review Meeting (100% Design)	1 day	Mon 5/9/16	Mon 5/9/16 160	
162	Issue Kitching Architectural Construction Plans	2 days	Wed 6/1/16	Thu 6/2/16 161FS+16 days	
163					
164	Street Improvement Design	108 days	Tue 1/5/16	Thu 6/2/16	
165	35% Design Plans	20 days	Tue 1/5/16	Mon 2/1/16 4	
166	HDR Internal OC Design Plans	3 days	Tue 2/2/16	Thu 2/4/16 165	
167	Submit 35% Street Improvement Design for Moreno Valley Review	1 day	Fri 2/5/16	Fri 2/5/16 166	
168	Moreno Valley Reviews 35% Street Improvement Design	10 days	Mon 2/8/16	Fri 2/19/16 167	
169	Design Review Meeting (Preliminary Design)	1 day	Mon 2/22/16	Mon 2/22/16 168	
170	75% Design Plans	12 days	Tue 2/23/16	Wed 3/9/16 169	
171	HDR Internal OC Design Plans	2 days	Thu 3/10/16	Fri 3/11/16 170	
172	Submit 75% Street Improvement Design for Moreno Valley Review	1 day	Mon 3/14/16	Mon 3/14/16 171	
173	Moreno Valley Reviews 75% Street Improvement Design	16 days	Tue 3/15/16	Mon 3/28/16 172	
174	Design Review Meeting (75% Design)	1 day	Tue 3/29/16	Tue 3/29/16 173	
175	100% Design Plans	14 days	Wed 3/30/16	Mon 4/18/16 174	
176	HDR Internal OC Design Plans	3 days	Tue 4/19/16	Thu 4/21/16 175	
177	Submit 100% Street Improvement Design for Moreno Valley Review	1 day	Fri 4/22/16	Fri 4/22/16 176	
178	Moreno Valley Reviews 100% Street Improvement Design	10 days	Mon 4/25/16	Fri 5/6/16 177	
179	Design Review Meeting (100% Design)	1 day	Mon 5/9/16	Mon 5/9/16 178	
180	Issue Kitching Street Improvement Construction Plans	2 days	Wed 6/1/16	Thu 6/2/16 179FS+16 days	
181					
182	Environmental Process	90 days	Tue 1/5/16	Mon 5/9/16	
183	MND Preparation	62 days	Tue 1/5/16	Fri 4/8/16	
184	Cultural Resources Study	15 days	Tue 1/5/16	Mon 1/26/16 4	
185	Biological Resources Study	15 days	Tue 1/5/16	Mon 1/26/16 4	
186	Prepare MND Draft	30 days	Tue 1/5/16	Mon 2/15/16 4,17FF,93FF	
187	Submit MND Draft for Moreno Valley Review	1 day	Tue 2/19/16	Tue 2/16/16 186	
188	Moreno Valley Review MND	10 days	Wed 2/2/16	Tue 3/1/16 187	
189	Finalize Draft MND with Comments from Moreno Valley	5 days	Wed 3/2/16	Fri 4/8/16 188	
190	30 Day Public Review	23 days	Wed 3/2/16	Fri 4/29/16 189	
191	Responses to Comments, MMRP, and NOD	18 days	Mon 4/11/16	Fri 4/29/16 190	
192	Moreno Valley Review and Staff Report Development	15 days	Mon 4/11/16	Mon 5/9/16	
193	Project Management and Meeting/Hearings	1 day	Mon 5/9/16	Mon 5/9/16 192FS+5 days	
194	Meeting to Adopt IS/MND	1 day	Mon 5/9/16	Mon 5/9/16 192FS+5 days	
195					
196	Utility Coordination	227 days	Tue 1/5/16	Wed 11/16/16	
197	Obtain Utility Maps and Records from MVU and Utility Agencies	20 days	Tue 1/5/16	Mon 2/1/16 4	
198	Utility Pooling (by Moreno Valley)	15 days	Tue 2/2/16	Mon 2/22/16 197	
199	First Utility Notice for Relocation	1 day	Tue 5/10/16	Tue 5/10/16 196,179	
200	Second Utility Notice for Relocation	1 day	Wed 6/1/16	Wed 6/1/16 199FS+15 days	
201	Relocation of Utilities (if needed by others)	120 days	Thu 6/2/16	Wed 11/16/16 200	
202					
203	Construction (by Moreno Valley - HDR to Support per Scope of Work)	273 days	Tue 5/17/16	Thu 6/1/17	
204	Construction RFP Preparation (Plans and Specs)	5 days	Tue 5/17/16	Mon 5/23/16 81,144,32FF	
205	Moreno Valley Issues RFP to Prospect Construction Contractors	1 day	Tue 5/24/16	Tue 5/24/16 204	
206	Pre-Bid Meeting	10 days	Wed 6/9/16	Wed 6/8/16 206FS+10 days	
207	Construction RFP Evaluations	15 days	Thu 6/23/16	Wed 7/6/16 206FS+10 days	
208	Contract Negotiation	1 day	Thu 7/7/16	Wed 7/27/16 207	
209	Construction Kickoff Meeting	1 day	Thu 7/28/16	Thu 7/28/16 208	
210	Civil Survey & Staking	1 day	Fri 7/29/16	Fri 7/29/16 209,194	
211	Mobilization	1 day	Fri 8/5/16	Fri 8/5/16 209FS+3 days,25,194	
212	Substation Civil Work	78 days	Mon 8/8/16	Thu 11/24/16	



Appendix B.

Proposed One Line
Diagram and Plot
Plan for Kitching
Substation and
Switchyard

T.M. JOE
MANAGEMENT
COMPANY
650 Bercow Dr. Suite A
Sunnyvale, CA 95011
(916) 492-9486



STAMP:

KITCHING
SUBSTATION

PROJECT NUMBER:

SHEET TITLE:

ONE LINE

SHEET SIZE: ARCH D
24" x 36" (610 x 914)

THIS DRAWING IS THE PROPERTY OF THE DRAWING
MANAGER'S FIRM. THIS INFORMATION IS TO BE
USED ONLY FOR THE PROJECT AND SHALL NOT BE
REPRODUCED OR TRANSMITTED IN ANY FORM OR
BY ANY MEANS, ELECTRONIC OR MECHANICAL,
INCLUDING PHOTOCOPYING, RECORDING, OR BY
ANY INFORMATION STORAGE AND RETRIEVAL
SYSTEMS, WITHOUT THE WRITTEN PERMISSION FROM THE FIRM.

NO.	REVISION	DATE	INIT
A	ISSUED FOR BID	09/15/15	GO

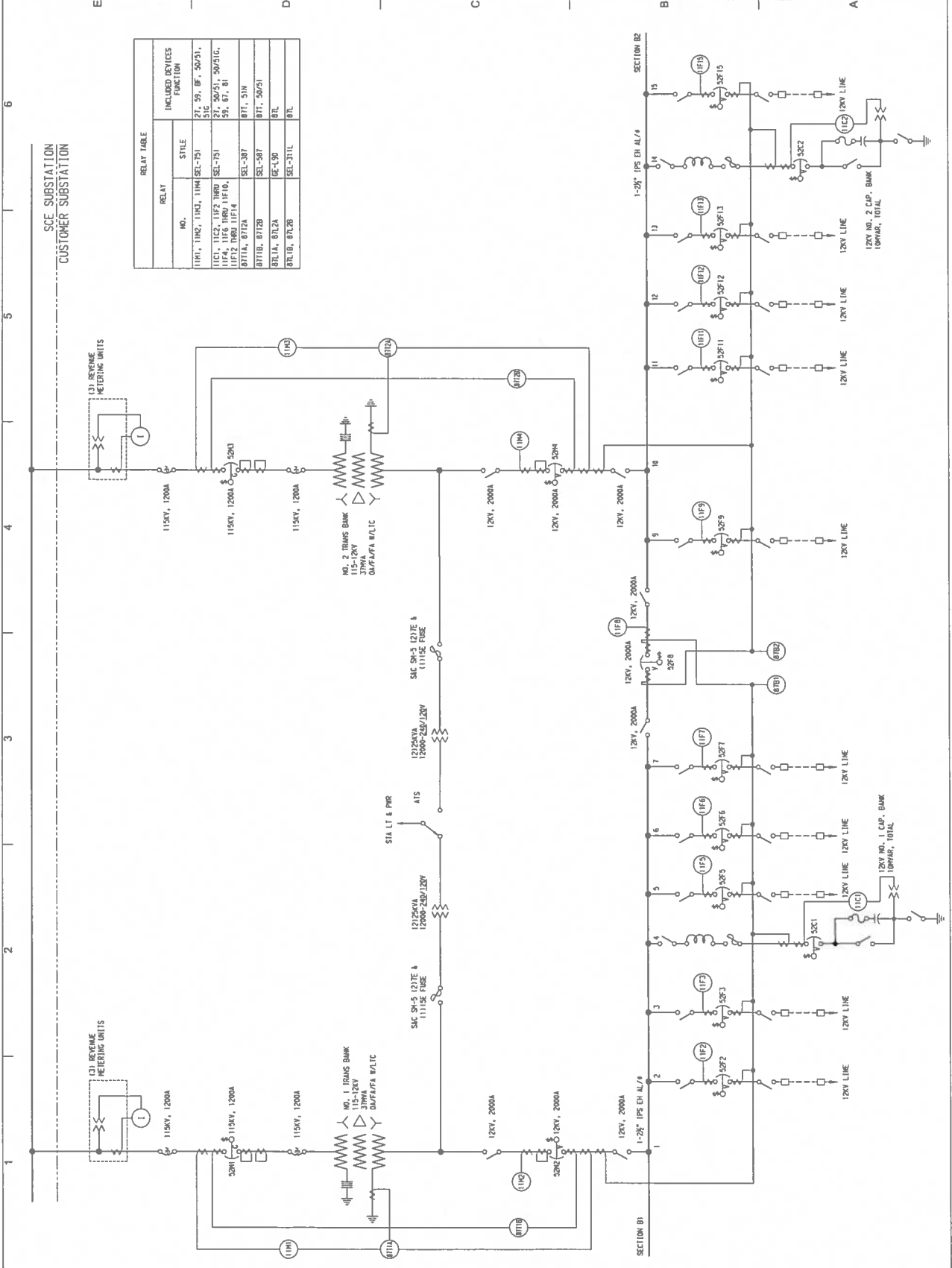
DATE: 09/15/15
DRAWN BY: JLR
ENGINEER: JLR
APPROVED BY:

PROJECT PHASE: ISSUED FOR BID

SCALE: NO SCALE

SHEET NO.:

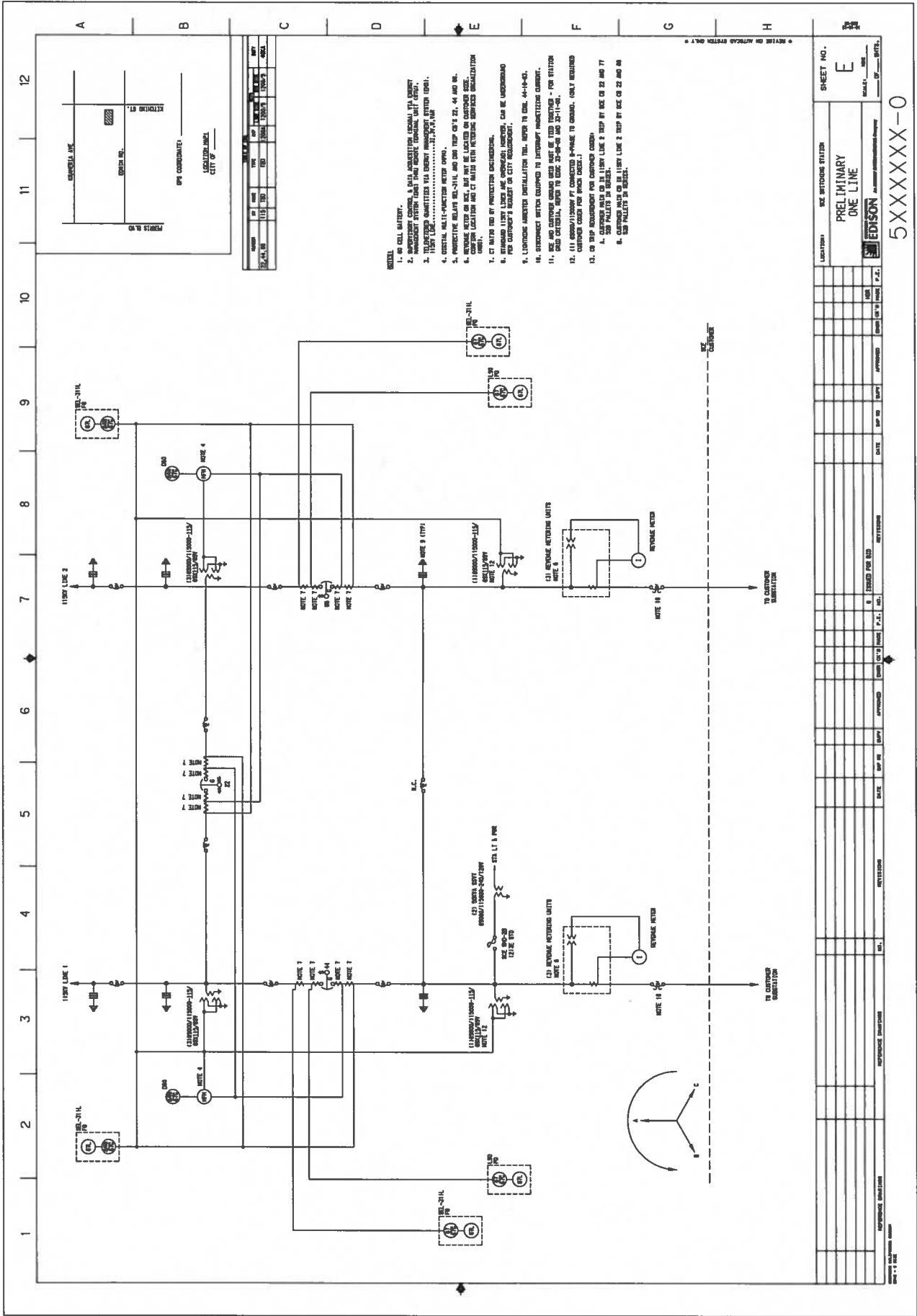
E-XXX



RELAY TABLE

RELAY NO.	STYLE	INCLUDED DEVICES	FUNCTION
11H, 11M2, 11M3, 11M4	SEL-751	2T, 59, 6F, 50/51,	SIC
11G, 11G2, 11F2 THRO	SEL-751	2T, 50/51, 50/51G,	
11F4, 11F5 THRU 11F10,		59, 6T, 8I	
11F12 THRO 11F14		8TT, 51N	
01T1A, 01T2A	SEL-301	8TT, 51N	
01T1B, 01T2B	SEL-307	8TT, 50/51	
01L1A, 01L2A	GE-L50	8TL	
01L1B, 01L2B	SEL-311L	8TL	

SCE SUBSTATION
CUSTOMER SUBSTATION



5XXXXXX-0

NO.	DATE	BY	CHKD	APP'D	DESCRIPTION
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					

EDISON

PRELIMINARY ONE LINE

LOCATIONS SEE SECTIONS PLATES

SHEET NO. E

SCALE: 1/8" = 1'

DATE: 11/15/00

BY: [Signature]

CHKD: [Signature]

APP'D: [Signature]

DATE: 11/15/00

DESCRIPTION: [Signature]

NO. 1

DATE: 11/15/00

BY: [Signature]

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APP'D: [Signature]

DATE: 11/15/00

DESCRIPTION: [Signature]

NO. 2

DATE: 11/15/00

BY: [Signature]

CHKD: [Signature]

APP'D: [Signature]

DATE: 11/15/00

DESCRIPTION: [Signature]

NO. 3

DATE: 11/15/00

BY: [Signature]

CHKD: [Signature]

APP'D: [Signature]

DATE: 11/15/00

DESCRIPTION: [Signature]

NO. 4

DATE: 11/15/00

BY: [Signature]

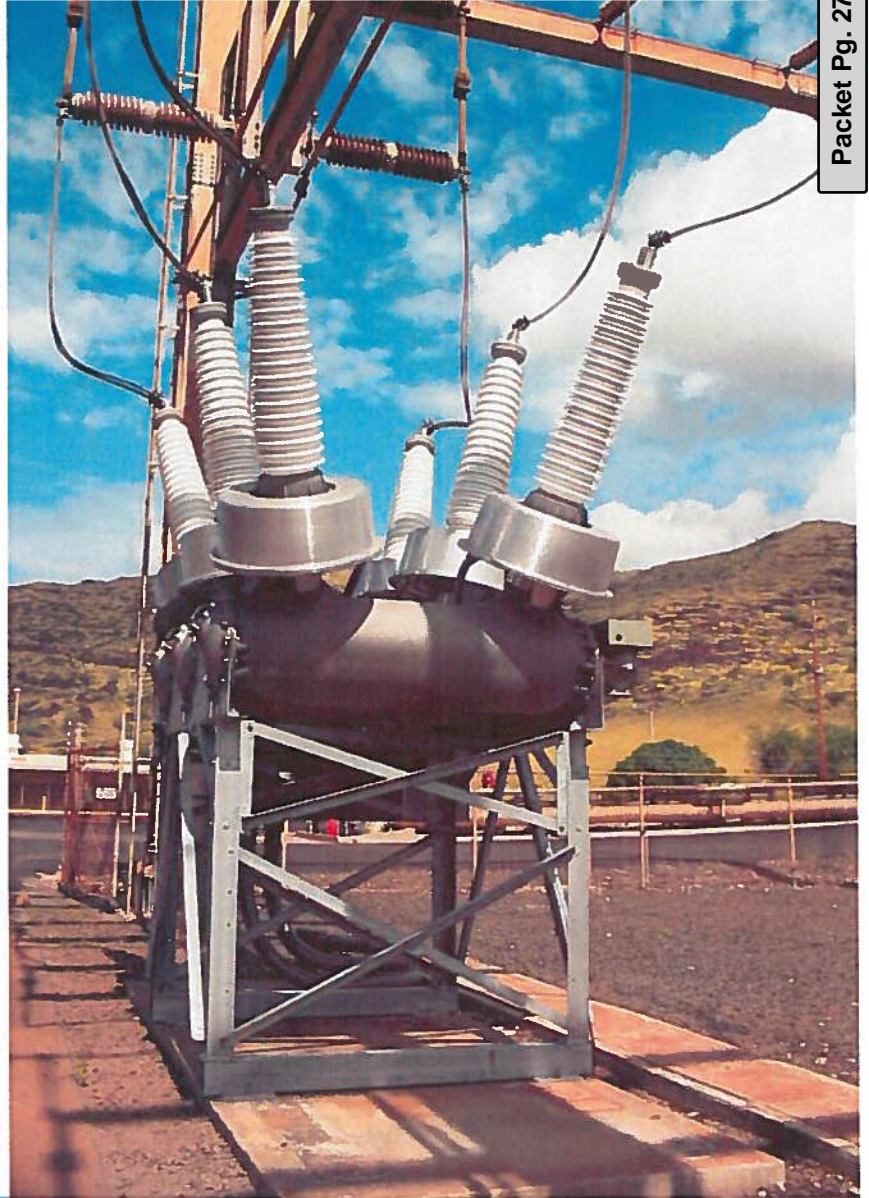
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APP'D: [Signature]

DATE: 11/15/00

DESCRIPTION: [Signature]

NO. 5



Appendix C.

Team Resumes



Fernando Garcia, PE

Project Manager

Fernando Garcia has 14 years of experience in the electric utility sector. His responsibilities have included project management for substations and sub-transmission line projects as well as management of interdisciplinary professional groups. His leadership roles as project manager have encompassed technical and managerial direction for the permitting, purchasing, design, construction, and commissioning of new substations as well as upgrades to existing substation. As a Project Engineer his experience includes complete detailed outdoor design as well as protective relaying control design for substations ranging from 4.8 kV to 500 kV.

EDUCATION

Master of Engineering, Engineering Management, Kansas State University, 2007

Master of Engineering, Electrical Engineering, Kansas State University, 2005

Bachelor of Science, Electrical Engineering, Western Michigan University, 2001

REGISTRATIONS

National Council of Examiners for Engineering and Surveying (NCEES), United States National Registration, No. 53156

Professional Engineer, California, United States, No. 18269

Professional Engineer, Nebraska, United States, No. E-14583

Professional Engineer, Nevada, United States, No.022808

Industry Tenure

14 Years

RELEVANT EXPERIENCE

San Onofre Nuclear Generating Station (SONGS) 230 kV Substation Upgrade and Decommissioning; Southern California Edison, CA.

Fernando performed as Assistant Project Manager and Sr. Project Engineer supporting the Project Manager with developing and monitoring the project schedule, scope, and budget. As Sr. Project Engineer Fernando was responsible for doing the Quality Control reviews for the protective relaying and control design. The scope of the project included the electrical design associated with removing the connections to (3) nuclear generating transformer units as well as upgrades associated with the station light and power and all protective relaying. The scope of HDR's involvement included the addition of (2) 220kV positions, (2) 220/12kV, 10/14MVA transformers, a 7-position 12kV switchgear, (2) 12kV/480V transformers, and a new 53'x24' control building. HDR's scope of work also included the removal of all protective relaying panels and the addition of (30) relay racks, annunciators, RTU, DFR, CAISO metering, and DC/AC system.

138/25 kV Pahump, Sandy, Thousandaire, and Vista Substations; Valley Electric Association, NV

Substation project manager responsible for the electrical design for a series of relay upgrades and Scada replacements projects. The scope of the projects included the replacement of existing line relays, breaker failure relays, and bus differential relays with SEL-311L, SEL-311C, SEL-351, SEL-501, and SEL-587. The scope of the projects also included the replacement of the existing RTUs with RTACs, DPACs, and PACs.

500 kV Castle Rock, Allston, Paul, Napavine, Ostrander, and Troutdale Substations; Bonneville Power Administration, OR.

As the substation Project Manager Fernando's responsibilities include leading a project team to perform scoping, permit support, design, and construction support for a new Castle Rock 500kV substation and upgrades to (5) 500kV existing substations. As the Project Manager Fernando is also responsible for the development and monitor for the project scope, schedule, and budget. The scope of the project includes the site civil grading, structural, electrical physical, protective relaying and control, and telecom design for the new 500kV Castle Rock substation. The scope of the work



also includes the geotechnical investigation and design for a new 3.1 mile long access road. The substation includes six (6) 500kV circuit breakers, twelve (12) 500kV motor operated disconnect switches, nine (9) 396kV MCOV surge arresters, three (3) 500kV lines, three (3) 500kV bays arranged in a breaker and a half configuration, and a 45'x137' architectural control building. The project work done at Allston, Paul, Napavine, Ostrander, and Troutdale Substations included line Relay replacements, LLL upgrades, and transfer trip replacement at each station.

Invenergy LLC, 230 kV Meadow Grove Substation & 230 kV Prairie Breeze Generation Tie Line Project, NE.

Project Manager responsible for coordinating design efforts and deliverables between multiple HDR offices and client for a new 230kV substation. Project management roles included developing and managing schedule for both HDR and Client while achieving a quality project deliverables. This project includes three 230kV line positions arranged in a ring-bus configuration. This project included developing specifications for the equipment and design for a prefabricated, modular type, self contained, drop-in control house with relay panels to be installed onsite.

NON-HDR EXPERIENCE

Diemer Substation - Southern California Edison (Metropolitan Water District), CA

Project Manager. Project Manager responsible for the design and construction of a new 66/12kV substation and 66kV subtransmission line. Responsible for leading interdisciplinary teams to design, procure, permit, build and commission a new 66kV substation, a new 66kV subtransmission line and retrofit work at the existing substation connecting to the new Diemer substation. Responsible for managing the easement acquisitions, city permits, CPUC approval, project schedule, scope and budget throughout the life cycle of the project.

Thrive Substation – Southern California Edison (Kaiser Permanente), CA. Project Manager responsible for the design and construction of a new 66/12kV substation and 66kV subtransmission line. Responsible for leading interdisciplinary teams to design, procure, permit, build and commission a new 66kV substation, a new 66kV subtransmission line and retrofit work at the existing substation connecting to the new Thrive substation. Responsible for managing the interaction with the client as well as the project schedule, scope and budget.

Weymouth Substation – Southern California Edison (Metropolitan Water District), CA. Project Manager responsible for the design and construction of a new 66/12kV substation and 66kV subtransmission line. Responsible for leading interdisciplinary teams to design, procure, permit, build and commission a new 66kV substation, a new 66kV subtransmission line and retrofit work at the existing substation connecting to the new Weymouth substation. Responsible for managing the interaction with the client as well as the project schedule, scope and budget.

Water Valley Substation – Southern California Edison, CA. Project Engineer and Client Manager responsible for the complete relay and protection schemes for a new 220kV substation. This work included detailed schematic and wiring design as well as panel elevations and the development of associated bill of materials.



Gonzalo Medina

QAQC Lead

Mr. Medina has 17 years of experience in substation design. His responsibilities have included the supervision of electrical, and civil engineering design staff, responsible project engineer for detailed electrical and physical substation design; protection relay systems applications, construction and equipment specification, evaluation and procurement of equipment and materials; cost estimates and scheduling; and field engineering. He has worked on substations ranging from distribution voltage levels up to 500 kV. He is experienced in all aspects of substation design and has specialized expertise in the design of protective relaying, metering and PLC controls.

EDUCATION

BS Electrical Engineering, Energy Engineering (Major in Power Systems), Escuela Colombiana de Ingenieria, Bogota, Colombia, 1997

Industry Tenure

18 Years

RELEVANT EXPERIENCE

66kV Growers and 66/34.5kV Changala Substations; Wellhead, CA
Substation project manager responsible for the electrical and structural design for both substations. The scope for Changala substation included (1) 20MVA 69/34.5kV, (1) 15MVA 69/34.5kV, and (1) 8MVA 69/34.5kV transformers, (3) 66kV bays, (5) 34.5kV feeders, and a 30' x 15' drop-in control building with (7) protective relay racks, (1) Scada panel and one telecom panel. The scope for Growers included (2) 66kV deadend structures, (1) 66KV "H" frame structure with (2) 66kV disconnect switches and one (1) bypass switch on top of the structure, (1) 66kV circuit breaker, and (1) 15'- 4" x 24' Drop-In MEER (Control Building). All of the design for the Growers substation was completed in accordance with SCE's standards and processes.

San Onofre Nuclear Generating Station (SONGS) 230 kV Substation Upgrade and Decommissioning; Southern California Edison, CA.
Gonzalo was Project Manager responsible for developing and monitoring the project schedule, scope, and budget. As Sr. Project Engineer Fernando was responsible for doing the Quality Control reviews for the protective relaying and control design. The scope of the project included the electrical design associated with removing the connections to (3) nuclear generating transformer units as well as upgrades associated with the station light and power and all protective relaying. The scope of HDR's involvement included the addition of (2) 220kV positions, (2) 220/12kV, 10/14MVA transformers, a 7-position 12kV switchgear, (2) 12kV/480V transformers, and a new 53'x24' control building. HDR's scope of work also included the removal of all protective relaying panels and the addition of (30) relay racks, annunciators, RTU, DFR, CAISO metering, and DC/AC system.

NON-HDR EXPERIENCE

Southern California Edison, Alhambra Substation 12 kV Line and Capacitor Banks addition, CA

The project included the addition of 5 new 12KV line position, upgrade existing 12 kV bus and addition of two 12 kV capacitor banks.

Southern California Edison, Beverly Sub Transformer Upgrade, CA

The Beverly project included upgrading 66 and 12 kV bus work to 3000 A, replacement of disconnect switches, and replacement of 16 kV circuit breakers.

Southern California Edison, Chino Substation 220 kV Line Relay Replacement and 66 kV Circuit Breaker Replacement, CA

Involved replacing four 66 kV circuit breakers and replacing 220 kV line protection relays.

Southern California Edison, El Segundo 230 kV Gen-Tie Switchyard, CA
Interconnected to SCE 230 kV grid for the 550 MW Re-Power Units 1 and 2 project constructed by NRG Energy.

Southern California Edison, Gould Substation 220 kV Line Addition, CA
The project included adding two 220 kV line positions and four 220 kV bank positions, installing new bank, line and bus differential relay racks, adding new DFR, replacing 66/12 kV transformer bank, installing a new switchboard protection and control panels with bank and line protection relays, and installing a RTU.

Southern California Edison, Gould Substation 66 kV Circuit Breaker & Bus Differential Addition, CA

Project involved the addition of two 66 kV transformer bank positions and installing new bank and bus differential protection relay rack.

Southern California Edison, New Greenfield 230 kV Campo Verde Gen-Tie Substation, CA

Interconnected to IID and SDG&E for a 150MW photovoltaic generation facility constructed by First Solar.

Southern California Edison, New Greenfield 66 kV Glow Gen-Tie Substation, CA

Interconnected to SCE Antelope and Del Sur Substations, for a 20MW photovoltaic generation facility constructed by Recurrent Energy.

Southern California Edison, New Greenfield 66 kV Wellgen Gen-Tie Substation, CA

Interconnected into SCE Captive-Delano-Mariposa 66 kV Line loop, for a 49MW Natural Gas peaking power plant constructed by Wellhead Electric.

Southern California Edison, Santiago 220 kV Bank Addition, CA

The project included bringing into service a 220/66 kV transformer bank, replacing four 220/66 kV transformer bank protection relays, 220 kV bus differential relays, 220 kV switchyard bus, and 220 kV local breaker failure backup protection relays and installing four new 66KV Line positions and relocating two 66/12KV Banks with underground conductor.

Southern California Edison, Tulare Substation 66/12 kV Transformer Replacement, CA

The project included replacement 2N and 2S transformer banks, upgrade 66 and 12 kV positions and addition of one 12 kV capacitor bank.



Giovanni Gonzalez

Sr. Substation Project Engineer

Giovanni has 15 years of engineering experience in managing and designing multiple engineering projects, and contract design team engineers when performing engineering/design for small and large projects for a California investor owned utility. His projects include Infrastructure Replacement, Distribution Substation Plan, Transmission Substations, and Emergency Installations ranging from distribution voltage levels up to 500 kV substation system voltages. He is experienced supporting, planning, and providing technical recommendations to Substation Control & Maintenance, Test, and Operations throughout the planning and construction of the substation engineering projects.

EDUCATION

Bachelor of Electrical Engineering, California State University, Los Angeles, 1999

Masters of Business Administration, University of Phoenix, 2010

CERTIFICATES

Project Management Certification, University of California, Irvine, 2008

Construction Management Certificate, University of California, Riverside, 2013

INDUSTRY TENURE

15 years

OFFICE LOCATION

Irvine, CA

He has developed project scopes, project schedules, criteria, specifications, short circuit calculations, electrical and physical substation engineering design standard documents, protection relay systems applications, evaluation and procurement of equipment and materials, cost estimates, and performance assessments associated with the planning, design, construction, operation, and maintenance of transmission, and distribution voltage systems.

Giovanni has been responsible for specification, selection, and technical evaluation of electrical equipment for various engineering projects involving (power transformers, circuit breakers, disconnect switches). He has provided technical support to manufacturers on power transformer vendor drawings – electrical nameplate, outline, schematics, and wiring diagrams

Non-HDR RELEVANT EXPERIENCE

220/66kV Substation, CA

Project Engineer responsible for the replacement of a 220/66kV transformer bank, two 220kV positions, and installation of a new control building expansion required to install a new Digital Fault Recorder (DFR).

550/220kV Substation, CA

Project Engineer responsible for replacement of the station's emergency generator, Main Station Light and Power, and Switchboard Panels. Responsible for the installation of the new EMS system.

550/220kV Substation, NV

Project Engineer responsible for the installation of a new 500kV, 436 MVAR Series Capacitor Bank and a new 500kV position.

66/12kV Substation, CA

Project Engineer responsible for the replacement and upgrade of 85% of the existing substation.

Various Substations, CA

Project Engineer responsible for the control building modernization program of various substations. Developed engineering substation specifications for construction. Developed criteria for sizing 500kV and 220kV station's Emergency Generators. Developed Transformer Thermal, and Heat Run Studies for substations from 4 kV to 500 kV system voltages making recommendations and providing solutions.



Timothy Gnibus

Mrkt Sect Leader Prvt Developm

Tim Gnibus has over 25 years of professional experience in preparing environmental documentation pursuant to the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA), for a variety of agencies in southern California. His experience also includes regulatory permitting (e.g., Section 404 Clean Water Act, Coastal Zone Development Permitting), as well as the preparation of a variety of land use and planning documents including General Plans, Housing Elements, Specific Plans, and Master Plans. Mr. Gnibus has been involved in all aspects of planning for both the public and private sectors. Mr. Gnibus has also worked as an extension of staff for several public agencies including the City of Lake Forest, City of San Marcos, County of San Diego, City of Poway, and County of Imperial. In this capacity, he was responsible for processing development applications, environmental review, staff report preparation and presentation to the agency commissions and boards.

EDUCATION

Bachelor of Arts, Social Ecology
(Environmental Health and
Planning), University of CA Irvine,
1989

RELEVANT EXPERIENCE

Engineering Automotive Co, Polo Club at Vista Valley, Bonsall, CA

The project proposes to subdivide the 442-acre property into 165 small and large residential lots using a Planned Residential Development (PRD). The PRD will allow for the protection of large areas of natural open space which will encompass portions of individual residential lots and two separate open space lots. At this time, the project includes only the grading of the residential pads, construction and improvements of necessary roads/utilities, implementation of habitat restoration requirements, and installation of protective open space fencing. Design of individual residential dwellings will be the responsibility of the future lot owners.

HDR was selected to manage the environmental permitting and agency consultation for the Polo Club Project at Vista Valley. This includes preparation of wildlife agency permit applications, negotiations with the agencies, and acquisition of mitigation lands. HDR has also prepared an updated Biological Assessment, revision of the mitigation plans, and focused protocol surveys for the federally threatened California gnatcatcher.

HDR Engineering, Iberdrola - Tule Wind Environmental Services, San Diego, CA

HDR is providing environmental and regulatory support for the proposed 200 MW wind energy project located in eastern San Diego County. Task includes assisting Iberdrola Renewables with the initial regulatory and permitting planning process and facilitating pre-application and project meetings with the Bureau of Land Management, California Public Utilities Commission, and San Diego Gas & Electric. Additionally, HDR prepared preliminary documents such as the Plan of Development and Environmental Approval Plan to address federal, state, and local permits and approvals necessary for the project. HDR is preparing the Major Use Permit for the project and will also prepare a Draft EIR/EIS for the applicant.

North County Transit District, Bridge 243.0

HDR provided the NCTD with final engineering services and a PS& E Bid Package for the strengthening and maintenance of Railroad Bridge (243.0).

San Bernardino Associated Governments, Downtown San Bernardino Passenger Rail Project, San Bernardino, CA

HDR is providing engineering and environmental services. This project extends Metrolink commuter rail service one mile from the San Bernardino Santa Fe Depot on the west side of I-215 to a new multi-modal Transit Center on the east side of I-215 at Rialto Avenue and E Street in downtown San Bernardino.

San Diego Association of Governments, Sorrento to Miramar, San Diego, CA

NON-HDR EXPERIENCE

Bridge 230.6 Regulatory Permitting (NCTD)

Principal-in-Charge for the preparation of regulatory permitting for the Bridge 230.6 replacement project as proposed by the North County Transit District. This project involved the replacement of the existing trestle bridge spanning the Agua Hedionda Lagoon in the City of Carlsbad. Regulatory permits obtained for the project included a California Coastal Commission Federal Coastal Consistency Certification, U.S. Army Corps of Engineers Section 404 permit, and Regional Water Quality Control Board Section 401 Water Quality Certification. NEPA environmental clearance involved preparation of a Categorical Exclusion with supporting technical studies and was processed through the Federal Transit Administration (FTA). This project has been constructed.

Role: Principal-in-Charge

Carlsbad Ranch Specific Plan Amendment Program EIR (LEGOLAND)

Mr. Gnibus served as the Project Manager and primary document preparer of the Carlsbad Ranch Specific Plan Amendment Program EIR. The Specific Plan area encompasses approximately 478 gross acres consisting of 128 acres for LEGOLAND, 29 acres for the Gemological Institute of America campus, 40 acres of R&D Office, a 280-room hotel, a 700-suite destination resort, 27 acres of specialty retail (the Carlsbad Company Stores), 72 acres of golf course, flower fields, and open space. Major environmental issues associated with this project included agricultural resources (the conversion of Prime Farmland and cancellation of Williamson Act contracts), traffic/circulation, cultural resources, visual aesthetics, and hydrology/water quality.

Role: Project Manager

Poinsettia Properties Specific Plan EIR

Project Manager for the preparation of an EIR for a transit-oriented development located in proximity to the Poinsettia coaster (commuter train) station. The proposed development involved 88 acres of land consisting of approximately 1,000 dwelling units and 120,000 square feet of retail and commercial area. This project has been constructed.

Role: Project Manager



Heath Habig

Landscape Architect

Heath Habig has over 18 years of professional experience in the landscape design industry. He has provided design and project management services to a wide range of projects located throughout the United States and abroad including urban malls, resort hotels, golf courses, health and corporate centers, city parks and trails, master planned communities, and private residences. He has extensive project experience throughout the design process including concept design, schematic and design development, construction documentation and administration and has proven abilities to lead production teams. He has been part of large multi-disciplinary international design teams which has required him to travel abroad. This has provided him with a unique appreciation of the importance of both teamwork and integrating landscape architecture within the context of the overall project.

EDUCATION

Bachelor Landscape Architecture,
Landscape Architecture, California
State Polytechnic University,
Pomona, 1996

REGISTRATIONS

Registered Landscape Architect,
California, United States, No. 5028

PROFESSIONAL MEMBERSHIPS

American Society of Landscape
Architects, Southern California
Chapter, 2005-Present

RELEVANT EXPERIENCE

Placer County Dept of Facility Services, Placer County Department of Facility Services, Correctional Facility, Roseville, CA

Landscape Architect. Heath was responsible for completing landscape construction documents and specifications. The site design approached the new Minimum Security and Main Correctional Facility structures as an extension of the County courthouse constructed on the Justice Complex site. Working to achieve LEED Silver certification, the site design utilized California native and adaptive species to limit water use and maintenance while increasing the amount of shade for visitor comfort in entry plaza and parking areas.

Role: Landscape Architect

San Bernardino Associated Governments, Downtown San Bernardino Passenger Rail Project, San Bernardino, CA

Landscape Architect. Heath was responsible for completing landscape construction documents and specifications. The project consisted of new parking lots, entry drives, and passenger loading areas for an existing Metrolink station. New planting and irrigation was implemented in these areas as well as around a new crew house.

Role: Landscape Architect

San Bernardino Associated Governments, San Bernardino Transit Center - Omnitrans Bus Facility, San Bernardino, CA

Landscape Architect. Heath was responsible for completing landscape construction documents, specifications and construction administration. The project consisted of a new transit center, walkways, fountains, and pedestrian plazas. New planting and irrigation was implemented in these areas to help the center achieve LEED Silver certification. HDR provided architectural design for a new 6,400 SF transit building. This project is directly adjacent to the Downtown San Bernardino Passenger Rail Project and the transit center building is the centerpiece of the entire development.

Landscape work included hardscape design, site furnishings, and planting and irrigation design for perimeter areas, parking lots, and station platforms.
Role: Landscape Architect

San Diego Association of Governments, Sorrento to Miramar, San Diego, CA

Landscape Architect. Heath was responsible for completing landscape construction documents and specifications. The project consisted of revegetation planting and irrigating areas directly adjacent to railroad tracks for the Agency. This landscape easement on both sides of the track continued for approximately 1 mile.

Role: Landscape Architect

SLAC National Accelerator Laboratory, SLAC National Accelerator Laboratory, Building 028 - Site Improvements, Menlo Park, CA

Landscape Architect. Heath was responsible for completing landscape construction documents and specifications. The project consisted of planting and irrigation design upgrades to an existing science building on the SLAC campus.

Role: Landscape Architect

USACE, U.S. Army Garrison Humphreys, Hospital & Ambulatory Care Center, KOR

Landscape architect. Heath was responsible for completing landscape irrigation documents and specifications. The project consisted of designing the irrigation system for a roof level garden terrace of a new army hospital. The irrigation design was required to meet strict USACE codes and standards.

Role: Landscape Architect

Apple Valley Reclaimed Water Force Main, Sewer Force Main, and Percolation Basins, Victor Valley Wastewater Reclamation Authority, Apple Valley, CA

Landscape Architect. Heath was responsible for completing landscape construction documents and specifications. The project consisted of 2 water percolation basins connected by a 35' wide channel. Drought tolerant, low-maintenance planting was implemented on both sides of the 1700' channel including around the perimeters of the basins. The design of a pedestrian bridge was also part the landscape scope.

Role: Landscape Architect

Baxter Bioscience, Baxter Pharmaceuticals Campus Master Plan and Research Building, Building 6, Los Angeles, CA

Landscape Architect. Heath was responsible for completing landscape construction documents, specifications, and construction administration. HDR provided architectural design for a new 17,000 SF medical building at the Baxter Los Angeles science campus. The landscape design included planting and irrigation for perimeter areas and planters and hardscape design for pedestrian walkways and driveways.

Role: Landscape Architect



Bruce Largent

Business Class Leader

Bruce is an electrical engineer with 23 years of experience in the areas of design of new transmission substations, existing transmission substation additions, distribution substations, and industrial power systems. His expertise includes relay protection, control, SCADA automation, auxiliary power system design, battery sizing, and power system analysis.

RELEVANT EXPERIENCE

EDUCATION

Bachelor of Science, Electrical Engineering, University of Wyoming, 1995

REGISTRATIONS

Professional Engineer - Electrical, Hawaii, United States, No. 15419 (Rubber Stamp)

Professional Engineer - Electrical, Montana, United States, No. PEL-PE-LIC-28329 (Rubber Stamp)

PROFESSIONAL MEMBERSHIPS

Institute of Electrical and Electronics Engineers (IEEE), PES Substation, D2 (Cable Systems 525), 2014-2015

Institute of Electrical and Electronics Engineers (IEEE), PES Substation, D9 (AC/DC Systems P1818), 2014-2015

Institute of Electrical and Electronics Engineers (IEEE), PES Substation, E7 (Physical Security 1402), 2014-2015

Bonneville Power Administration, Central Ferry 500 kV/230 kV Substation, WA

Project Engineer for the design and construction of the new Central Ferry transmission station. Project included single lines, three line AC schematics, DC schematics, synchronizing schematics, the overall control and protection design. Responsible for the control panel layout design, the control house design and layout, the system DC design including sizing and physical layout, the system AC design for primary and backup systems, and the communication subsystem interface design and layout.

Role: Project Engineer

Calumet Montana Refining, Relay Coordination Study

HDR shall provide relay settings, engineering services, and field support for the Relaying Coordination Study at the client's refinery. This includes the following tasks: Substation Feeder Relay Settings, Eaton CH FP 5000 Relay Settings, TBD Relay Settings, Update the system single line & SKM Model, Original Substation, and Field Testing.

Hawaii Electric Light Co., HELCO Puna Power Plant Auxiliary System Coordination Study, HI

Project Engineer for a coordination study for the Auxiliary Power Systems at their Puna Power Plant. This study contained and discussed the observed auxiliary system components and the associated relay trip settings for faulted condition protection. The study also provided recommended relay trip settings to improve the coordination of the protection for various system components. New relay trip settings for improved coordination were presented as discussion as well as supporting time current curves.

Hawaii Electric Light Co., HELCO Shipman Power Plant Auxiliary System Coordination Study, HI

Project Engineer for a coordination study for the Auxiliary Power Systems at their Shipman Power Plant. This study contained and discussed the observed auxiliary system components and the associated relay trip settings for faulted condition protection. The study also provided recommended relay trip settings to improve the coordination of the protection for various system components. New relay trip settings for improved coordination were presented as discussion as well as supporting time current curves.

Hawaii Electric Light Co., Hill 6 PP Arc Flash Study

Project Engineer for a study which contained and discussed the arc-flash boundary distance and incident energy associated with medium voltage



switchgear bus and rack in/out breakers. The study also provided a detailed report of each bus the study considered, as well as bus labels for each of the switchgear busses with a summary of the flash boundary, incident energy and PPE classifications.

Hawaii Electric Light Co., Kanoelehua Substation Feeder Breaker Arc Flash Study

Project Engineer for a study which contained and discussed the arc-flash boundary distance and incident energy associated with medium voltage switchgear bus and rack in/out breakers. The study also provided a detailed report of each bus the study considered, as well as bus labels for each of the diesel generator switchgear busses with a summary of the flash boundary, incident energy and PPE classifications.

Hawaiian Electric Company, Ford Island Substation, HI

Project Engineer for the design and construction of the new Ford Island sub-transmission station. Project included three line, line differential control and protection design. Responsible for the four transformer parallelizing control design, the control house design and layout, the system DC design including sizing and physical layout, the system AC design for primary and backup systems, and the communication subsystem design and layout.

Hawaiian Electric Company, Kuahua Substation, HI

Project Engineer for the design and construction of the new Kuahua sub-transmission station. Project included three line, line differential control and protection design. Responsible for the control house integration with indoor switchgear, the system DC design including sizing and physical layout, the system AC design for primary and backup systems, and the communication subsystem design and layout.

Hawaiian Electric Company, Mamala Substation, HI

Project Engineer for the design and construction of the new Mamala sub-transmission station. Project included three line, line differential control and protection design. Responsible for the communication subsystem design and layout, and the outdoor control panel design and layout.

Maui Electric Co. Ltd., Kahului, Waiinu, Wailuku Fiber Optic Project

Project Engineer for the design of the fiber termination and communication equipment installation. HDR provided communications engineering and drafting services for the fiber communications termination equipment required at the Kahului Base Yard, Waiinu and Wailuku Substations. 23kV steel pole line from the Kahului Base Yard to the Waiinu Substation.

Maui Electric Co. Ltd., Waiehu Substation Switchgear Addition

Project Engineer for the replacement design of the existing outdoor reclosers with the addition of a new metalclad switchgear to the existing transformer and addition of a new battery cabinet at the Waiehu Substation. Work consisted of the Electrical Physical Design including revising the Plan, Elevations, Electrical Details, Grounding Plan, Grounding Details and Material Lists. Electrical Control Design includes revising the Single Line, Switchgear and Transformer Control, Wiring and Connection drawings for the new switchgear as well as retrofit of the transformer for a new PLC to connect to the new switchgear Orion, and interconnection with the new battery cabinet.



Clint Meyer

Senior Environmental Planner

Clint Meyer has over 15 years of professional experience in preparing environmental documentation pursuant to the National Environmental Policy Act (NEPA) and California Environmental Quality Act (CEQA) for a variety of public and private entities throughout California. He brings a diverse technical background in the environmental sciences and has extensive project experience in land use planning, environmental review for linear infrastructure, resource management, and regulatory permitting under the Clean Water Act, Endangered Species Act, and National Historic Preservation Act. Clint has demonstrated success in delivering environmental documentation and regulatory permits for large, complex projects that include controversy and organized project opposition. Clint's project experience, creativity, and broad technical background provide him with the skill set necessary to deliver projects both cost-effectively and on schedule.

EDUCATION

Certificate, Geographic Information Systems, California State U Humboldt, 2000

Bachelor of Science, Environmental Planning (B. S., Natural Resources Planning), California State U Humboldt, 2000

Certificate, Environmental Policy, California State U Humboldt, 1999

REGISTRATIONS

AICP - American Institute of Certified Planners, California, United States, No. 025921

PROFESSIONAL MEMBERSHIPS

American Planning Association, Orange County, Member, 2012-2013

RELEVANT EXPERIENCE

Central Federal Lands Hwy. Division, Task 13: Central Federal Lands Highway Division (CFLHD) Federal Lands Access Program (FLAP), CA

Clint served as the environmental technical lead for the preparation of Project Delivery Plans for three rural roadway projects in Inyo, Mono, and Tuolumne Counties, CA, eligible for California Access Program funds. He developed the scoping report and environmental clearance scope of work for all three projects within a month to enable for the awarding of grant funding. HDR provided project development planning (scoping), and project management services towards delivery of a Project Delivery Plan (PDP) for the Federal Highway Administration, Central Federal Lands Highway Division (CFLHD) for proposed improvements to three (3) projects within the State of California as part of the Federal Lands Access Program (FLAP): Whitney Portal Road, Evergreen Road, and Convict Lake Road.

Role: Environmental Task Lead

County of Kern, McKittrick Class II Landfill Expansion (PP12237) EIR, CA

Clint served as the lead technical analyst for preparation of the McKittrick Class II Landfill Expansion EIR. This project involves an increase to the overall waste disposal capacity and daily capacity limit, which involves the expansion of the existing landfill area, reconfiguration of the permit waste disposal boundary, increase in permitted height, and reconfiguration of various components of the landfill operations and facilities. Key environmental issues are hazards and hazardous materials, air quality and greenhouse gas emissions, water quality/hydrology, and biological resources.

Role: Deputy Project Manager

Hatch Mott MacDonald, Mitigation Monitoring and Reporting Services for Downtown San Bernardino Passenger Rail Project (DSBPRP) and San Bernardino Transit Center (SBTC), San Bernardino, CA

Clint is managing the environmental mitigation compliance program for SANBAG's Downtown San Bernardino Passenger Rail and San Bernardino Transit Center Projects. Major activities include review of and documentation of the construction contractor's submittals, preparing monthly and quarterly compliance reports, and coordinating the overall environmental compliance effort prior to, during, and following construction, including the mobilization of specialty monitors and supporting the implementation and adoption of quiet zones and other noise mitigation measures.

Role: Project Manager

Imperial County, Iris Cluster Solar Farms Project EIR, CA

Clint is providing QA/QC and technical management support for an EIR analyzing four Conditional Use Permits (CUPs) that would allow the development and operation of four utility scale photovoltaic (PV) or concentrated photovoltaic (CPV) energy facilities on a series of properties in south-central Imperial County. Major issues considered include the conversion of prime farmland and Williamson Act contracted lands and future restoration of the collective project sites.

Role: Environmental Task Lead

Imperial County, Mount Signal Solar Farm EIR, CA

Clint provided technical and management support for the preparation of an EIR for a 2,500 acre solar farm in southern Imperial County. This included developing the approach to analysis and methodology for considering each of the individual project components. Major issues considered include visual changes to the landscape as a result of the conversion of agricultural uses to solar generating facilities, glare and land use compatibility effects to the adjacent Calexico International Airport, and the conversion of over 2,000 acres of farmland of local importance to non-agricultural use.

Role: Deputy Project Manager

MCP Ventures, LLC, Marian Catholic Property Residential Project EIR, San Diego, CA

Clint provided technical oversight and management support for the preparation of an EIR for an infill project which includes the construction of up to 84 homes units and 91 commons units on 11.2 acres (net residential acreage). Major issues addressed in the EIR include the required General Plan and Community Plan Amendments, rezoning of the site from RS-1-7 to RM-1-2, and impacts related to traffic and air quality.

Role: Technical Advisor

Plains Marketing, L.P., Plains All-American, Bakersfield Crude Terminal Technical Support Services, CA

Clint is providing technical support and managerial oversight for multiple technical support services for Plains All American's Bakersfield Crude Terminal Project. Clint has overseen the provision of geotechnical services, floodplain encroachment analysis, and approval of an at-grade crossing through the CPUC to facilitate the site's connection to the Sunset Railroad.

Role: Project Manager



Lee Felter, PE

Telecommunications Expert / Substation Automation Expert

Lee Felter has more than ten years of experience as a substation engineer, working on and leading many different projects. He has experience with a variety of power systems such as SEL relays, RTU/Communications processors GE-D200, GE-D20, Novatech, and Monaghan, and others, is well versed in telecommunication, including channel Banks (Ametek Broadband Focus/Focus, RFL EXMUX-3500, LOOP AM3440), SONET (GE-Junglemux), ethernet networking equipment (Ciena Carrier Ethernet 3916/3930/3931/3932/5140/5142, SEL-2730M, Ruggedcom RX-1500/1501/2100) and network architecture design. He also has knowledge of design systems, such including MATLAB and AutoCad.

EDUCATION

Bachelors of Science in Electrical Engineering Technology, Pennsylvania State University, The Behrend College of Engineering 2004

REGISTRATIONS

Professional Engineer, Pennsylvania, United States, No. 76962

Carrier Ethernet Associate Certification, CE-A (2014)

Carrier Ethernet Professional Certification, CE-P (2014)

RELEVANT EXPERIENCE

NON-HDR EXPERIENCE

Xcel Energy, MN

As the Substation Communication Engineering Principal Engineer, Lee developed infrastructure planning criteria, methodology, and architecture requirements for Xcel Energy's five year fiber optic build out plan. The total optical cable added to the system among all three operating areas is 1072 miles, totaling over \$100M in capital improvements to the transmission system. The build leverages existing infrastructure and is ordered such that it improves system reliability in a logically stepped construction sequence. Selected fiber paths target facilities which have the greatest economic impact (cost savings due to value added services delivered by fiber), technical need, plants, service centers, and corporate offices.

Developed criteria, test plans, and executed testing to prove that Carrier Ethernet used to transport legacy TDM circuits utilizing Ethernet channel banks is a viable technology to replace SONET as the networking technology of choice for protective relaying requirements associated with Xcel Energy's fiber optic build out. This will be an industry leading installation and introduction to utilities accepting private packet based networking as an acceptable alternative to traditional TDM circuits. The Carrier Ethernet outperforms SONET in failover times and latency in lab testing. This will carry over to real world installations and improve the reliability of the power system.

1Tech Engineering, MN

As a Substation Engineer, Lee was a key technical resource in developing the methodology to display secondary rating limitations on one line diagrams, and contributed technical input on control standards. He developed scope, schedule and cost documents by coordinating feedback from diverse resources; metering and relaying diagrams; and markup schematics and check drawings per project requirements. Lee was responsible for evaluating material bid packages, development and program configurable protection and control devices, and support field forces during construction and commissioning of capital projects.

American Electrical Testing Company, IN

Lee worked as the Midwest Regional Manager, responsible for customer relations, sales, and resource and project management. He developed work proposals, test plans, data analysis and writing test reports, and technical training

Ocean Power Technologies , NJ

As an Electrical Engineer, Lee designed remote data gathering and control, communications architecture for large scale device connectivity, and conducted simulated wave testing using National Instruments cRIO based controls and LabView. He also created engineering drawings using AutoCad.

PPL Electric Utilities, PA

As a Support Engineer, Lee designed new and retrofit control systems including legacy electromechanical devices, up to modern systems utilizing PLCs and microprocessor relays. He was responsible for accurate cost and schedule estimates and in-house consulting. His technical specialties include capacitor bank control and protection, power line carrier, circuit breakers, communications processors, and network based control systems, risk assessment, writing engineering instructions, and new employee technical training.

As a Senior Engineer, Lee was the leading contributor on a team that developed four of PPL Electric Utilities' IEC61850 protocol based substation control systems. The project team's duties included conceptualization, software development, engineering drawing creation, documentation, full scale lab testing, and field support.

RELEVANT EXPERIENCE / EQUIPMENT / DESIGN TOOLS

- Channel Banks: Ametek Broadband Focus/Focus, RFL EXMUX-3500, LOOP AM3440
- Ethernet Networking Equipment: Ciena Carrier Ethernet 3916/3930/3931/3932/5140/5142, SEL-2730M, Ruggedcom RX-1500/1501/2100, BTI Telecom
- SONET: GE-Junglemux
- Traffic generators, Network Analyzers
- Layer 2: STP, RSTP, MSTP, PBB-TE, ITUT G.8032v2, SynchE, QinQ, CoS
- Network architecture design
- Power Line Carrier: ABB – ETL
- RTU/Communications processors: GE-D200, GE-D20, Novatech, Monaghan
- PLCs: Modicon Quantum/Compact/M340/Magelis
- SEL Relays: 421, 451, 351, 311, 587, 487, 411L, 2440, 2411
- GE UR Relays: D60, T60, B30, C30
- Audio Tone Pilot Channel: RFL-9745, ABB NSD570
- IEC 61131 compliant PLC programming languages
- VB.NET, VB 6



Sharyn Del Rosario

Environmental Planner

Sharyn Del Rosario has six years of professional experience in environmental planning. As an environmental planner, Sharyn's experience includes the preparation and coordination of environmental documentation pursuant to the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) including environmental impact reports, mitigated negative declarations, exemptions, environmental assessments, finding of no significant impacts, and decision records.

EDUCATION

Bachelor of Arts, Geography, San Diego State University, 2008

RELEVANT EXPERIENCE

8minutenergy Renewables, LLC, Beacon Photovoltaic Solar Project EIR Addendum (Springbok and Oryx Solar Farms), CA

Environmental Planner. Sharyn was the primary environmental planner for preparation of the CEQA EIR Addendum to the Beacon PV Project EIR to include two additional PV solar projects, Springbok and Oryx. The Beacon Photovoltaic Project EIR evaluated a 250 MW solar PV development project and a three mile transmission line connecting to the nearby Barren Ridge Substation. The original project area is 2,298 acres, which was increased by 1,296 acres. Key environmental issues associated with this project include aesthetics/visual quality, biological resources, and cultural resources.

Role: Environmental Planner

Calexico Solar Farm IA and IB Projects EIR Addendum, County of Imperial, CA

Environmental Planner. Sharyn was the primary environmental planner for preparation of the CEQA EIR Addendum to the previously certified Mount Signal and Calexico Solar Farms Project EIR to address the potential impacts associated with the Calexico IA and IB utility-scale Concentrated Photovoltaic (CPV) solar projects. The CEQA EIR Addendum was prepared to analyze the potential impacts of CPV development, with height of 30 feet, as compared to that analyzed in the certified EIR which assumed PV panels at a height up to 15 feet. The CEQA Addendum was approved by the County of Imperial Board of Supervisors in May 2013.

Role: Environmental Planner

City of Oceanside, San Luis Rey Wastewater Treatment Plant Solar Project

Environmental Planner. Sharyn served as environmental planner for the preparation of the San Luis Rey Wastewater Treatment Plant Solar Project IS/ND for the City of Oceanside. The proposed project is the development of a small solar facility on currently vacant land located immediately south of the San Luis Rey Wastewater Treatment Plant. The solar generating facility is intended to power the existing wastewater treatment plant.

Role: Environmental Planner

Imperial County, Mount Signal Solar Farm EIR, CA

Environmental Planner. Sharyn served as environmental planner for the preparation of the Mount Signal and Calexico Solar Farm Projects EIR for

the County of Imperial. The project area encompasses a total of 4,228 acres of land within the southern portion of the County. The project would involve the construction and operation of a 800-1000 Megawatt Solar Energy Facility, consisting of photovoltaic solar arrays, transmission lines, and ancillary uses including electrical substations, operations and maintenance buildings, and water quality control basins. Key environmental issues associated with this project include agricultural conversion, biological resources, and public services.

Role: Environmental Planner

MCP Ventures, LLC, Marian Catholic Property Residential Project EIR, San Diego, CA

Environmental Planner. Sharyn was the primary environmental planner for preparation of the Marian Catholic Property Residential Project EIR for the City of San Diego. The proposed project involves the demolition of the existing buildings on the 18-acre project site to develop 175 single family dwelling units, landscaping, private parkways, and supporting infrastructure. The project involves an amendment to the City of San Diego General Plan and Otay Mesa-Nestor Community Plan, zone change, tentative map, and a Planned Development Permit.

Role: Environmental Planner

San Bernardino Associated Governments, Downtown San Bernardino Passenger Rail Project, San Bernardino, CA

Environmental Planner. HDR is providing engineering and environmental services. This project extends Metrolink commuter rail service one mile from the San Bernardino Santa Fe Depot on the west side of I-215 to a new multi-modal Transit Center on the east side of I-215 at Rialto Avenue and E Street in downtown San Bernardino.

Role: Environmental Planner

San Bernardino Associated Governments, San Bernardino Transit Center - Omnitrans Bus Facility, San Bernardino, CA

HDR is master planning the site and designing the leading-edge LEED "Gold" San Bernardino Transit Center - a 7,000-SF building and open space to realize an expedited and concurrent opening with new Metrolink service and sBX BRT.

Role: Environmental Planner

San Bernardino Association of Governments, Redlands Passenger Rail Project, San Bernardino County, CA

Environmental Planner. Sharyn assisted with the preparation of the Redlands Passenger Rail Project EIS/EIR. The project proposes the introduction of passenger rail service between the City of San Bernardino and the City of Redlands in San Bernardino County. Key environmental issues associated with the project include air quality, greenhouse gas, noise, hydrology, water quality, and hazardous materials documented within the project corridor. The project is scheduled to be completed and operational by 2018.

Role: Environmental Planner



Luisito Anarna

Substation Project Engineer

Luisito is a skilled electrical engineer with over 25 years of experience primarily in industrial and high voltage utility substations. He is skilled in the preparation of electrical schematic, relay rack elevation, wiring diagram design of substation projects up to 220kV.

RELEVANT EXPERIENCE

EDUCATION

Bachelor of Science in Electrical Engineering, Far Eastern University, Institute of Technology (Manila, Philippines)

INDUSTRY TENURE

25 Years

Substation Project Engineer, HDR, Irvine, CA.

Develops design options or recommendations, assists in the preparation of cost estimates, specifications or design drawings for Electrical related to substations.

220kV San Onofre Nuclear Generating Station; Southern California Edison, CA

Project engineer responsible for the development of elementary diagram, interconnection diagrams, wiring diagrams, and bill of materials. The scope of the project included the electrical design associated with removing the connections to (3) nuclear generating transformer units as well as upgrades associated with the station light and power and all protective relaying. The scope of HDR's involvement included the addition of (2) 220kV positions, (2) 220/12kV, 10/14MVA transformers, a 7-position 12kV switchgear, (2) 12kV/480V transformers, and a new 53'x24' control building. HDR's scope of work also included the removal of all protective relaying panels and the addition of (30) relay racks, annunciators, RTU, DFR, CAISO metering, and DC/AC system.

NON-HDR EXPERIENCE

Lead Electrical Design Engineer, Mesa Associate and Consulting Engineers, Pomona CA.

Completed 12KV through 220KV Electrical design drawings and bill of materials in accordance with SCE standards and practices. Created and develop new one line diagram, schematic diagram, wiring diagrams ,relay rack elevations & details, mechanical electrical and equipment room (MEER building), AC-DC single line diagram, coordinate and finalize design effort for electrical circuits, components for the following substations.

1. Victor Substation
2. Etiwanda Substation
3. Vista Substation
4. Winhub Substation
5. Lewis Substation
6. Neenach Substation
7. Ellis Substation
8. Vista Substation
9. Ivanpah Substation
10. Vincent Substation
11. Atwood Substation
12. Alessandro Substation



13. Somerset Substation
14. Moraga Substation

Electrical Design Engineer, Everest Technical Consulting Engineers, El Monte CA.

Completed 12KV through 220KV Electrical design drawings and bill of materials in accordance with SCE standards and practices. Created and develop new wiring diagrams, relay rack elevations & details, mechanical electrical and equipment room (MEER building) AC-DC single line diagram, coordinate and finalize design effort for electrical circuits, components for the following substations:

1. Cardiff Substation
2. Victor Substation
3. Rector Substation
4. Pebbly Beach Substation
5. La Canada Substation
6. Tipton Substation
7. Corona Substation
8. Big Creek 1, 2, 3 4 & 8 generating station.

Electrical Engineer, EPS facility services, Glendora CA.

Design, plan and prepare specification, engineering economics and cost analysis. Conduct study and prepare reports concerning electrical production, supply and load growth by collecting and analyzing data. Provide technical direction in the licensing, design, construction, maintenance and operation of a wide variety of electrical systems and equipment. Assist as a technical expert and prepare reports on the inspection of all electrical equipment. Direct and check quality control and quality assurance activities to e conformity with specification, engineering standards and various local state and federal codes. Perform research and testing of instrument, protective relay equipment, meter, transformer and other electrical equipment or systems and design needed for modification of such equipment.

Electrical Engineer / Maintenance Manager, ASP Company Limited, Nairobi, Kenya East Africa

Plan and design layout of all electrical equipment and prepare high voltage sizing and high voltage switchgear as per international standard. Maintain all electrical drawing using Auto Cad design for easy reviewing and modification purposes. Provide technical assistance to maintenance supervisors, planners and craftsman in the form of specific, technical data on machinery configuration and performance and provide technical assistance for electrician in the installation and modification of electrical equipment. Participate and provide technical support for the implementation of planned and preventive maintenance with the assigned areas to improved availability of production. Design and develop of plans for electrical systems for construction, maintenance or repair projects associated with the facility operation. Creating, reviewing, coordinating and approving electrical engineering activities for facilities needs and design projects. Evaluate and maintain proper functioning of electrical and electronics control system such as all electronics welding machines and electronics pipe protection equipment.



Richard Malia

Project Engineer

Mr. Malia has engineering design experience involving commercial, industrial and residential projects. He is experienced in grading design using ACAD Civil 3D software. He has experience in site development including water, wastewater and sewer utility design.

RELEVANT EXPERIENCE

EDUCATION

Bachelor of Civil Engineering, Civil Engineering, University of Nebraska at Lincoln, 2007

Invenergy LLC, 230kV Meadow Grove Substation, NE

HDR provided project management and engineering design services for the 230kV Meadow Grove substation. This project is a 5-position breaker and a half substation with three line positions. The design included site civil, structural, and electrical design as well as writing specifications for equipment, bid award, and construction subcontractor interface.

Mountrail - Williams Electric Coop, Osborn Substation, ND

The Osborn Substation was built out in full as a 4-position ring bus substation with one (1) distribution transformer. The transformer bank initially feeds four (4) 25kV recloser bays and was designed for one (1) future 25kV recloser bay. Required major equipment includes four (4) 115kV breakers and one (1) 115-24.947/14.4kV 15/20/25 MVA transformer.

Mountrail - Williams Electric Coop, Pleasant Valley Switchyard, ND

Pleasant Valley Switchyard is a four position ring bus switchyard with all line positions installed. Line exits include Neset (north), Pleasant Valley Substation (west), Enbridge Load) (south), and Belden Substation (east). Required major equipment includes four 115kV breakers.

NON-HDR EXPERIENCE

4th Avenue Gateway Center, CO

CPC properties purchased undeveloped property to design a two story commercial business park. Design included grading and drainage for parking lots, water quality ponds, storm piping, water lines, burial of overhead utilities and dedication of additional right of way to improve existing traffic conditions.

Role: Project Engineer

Centennial Airport Master Infrastructure, CO

Project engineer to assist in the design of 60 acres of development at Centennial Airport. The master infrastructure design included roadway design, runway taxi-lane design, drainage, grading, fire access, and landscape criteria.

XJET Club at Centennial Airport, CO

Project engineer for the XJET facility which consisted of three aircraft hangars a two story restaurant/clubhouse building and support space for club and flight operations. Designs included grading and drainage for parking lots, aircraft ramp, water quality ponds, storm piping, water and fire lines, and sanitary connections.



Norman Stout, PE

Construction Management/Inspection

Norm is a high functioning Resident/Senior Engineer with a deep resume in Power Plant Project Management, Construction Management, Field Engineering, and General Oversight. Norm's career began in Colorado where he worked on numerous plants throughout the state functioning in a variety of roles. Most recently his career has taken him to California where he has continued to manage and oversee a wide variety of power plant projects.

EDUCATION

Colorado State University
Bachelor of Science, Engineering
and the Physical Sciences

REGISTRATIONS

Professional Engineer
Colorado No. 12155
Issued: 11/1/2013
Expires: 10/31/2015

PROFESSIONAL AFFILIATIONS

National Society of Professional
Engineers

California Society of Professional
Engineers

Industry Tenure

30 Years

RELEVANT EXPERIENCE

DCO Energy, Olinda-Broadrock Landfill, CA, CA.

Senior Engineer and Construction Manager, responsible for 66 kV substation for new green energy plant; design reviews, construction inspection, quality control and regulatory compliance.

City of Riverside, Riverside Energy Resource Center, CA

Senior Engineer, Project Construction Consultant, Owner's Site Engineer, Performed; Power Plant; Engineering Design Reviews, Construction Inspection, Environmental Compliance (CEQA), Security System and Quality Control Services for two (2) new 49 MW Gas Powered Turbine Generation, Units 3 & 4.

City of Riverside, Riverside Energy Resource Center, CA.

Senior Engineer, Construction Manager Consultant, Owner's Site Engineer, Performed; Power Plant; Engineering Design Reviews, Construction Inspection, Environmental Compliance (CEQA), Security System and Quality Control Services for two (2) new 49 MW Gas Powered Turbine Generation, Units 1 & 2.

City of Riverside, Springs Generation Station CA. Senior Engineer, Project Construction Consultant, Owners Site Engineer; Performed Power Plant Engineering Design Reviews, Construction Inspection, Environmental Compliance (CEQA) and Quality Control Services for four (4) new 10 MW Gas Powered Turbine Generation Units.

Duke Energy, Moss Landing Power Plant CA. Project Manager, - Managed major controls upgrade project for Units 6 & 7, (750 MW each) Moss Landing Power Plant. Project included new central Energy Management Center and complete upgrade of plant controls.



Ingrid Eich

Senior Biologist

Ms. Eich has 12 years of industry experience specializing in biological / regulatory arenas. Ms. Eich has vast experience in conducting impact analysis and completing appropriate documentation for purposes of Western Riverside Multiple Species Habitat Conservation Plan (MSHCP), California Environmental Quality Act (CEQA), National Environmental Policy Act (NEPA), Section 1602 of the California Department of Fish and Game Code, Sections 401 and 404 of the Clean Water Act, the Porter-Cologne Act and the Endangered Species Act. She is also an experienced teacher and has conducted presentations for the Southern California Academy of Science and the Wildlife Society.

EDUCATION

Master of Science, Environmental Studies, California State Un Fullerton, 2003

Bachelor of Science, Environmental Biology/Ecology, University of CA Irvine, 1993

RELEVANT EXPERIENCE

Callaway Golf, Callaway Golf Monitoring, Carlsbad, CA

HDR coordinated permitting with the US Fish Wildlife Service, California Fish and Game, and the City of Carlsbad under the Habitat Management Plan. Plans included equivalency findings, revegetation programs, landscape plans and specifications, and monitoring plan. HDR was also responsible for construction monitoring including acoustical, California gnatcatcher and raptor issues.

City of Calexico, Towncenter MND Addendum, Calexico, CA

HDR is preparing and MND Addendum, biological resources report and cultural resources report in support of utility and roadway improvements for the Towncenter Industrial Park. In 2007, the City adopted an MND for the project. Subsequent to that approval, the City decided to make additional offsite improvements for the project. HDR is reviewing this additional offsite area and is preparing the CEQA documentation. This is a time-sensitive project due to funding requirements and HDR is completing this effort on an expedited timeframe.

City of San Diego Contract Services Div, Florida Canyon Drainage and Erosion Improvements Project, San Diego, CA

An existing storm drain conveying flows from the San Diego Zoo parking lot to Florida Canyon failed at several locations along the Canyon slope causing significant erosion in a highly environmentally sensitive area. The erosion also threatened a large water main and Park Boulevard. The scope of work of this on-going project involves preparation of a drainage analysis, improvement plans, environmental permitting, biological assessment, and construction monitoring. This project proposes to analyze the existing drainage conditions and construct stormdrain improvements that will adequately convey flows to Florida Canyon. Additionally, the project proposes to remediate erosion that has occurred as a result of the storm drain failure. A Water Quality Technical Report (WQTR), Drainage Study, Geotechnical Report, Revegetation Plan, Landscape Plan, and Irrigation Plan will be completed.

City of San Marcos Planning Division, Borden Road and Bridge Project,

San Marcos, CA

HDR had been contracted by the City of San Marcos to assist with the permitting of Borden Road bridge over a tributary to San Marcos Creek. HDR prepared the regulatory agency permit applications in addition to a Habitat Mitigation and Monitoring Plan.

Element Power US, LLC, High Desert Solar Project, Kern City, CA

HDR is providing technical support to a major renewable energy client for a proposed 200-acre solar project, requiring a conditional use permit (CUP), in the Mojave area of Kern County, California. HDR is providing all of the environmental technical studies required for CEQA environmental review including biological resources (general biological survey, Mojave ground squirrel focused surveys, desert tortoise focused surveys, burrowing owl focused surveys, rare plant surveys and wetland delineation), cultural resources, hydrology and water quality, geology and soils, air quality, and traffic. Additionally, HDR is managing the CUP process and biological permitting.

Engineering Automotive Co, Polo Club at Vista Valley, Bonsall, CA

The project proposes to subdivide the 442-acre property into 165 small and large residential lots using a Planned Residential Development (PRD). The PRD will allow for the protection of large areas of natural open space which will encompass portions of individual residential lots and two separate open space lots. At this time, the project includes only the grading of the residential pads, construction and improvements of necessary roads/utilities, implementation of habitat restoration requirements, and installation of protective open space fencing. Design of individual residential dwellings will be the responsibility of the future lot owners.

HDR was selected to manage the environmental permitting and agency consultation for the Polo Club Project at Vista Valley. This includes preparation of wildlife agency permit applications, negotiations with the agencies, and acquisition of mitigation lands. HDR has also prepared an updated Biological Assessment, revision of the mitigation plans, and focused protocol surveys for the federally threatened California gnatcatcher.

Role: Senior Biologist

HDR Engineering, City of Highland 3rd & 5th Improvements, Highland, CA

See CON0043345 for project write-up. This contract is an internal sub contract in which the San Diego office staff is assisting with the main contract/project.

North County Transit District, Bridge Replacement Program On-Call, San Diego, CA

HDR is replacing nine single-track, timber trestle rail bridges on the San Diego Northern Railway (SDNR). Creative constructability solutions are required to implement the replacement of the bridges without disruptions to rail service on this busy corridor. HDR is providing rail, structural, civil, environmental, geotechnical, and rail modeling services to complete the preliminary engineering, environmental permitting, and final design (PS&E) phases.



Wayne Glenny

Cultural Resources Lead

Mr. Glenny has over 15 years of experience in cultural resource management. He has successfully conducted various field research and managed projects reviewed under guidelines of the California Environmental Quality Act (CEQA) as well as those specified in Section 106 of the National Historic Preservation Act (NHPA) and the National Heritage Resources Act (NHRA) of South Africa. Specific duties include archival research, field preparation, research design development, proposal and budget development, project design and management, staff management, eligibility determinations, direction of projects for federal clients, utility companies and state agencies, field evaluations, survey and excavations, and report writing in a wide range of regulatory and geographic settings. Mitigation program duties include archaeological data recovery and historic data recovery. Mr. Glenny's training is in biological anthropology and his specialized skills include human osteology, primate/human evolution, and faunal analysis; isotopic, lithic, and ceramic analyses; and archaeological resource identification. Mr. Glenny has complemented his work by publishing the results of his research in regional forums; presenting papers at academic conferences; and participating in a number of public outreach efforts relating to cultural resources in South Africa.

EDUCATION

Master of Science, Biological Anthropology (Anthropology and Archaeology), University of the Witwatersrand, South Africa, 2005

Bachelor of Arts, Anthropology (Anthropology and Archaeology), University of Cape Town, South Africa, 2003

REGISTRATIONS

Register of Professional Archaeologists, (RPA)

OSHA 30 Hour Construction Safety, California, United States, No. 34-600744012

Pilot License, Rotorcraft – Helicopter, California, United States, No. 3557787

Commercial Diver Class IV

PROFESSIONAL MEMBERSHIPS

South African Archaeological Society

Society for California Archaeology

Association of Southern African Professional Archaeologists

INDUSTRY TENURE

15 years

HDR TENURE

0 years

OFFICE LOCATION

San Diego, CA

PUBLICATIONS

Report on the Micromammal Assemblage Analysis from Sibudu Cave, KwaZulu-Natal. South African

RELEVANT EXPERIENCE

Sempra Energy/SDG&E, On-Call Cultural Resources, San Diego and Imperial Counties, California. 2012-2015. Senior Archaeologist. Supported SDG&E for new construction, on-going maintenance, and repair projects by conducting cultural resources inventories and services for numerous projects throughout San Diego and Imperial counties on both private and public lands. Coordinated with other cultural resources staff, clients and other subcontractors to implement, organize and complete these projects.

NAVFAC SW, Archaeological Monitoring to Support the P-1019 Project MCB Camp Pendleton, San Diego County, California. 2012-2014. Project Manager/Senior Archaeologist. Provided monitoring and field support for the P-1019 project on Camp Pendleton. Responsibilities included contract and budget management, monitoring coordination for both archaeology and native monitoring, and quality assurance for project and technical report review.

NAVFAC SW, Archaeological Monitoring to Support the Lake O'Neil Project, MCB Camp Pendleton, San Diego County, California. 2012-2014. Project Manager/Senior Archaeologist/Native American Liaison. Provided monitoring and field support for the Lake O'Neil project on Camp Pendleton. Responsibilities included contract and budget management, monitoring coordination for both archaeology and native monitoring, and quality assurance for project and technical report review.

NAVFAC SW, Archaeological Testing and Mitigation of Numerous

Humanities 18:279-288, 2006
 Pacifist and Fascist views of World War I: A Comparative Study of 'All Quiet on the Western Front' and 'The Storm of Steel'. Historical Approaches Vol: 1: 71-82, 2002

Results of M.Sc. research, SASQUA Conference, 2007

Poster presentation of Honors project, SAA Conference, 2003

Archaeological Sites in Support of the Basewide Infrastructure Project, MCB Camp Pendleton, San Diego County, California. 2013-2015. Co-Project Manager/Senior Archaeologist/Field Director for long-term excavations of numerous sites as part of the P-1043 project on Camp Pendleton. Responsibilities included project management, field excavations, laboratory analysis, and preparation of report and treatment plan.

NAVFAC SW, Archaeological Testing and Mitigation of the P-1043 Project, MCB Camp Pendleton, San Diego County, California. 2010-2013. Co-Project Manager/Senior Archaeologist/Field Director/Native American Liaison for cultural excavations on Guacamole Road and STP 11. Responsibilities included project and budget development, project management, work plans/research design, field excavations, preparation of final report, and recommendations for site protection and National Register eligibility.

NAVFAC SW, Archaeological Testing and Mitigation of the Piedra de Lumbre Quarry Site, MCB Camp Pendleton, San Diego County, California. 2011. Co-Project Manager responsibilities included budget management, field coordination, work plans/research design, field excavations, preparation of final report, and recommendations for site protection.

NAVFAC SW, Archaeological Testing and Mitigation of Archaeological Sites in the San Mateo/Ysidora Basin, MCB Camp Pendleton, San Diego County, California. 2011. Co-Project Manager/Senior Archaeologist responsibilities included budget management, field coordination, work plans, field excavations, and preparation of final report.

Confidential Project, Blythe, Riverside County, California. 2011. Senior Archaeologist/Field Director/Native American Liaison for cultural survey and excavation of cultural sites in an area west of Blythe for proposed solar farm. Responsibilities included field support, staffing and travel logistics, coordination of both archaeological crew and native monitors, coordination with California Energy Commission (CEC), and excavation of cultural resources.

NAVFAC SW, Survey and Archaeological Testing in Support of 3P EIS Project, MCB Camp Pendleton, San Diego County, California. 2010. Co-Project Manager/Senior Archaeologist/Field Director for a long-term, multi-phase cultural survey and excavation of numerous sites on Camp Pendleton in support of 3P EIS Project. Responsibilities included field support, staffing and travel logistics, coordination of archaeological crew and native monitors, excavation, evaluation and laboratory analysis, and final report.

Topanga Library, Topanga, Los Angeles County, California. 2010. Staff Archaeologist/Field Director for the excavation of a single site in Topanga Canyon. Responsibilities included field support, staffing and travel logistics, coordination of archaeological crew and native monitors, excavation, and technical document review.

NAVFAC SW, Survey and Archaeological Testing in Support of Grow the Force Project, MCB Camp Pendleton, San Diego County, California. 2009-2010. Co-Project Manager/Senior Archaeologist/Field Director for a long-term, multi-phase cultural survey and excavation of numerous sites on Camp Pendleton in support of Grow the Force Project. Responsibilities included field support, staffing and travel logistics, coordination of archaeological crew and native monitors, excavation, evaluation and laboratory analysis, and final report.



Chariti Zlateff

Project Engineer

Chariti has eight years of experience as a civil engineer on a variety of planning and design projects in the Western United States. Her experience leading projects includes commercial development, stormwater management, water system utility planning, and hydraulic analysis for municipalities, and has successfully developed and implemented an action plan to assess quality control for large-scale hydraulic models to provide a more efficient analysis. Chariti also has experience in traffic engineering, field inspection, utility pipeline design, and stormwater mitigation for private, international building codes, and public developments. In addition, she has completed projects that have traffic rights-of-way permitting and trip generation analysis.

EDUCATION

Bachelor of Civil Engineering, Civil Engineering, University of Nevada Las Vegas, 2006

REGISTRATIONS

Professional Engineer - Civil, Nevada, United States, No. 021433

Professional Engineer - Civil, Washington, United States, No. 50755

PROFESSIONAL MEMBERSHIPS

American Society of Civil Engineers (ASCE), Inland Northwest, 2013-2014

RELEVANT EXPERIENCE

NON-HDR EXPERIENCE

Big Bend Water District, Casino Drive 750 Zone Pipeline, Laughlin, NV

This project consisted of adding 2,400 linear feet of 42-inch pipeline along to the existing system to alleviate low pressures at a high point in Casino Drive. Addition of pipeline along Thomas Edison Drive and Casino Drive was necessary to provide uninterrupted service or system failure to this small system with little or no redundancy.

Role: Assistant Civil Engineer/Planning Project Lead

City of Walla Walla, Pleasant, Home, Fern, and Statesman Improvement, Walla Walla, WA

Chariti assisted with the field inspection of the CIPP installation and final as-built drawings for the project. The project rehabilitation of approximately 3000 feet of sewer main was completed by CIPP lining the existing pipeline.

Role: Civil Engineer/Support

City of Walla Walla, Wilbur Improvement, Walla Walla, WA

Chariti assisted with the roadway improvement and pipeline design for this project. The project rehabilitation of the roadway consisted of approximately 735 feet of water and sewer main replacement of the existing pipeline. The project required site visits, costs estimates, and special provisions.

Role: Civil Engineer/Designer

Confidential Client, Ponderosa Springs II Drainage Study, Spokane, WA

Chariti provided assistance with the drainage infrastructure and incorporated the use of an LID feature called Filterra. The Filterra unit arrangement placed at the backside of the curb every 50 feet to mitigate and treat the stormwater runoff for the steep slopes of this project prior to entering the detention basin.

Role: Civil Engineer/Designer

Confidential Client, Secure-It Self Storage Trip Generation, Cheney, WA



The project required a Trip Generation and Distribution Letter (TGDL) that was prepared to address the development changes over time to the original property of Secure-It Self Storage. The original property on the southeast corner of Betz Road & SR 904 had been the subject of a couple different trip generation and distribution letters and even some level of service analysis. The proposed project was combined and finalized to determine the impact on the site.

Role: Design Engineer/Support

Hayden Canyon PUD, Hayden Canyon Sewer Improvements, Hayden, ID

Chariti assisted with the conceptual design calculations of the sanitary sewer system for the 247 acres. The sanitary sewer system consists of a series of gravity sewer mains and associate manholes. Four localized lift stations at low points within the development convey wastewater to a gravity sewer live via force main.

Role: Civil Engineer/Support

Las Vegas Valley Water District, All-Pipe Hydraulic Model Development, Maintenance and Calibration, Las Vegas, NV

The All-pipe model consisting of over 200,000 water system pipelines was implemented and developed at the Las Vegas Valley Water District. Chariti was instrumental in developing and implementing an action plan for importing demands, setting controls, conducting quality control, and verifying the information in the models and the scenarios. Extensive quality control measures were required and implemented in order to complete this task within a feasible time frame. This required a broadened scope of work for yearly calibration efforts to allow more data to be reviewed and compared with both the All-pipe and System Model. The model calibration became dependant on the All-pipe model to use the precise locations of interest where information that is more accurate was useful to specific projects and system development. A yearly calibration report was compiled and prepared for review.

Role: Assistant Civil Engineer, Model Team Lead

Las Vegas Valley Water District, Hydraulic System Daily Operational, Master Planning, and System Modeling and Maintenance, Las Vegas, NV

Prior to joining MSA, Chariti served as an Assistant Civil Engineer with the Las Vegas Valley Water District Planning Division. The Las Vegas Valley Water District's (District's) distribution system consists of 24 active pressure zones, 32 distribution reservoirs, 10 supply turnouts, 72 groundwater production wells, 43 pumping stations with 220 pumping units and over 4,000 miles of pipeline. As a vital resource in the system model maintenance, an extensive role was played in improving the accuracy model used for daily operation, master planning, and development review Each scenario had specific demands, pump settings, initial reservoir levels, and valve settings that were required to be maintained and checked and updated yearly.

Role: Assistant Civil Engineer/Model Team Lead



Benjamin Hogenson

SCADA Team Member

EDUCATION

BS Electrical Engineering,
Electrical Engineering,
Montana State University,
Bozeman, 2010

Ben has experience in projects regarding system protection, SCADA/RTU programming, substation commissioning and general automation in substations ranging from 69kV to 345 kV. His expertise includes RTU/relay programming, the use of Cape/Aspen to aid in design of protective relay settings, and computer programming.

RELEVANT EXPERIENCE

Burke-Divide Electric Coop, Hawkeye 115-24.94 kV Substation

A new 115kV transmission switching and 24.94kV distribution substation is required to provide electrical service to supply a gas compression facility near Crosby, ND. The substation will be designed as a four (4) position, 115kV ring-bus arrangement with three (3) terminals installed at this time. The 24.94 kV distribution bus will include a metering structure, voltage regulators, and six (6) recloser-protected feeder bays, five (5) of which will be spare initially.

McKenzie Electric Coop, Cherry Creek Substation, ND

Project Engineer for the SCADA and Automation portion of the project. The project included creating a template of points for the first substation at McKenzie Electric Cooperative to have a Scada system. This involved client correspondence, presentations and discussion about the important aspects of a SCADA system. The final portion of the project was programming and field implementation/testing of the template at Cherry creek substation.

McKenzie Electric Coop, Timber Creek Substation

Project involves providing engineering services for the specification, design and material procurement for construction of the new Timber Creek Distribution Substation. Initially the station will be designed as a four (4) position ring bus with the design to include the ability to expand to a six (6) position ring bus for future use. The transformer protection will be provided by the ring bus circuit breakers. Provisions will be made for transformer protection by a circuit switcher. A small control house will be installed that will serve the transmission, distribution, and SCADA controls. Buswork & phase spacing will be designed at 115 kV and 25 kV levels.

Mountrail - Williams Electric Coop Projects:

BES Compliance/Integration.

Project engineer for adding a new port to existing RTAC's that provided control and status to WAPA for integrating 11 substations into the BES. Project included developing a point list specific to WAPA requirements, programming a separate port on the SEL RTAC at all of the substations, and field testing all of the points with WAPA.

Field Work

Project engineer for commissioning of greenfield substations, relay testing, and RTU programming and testing at the following substations:



12 Mile Substation, Brook Bank Substation, Hess Rail Substation, Judson Substation, Lostwood Substation, Moe Substation, Mont Substation, N. Missouri Ridge Substation, N. Williston Substation, NE Williston Substation, New Town Substation, NW Williston Substation, Osborn Substation, Parshall Sub Phase II& III, Pleasant Valley 25 kV Sub, Pleasant Valley Switchyard, Powers Lake Substation, Simpson Substation, Southeast Williston Substation, Stanley Substation, Stateline Substation, Strandahl Substation, Van Hook Substation, West Bank Substation, Wheelock Substation, Zahl Substation, Hess TPGE Substation, Neset Substation.

Upper Missouri Power Cooperative, UMO-2011 Billing Program Update

Programmed and maintained a billing program that would be able import monthly numbers and export bills for each of the member cooperatives. Involved programming in Excel/Visual Basic.

Xcel Energy, Tolk Relay Replacement

Project Engineer in the implementation of new line/bus relaying at the Tolk Substation. The line relays included piloted and non piloted line relaying using SEL relays.

Xcel Energy, XCEL PRC -023 Review

Project Engineer helping with analyzing all of the affected relay settings to check for compliance with PRC-023. Included programming in Microsoft Access to create a program that could read settings from a database and return a report on compliance.



Phillip Richardson

SCADA Team Member

Mr. Richardson is a Senior Protection Engineer responsible for a variety of generation, transmission, and distribution services. His expertise includes detailed design, application, and testing/commissioning of substation protection and controls.

EDUCATION

Bachelor of Science,
Electrical Engineering,
University of AL
Birmingham, 2001

REGISTRATIONS

Professional Engineer,
Minnesota, United States,
No. No. 45406

PROFESSIONAL MEMBERSHIPS

Institute of Electrical and
Electronics Engineers
(IEEE)

RELEVANT EXPERIENCE

Minnesota Power, PRC-005 Mitigation Project, MN

Project Manager and Lead Engineer. HDR assisted Minnesota Power on their PRC-005 Mitigation. HDR converted all of Minnesota Power's PRC-005 evidence that was in pdf format into Enoserv RTS database using Enoserv RTS software. HDR developed custom Enoserv RTS test routines to assist this effort. HDR provided training to engineers and technicians. Also, HDR assisted in the initial setup and import of RTS data into Enoserv PowerBase.

Valley Electric Association, PRC-023 Compliance , NV

Project Manager. HDR provided review of VEA's system and relaying and provided documentation/evidence pertaining to PRC-023.

Valley Electric Association, Innovation Substation Relay Setting, NV

Lead Engineer. HDR provided review and updates of existing relay settings for Innovation Substation. HDR also provided commissioning oversight of protective relay testing and commissioning.

Xcel Energy, Capital Maintenance Projects, MN, WI

Project Engineer. HDR is responsible for providing leadership and direction over all protection systems as they relate to transmission and distribution substations (4kV-500kV) and energy supply power plants facilities (480 V to 500kV). Responsible for the implementation of operational strategy, communicating organizational vision, mission, objectives and behavioral expectations aligned with operational excellence. Responsible for effective and efficient utilization of benefit, non-benefit and contract employees and directing said employees in all system protection O&M and capital activities for Transmission and Distribution Substations and Energy Supply plant facilities, with emphasis on safety, human performance, training, customer satisfaction, productivity, regulatory compliance, bargaining unit negotiation, and where applicable, nuclear compliance and nuclear training.

NON-HDR EXPERIENCE

Alabama Power Company, Birmingham, AL, System Protection Application Engineer

Responsible for protection scheme design, fault studies, calculations, and relay settings for Transmission and Distribution Substations and Lines. Also, responsible for CAPE Macro development and maintenance for numerous short circuit and relay setting studies, for providing detailed analysis and reporting of system misoperations and disturbances, and for evaluating and developing Alabama Power Company and Southern Company protection schemes and automation standards. Additional responsibilities include storm restoration team leader. Responsible for supervising and insuring contract and/or out of state crews safely and efficiently repaired damages to the electric distribution system. Also, as team leader, responsible for

issuing switching, clearances, hold-cards, and hot-line work where control of feeders and/or sections of distribution system was given by control center.

Alabama Power Company, Montgomery, AL, System Protection Field Engineer

Responsible for check-out, maintenance, troubleshooting, and record keeping of Transmission and Distribution Substation Protection and Control equipment and schemes. Equipment includes various models and makes of electromechanical and micro-processor based protective relays, SCADA (RTUs and IEDs) equipment, PLCs, pilot wire and carrier sets, transformers, circuit breakers, CTs, PTs, CCVTs, and other equipment involved in protection and control of Transmission and Distribution Substations and Lines. Also, provided detailed analysis of system misoperations and provided solutions to mitigate future misoperations. Additional responsibilities include working on storm restoration teams.

Xcel Energy, Minneapolis, MN, Manager, System Protection

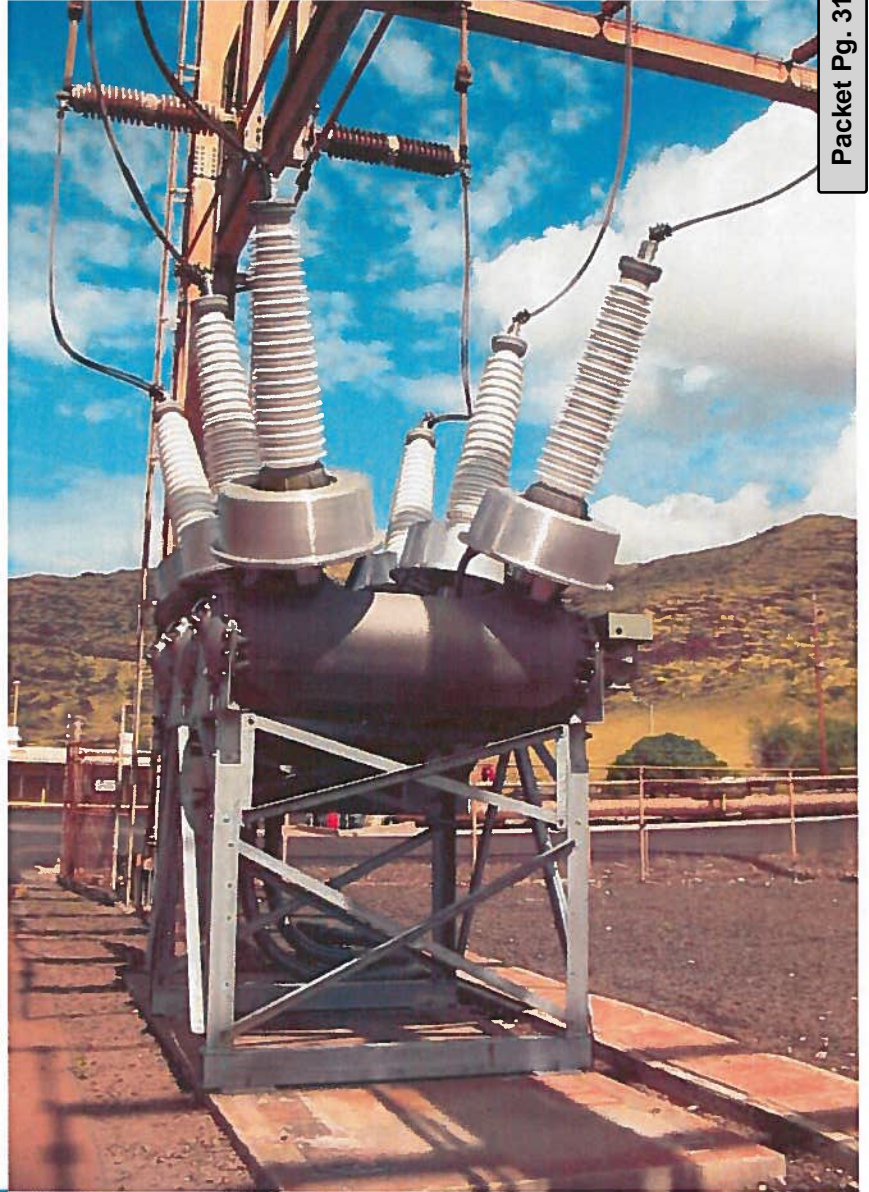
Responsible for providing leadership and direction over all protection systems as they relate to transmission and distribution substations (4kV-500kV) and energy supply power plants facilities (480 V to 500kV). Responsible for the implementation of operational strategy, communicating organizational vision, mission, objectives and behavioral expectations aligned with operational excellence. Responsible for effective and efficient utilization of benefit, non-benefit and contract employees and directing said employees in all system protection O&M and capital activities for Transmission and Distribution Substations and Energy Supply plant facilities, with emphasis on safety, human performance, training, customer satisfaction, productivity, regulatory compliance, bargaining unit negotiation, and where applicable, nuclear compliance and nuclear training. Overall reporting responsibilities range from 25 to 80 benefit employees and 0 to 40 contract employees. O&M budget responsibilities range up to ~\$7 million annually. Capital labor budgets range up to \$12 million annually. Power Plant labor budgets range up to \$3 million annually.

Xcel Energy, Minneapolis, MN, Substation Engineer

Responsible for physical and control engineering for substation design projects. Responsibilities include scoping, estimating, scheduling, ordering of material, physical and control design of Transmission and Distribution Substation projects. Also, responsible for short circuit studies, fault calculations, and settings for relays, RTUs, PLCs, and other substation equipment.

Xcel Energy, Minneapolis, MN, System Protection Application Engineer

Responsible for protection scheme design, fault studies, calculations, and relay settings for Transmission and Distribution Substations and Lines. Also, responsible for CAPE Macro development and maintenance for numerous short circuit and relay setting studies, for providing detailed analysis and reporting of system misoperations and disturbances, for evaluating and developing NSP and Xcel Energy protection schemes and automation standards, provide training for System Protection Engineers and System Protection Field Technicians.



Appendix D.

Rate Schedule/ Billing Rates

2016 HOURLY RATE SCHEDULE



Business Group	Billing Classification	Level	Name	Rate
Power Delivery	Accounting/Administration	I		\$56
	Accounting/Administration	II		\$67
	Accounting/Administration	III		\$77
	Accounting/Administration	IV		\$85
	Accounting/Administration	V		\$98
	Accounting/Administration	VI		\$106
	Accounting/Administration	VII		\$112
	Accounting/Administration	VIII		\$124
	CADD	I		\$56
	CADD	II		\$67
	CADD	III		\$79
	CADD	IV		\$92
	CADD	V		\$100
	CADD	VI		\$106
	CADD	VII		\$112
	CADD	VIII		\$124
	Designers/Technicians	I		\$79
	Designers/Technicians	II		\$92
	Designers/Technicians	III		\$100
	Designers/Technicians	IV		\$106
	Designers/Technicians	V		\$112
	Designers/Technicians	VI		\$124
	Designers/Technicians	VII		\$136
	Designers/Technicians	VIII		\$146
	Designers/Technicians	IX		\$158
	Engineers	I		\$92
	Engineers	II		\$100
	Engineers	III		\$106
	Engineers	IV	Jarrod Czinski, Bernard Yong	\$112
	Project Engineer/Project Manager	I	Richard Malia	\$119
	Project Engineer/Project Manager	II		\$136
	Project Engineer/Project Manager	III	Louie Anarna, Eduardo Ramirez	\$146
	Project Engineer/Project Manager	IV	Dang Xiong	\$158
	Sr. Engineer/Sr. Project Managers	I	Bruce Largent	\$174
	Sr. Engineer/Sr. Project Managers	II		\$187
	Sr. Engineer/Sr. Project Managers	III	Fernando Garcia, Giovanni Gonzalez, Gonzalo Medina, Lee Felter	\$200
	Sr. Engineer/Sr. Project Managers	IV		\$216
	Sr. Engineer/Sr. Project Managers	V		\$228
	Project Principal/Sr. Technical Adviser	I		\$228
	Project Principal/Sr. Technical Adviser	II		\$254
	Project Principal/Sr. Technical Adviser	III		\$290
	Project Principal/Sr. Technical Adviser	IV		\$327
	Inspector	III		\$100
Inspector	IV		\$106	
Inspector	V		\$112	
Inspector	VI		\$124	
Inspector	VIII		\$146	
Intern	I		\$79	

2016 HOURLY RATE SCHEDULE



Business Group	Billing Classification	Level	Name	Rate
Environmental	Environmental Planner		Sharyn Del Rosario	\$114
	Assistant Community Planner		Mario Osorio	\$127
	Sr. Environmental Planner		Clint Meyer	\$197
	Environmental Business Class Lead		Tim Gnibus	\$307
	Associate Biologist		Shelly Austin	\$155
	Sr Biologist	I	Sarah Barrera	\$138
	Sr. Biologist	II	Ingrid Eich	\$185
	Business Group Accountant		Sharon Helsens	\$136
	Archaeology Program Manager		Amy Gusick	\$135
	Water Resources EIT		Jacob Hyles	\$130
	GIS Analyst		Anders Burvall	\$114
	Document Production Specialist		Terri Parsons	\$111
	Environmental Analyst		Lori Arena	\$97
	Biologist		Florence Chan	\$91
	Archeology Project Director		Kristin Tennesen	\$89
	Biologist		Aaron Newton	\$84
Architects	Senior Landscape Architect		Gary Lai	\$155
	Landscape Architect		Heath Habig	\$118
Transportation	Project Manager		Wayne Glenny	\$133
	Associate Archaeologist		Tennesen Whitaker	\$86
	Field Tech		Smolik Connolly	\$67
	CADD/GIS Operator		Nicholas Stadile	\$86
	Tech Writer QA/QC		Michelle Striler	\$81

Direct project expenses will be charged at the rates listed below unless a separate rate is negotiated for a specific project.

SUBSISTENCE (PER DIEM)

Subsistence such as meals and lodging while out on a project will be charged at actual cost or at the per diem rate negotiated for a specific project.

TRAVEL

Travel expense will be charged at the following rates unless a separate rate is negotiated for a specific project.

2 Wheel Drive Vehicle \$40.00/day + \$0.60/mile
 4 x 4 Vehicle \$50.00/day + \$0.70/mile
 Rental Vehicles & Aircraft \$ Actual Cost

TELEPHONE/FAX/POSTAGE

Long distance calls, telegrams, fax, cellular phone, and any special class postage will be charged at actual cost.

PRINTING

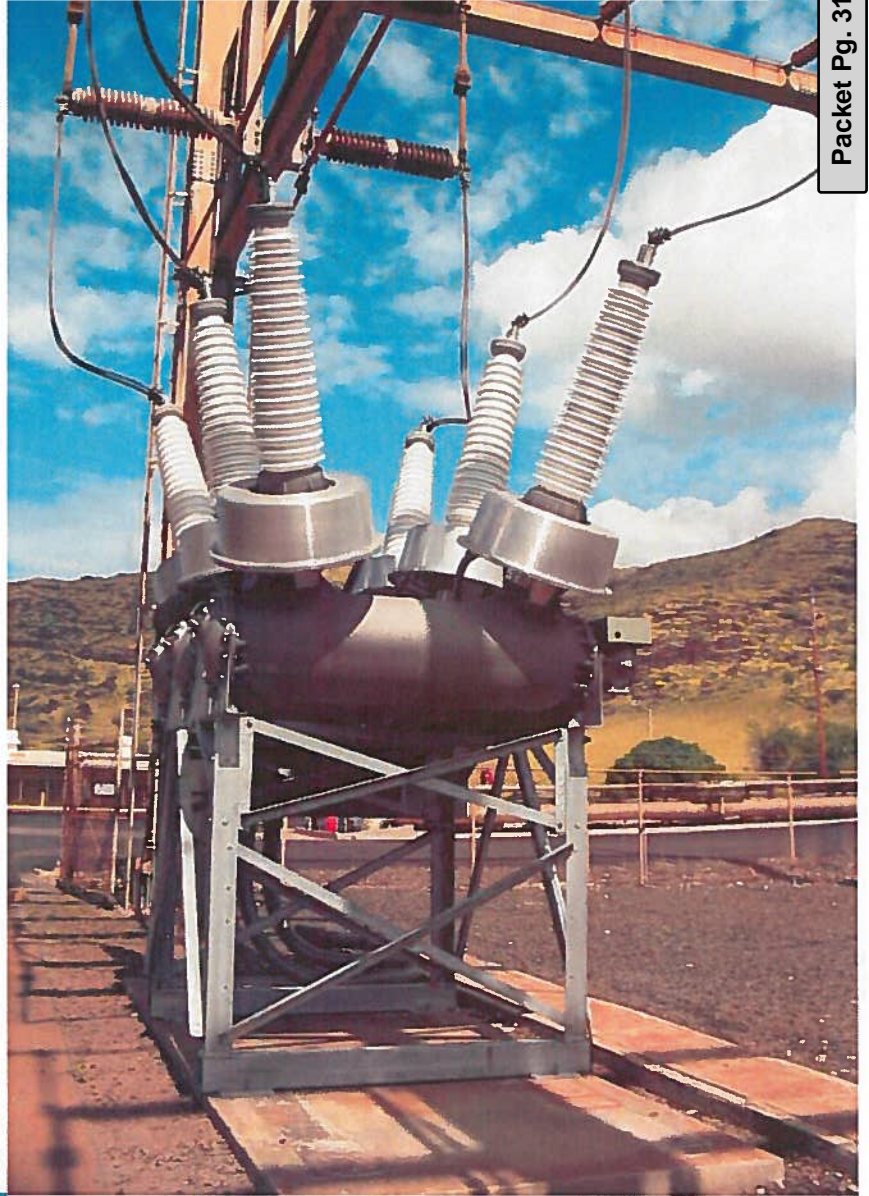
B&W Copies (8.5 x 11) \$0.10/copy
 Xerox Copies (8825) \$0.30/copy
 Bond Plots \$0.20/copy
 Vellum Plots \$0.15/copy
 Mylar Plots \$3.00/copy

COMPUTER USAGE

Technology Charge \$3.70/hr will be charged for each hour of direct labor charged to the project.

OVERHEAD

Overhead costs, such as rent, insurance, utilities, office furniture, employee benefits, and taxes are included in the hourly billing rates.



Appendix E. Subconsultant Information

PROPOSER'S LIST OF SUBCONSULTANTS

The bidder shall list all subcontractors. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax/ E-Mail	Description of Portion of Work to be Performed
Name PGA Engineers, INC	Phone (714) 879-2250	Hydrology Report
Address 1215 W. Imperial Hwy. Suite 104	Fax	Foundation Design
City State ZIP Brea, CA 92821	E-Mail pete.aguiar@pgaeng.com	Structural Design
Name	Phone	
Address	Fax	
City State ZIP	E-Mail	
Name	Phone	
Address	Fax	
City State ZIP	E-Mail	
Name	Phone	
Address	Fax	
City State ZIP	E-Mail	
Name	Phone	
Address	Fax	
City State ZIP	E-Mail	

PGA ENGINEERS, INC.

1215 W. Imperial Hwy. Suite 104 · Brea, CA 92821 · (714) 879-2250 · cell (714) 263-7882

PGA Engineers, Inc., a CPUC-certified MBE company provides a high quality, reliable and cost efficient engineering design services in civil/structural engineering related to transmission, substation and distribution systems. We offer the following structural engineering tasks in our field of expertise and background:

Analysis, engineering, and design, including the following areas of expertise:

1. Foundation Design
 - 1.1. Foundation layouts and foundation details
 - 1.2. Cast in place pier footings and precast driven piles
 - 1.3. Spread footings for transformers, circuit breakers, etc.
 - 1.4. Concrete trenches – precast and cast in place (for control cables and power cables)
 - 1.5. Demolition plans
2. Structural design of substation components
 - 2.1. Structural Steel layouts and steel details
 - 2.2. Line Dead end structures, bus supports, transformer racks
 - 2.3. Equipment supports, poles
 - 2.4. Equipment supports
 - 2.5. Standards (ECS and CSR drawings)
3. Buildings, MEERs
 - 3.1. Mechanical Equipment Electrical Room
 - 3.2. Control Buildings
 - 3.3. Restroom facilities
 - 3.4. Modifications/Additions to existing buildings
4. Structural Walls
 - 4.1. Firewalls for Fire Mitigation projects
 - 4.2. Retaining walls
 - 4.3. Perimeter walls; chain link fences, block walls, etc.
5. Construction Support
 - 5.1. Support to Construction to Resolve Issues Related to Constructability of completed design package and other related field issues.
6. Technical Review of In-house or other Consultant's design package
 - 6.1. Quality review of completed structural design package to assure compliance of project requirements and Edison standards.

PGA ENGINEERS, INC.

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RELEVANT STRUCTURAL ENGINEERING DESIGNS

Our engineering team has design various transmission and substation projects for over 20 years. The following is a list of relevant designs that were completed successfully by PGA Engineers, Inc. for Southern California Edison:

1. Anita Substation – Replaced No. 3 bank, various work on 4kV Switchrack, structural engineering and design
2. Bassett Substation – Replaced No. 3 bank 66kV Lightning arresters, structural engineering and design
3. Cardiff Substation – Replaced No. 3 bank 66kV Lightning arresters, structural engineering and design
4. Cardiff Substation – Replaced No. 4 bank 66kV Lightning arresters, structural engineering and design
5. Carson Substation – Replaced 3-66kV circuit breakers, structural engineering and design
6. Cornuta Substation – Replaced (2) 12kV circuit breaker bus tie and No.2 bank with 3500A CB, structural engineering and design
7. Decluz Substation – Replaced (7) 12kV circuit breakers, structural engineering and design
8. El Nido Substation – Replaced (2) circuit breakers and 66kV potential transformer, structural engineering and design
9. Greening Substation – Added 12kV Duct bank, structural engineering and design
10. Mentone Substation – Installed new 66kV potential transformer, structural engineering and design
11. Mesa Substation – Replaced potential transformers at (7) positions, structural engineering and design
12. Milliken Substation – Installed new underground distribution getaway system, structural engineering and design
13. Miraloma Substation – Increased capacity of transformer bank from 28MVA to 56 MVA, structural engineering and design
14. Pan Aero Substation – Replaced (1) 115kV circuit breaker and added new 115kV lightning arresters, structural engineering and design
15. San Bernardino Substation – Added (3) ABB polymer lightning arrests to Line Pos. 10, structural engineering and design
16. San Bernardino Substation – Added (3) ABB polymer lightning arrests to south bus structure-west end, structural engineering and design
17. Seawind Substation – Replaced (1) 115kV circuit breaker and added new 115kV lightning arresters, structural engineering and design
18. Server Substation – Added new 66/12 kV customer substation, structural engineering and design
19. Three Rivers Substation – Added 12kV circuit breakers, structural engineering and design
20. Titan Substation – Modified 66kV switchrack, added potential transformers, structural engineering and design
21. Venwind Substation – Added relay cubicle pull box, structural engineering and design

PGA ENGINEERS, INC.

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22. Vista Substation – Added 66kV Disconnects and 66kV circuit breakers, structural engineering and design
23. Vista Substation – Replaced 66kV circuit breakers, added 66kV lightning arresters
24. Windhub Substation – Reviewed and checked new 500kV Substation design, structural engineering and design
25. Amalia Substation – Added new 16kV switchrack, structural engineering and design
26. Amalia Substation – Added 10' high perimeter block wall and designed SPCC
27. Acton Substation – Upgraded 66/12kV substation
28. Colorado River Substation – New 500/220kV Substation
29. Wellgen Substation – New 66kV Customer Switching Substation
30. Glow Substation – New 66kV Customer Substation

Pete Aguilar, the principal engineer and his staff has been involved with hundreds of transmission and substation projects involving civil and structural works. These projects included new facilities and upgrades of existing facilities for all voltage levels from 500kV thru 12 kV in transmission and substation engineering. Pete has also provided support to field forces in construction, maintenance and operations groups.

PGA ENGINEERS, INC.

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REFERENCES

- **Parduman Marwah** – Manager, Civil/Geotechnical/Structural/Inspection Group
Southern California Edison Company
One Innovation Way
Pomona, CA 91768
909 274-1436
- **Florizel Bautista** – Supervising Engineer, Structural Group
Southern California Edison Company
One Innovation Way
Pomona, CA 91768
909 274-1489
- **Genevieve Kurdi** – Senior Engineer, Civil/Structural Group
Southern California Edison Company
One Innovation Way
Pomona, CA 91768
909 274-1478

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COMPUTER PROGRAMS FOR DESIGN

PGA Engineers will use computer programs for design. Those related primarily to civil and structural design are described below as they relate to substation design and transmission and distribution systems. These programs will be utilized by PGA, but are not for distribution to third parties.

- **RISA-2D and RISA 3D** – RISA (Rapid Interactive Structural Analysis) is a general purpose two- and three- dimensional analysis and design program. This program has been developed to make the definition, solution and modification of 2D and 3D problem data as fast and easy as possible. Complete steel design is included in the program. Analysis, up to and including calculation of maximum deflections and stresses may be done on structures constructed of any material or combination of materials.
- **STAAD Pro** – Structural analysis program created by Bentley
- **ENERCALC** – Enercalc is a collection of design and analysis programs for civil and structural engineering. The programs contained in this package perform engineering calculations for most of the common tasks performed by an engineer. Beams, columns, footings, connections, walls, diaphragms, and many other items can be engineered in steel, concrete, timber and masonry
- **AUTOCAD** – computed aided design drafting
- **BIPILE** – An SCE-developed program to calculate pier foundations for substation steel structures.
- **SAG Program** – An SCE-based computer program that calculates conductor sag during stringing and operating stages.
- **SPMOM** – An SCE-developed computer program for the transmission pole loading analysis
- **FOOTING** – An SCE-developed computer program for the design of steel pole foundations

PGA ENGINEERS, INC.

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RESUME**Pete Aguilar, P.E. (CA, NV, AZ)**

Principal

Summary of Qualifications

Extensive experience in engineering and management, standards development, leadership, mentoring, problem solving with responsibilities in engineering, design, planning, workload management, budget forecasting, scheduling, construction support and technical expertise.

Work Experience Highlights

- Provided management and leadership for the Structural Engineering Group in the T/S Engineering section. Demonstrated technical oversight and quality control of project assignments and completed work products. Supported licensing and permitting of new projects. Monitored budget and schedules within the area of responsibility. Interacted with vendors, suppliers, manufacturers and evaluates and qualifies engineering consultants, design contractors and products/services providers in transmission and substation group. Interacted with Supply Chain Management for proposal evaluation and material procurement.
- Prepared performance assessments, and developed strategies associated with the planning, design, licensing, construction, operation and maintenance of SCE's TDBU facilities/systems. Provided consultation and recommendations to Management and/or clients as a result of leadership of analysis, studies and engineering of SCE's and/or client's systems, processes, equipment, or facilities.
- Developed projects work requirements, job expectations, goals and objectives and status reports. Was involved in staff forecasting, resource availability, employee selection, training, job assignment & monitoring. Is knowledgeable with safety regulations, technical specifications, corporate policies, equal opportunity policies and ethics.
- Lead Engineer for the Civil/Structural Group in the T & D Engineering and Technical Services from 1997-2009.
- Engineer, for various electrical transmission and substation projects for civil/structural works, development of design standards, repair methods and field support for damaged foundations and steel structures after the Northridge earthquake, development of remedial measures for damaged foundations due to reactive aggregates and damaged steel structures due to corrosion, etc.
- Designed, analyzed or modified substation structures and foundations for line structures, bus structures, disconnects supports, bus supports turning poles, etc. for 500kV, 220kV, 115kV, 69kV, 12kV and 4kV facilities.
- Designed, analyzed or modified transmission structures and foundations including towers and steel poles for 500kv, 220kV, 115kV and 69kV lines.
- Designed 220kV transmission line relocation project.
- Design Engineer for structural works in chemical plants, industrial facilities, commercial structures, buildings, service stations, etc.

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- Supervised construction of multi story buildings, Bureau of Internal Revenue Computer Center, Manila, Philippines. Construction of large parking structure, including site development works, drainage systems, sanitary structures, Manila Casino, Philippines. Construction of Depot structures for the Manila Light Railway Transit. Preparation of project bid documents including cost estimates and quantity surveying.
- Project management for projects of the Philippine government that included roads, drainage systems, school buildings, rock causeways, bridges. Preparation of programs of work including cost estimating and scheduling.

Education

- Master of Project Management
Keller Graduate School of Management of DeVry (With Distinction)
Long Beach, California
- B.S. Civil Engineering,

Registration

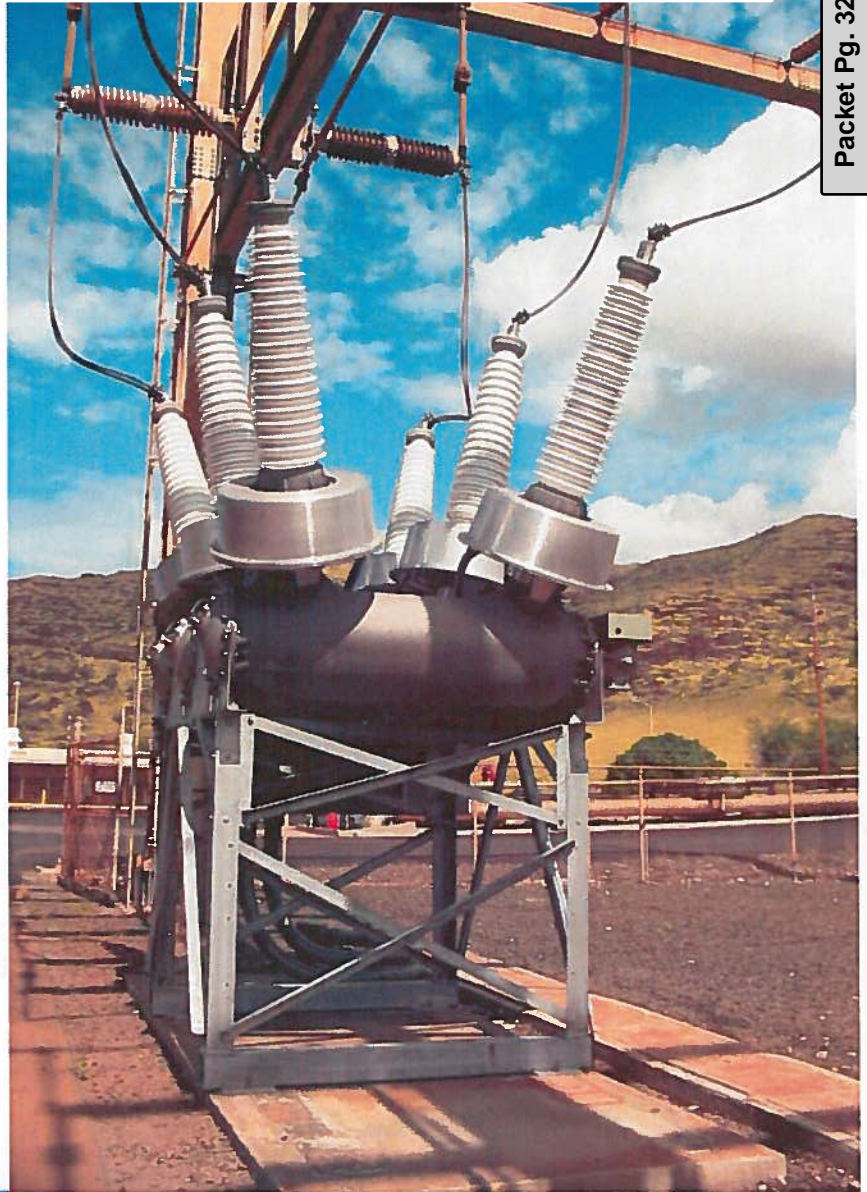
- Civil Engineer (California) No. C53034
- Civil Engineer (Nevada) No. 023038
- Civil Engineer (Arizona) No. 30253

Affiliations

- Member, American Society of
Civil Engineers

Employment History

- PGA Engineers, Inc., Brea, CA, 2009 - present
- Southern California Edison Company, Rosemead, CA, 1991 - 2009
- Ralph M. Parsons Company, Pasadena, CA, 1991
- Lopez and Associates, La Puente, CA, 1989-1990
- N. L. Mandley Engineers, Covina, CA, 1987-1989
- Urban Consolidated Constructors Philippines Inc., Manila, Philippines, 1983-1986



Appendix F.

Agreement Comment/Markups

Agreement Comments

We pride ourselves on our continuous efforts and desires to completely understand our clients needs and preferences and to provide them with professional services which not only meet, but hopefully exceed their expectations. One of the key initial steps in developing this level of understanding is the negotiation and development of a mutually acceptable agreement which properly reflects both parties obligations and expectations. We have carefully reviewed all of the documents and information you provided as a part of your Request for Proposal (RFP).

One of the documents you provided was a draft format for the form of agreement that we would be entering into with you should we be successful in our pursuit of your project. Some of the information the City provided was in the form of potential terms and conditions which eventually would be reflected in a final agreement we would be entering into with you should we be successful in our pursuit of your project.

Although we have identified several items which we need to obtain more information from you on, we believe that there will be no insurmountable problems in reaching a final agreement. We are basing this assumption on the reasonable expectation that the path of our negotiations will be guided by the basic premises necessary for any professional design firm to maintain the full applicability of its professional liability insurance coverage and to develop any required schedules or pricing. Those guidelines are; no guarantees or warranties (either expressed or implied); the standard of care will not be elevated beyond a normal, reasonable, negligence standard; any indemnifications will be based upon a negligence standard; any fees, pricing or scheduling requirements will be based upon quantifiable requirements. We sincerely look forward to the opportunity to further refine our understanding of your needs and desires and the ultimate development of a complete and accurate agreement with you and respectfully request that you allow us the opportunity to provide professional design services for your project.

Please find the relines to the proposed contract included with the RFP on the following pages.

**AGREEMENT FOR PROJECT RELATED SERVICES
PROJECT NO. _____**

This Agreement is by and between the City of Moreno Valley, California, a municipal corporation, hereinafter described as "City," and HDR Engineering, Inc., a (California corporation, partnership, sole ownership) hereinafter described as "Consultant." This Agreement is made and entered into effective on the date the City signs this Agreement.

RECITALS

WHEREAS, the City has determined it is in the public interest to proceed with the professional work hereinafter described as "Project"; and

WHEREAS, the City has determined the Project involves the performance of professional and technical services of a temporary nature as more specifically described in Exhibit "A" the Scope of Services (City's Request for Proposal) and Exhibit "B" (Consultant's Proposal) hereto; and

Comment [SMB1]: HDR requests the contract be tied to a specific scope of work, rather than the RFP or our proposal.

WHEREAS, the City does not have available employees to perform the services for the Project; and

WHEREAS, the City has requested the Consultant to perform such services for the Project; and

WHEREAS, the Consultant is professionally qualified in California to perform the professional and technical services required for the Project, and hereby represents that it desires to and is professionally and legally capable of performing the services called for by this Agreement;

THEREFORE, the City and the Consultant, for the consideration hereinafter described, mutually agree as follows:

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DESCRIPTION OF PROJECT

1. The Project is described as _____

Project No. _____

SCOPE OF SERVICES

2. The Consultant's scope of service is described on Exhibit "AB" attached hereto and incorporated herein by this reference. ~~In the event of a conflict, the City's Request for Proposal shall take precedence over the Consultant's Proposal.~~

Comment [SMB2]: HDR requests that Exhibit A contain the actual scope of services for the project, not the RFP or HDR's proposal.

3. The City's responsibility is described on Exhibit "C" attached hereto and incorporated herein by this reference.

3.4

~~The standard of care for all professional engineering, consulting and related services performed or furnished by CONSULTANT and its employees under this Agreement will be the care and skill ordinarily used by members of CONSULTANT's profession practicing under the same or similar circumstances at the same time and in the same locality. CONSULTANT makes no warranties, express or implied, under this Agreement or otherwise, in connection with CONSULTANT's services.~~

Comment [SMB3]: HDR requests to state our objective standard of care for professional services.

PAYMENT TERMS

4.5. The City agrees to pay the Consultant and the Consultant agrees to receive a "Not-to-Exceed" fee of \$ _____ in accordance with the payment terms provided on Exhibit "D" attached hereto and incorporated herein by this reference.

TIME FOR PERFORMANCE

5.6. The Consultant shall commence services upon receipt of written direction to proceed from the City.

6.7. The Consultant shall perform the work described on Exhibit "A" in accordance with the schedule set forth in Exhibit " " attached hereto and incorporated by this reference.

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Or

The Consultant shall perform the work described on Exhibit "A" in accordance with the design/construction schedule as stated in the Notice to Proceed.

~~7-8.~~ This Agreement shall be effective from effective date and shall continue in full force and effect date through _____, subject to any earlier termination in accordance with this Agreement. The services of Consultant shall be completed in a sequence providing assuring

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expeditious completion, but in any event, all such services shall be completed prior to expiration of this Agreement.

8. (a) The Consultant agrees that the personnel, including the principal Project manager, and all subconsultants assigned to the Project by the Consultant, shall be subject to the prior approval of the City.

(b) No change in subconsultants or key personnel shall be made by the Consultant without written prior approval of the City.

SPECIAL PROVISIONS

9. It is understood and agreed that the Consultant is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Consultant or any individual whose compensation for services is paid by the Consultant, an agent or employee of the City, or authorizing the Consultant to create or assume any obligation or liability for or on behalf of the City.

10. The Consultant may also retain or subcontract for the services of other necessary consultants with the prior written approval of the City. Payment for such services shall be the responsibility of the Consultant. Any and all subconsultants employed by the Consultant shall be subject to the terms and conditions of this Agreement, except that the City shall have no obligation to pay any subconsultant for services rendered on the Project.

11. The Consultant and the City agree to use reasonable care and diligence to perform their respective services under this Agreement.

12. The Consultant shall comply with applicable federal, state, and local laws in the performance of work under this Agreement.

13. To the extent required by controlling federal, state and local law, Consultant shall not employ discriminatory practices in the provision of services, employment of personnel, or in

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any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Subject to the foregoing and during the performance of this Agreement, Consultant agrees as follows:

(a) Consultant will comply with all applicable laws and regulations providing that no person shall, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.

(b) Consultant will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Consultant shall ensure that applicants are employed, and the employees are treated during employment, without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Such requirement shall apply to Consultant's employment practices including, 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, notices setting forth the provision of this nondiscrimination clause.

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(c) Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant in pursuit hereof, state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.

(d) If Consultant should subcontract all or any portion of the services to be performed under this Agreement, Consultant shall cause each subcontractor to also comply with the requirements of this Section 13.

14. To the furthest extent allowed by law (including California Civil Code section 2782.8 if applicable), Consultant shall indemnify, and hold harmless ~~and defend~~ the City, the Moreno Valley Community Services District ("CSD"), the Moreno Valley Housing Authority ("Housing Authority") and each of their officers, officials, employees, and agents ~~and volunteers~~ from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract or, tort ~~or strict liability~~, including but not limited to personal injury, death at any time and property damage), and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) to the extent caused by ~~that arise out of, pertain to, or relate to~~ the negligence, recklessness or willful misconduct of Consultant, its principals, officers, employees, agents or volunteers in the performance of this Agreement. Consultant's indemnification and defense obligation shall be limited to the percentage of fault apportioned to Consultant by a court of law, arbitrator or by mutual agreement between the parties to this Agreement.

If Consultant should subcontract all or any portion of the services to be performed under this Agreement, Consultant shall require each subcontractor to indemnify, hold harmless and defend City, CSD, Housing Authority and each of their officers, officials, employees, agents

Comment [SMB4]: Strict liability is not negligence based and is really for manufacturers since it is liability just for doing something.

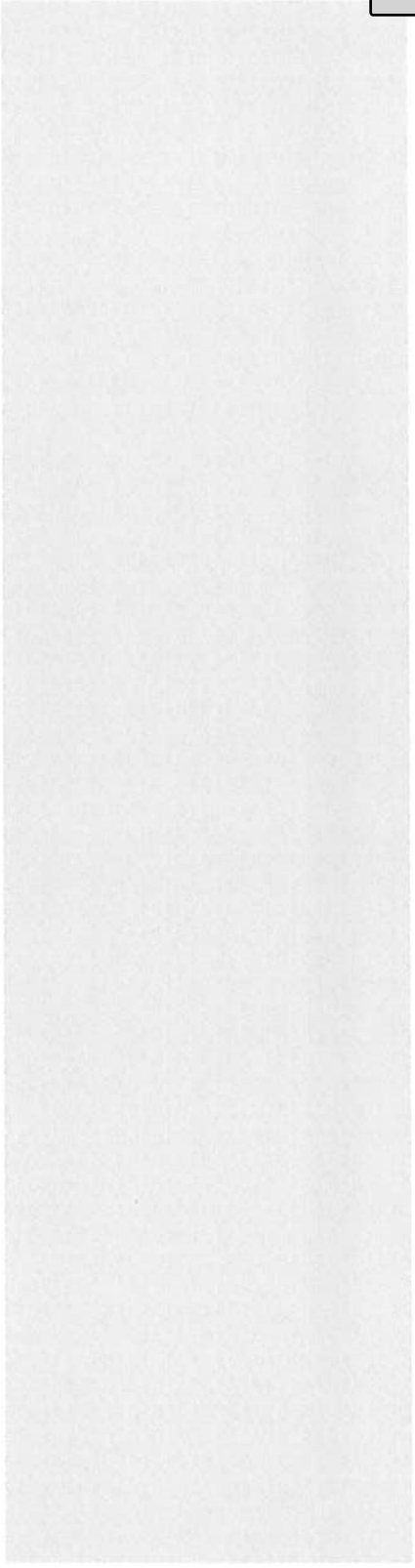
Comment [SMB5]: HDR can only indemnify for what we caused and avoid joint and several liability.

Comment [SMB6]: If HDR must defend our services, we request to limit our liability to what we are responsible for.

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and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Agreement.



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15. Insurance.

(a) Throughout the life of this Agreement, Consultant shall pay for and maintain in full force and effect all insurance as required in **Exhibit E** or as may be authorized in writing by the City Manager or his/her designee at any time and in his/her sole discretion.

(b) If at any time during the life of the Agreement or any extension, Consultant or any of its subcontractors fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to Consultant shall be withheld until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City. Any failure to maintain the required insurance shall be sufficient cause for City to terminate this Agreement. No action taken by City pursuant to this section shall in any way relieve Consultant of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by City that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

(c) The fact that insurance is obtained by Consultant shall not be deemed to release or diminish the liability of Consultant, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify City shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Consultant. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Consultant, its principals, officers, agents, employees, persons under the supervision of Consultant, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

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(d) Upon request of City, Consultant shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

(e) If Consultant should subcontract all or any portion of the services to be performed under this Agreement, Consultant shall require each subcontractor to provide insurance protection in favor of City and each of its officers, officials, employees, agents and volunteers in accordance with the terms of this section, except that any required certificates and applicable endorsements shall be on file with Consultant and City prior to the commencement of any services by the subcontractor.

16. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

17. Consultant and subconsultants shall pay prevailing wage rates when required by the Labor Laws of the State of California.

18. (a) The Consultant shall deliver to the _____ (Example: Public Works Director/City Engineer of the City or his designated representative), fully completed and detailed project-related documents which with the exception of those standard details and specifications regularly used by the Consultant in its normal course of business shall upon payment of all amounts rightfully owed by the City to the Consultant herein become the property of the City. The Consultant may retain, for its files, copies of any and all material, including drawings, documents, and specifications, produced

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by the Consultant in performance of this Agreement.

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(b) The Consultant shall be entitled to copies of all furnished materials for his files and his subconsultants, if any.

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(c) The City agrees to hold the Consultant free and harmless from any claim arising from any unauthorized use of computations, maps, and other documents prepared or provided by the Consultant under this Agreement, if used by the City on other work without the permission of the Consultant. Consultant acknowledges that Consultant work product produced under this agreement may be public record under State law.

19. (a) This Agreement shall terminate without any liability of City to Consultant upon the earlier of: (i) Consultant's filing for protection under the federal bankruptcy laws, or any bankruptcy petition or petition for receiver commenced by a third party against Consultant;

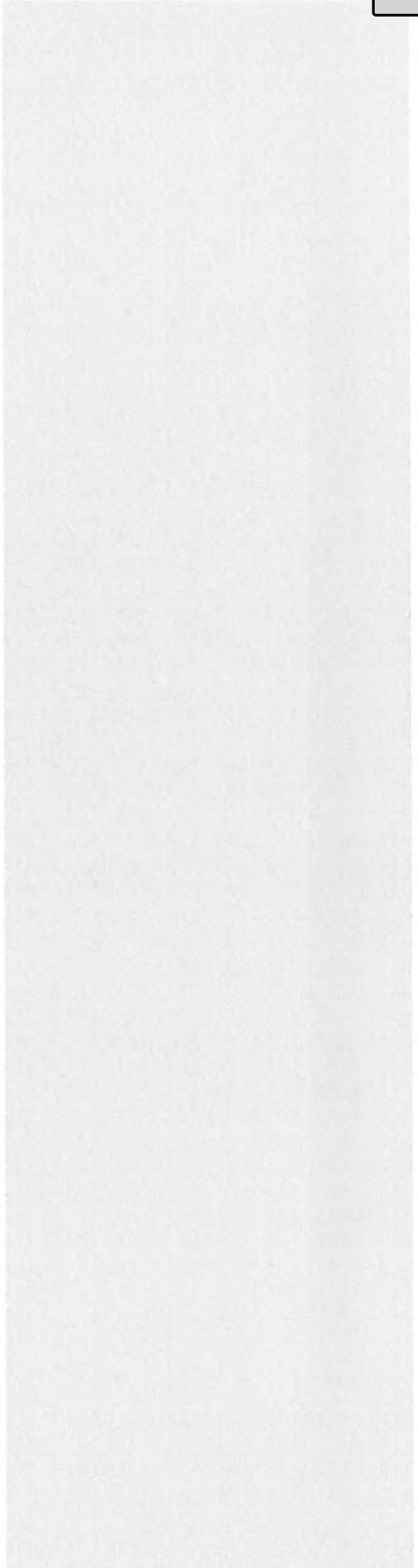
(ii) 10 calendar days prior written notice with or without cause by City to Consultant and, if due to cause, the failure of the Consultant to cure such cause; (iii) City's non-appropriation of funds sufficient to meet its obligations hereunder during any City fiscal year of this Agreement, or insufficient funding for the Project; or (iv) expiration of this Agreement.

The written notice shall specify the date of termination. Upon receipt of such notice, the Consultant may continue services on the project through the date of termination, provided that no service(s) shall be commenced or continued after receipt of the notice, which is not intended to protect the interest of the City. The City shall pay the Consultant within thirty (30) days after the date of termination for all non-objected to services performed by the Consultant in accordance herewith through the date of termination. Consultant shall not be paid for any work or services performed or costs incurred which reasonably could have been avoided.

~~(b) In the event of termination due to failure of Consultant to satisfactorily perform in accordance with the terms of this Agreement, City may withhold an amount that would otherwise be payable as an offset to, but not in excess of, City's damages caused by such failure.~~ In no event shall any payment by City pursuant to this Agreement constitute a waiver

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by City of any breach of this Agreement which may then exist on the part of Consultant, nor



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shall such payment impair or prejudice any remedy available to City with respect to the breach.

(c) Upon any breach of this Agreement by Consultant, City may (i) exercise any right, remedy (in contract, law or equity), or privilege which may be available to it under applicable laws of the State of California or any other applicable law; (ii) proceed by appropriate court action to enforce the terms of the Agreement; and/or (iii) recover all direct,

~~indirect, consequential, economic and incidental damages~~ for the breach of the Agreement. If it is determined that City improperly terminated this Agreement for default, such termination shall be deemed a termination for convenience.

(d) Consultant shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of Consultant and without its fault or negligence such as, acts of God or the public enemy, acts of City in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. Consultant shall notify City in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, and shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to Administrator of the cessation of such occurrence.

20. This Agreement is binding upon the City and the Consultant and their successors and assigns. Except as otherwise provided herein, neither the City nor the Consultant shall assign, sublet, or transfer its interest in this Agreement or any part thereof without the prior written consent of the other.

21. A City representative shall be designated by the City and a Consultant representative shall be designated by the Consultant. The City representative and the Consultant representative shall be the primary contact person for each party regarding performance of this Agreement. The City representative shall cooperate with the Consultant,

Comment [SMB7]: HDR cannot agree to consequential damages as part of a professional services contract.

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and the Consultant's representative shall cooperate with the City in all matters regarding this Agreement and in such a manner as will result in the performance of the services in a timely and expeditious fashion.

22. This Agreement represents the entire and integrated Agreement between the City and the Consultant, and supersedes all prior negotiations, representations or Agreements, either written or oral. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties.

23. Where the payment terms provide for compensation on a time and reimbursable expense materials basis, the Consultant shall maintain adequate records to permit inspection and audit of the Consultant's time and reimbursable expense materials charges under this Agreement. The Consultant shall make such records available to the City at the Consultant's office during normal business hours upon reasonable notice. Nothing herein shall convert such records into public records. Except as may be otherwise required by law, such records will be available only to the City. Such records shall be maintained by the Consultant for three (3) years following completion of the services under this Agreement.

24. The City and the Consultant agree, that to the extent permitted by law, until final approval by the City, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties. It is hereby agreed that the following information is not considered to be confidential under this

Agreement:

- a) Information already in the public domain;
- b) Information disclosed to Consultant by a third party who is not under a confidentiality obligation;
- c) Information developed by or in the custody of Consultant before entering into this Agreement;
- d) Information developed by Consultant through its work with other clients; and
- e) Information required to be disclosed by law or regulation, including, but not limited to, subpoena, court order or administrative order.

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~~24.25.~~(a) Consultant shall comply, and require its subcontractors to comply, with all applicable (i) professional canons and requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code Section 1090 et. seq., the California Political Reform Act (California Government Code Section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2

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California Code of Regulations Section 18700 et. seq.). At any time, upon written request of City, Consultant shall provide a written opinion of its legal counsel and that of any subcontractor that, after a due diligent inquiry, Consultant and the respective subcontractor(s) are in full compliance with all laws and regulations. Consultant shall take, and require its subcontractors to take, reasonable steps to avoid any appearance of a conflict of interest. Upon discovery of any facts giving rise to the appearance of a conflict of interest, Consultant shall immediately notify City of these facts in writing.

(b) In performing the work or services to be provided hereunder, Consultant shall not employ or retain the services of any person while such person either is employed by City or is a member of any City council, commission, board, committee, or similar City body. This requirement may be waived in writing by the City Manager, if no actual or potential conflict is involved.

(c) Consultant represents ~~and warrants~~ that it has not paid or agreed to pay any compensation, contingent or otherwise, direct or indirect, to solicit or procure this Agreement or any rights/benefits hereunder.

(d) Neither Consultant, nor any of Consultant's subcontractors performing any services on this Project, shall bid for, assist anyone in the preparation of a bid for, or perform any services pursuant to, any other contract in connection with this Project unless fully disclosed to and approved by the City Manager, in advance and in writing. Consultant and any of its subcontractors shall have no interest, direct or indirect, in any other contract with a third party in connection with this Project unless such interest is in accordance with all applicable law and fully disclosed to and approved by the City Manager, in advance and in writing. Notwithstanding any approval given by the City Manager under this provision, Consultant shall remain responsible for complying with Section 25(a), above.

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(e) If Consultant should subcontract all or any portion of the work to be performed or services to be provided under this Agreement, Consultant shall include the provisions of this Section 25 in each subcontract and require its subcontractors to comply therewith.

(f) This Section 25 shall survive expiration or termination of this Agreement.

~~25-26.~~ All Plans, drawings, Specifications, reports, logs, and other documents prepared by the Consultant in its performance under this Agreement shall, upon completion of the project, be delivered to and be the property of the City pursuant to Paragraph 18 above, provided that the Consultant shall be entitled, at its own expense, to make copies thereof for its own use.

~~26-27.~~ The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall also govern the interpretation of this Agreement. Venue shall be vested in the Superior Court of the State of California, County of Riverside.

~~27-28.~~ Supplementary General Provisions. (For projects that are funded by Federal programs). The following provisions, pursuant to 44 Code of Federal Regulations, Part 13, Subpart C, Section 13.36, as it may be amended from time to time, are included in the Agreement and are required to be included in all subcontracts entered into by CONTRACTOR for work pursuant to the Agreement, unless otherwise expressly provided herein. These provisions supersede any conflicting provisions in the General Conditions and shall take precedence over the General Conditions for purposes of interpretation of the General Conditions. These provisions do not otherwise modify or replace General Conditions not in direct conflict with these provisions. Definitions used in these provisions are as contained in the General Conditions.

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- a) CONTRACTOR shall be subject to the administrative, contractual, and legal remedies provided in the General Conditions in the event CONTRACTOR violates or breaches terms of the Agreement.
- b) CITY may terminate the Agreement for cause or for convenience, and CONTRACTOR may terminate the Agreement, as provided the General Conditions.
- c) CONTRACTOR shall comply with Executive Order 11246 of September 24, 1965, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by CITY and/or subcontracts in excess of \$10,000 entered into by CONTRACTOR.)
- d) CONTRACTOR shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3) (All contracts and subcontracts for construction or repair.)
- e) CONTRACTOR shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a7) as supplemented by Department of Labor regulations (29 CFR Part 5).
- f) CONTRACTOR shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327330) as supplemented by Department of Labor regulations (29 CFR Part 5).
- g) CONTRACTOR shall observe CITY requirements and regulations pertaining to reporting included in the General Conditions.
- h) Patent rights with respect to any discovery or invention which arises or is developed in the course of or under the Agreement shall be retained by the CITY.

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- i) Copyrights and rights in data developed in the course of or under the Agreement shall be the property of the CITY. FEMA/CalOES reserve a royalty-free, nonexclusive, irrevocable license to reproduce, publish or otherwise use or authorize to others to use for federal purposes a copyright in any work developed under the Agreement and/or subcontracts for work pursuant to the Agreement.
- j) CONTRACTOR shall provide access by the City, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- k) CONTRACTOR shall retain all required records for three years after CITY makes final payments and all other pending matters relating to the Agreement are closed.
- l) CONTRACTOR shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (This provision applies to contracts exceeding \$100,000 and to subcontracts entered into pursuant to such contracts.)
- m) CONTRACTOR shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94163, 89 Stat. 871).

SIGNATURE PAGE FOLLOWS

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement.

City of Moreno Valley

~~HDR Engineering, Inc. Insert
Contractor/Consultant Name~~

BY: _____
Chief Financial Officer
/City Manager/Mayor
(Select only one please)

Date

BY: _____
Name: _____
TITLE: _____
(President or Vice President)

Date

BY: _____
Name: _____
TITLE: _____
(Corporate Secretary)

Date

INTERNAL USE ONLY

ATTEST:

City Clerk
(only needed if Mayor signs)

APPROVED AS TO LEGAL FORM:

City Attorney

Date

RECOMMENDED FOR APPROVAL:

Department Head
(if contract exceeds 15,000)

Date

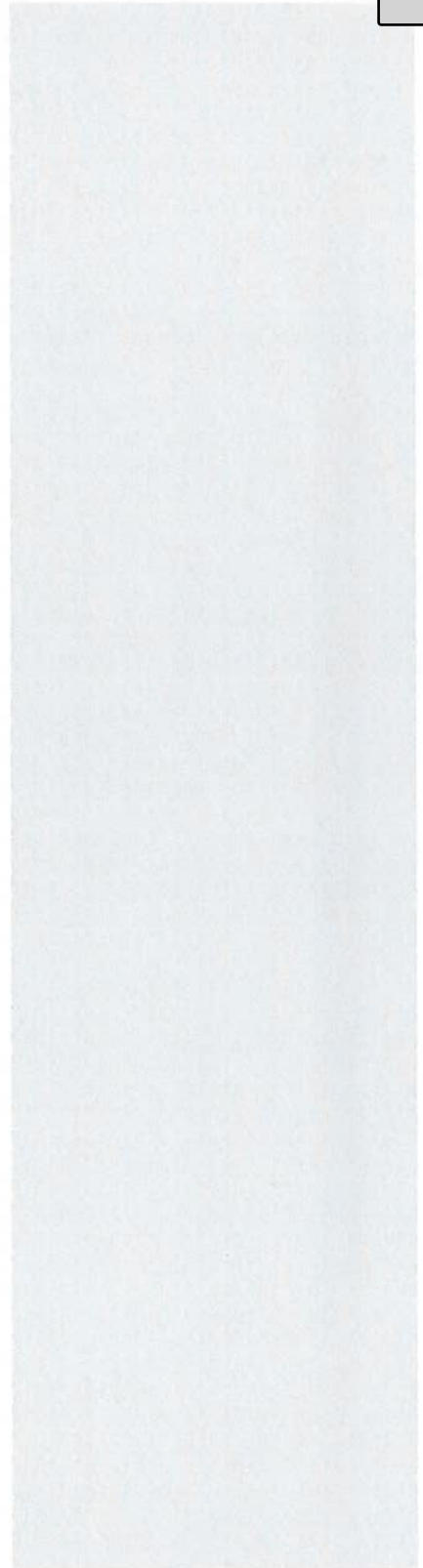


EXHIBIT C**CITY - SERVICES TO BE PROVIDED
TO CONSULTANT**

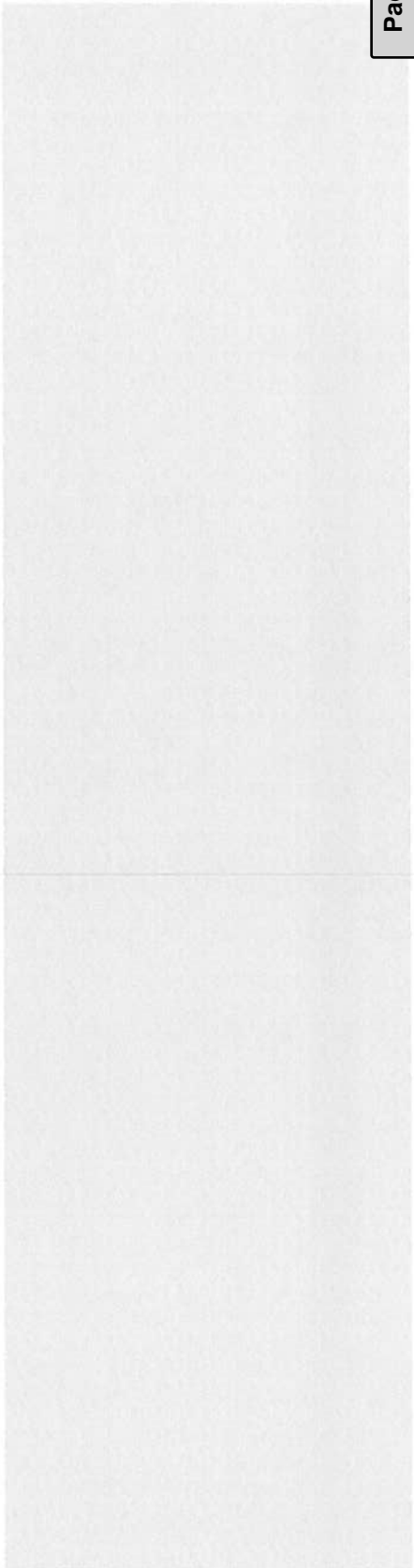
1. Furnish the Consultant all in-house data which is pertinent to services to be performed by the Consultant and which is within the custody or control of the City, including, but not limited to, copies of record and off-record maps and other record and off-record property data, right-of-way maps and other right-of-way data, pending or proposed subject property land division and development application data, all newly developed and pertinent design and project specification data, and such other pertinent data which may become available to the City.
2. Provide timely review, processing, and reasonably expeditious approval of all submittals by the Consultant.
3. Provide timely City staff liaison with the Consultant when requested and when reasonably needed.

EXHIBIT C

EXHIBIT D

TERMS OF PAYMENT

1. The Consultant's compensation shall not exceed \$_____
2. The Consultant will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: http://www.moval.org/do_biz/biz-license.shtml
3. The Consultant will electronically submit an invoice to the City once a month for progress payments along with documentation evidencing services completed to date. The progress payment is based on actual time and materials expended in furnishing authorized professional services during the preceding calendar month. At no time will the City pay for more services than have been satisfactorily completed and the City Engineer's determination of the amount due for any progress payment shall be final. The consultant will submit all original invoices to Accounts Payable staff at AccountsPayable@moval.org
Accounts Payable questions can be directed to (951) 413-3073.
Copies of invoices may be submitted to the _____ Department at
<email address>@moval.org or calls directed to (951) 413-????.
4. The Consultant agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid



because the completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at:

http://www.moval.org/city_hall/forms.shtml#bf

5. The minimum information required on all invoices is:
 - A. Vendor Name, Mailing Address, and Phone Number
 - B. Invoice Date
 - C. Vendor Invoice Number
 - D. City-provided Reference Number (e.g. Project, Activity)
 - E. Detailed work hours by class title (e.g. Manager, Technician, or Specialist), services performed and rates, explicit portion of a contract amount, or detailed billing information that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.
6. The City shall pay the Consultant for all invoiced, authorized professional services within thirty (30) days of receipt of the invoice for same.

EXHIBIT D

EXHIBIT E**INSURANCE REQUIREMENTS****Minimum Scope of Insurance**

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, which shall include insurance for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations, products and completed operations, and contractual liability.
2. The most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, which shall include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1-Any Auto).
3. Workers' Compensation insurance as required by the California Labor Code and Employer's Liability Insurance.
4. Professional Liability (Errors and Omissions) insurance appropriate to Consultant's profession.

Minimum Limits of Insurance

Consultant shall maintain limits of liability of not less than:

1. General Liability:
\$1,000,000 per occurrence for bodily injury and property damage
\$1,000,000 per occurrence for personal and advertising injury
\$2,000,000 aggregate for products and completed operations
\$2,000,000 general aggregate
2. Automobile Liability:
\$1,000,000 per accident for bodily injury and property damage
3. Employer's Liability:
\$1,000,000 each accident for bodily injury
\$1,000,000 disease each employee
\$1,000,000 disease policy limit

4. Professional Liability (Errors and Omissions):

\$1,000,000 perclaim/~~occurrence~~

\$2,000,000 policy aggregate

Umbrella or Excess Insurance

In the event Consultant purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies).

Deductibles and Self-Insured Retentions

Consultant shall be responsible for payment of any deductibles contained in any insurance policy(ies) required hereunder and Consultant shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the City Manager or his/her designee. At the option of the City Manager or his/her designee, either (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers; ~~or (ii) Consultant shall provide a financial guarantee, satisfactory to the City Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses.~~ At no time shall City be responsible for the payment of any deductibles or self-insured retentions.

Other Insurance Provisions

The General Liability and Automobile Liability insurance policies are to contain, or be endorsed to contain, the following provisions:

1. City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers are to be covered as additional insureds.
2. The coverage shall contain no special limitations on the scope of protection afforded to City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers.
3. Consultant's insurance coverage shall be primary and no contribution shall be required of City.

The Workers' Compensation insurance policy is to contain, or be endorsed to contain, the following provision: Consultant and its insurer shall waive any right of subrogation against City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers.

If the Professional Liability (Errors and Omissions) insurance policy is written on a claims-made form:

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by Consultant.
2. Insurance must be maintained and evidence of insurance must be provided for at least 3 years after any expiration or termination of the Agreement or, in the alternative, the policy shall be endorsed to provide not less than a 3-year discovery period.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by Consultant, Consultant must purchase extended reporting coverage for a minimum of 3 years following the expiration or termination of the Agreement.
4. A copy of the claims reporting requirements must be submitted to City for review.
5. These requirements shall survive expiration or termination of the Agreement.

All policies of insurance required hereunder shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after 30 calendar day written notice by certified mail, return receipt requested, has been given to City. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, Consultant shall furnish City with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for City, Consultant shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than 15 calendar days prior to the expiration date of the expiring policy.

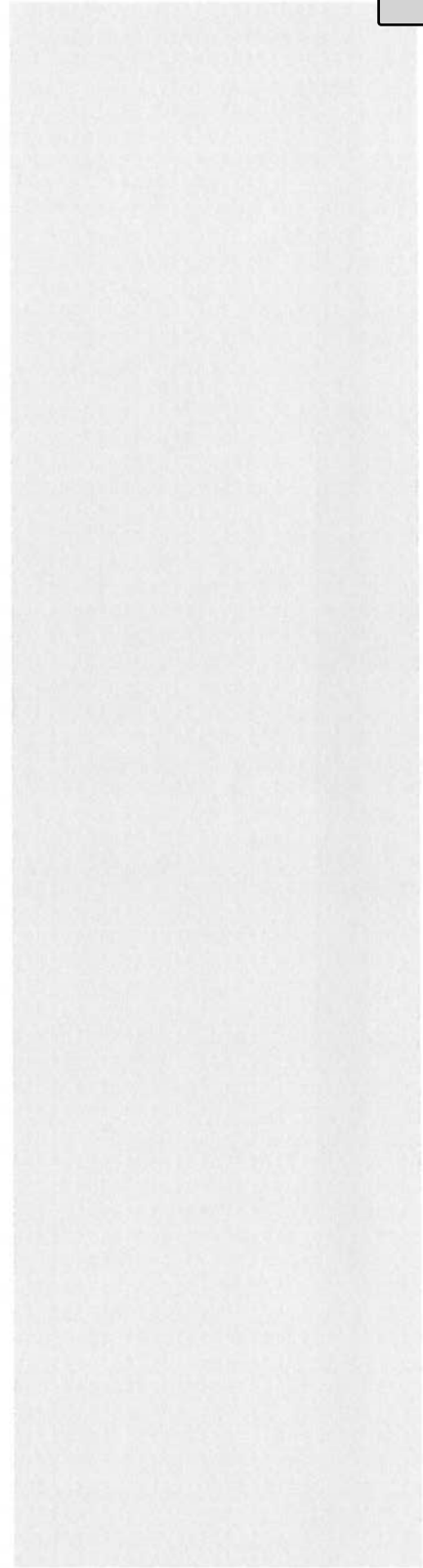
Acceptability of Insurers

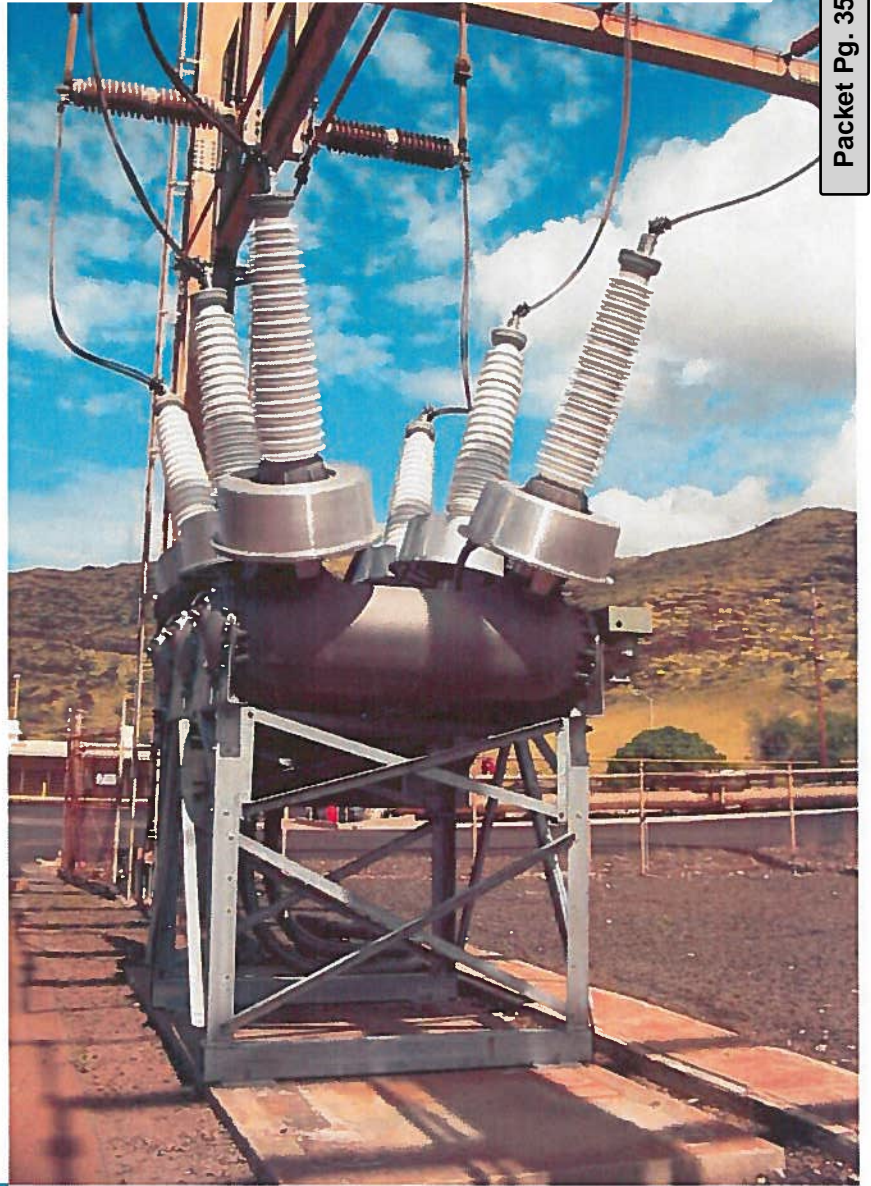
All policies of insurance required hereunder shall be placed with an insurance company(ies) admitted by the California Insurance Commissioner to do business or provide insurance in the State of California and rated not less than "A-VII" in Best's Insurance Rating Guide; or authorized by the City Manager or his/her designee.

Comment [SMB8]: In case a non-admitted surplus lines carrier.

Verification of Coverage

Consultant shall furnish City with all certificate(s) and **applicable endorsements** effecting coverage required hereunder. All certificates and **applicable endorsements** are to be received and approved by the City Manager or his/her designee prior to City's execution of the Agreement and before work commences.





Appendix G.

Statement Acknowledgements

Statement Acknowledgements

As part of the proposal MVU also requested that we include statements 1 thru 21, as described in pages 15 thru 17 of the Request for Proposal.

HDR can agree to these statements provided that the final agreement will take precedence if there is a conflict between the Agreement and the RFP and/or HDR's proposal.

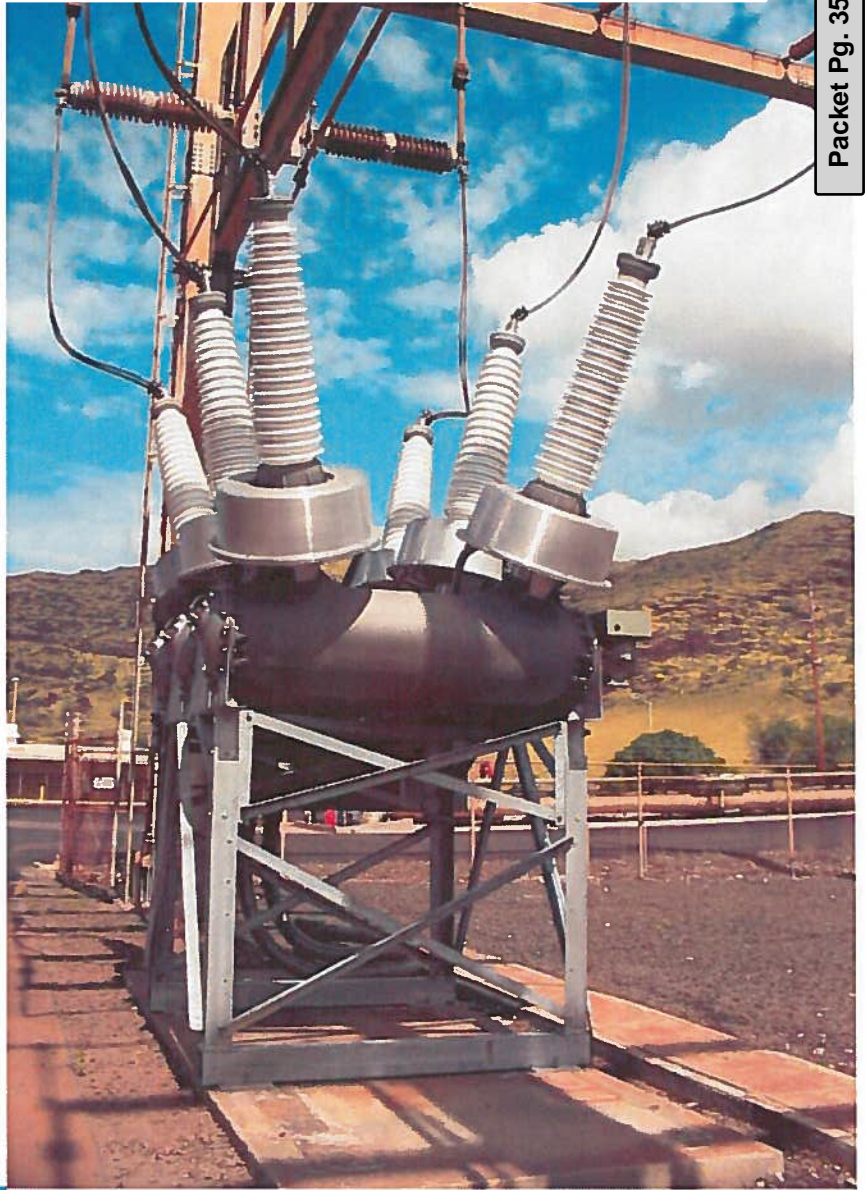


Design and Engineering of Kitching Street Electrical Substation & Associated Switchyard

City of Moreno Valley's Electric Utility Division

October
2015





Subconsultant Information

PROPOSER'S LIST OF SUBCONSULTANTS

The bidder shall list all subcontractors. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax/ E-Mail	Description of Portion of Work to be Performed
Name PGA Engineers, INC	Phone (714) 879-2250	Hydrology Report
Address 1215 W. Imperial Hwy. Suite 104	Fax	Foundation Design
City State ZIP Brea, CA 92821	E-Mail pete.aguiar@pgaeng.com	Structural Design
Name	Phone	
Address	Fax	
City State ZIP	E-Mail	
Name	Phone	
Address	Fax	
City State ZIP	E-Mail	
Name	Phone	
Address	Fax	
City State ZIP	E-Mail	
Name	Phone	
Address	Fax	
City State ZIP	E-Mail	
Name	Phone	
Address	Fax	
City State ZIP	E-Mail	

PGA ENGINEERS, INC.

1215 W. Imperial Hwy. Suite 104 · Brea, CA 92821 · (714) 879-2250 · cell (714) 263-7882

PGA Engineers, Inc., a CPUC-certified MBE company provides a high quality, reliable and cost efficient engineering design services in civil/structural engineering related to transmission, substation and distribution systems. We offer the following structural engineering tasks in our field of expertise and background:

Analysis, engineering, and design, including the following areas of expertise:

1. Foundation Design
 - 1.1. Foundation layouts and foundation details
 - 1.2. Cast in place pier footings and precast driven piles
 - 1.3. Spread footings for transformers, circuit breakers, etc.
 - 1.4. Concrete trenches – precast and cast in place (for control cables and power cables)
 - 1.5. Demolition plans
2. Structural design of substation components
 - 2.1. Structural Steel layouts and steel details
 - 2.2. Line Dead end structures, bus supports, transformer racks
 - 2.3. Equipment supports, poles
 - 2.4. Equipment supports
 - 2.5. Standards (ECS and CSR drawings)
3. Buildings, MEERs
 - 3.1. Mechanical Equipment Electrical Room
 - 3.2. Control Buildings
 - 3.3. Restroom facilities
 - 3.4. Modifications/Additions to existing buildings
4. Structural Walls
 - 4.1. Firewalls for Fire Mitigation projects
 - 4.2. Retaining walls
 - 4.3. Perimeter walls; chain link fences, block walls, etc.
5. Construction Support
 - 5.1. Support to Construction to Resolve Issues Related to Constructability of completed design package and other related field issues.
6. Technical Review of In-house or other Consultant's design package
 - 6.1. Quality review of completed structural design package to assure compliance of project requirements and Edison standards.

PGA ENGINEERS, INC.

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RELEVANT STRUCTURAL ENGINEERING DESIGNS

Our engineering team has design various transmission and substation projects for over 20 years. The following is a list of relevant designs that were completed successfully by PGA Engineers, Inc. for Southern California Edison:

1. Anita Substation – Replaced No. 3 bank, various work on 4kV Switchrack, structural engineering and design
2. Bassett Substation – Replaced No. 3 bank 66kV Lightning arresters, structural engineering and design
3. Cardiff Substation – Replaced No. 3 bank 66kV Lightning arresters, structural engineering and design
4. Cardiff Substation – Replaced No. 4 bank 66kV Lightning arresters, structural engineering and design
5. Carson Substation – Replaced 3-66kV circuit breakers, structural engineering and design
6. Cornuta Substation – Replaced (2) 12kV circuit breaker bus tie and No.2 bank with 3500A CB, structural engineering and design
7. Declz Substation – Replaced (7) 12kV circuit breakers, structural engineering and design
8. El Nido Substation – Replaced (2) circuit breakers and 66kV potential transformer, structural engineering and design
9. Greening Substation – Added 12kV Duct bank, structural engineering and design
10. Mentone Substation – Installed new 66kV potential transformer, structural engineering and design
11. Mesa Substation – Replaced potential transformers at (7) positions, structural engineering and design
12. Milliken Substation – Installed new underground distribution getaway system, structural engineering and design
13. Miraloma Substation – Increased capacity of transformer bank from 28MVA to 56 MVA, structural engineering and design
14. Pan Aero Substation – Replaced (1) 115kV circuit breaker and added new 115kV lightning arresters, structural engineering and design
15. San Bernardino Substation – Added (3) ABB polymer lightning arrests to Line Pos. 10, structural engineering and design
16. San Bernardino Substation – Added (3) ABB polymer lightning arrests to south bus structure-west end, structural engineering and design
17. Seawind Substation – Replaced (1) 115kV circuit breaker and added new 115kV lightning arresters, structural engineering and design
18. Server Substation – Added new 66/12 kV customer substation, structural engineering and design
19. Three Rivers Substation – Added 12kV circuit breakers, structural engineering and design
20. Titan Substation – Modified 66kV switchrack, added potential transformers, structural engineering and design
21. Venwind Substation – Added relay cubicle pull box, structural engineering and design

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22. Vista Substation – Added 66kV Disconnects and 66kV circuit breakers, structural engineering and design
23. Vista Substation – Replaced 66kV circuit breakers, added 66kV lightning arresters
24. Windhub Substation – Reviewed and checked new 500kV Substation design, structural engineering and design
25. Amalia Substation – Added new 16kV switchrack, structural engineering and design
26. Amalia Substation – Added 10' high perimeter block wall and designed SPCC
27. Acton Substation – Upgraded 66/12kV substation
28. Colorado River Substation – New 500/220kV Substation
29. Wellgen Substation – New 66kV Customer Switching Substation
30. Glow Substation – New 66kV Customer Substation

Pete Aguilar, the principal engineer and his staff has been involved with hundreds of transmission and substation projects involving civil and structural works. These projects included new facilities and upgrades of existing facilities for all voltage levels from 500kV thru 12 kV in transmission and substation engineering. Pete has also provided support to field forces in construction, maintenance and operations groups.

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REFERENCES

- **Parduman Marwah** – Manager, Civil/Geotechnical/Structural/Inspection Group
Southern California Edison Company
One Innovation Way
Pomona, CA 91768
909 274-1436
- **Florizel Bautista** – Supervising Engineer, Structural Group
Southern California Edison Company
One Innovation Way
Pomona, CA 91768
909 274-1489
- **Genevieve Kurdi** – Senior Engineer, Civil/Structural Group
Southern California Edison Company
One Innovation Way
Pomona, CA 91768
909 274-1478

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COMPUTER PROGRAMS FOR DESIGN

PGA Engineers will use computer programs for design. Those related primarily to civil and structural design are described below as they relate to substation design and transmission and distribution systems. These programs will be utilized by PGA, but are not for distribution to third parties.

- **RISA-2D and RISA 3D** – RISA (Rapid Interactive Structural Analysis) is a general purpose two- and three- dimensional analysis and design program. This program has been developed to make the definition, solution and modification of 2D and 3D problem data as fast and easy as possible. Complete steel design is included in the program. Analysis, up to and including calculation of maximum deflections and stresses may be done on structures constructed of any material or combination of materials.
- **STAAD Pro** – Structural analysis program created by Bentley
- **ENERCALC** – Enercalc is a collection of design and analysis programs for civil and structural engineering. The programs contained in this package perform engineering calculations for most of the common tasks performed by an engineer. Beams, columns, footings, connections, walls, diaphragms, and many other items can be engineered in steel, concrete, timber and masonry
- **AUTOCAD** – computed aided design drafting
- **BIPILE** – An SCE-developed program to calculate pier foundations for substation steel structures.
- **SAG Program** – An SCE-based computer program that calculates conductor sag during stringing and operating stages.
- **SPMOM** – An SCE-developed computer program for the transmission pole loading analysis
- **FOOTING** – An SCE-developed computer program for the design of steel pole foundations

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RESUME**Pete Aguilar, P.E. (CA, NV, AZ)**

Principal

Summary of Qualifications

Extensive experience in engineering and management, standards development, leadership, mentoring, problem solving with responsibilities in engineering, design, planning, workload management, budget forecasting, scheduling, construction support and technical expertise.

Work Experience Highlights

- Provided management and leadership for the Structural Engineering Group in the T/S Engineering section. Demonstrated technical oversight and quality control of project assignments and completed work products. Supported licensing and permitting of new projects. Monitored budget and schedules within the area of responsibility. Interacted with vendors, suppliers, manufacturers and evaluates and qualifies engineering consultants, design contractors and products/services providers in transmission and substation group. Interacted with Supply Chain Management for proposal evaluation and material procurement.
- Prepared performance assessments, and developed strategies associated with the planning, design, licensing, construction, operation and maintenance of SCE's TDBU facilities/systems. Provided consultation and recommendations to Management and/or clients as a result of leadership of analysis, studies and engineering of SCE's and/or client's systems, processes, equipment, or facilities.
- Developed projects work requirements, job expectations, goals and objectives and status reports. Was involved in staff forecasting, resource availability, employee selection, training, job assignment & monitoring. Is knowledgeable with safety regulations, technical specifications, corporate policies, equal opportunity policies and ethics.
- Lead Engineer for the Civil/Structural Group in the T & D Engineering and Technical Services from 1997-2009.
- Engineer, for various electrical transmission and substation projects for civil/structural works, development of design standards, repair methods and field support for damaged foundations and steel structures after the Northridge earthquake, development of remedial measures for damaged foundations due to reactive aggregates and damaged steel structures due to corrosion, etc.
- Designed, analyzed or modified substation structures and foundations for line structures, bus structures, disconnects supports, bus supports turning poles, etc. for 500kV, 220kV, 115kV, 69kV, 12kV and 4kV facilities.
- Designed, analyzed or modified transmission structures and foundations including towers and steel poles for 500kv, 220kV, 115kV and 69kV lines.
- Designed 220kV transmission line relocation project.
- Design Engineer for structural works in chemical plants, industrial facilities, commercial structures, buildings, service stations, etc.

PGA ENGINEERS, INC.

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- Supervised construction of multi story buildings, Bureau of Internal Revenue Computer Center, Manila, Philippines. Construction of large parking structure, including site development works, drainage systems, sanitary structures, Manila Casino, Philippines. Construction of Depot structures for the Manila Light Railway Transit. Preparation of project bid documents including cost estimates and quantity surveying.
- Project management for projects of the Philippine government that included roads, drainage systems, school buildings, rock causeways, bridges. Preparation of programs of work including cost estimating and scheduling.

Education

- Master of Project Management
Keller Graduate School of Management of Devry (With Distinction)
Long Beach, California
- B.S. Civil Engineering,

Registration

- Civil Engineer (California) No. C53034
- Civil Engineer (Nevada) No. 023038
- Civil Engineer (Arizona) No. 30253

Affiliations

- Member, American Society of
Civil Engineers

Employment History

- PGA Engineers, Inc., Brea, CA, 2009 - present
- Southern California Edison Company, Rosemead, CA, 1991 - 2009
- Ralph M. Parsons Company, Pasadena, CA, 1991
- Lopez and Associates, La Puente, CA, 1989-1990
- N. L. Mandley Engineers, Covina, CA, 1987-1989
- Urban Consolidated Constructors Philippines Inc., Manila, Philippines, 1983-1986



Cost Proposal - Design and Engineering of Kitching Street Electrical Substation & Associated Switchyard

City of Moreno Valley's Electric Utility Division

October
2015





October 22, 2015

Clement Jimenez, P.E.
City of Moreno Valley's Electric Utility Division
14177 Frederick St.
Moreno Valley, CA 92553

RE: Kitching Street Electrical Substation & Switchyard Design

Dear Mr. Jimenez and Selection Committee,

For nearly a century, HDR has partnered with clients to push boundaries and shape communities. We understand the importance of successfully completing the Kitching Substation and Switchyard and the benefits it will bring to the Moreno Valley Utility by being able to provide economic development rates that would attract businesses and jobs to the City.

Our depth in engineering and architecture experience along with our excellent record of delivering projects on time and on budget make HDR a strong partner for the City of Moreno Valley. We have thoughtfully taken into account the overall project goals and objectives and HDR offers the following advantages to MVU:

An SCE Experienced and Local Project Team: HDR is a Southern California Edison (SCE) approved Substation Design contractor and our dynamic and integrated team is located in our Irvine and Riverside offices. Our substation design team has 75 years of combined SCE design experience and our structural subconsultant, PGA Engineers, is also an SCE approved contractor with an excellent and long-standing relationship with SCE. HDR and PGA have managed, designed, and implemented a wide variety of similar projects for SCE and clients with substations connecting to SCE.

An Experienced Project Manager: Our Project Manager, Fernando Garcia P.E., is very familiar with the execution of interconnection facilities having worked directly at SCE as a Project Manager responsible for successful permitting, designing, and construction of substation interconnection facilities for SCE. Fernando is also a highly technical project manager having designed on time and on budget many greenfield substations for SCE and other clients in his career.

A highly-developed plan for schedule and budget control: We take a disciplined approach to schedule and budget control by incorporating earned value analysis as part of our projects. We monitor the project scope, budget, and schedule on a monthly basis (or as determined by the client) and we provide ongoing metrics including earned value, cost performance index, and schedule performance index. Tracking project metrics allows us to identify patterns early on so they can be corrected on time and so the project can be completed as planned.

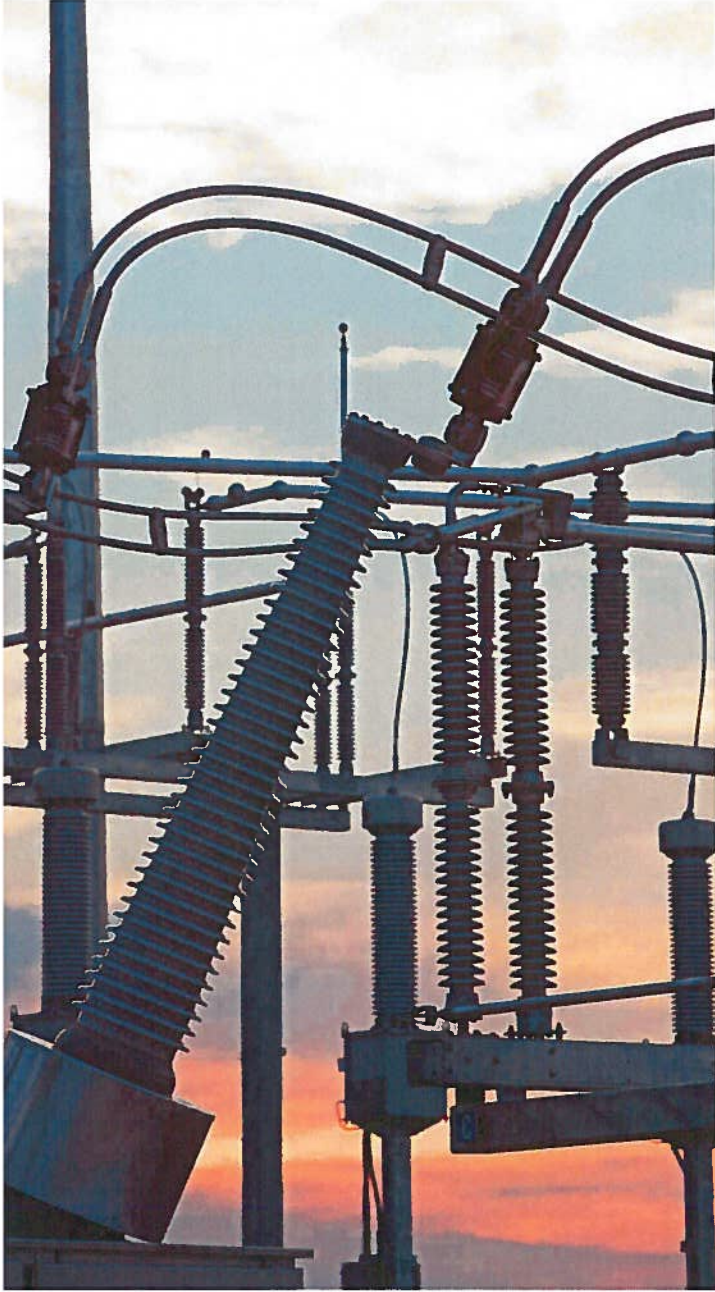
Strong QA/QC Program: We believe that quality products and services result from having sound business practices, retaining talented staff, and focusing on being responsive to our client's needs. HDR has a proven QA/QC program based on fundamental principles and guidelines set forth by ISO 9001:2008 Series of International Standards for quality management, and it is this process that will ensure the project deliverables are of the highest quality.

We greatly appreciate the opportunity to present you with our proposal for this important project. Should you have any questions or need additional information, please contact your Project Manager Fernando Garcia (fernando.garcia@hdrinc.com) at 714.730.2470. We look forward to working with the City of Moreno Valley and supporting your project needs.

Sincerely,
HDR Engineering, Inc.

Fernando Garcia, PE
Project Manager

Scott Hereim
Senior Vice President



Cost Proposal



Cost Proposal

It is important to note that the cost in the proposal is based on the understanding that construction would take 44 weeks. Accordingly, we have estimated our Construction Manager to participate in the construction bidding process (reviewing the documents and providing a constructibility review) as well as being on site throughout the duration of the estimated construction timeframe. The schedule currently shows a 47 working-day float and would the substation be completed earlier on there would not be a need for our Construction Manager (who is local) be at the site thus reducing the costs associated with Construction Inspection.

Following MVU's direction on the RFP and Question 9.3 to keep the Cost separated from the proposal response, we are submitting the cost as this separate document named "Cost Proposal", following the format provided in Attachment 3 of the RFP. Please see the following pages for the breakdown.

**REQUEST FOR PROPOSAL FOR
PROFESSIONAL CONSULTANT DESIGN SERVICES
PROJECT NUMBER: 805 0027**

CITY OF MORENO VALLEY

PROPOSER'S COST PROPOSAL

**KITCHING STREET ELECTRICAL SUBSTATION AND SWITCHYARD
PROJECT NO. 805-0027**

PREPARE: ENVIRONMENTAL COMPLIANCE REPORTS, STORM WATER POLLUTION PREVENTION PLAN, GRADING PLANS, SUBSTATION PERIMETER WALL PLANS, CONSTRUCTION PLANS, EQUIPMENT SPECIFICATIONS, OFF-SITE STREET IMPROVEMENT PLANS, OFF-SITE LANDSCAPING PLANS, SUBSTATION SCADA PLANS, CONSTRUCTION RFP DOCUMENT, SWITCHYARD, ONSITE ENGINEER CONSTRUCTION INSPECTION SERVICES.

PROPOSER: HDR, Inc

(Proposer Name)

BASE PROPOSAL ITEMS SUBSTATION:

ITEM NO.	DESCRIPTION OF ITEMS	ESTIMATED QUANTITY		UNIT PRICE (FIGURES)	TOTAL COST (FIGURES)
1	Prepare Environmental Compliance Report (Entire Site)	1	LS	\$	\$ 55,355
2	Prepare SWPPP Plans (Entire Site)	1	LS	\$	\$ 12,454
3	Prepare Grading Plans (Entire Site)	1	LS	\$	\$ 55,801
4	Prepare Off-site Street Improvement Plans and Specifications (Entire Site)	1	LS	\$	\$ 50,647
5	Prepare Landscape Plans and Specifications (Entire Site)	1	LS	\$	\$ 64,611
6	Prepare Fence/Wall/Gate Plans and Specifications (Entire Site)	1	LS	\$	\$ 23,376
7	Prepare On-site Civil, Mechanical, Electrical Equipment Plans & Specs	1	LS	\$	\$ 427,315
8	Prepare Specifications for Ordering of Equipment and Materials	1	LS	\$	\$ 5,352
9	Provide Plans and Specifications for SCADA system	1	LS	\$	\$ 52,593
10	Provide Services to Prepare RFP for Substation Construction	1	LS	\$	\$ 6,629

**REQUEST FOR PROPOSAL FOR
PROFESSIONAL CONSULTANT DESIGN SERVICES
PROJECT NUMBER: 805 0027**

ITEM NO.	DESCRIPTION OF ITEMS	ESTIMATED QUANTITY		UNIT PRICE (FIGURES)	TOTAL COST (FIGURES)
11	Onsite Engineer/Inspector during Construction	1	LS	\$	\$ 175,996
	Substation Subtotal (Item1-11)	-	-	-	\$ 930,129

SUBSTATION

Total Substation cost amount in NUMBERS for Items 1 through 11

\$ 930,129

Total Substation cost amount in WORDS for Items 1 through 11

\$ Nine Hundred Thirty Thousand, One Hundred and Twenty Nine Dollars

ADDITIVE ALTERNATE PROPOSAL ITEM SWITCHYARD:

ITEM NO.	DESCRIPTION OF ITEMS	ESTIMATED QUANTITY		UNIT PRICE (FIGURES)	TOTAL COST (FIGURES)
12	Switchyard (Item 12) (Switchyard portion of Costs for Items 1-6 included with Substation Costs)	1	LS	\$	\$ 278,595
	Switchyard Subtotal (Item 12)	1	LS	\$	\$ 278,595

SWITCHYARD

Total Switchyard cost amount in NUMBERS for Item 12

\$ 278,595

Total Switchyard cost amount in WORDS for Item 12

\$ Two Hundred and Seventy-Eight Thousand, Five Hundred and Ninty Five Dollars Dollars

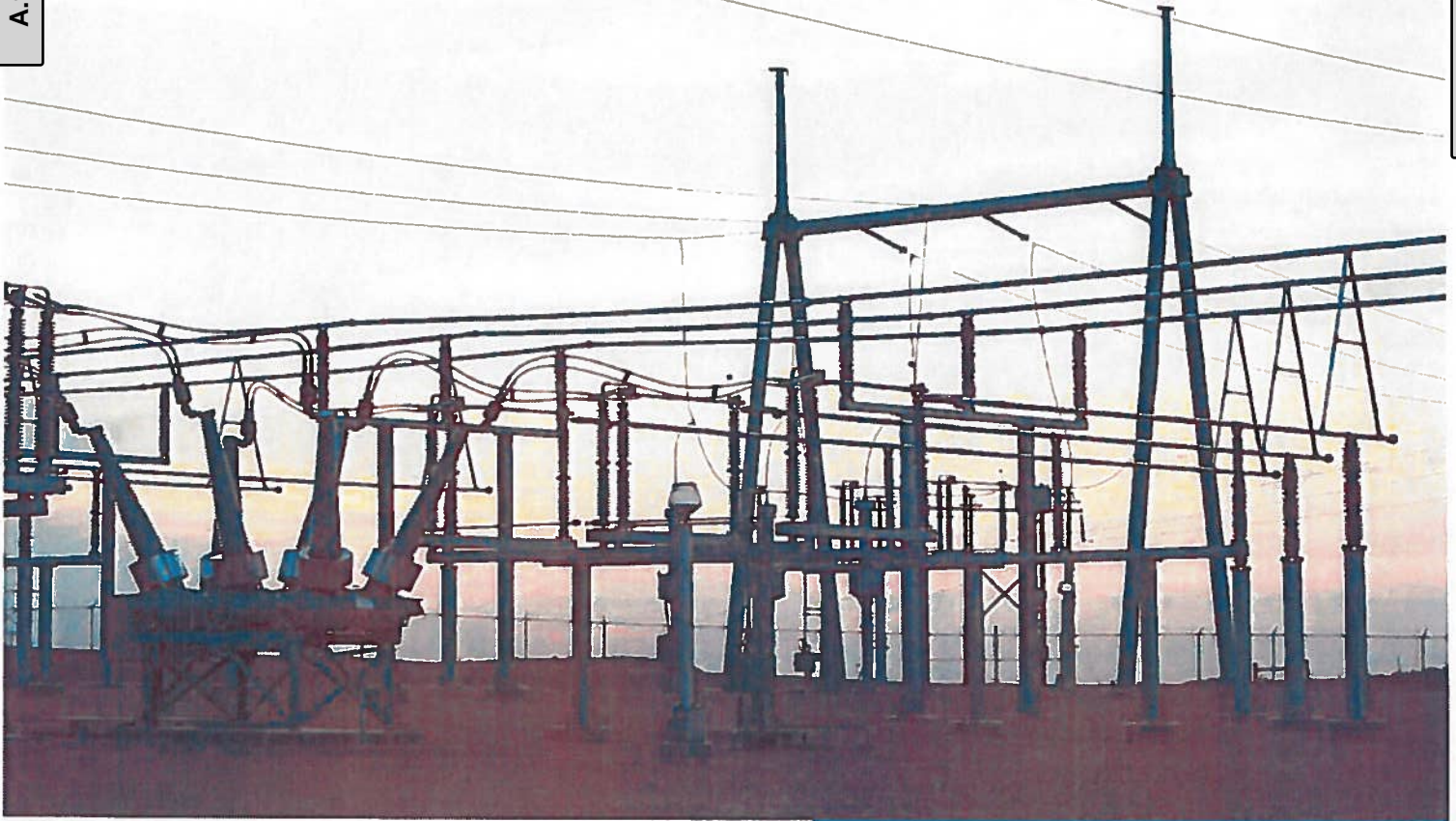
SUBSTATION AND SWITCHYARD TOTAL

Total Substation and Switchyard cost amount in NUMBERS for Items 1 - 12

\$ 1,208,724

Total Substation and Switchyard cost amount in WORDS for Items 1 - 12

\$ One Million, Two Hundred and Eight Thousand, Seven Hundred and Twenty- Four Dollars



Revised 10/30/15
Cost Proposal - Design
and Engineering of
Kitching Street Electrical
Substation & Associated
Switchyard

City of Moreno Valley's Electric Utility Division

October
2015





October 30 2015

Clement Jimenez, P.E.
City of Moreno Valley's Electric Utility Division
14331 Frederick St., Suite #2
Moreno Valley, CA 92552

RE: Clarifications / Additional Information Based on 10/28/15 Interview - Moreno Valley Kitching Substation

Dear Mr. Jimenez and Selection Committee,

The following additions and clarifications regarding the scope of work and estimate are based on the information provided during the interview with the City on 10/28/15, and they serve as an Addendum to our original proposal submitted on 10/22/15:

- MVU agreed to the comments HDR provided on the contract related to section 14 (strict liability) and section 19c (indirect, consequential, economic and incidental damages).
- The 12kV equipment in the yard (with the exception of the capacitor banks) will be switchgear (not air insulated as originally proposed). The switchgear will also serve as a control building since it will house all of the protective relaying equipment for the substation.
- The 12kV Capacitor banks will be three-stage (not two-stage as originally proposed).
- The PME10 switchgear will be installed inside of the substation (not outside as originally proposed).
- HDR's Project Manager will participate on Project Review Staff Committee (PRSC) meetings as required by the City.
- The contract between The City of Moreno Valley and SCE is a Wholesale Distribution Access Tariff (WDAT) and not a Large Generating Interconnection Agreement (LGIA) as described in the proposal.
- HDR shall not provide Construction Inspection services.
- The Cost Proposal shall have a \$50,000 line item defined as "Additional Services as Required by the City". These funds would be available if additional services are required and the City provides written authorization to HDR.
- The attached revised Cost Proposal incorporates the changes described as part of this document.
- HDR acknowledges that the City is only awarding the substation portion of the project at this time and that there is no guarantee that the City will award the switchyard portion of the project. If SCE agrees to have the City design the switchyard, the City's Agreement with HDR will be amended to include the additional scope of work and cost. The proposed cost of \$278,595 to design the Switchyard (per SCE standards) will remain the same if the City decides to award it to HDR later on in 2016.

Should you have any questions or need additional information, please contact your Project Manager Fernando Garcia (fernando.garcia@hdrinc.com) at 714.730.2470. We greatly appreciate the opportunity to support you on the project and we look forward to working with the City of Moreno Valley and making the project a success.

Sincerely,
HDR Engineering, Inc.

Fernando Garcia, PE
Project Manager

Scott Hereim
Senior Vice President

**REQUEST FOR PROPOSAL FOR
PROFESSIONAL CONSULTANT DESIGN SERVICES
PROJECT NUMBER: 805 0027**

CITY OF MORENO VALLEY

PROPOSER'S COST PROPOSAL

**KITCHING STREET ELECTRICAL SUBSTATION AND SWITCHYARD
PROJECT NO. 805-0027**

PREPARE: ENVIRONMENTAL COMPLIANCE REPORTS, STORM WATER POLLUTION PREVENTION PLAN, GRADING PLANS, SUBSTATION PERIMETER WALL PLANS, CONSTRUCTION PLANS, EQUIPMENT SPECIFICATIONS, OFF-SITE STREET IMPROVEMENT PLANS, OFF-SITE LANDSCAPING PLANS, SUBSTATION SCADA PLANS, CONSTRUCTION RFP DOCUMENT, SWITCHYARD, ONSITE ENGINEER CONSTRUCTION INSPECTION SERVICES.

PROPOSER: HDR, Inc

(Proposer Name)

BASE PROPOSAL ITEMS SUBSTATION:

ITEM NO.	DESCRIPTION OF ITEMS	ESTIMATED QUANTITY		UNIT PRICE (FIGURES)	TOTAL COST (FIGURES)
1	Prepare Environmental Compliance Report (Entire Site)	1	LS	\$	\$ 55,355
2	Prepare SWPPP Plans (Entire Site)	1	LS	\$	\$ 12,454
3	Prepare Grading Plans (Entire Site)	1	LS	\$	\$ 55,801
4	Prepare Off-site Street Improvement Plans and Specifications (Entire Site)	1	LS	\$	\$ 50,647
5	Prepare Landscape Plans and Specifications (Entire Site)	1	LS	\$	\$ 54,345
6	Prepare Fence/Wall/Gate Plans and Specifications (Entire Site)	1	LS	\$	\$ 15,931
7	Prepare On-site Civil, Mechanical, Electrical Equipment Plans & Specs	1	LS	\$	\$ 340,759
8	Prepare Specifications for Ordering of Equipment and Materials	1	LS	\$	\$ 5,352
9	Provide Plans and Specifications for SCADA system	1	LS	\$	\$ 52,593
10	Provide Services to Prepare RFP for Substation Construction	1	LS	\$	\$ 6,629

**REQUEST FOR PROPOSAL FOR
PROFESSIONAL CONSULTANT DESIGN SERVICES
PROJECT NUMBER: 805 0027**

ITEM NO.	DESCRIPTION OF ITEMS	ESTIMATED QUANTITY		UNIT PRICE (FIGURES)	TOTAL COST (FIGURES)
11	Additional Services as Required by the City	1	LS	\$	\$ 50,000
	Substation Subtotal (Item1-11)	-	-	-	\$ 699,866

SUBSTATION

Total Substation cost amount in NUMBERS for Items 1 through 11

\$ 699,866

Total Substation cost amount in WORDS for Items 1 through 11

\$ Six Hundred and Ninety-Nine Thousand, Eight Hundred and Sixty-Six Dollars

ADDITIVE ALTERNATE PROPOSAL ITEM SWITCHYARD:

ITEM NO.	DESCRIPTION OF ITEMS	ESTIMATED QUANTITY		UNIT PRICE (FIGURES)	TOTAL COST (FIGURES)
12	Switchyard (Item 12) (Switchyard portion of Costs for Items 1-6 Included with Substation Costs)	1	LS	\$	\$ 278,595
	Switchyard Subtotal (Item 12)	1	LS	\$	\$ 278,595

SWITCHYARD

Total Switchyard cost amount in NUMBERS for Item 12

\$ 278,595

Total Switchyard cost amount in WORDS for Item 12

\$ Two Hundred and Seventy-Eight Thousand, Five Hundred and Ninety-Five Dollars

SUBSTATION AND SWITCHYARD TOTAL

Total Substation and Switchyard cost amount in NUMBERS for Items 1 - 12

\$ 978,461

Total Substation and Switchyard cost amount in WORDS for Items 1 - 12

\$ Nine Hundred and Seventy-Eight Thousand, Four Hundred and Sixty-One Dollars

EXHIBIT C

CITY - SERVICES TO BE PROVIDED

TO CONSULTANT

1. Furnish the Consultant all in-house data which is pertinent to services to be performed by the Consultant and which is within the custody or control of the City, including, but not limited to, copies of record and off-record maps and other record and off-record property data, right-of-way maps and other right-of-way data, pending or proposed subject property land division and development application data, all newly developed and pertinent design and project specification data, and such other pertinent data which may become available to the City.
2. Provide timely review, processing, and reasonably expeditious approval of all submittals by the Consultant.
3. Provide timely City staff liaison with the Consultant when requested and when reasonably needed.

EXHIBIT D

TERMS OF PAYMENT

1. The Consultant's compensation shall not exceed \$699,866.
2. The Consultant will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: http://www.moval.org/do_biz/biz-license.shtml
3. The Consultant will electronically submit an invoice to the City once a month for progress payments along with documentation evidencing services completed to date. The progress payment is based on actual time and materials expended in furnishing authorized professional services during the preceding calendar month. At no time will the City pay for more services than have been satisfactorily completed and the City Engineer's determination of the amount due for any progress payment shall be final. The consultant will submit all original invoices to Accounts Payable staff at AccountsPayable@moval.org
Accounts Payable questions can be directed to (951) 413-3073.
Copies of invoices may be submitted to the Electric Utility Division at clementj@moval.org or calls directed to (951) 413-3513.
4. The Consultant agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid

because the completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at:

http://www.moval.org/city_hall/forms.shtml#bf

5. The minimum information required on all invoices is:
 - A. Vendor Name, Mailing Address, and Phone Number
 - B. Invoice Date
 - C. Vendor Invoice Number
 - D. City-provided Reference Number (e.g. Project, Activity)
 - E. Detailed work hours by class title (e.g. Manager, Technician, or Specialist), services performed and rates, explicit portion of a contract amount, or detailed billing information that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.
6. The City shall pay the Consultant for all invoiced, authorized professional services within thirty (30) days of receipt of the invoice for same.

EXHIBIT E**INSURANCE REQUIREMENTS****Minimum Scope of Insurance**

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, which shall include insurance for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations, products and completed operations, and contractual liability.
2. The most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, which shall include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto).
3. Workers' Compensation insurance as required by the California Labor Code and Employer's Liability Insurance.
4. Professional Liability (Errors and Omissions) insurance appropriate to Consultant's profession.

Minimum Limits of Insurance

Consultant shall maintain limits of liability of not less than:

1. General Liability:
 - \$1,000,000 per occurrence for bodily injury and property damage
 - \$1,000,000 per occurrence for personal and advertising injury
 - \$2,000,000 aggregate for products and completed operations
 - \$2,000,000 general aggregate
2. Automobile Liability:
 - \$1,000,000 per accident for bodily injury and property damage
3. Employer's Liability:
 - \$1,000,000 each accident for bodily injury
 - \$1,000,000 disease each employee
 - \$1,000,000 disease policy limit

4. Professional Liability (Errors and Omissions):
\$1,000,000 per claim/occurrence
\$2,000,000 policy aggregate

Umbrella or Excess Insurance

In the event Consultant purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies).

Deductibles and Self-Insured Retentions

Consultant shall be responsible for payment of any deductibles contained in any insurance policy(ies) required hereunder and Consultant shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the City Manager or his/her designee. At the option of the City Manager or his/her designee, either (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers; or (ii) Consultant shall provide a financial guarantee, satisfactory to the City Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall City be responsible for the payment of any deductibles or self-insured retentions.

Other Insurance Provisions

The General Liability and Automobile Liability insurance policies are to contain, or be endorsed to contain, the following provisions:

1. City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers are to be covered as additional insureds.
2. The coverage shall contain no special limitations on the scope of protection afforded to City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers.
3. Consultant's insurance coverage shall be primary and no contribution shall be required of City.

The Workers' Compensation insurance policy is to contain, or be endorsed to contain, the following provision: Consultant and its insurer shall waive any right of subrogation against City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers.

If the Professional Liability (Errors and Omissions) insurance policy is written on a claims-made form:

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by Consultant.
2. Insurance must be maintained and evidence of insurance must be provided for at least 3 years after any expiration or termination of the Agreement or, in the alternative, the policy shall be endorsed to provide not less than a 3-year discovery period.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by Consultant, Consultant must purchase extended reporting coverage for a minimum of 3 years following the expiration or termination of the Agreement.
4. A copy of the claims reporting requirements must be submitted to City for review.
5. These requirements shall survive expiration or termination of the Agreement.

All policies of insurance required hereunder shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after 30 calendar day written notice by certified mail, return receipt requested, has been given to City. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, Consultant shall furnish City with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for City, Consultant shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than 15 calendar days prior to the expiration date of the expiring policy.

Acceptability of Insurers

All policies of insurance required hereunder shall be placed with an insurance company(ies) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-VII" in Best's Insurance Rating Guide; or authorized by the City

Manager or his/her designee.

Verification of Coverage

Consultant shall furnish City with all certificate(s) and **applicable endorsements** effecting coverage required hereunder. All certificates and **applicable endorsements** are to be received and approved by the City Manager or his/her designee prior to City's execution of the Agreement and before work commences.

MVU Capital Projects

Project Title	Project Description	Estimated Cost
Kitching Substation	Install 115kV/12kV substation	\$6,200,000
Kitching Switchyard	Design and Build SCE Switchyard	\$6,800,000
Kitching Substation to Edwin Rd.	Install conduit and cable from Kitching to Edwin Rd.	\$480,000
Kitching Backbone to Indian	Circuit going north towards Heacock for reliability	\$787,000
Kitching Substation to Perris Blvd.	Allow part of Iris circuit to transfer to Kitching substation	\$414,000
Kitching Substation to Lasselle Sports Park	Create a tie to Lasselle 12kV	\$477,000
Load transfer to Iris Interconnect	Install cable from Iris to Indian	\$378,000
Kitching Substation to Globe	Connect new circuit to Globe interconnect	\$459,000
Kitching Backbone to Perris Blvd.	Install conduit and cable along Modular Way to Perris Blvd.	\$465,000
Kitching – Nason 12kV tie	Ties Kitching substation to MoVal substation providing additional reliability	\$816,000
Kitching Substation Project Total		\$17,276,000



Report to City Council

TO: Mayor and City Council

FROM: Abdul Ahmad, Fire Chief

AGENDA DATE: November 24, 2015

TITLE: LICENSE AGREEMENT BETWEEN THE CITY AND AMERICAN MEDICAL RESPONSE – INLAND EMPIRE FOR THE USE OF A PORTION OF COLLEGE PARK FIRE STATION 91

RECOMMENDED ACTION

Recommendations:

1. Approve a License Agreement between the City and American Medical Response – Inland Empire for the continued use of a portion of College Park Fire Station 91.
2. Authorize the City Manager to execute the License Agreement with American Medical Response – Inland Empire.
3. Authorize the Fire Chief, or his designee, to annually review and adjust the License Fee pursuant to the terms and conditions of the License Agreement subject to the consent of the City Attorney and to notify American Medical Response – Inland Empire of the revised fee.

SUMMARY

Staff recommends renewal of a License Agreement (“License”) between the City and American Medical Response – Inland Empire (AMR) for a portion of College Park Fire Station 91 for the purpose of providing facilities to accommodate an Advanced Life Support (ALS) ambulance, paramedic personnel, and office and communication equipment.

The current License has been in effect since 2004. The license expired on June 30, 2015, and continues under month-to-month provisions of the previous agreement. The license fee has remained fixed at \$500 per month since 2004. This new License will

include a Consumer Price Index (CPI) escalator which will allow the monthly license fee to be adjusted annually according to the applicable CPI increase.

DISCUSSION

AMR is the Emergency Medical Service (EMS) provider under contract with the County of Riverside EMS Agency to provide Advanced Life Support (ALS) ambulance services throughout the County, including incorporated cities. AMR has provided ALS ambulance services to the City since the late 1990s when AMR acquired Goodhew Ambulance Services.

On November 23, 2004, AMR entered into a Lease with the City for use of a portion of Sunnymead Ranch Fire Station 48 as well as a portion of College Park Fire Station 91. This lease was renewed solely for College Park Fire Station 91 on September 22, 2009, and again on July 10, 2012. At the time of renewal, AMR reviewed its operational needs and elected to not renew the Lease for Sunnymead Ranch Fire Station 48.

The County of Riverside EMS Agency's contract with AMR requires ambulances to arrive on scene to any call for service within Moreno Valley in less than 10 minutes, 90% of the time. The renewed License for the use of a portion of College Park Fire Station 91 will continue to assist AMR in this regard. The arrangement also allows Fire Department personnel and AMR employees to foster relationships between response personnel, and jointly train on the delivery of EMS services to become familiar with each other's standard operating procedures.

The term of the License agreement shall be effective the date the License is signed by the City through June 30, 2018. Prior to renewal, should AMR remain after expiration, it shall be on a day-to-day basis. AMR shall have the option to renew the License at the expiration of the term on whatever conditions the City may then offer. As outlined in the License, both the City and AMR maintain definite rights of termination of the License including: either party can terminate by giving sixty (60) days written notice to the other party; or fifteen (15) days after written notice of failure to perform duties or obligations as delineated in the License.

The monthly license fee will be reviewed annually and may be adjusted to reflect changes in the Consumer Price Index for All Urban Consumers (CPI-U.) The adjustments shall reflect the change in the CPI-U index for all urban consumers within the Los-Angeles-Riverside-Orange County Metropolitan Area during the prior March to March period. Any such adjustments will become effective on July 1 of each calendar year during the License term and AMR will be notified in writing of such adjustments.

ALTERNATIVES

1. Approve a License Agreement between the City and American Medical Response - Inland Empire for continued use of a portion of College Park Fire Station 91 and authorize the City Manager to execute the Agreement. *Staff recommends this alternative since it will allow AMR to continue to dispatch their*

ambulances from this location and improve response times in the immediate service area.

- 2. Do not approve a License Agreement between the City and American Medical Response - Inland Empire for the use of a portion of College Park Fire Station 91. *Staff does not recommend this alternative as it would require the City to terminate the existing agreement with AMR which has proven to be beneficial to both the Moreno Valley community.*

FISCAL IMPACT

AMR will pay the City a License Fee of \$502.50 per month for the first year pursuant to the terms of the License Agreement. The monthly License Fee will be reviewed and adjusted annually according to published CPI rates pursuant to the terms of the License Agreement.

This revenue will be deposited into the Fire Department revenue account code 1010-40-45-30110-463070.

PREPARATION OF STAFF REPORT

Prepared By:
Steve Wilkinson
Management Analyst

Department Head Approval:
Abdul Ahmad
Fire Chief

CITY COUNCIL GOALS

Advocacy. Develop cooperative intergovernmental relationships and be a forceful advocate of City policies, objectives, and goals to appropriate external governments, agencies and corporations.

Public Safety. Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.

ATTACHMENTS

- 1. AMR License Agreement

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	
City Attorney Approval	<u>✓ Approved</u>	11/02/15 10:45 AM
City Manager Approval	<u>✓ Approved</u>	11/17/15 6:23 AM

AMERICAN MEDICAL RESPONSE
FIRE STATION LICENSE

The CITY OF MORENO VALLEY, herein called City, licenses to AMERICAN MEDICAL RESPONSE – INLAND EMPIRE (AMR), a California corporation, herein called Licensee, use the property described below upon the following terms and conditions:

1. Recitals.

City owns land and improvements throughout the City and is desirous of licensing the use of a portion of facilities listed in Exhibit "A" to Licensee in order that it may provide direct responsive ambulance services.

Licensee has an interest, desire and willingness to provide such services.

2. Description.

The premises licensed hereby consist of land and a portion of the building thereon shown on Exhibit "A".

3. Use.

(a) The premises are licensed to Licensee for the purpose of providing facilities to accommodate an advanced life support ambulance and paramedic personnel and office and communication equipment in connection therewith.

(b) Licensee shall have the right to use the licensed premises jointly with the City Fire Department and the volunteer/reserve fire company.

4. Term.

(a) The term of this license shall become effective **the date the City executes the Agreement** and remain in effect until **June 30, 2018**, subject to the provisions contained in Paragraphs 16, 17, and 18 herein. Any holding over by Licensee, after the expiration of this license shall be on a day-to-day basis strictly and continuing tenancy rights shall not accrue to Licensee.

(b) Licensee shall have the right of first refusal as to renewal of this license at the expiration of said term on whatever terms and conditions City may then offer, provided that Licensee is not otherwise in default under the license and has a valid permit to operate an ambulance service in the City.

(c) In consideration for such services provided by the City, Licensee shall pay to City **\$502.50** monthly in advance. The monthly License amount shall be

AMERICAN MEDICAL RESPONSE FIRE STATION LICENSE

reviewed annually and may be adjusted to reflect changes in the Consumer Price Index for All Urban Consumers (CPI-U). The adjustments shall reflect the change in the CPI-U index for all urban consumers within the Los-Angeles-Riverside-Orange County Metropolitan Area during the March to March period just passed. The Adjustments shall be effective on July 1 of each calendar year during the License term.

5. Utilities.

City shall provide for all utilities including gas, water, electricity, and rubbish collection services except Licensee shall provide for its own disposal of medical waste at Licensee's expense. Licensee shall provide and pay for their own telephone services.

6. Repairs.

Licensee, at its expense, shall be responsible for the repair or replacement of the exterior and/or interior of the building, related equipment and property due to damage caused by acts or omissions of Licensee's personnel. All repair or replacement shall be completed in a manner acceptable to the City. In the event Licensee fails, or refuses to perform such repairs, or any portion thereof, City reserves the right to perform same and Licensee shall pay City forthwith for any costs incurred in connection therewith upon an accounting and billing therefore. If Licensee uses commercial vendors to perform the repairs and maintenance work required in this agreement, vendors shall maintain and provide proof of coverage for the insurance requirements (workers' compensation, commercial general liability, vehicle liability, etc.) in Article 18 except for Professional Liability. In lieu of Article 18.d., vendors shall maintain Equipment Floater coverage (Property Physical Damage) for the full replacement value of any and all equipment brought on the licensed premises.

7. Security of Licensed Premises.

Licensee shall be jointly responsible for the security and safekeeping of the licensed premises and all equipment, supplies and other personal property situated therein on a 24-hour basis, except at such times that Licensee is responding to an emergency.

8. Improvements by Licensee.

(a) Any alteration, improvements or installation of fixtures to be undertaken by Licensee, shall have the prior written consent of the City's Fire Chief after the Licensee has submitted proposed plans for such alterations, improvements or fixtures to the City's Fire Chief in writing.

AMERICAN MEDICAL RESPONSE FIRE STATION LICENSE

(b) All alterations, improvements and fixtures installed by Licensee, or caused to be made or installed by Licensee, shall become the property of City, with the exception of trade fixtures as such term is used in Section 1019 of the California Civil Code. At, or prior to, the expiration of this license, Licensee may remove such trade fixtures; provided, however, that such removal does not cause injury or damage to the licensed premises, or in the event it does, Licensee shall restore the premises to their original shape and condition as nearly as practicable at Licensee's sole expense. In the event such trade fixtures are not removed, City may, at its election, either (1) remove and store such fixtures and restore the premises for the account of Licensee, and in such event, Licensee shall, within thirty (30) days after billing and accounting therefore reimburse City for the costs so incurred, or (2) take and hold such fixtures as its sole property.

9. City's Reserved Rights.

(a) Licensee has inspected the licensed premises and Licensee accepts such premises in their present condition. Licensee also takes the premises subject to any and all existing easements or other encumbrances, and City shall have the right to enter upon the licensed premises and to install, lay, construct, maintain, repair and operate such sanitary sewers, drains, storm water sewers, pipelines, manholes, connections, water, oil and gas pipelines, and telephone, telegraph and computer service lines and such other appliances and appurtenances necessary or convenient to premises or any part thereof. City also reserves the right to grant franchises, easements, rights of way and permits in, over, and upon, along side, or across any, and all portions of said licensed premises as City may elect to do; provided however, that no right of the City provided for in this paragraph shall be so executed as to interfere unreasonably with Licensee's use hereunder. Any right, as set forth, in this paragraph shall not be exercised unless a prior written notice of thirty (30) days is given to Licensee; provided, however, in the event such right must be exercised, by reason of emergency, then City shall give such notice in writing as soon as is reasonable under the circumstances.

(b) City, through its duly authorized agent(s), shall have the full and unrestricted right to enter the licensed premises for the purpose of inspection or maintenance, and for the purpose of doing any and all things which it is obligated and has a right to do under this license.

10. Additional Obligations/Rights of Licensee.

(a) Licensee shall not display, brandish or discharge any firearms within or upon the licensed premises.

AMERICAN MEDICAL RESPONSE FIRE STATION LICENSE

- (b) Licensee shall not cut any trees within or upon the licensed premises or remove any trees therefrom unless approval is first obtained in writing from City's Fire Chief.
 - (c) Except as may be required in the performance of its maintenance obligations as provided in Paragraph 7 herein, Licensee shall not cut or otherwise remove any brush or other vegetation from or within the licensed premises unless approval is first obtained in writing from City's Fire Chief.
 - (d) Licensee shall not interfere in any manner whatsoever with City's Fire Department operations or the volunteer/reserve fire company, relative to its activities within the licensed premises.
 - (e) Licensee's employees shall adhere to all City Fire Department policies and procedures relating to the day-to-day operation of the fire station.
 - (f) Licensee's employees shall adhere to local rules and regulations affecting specific station routines as directed by the Fire Department.
 - (g) Television will not be on during normal business hours (0800 to 1700). Exceptions will include lunch hours and necessary use for training.
 - (h) Visitors will be allowed only in common areas of the fire station and shall not interfere with daily business.
 - (i) Licensee's employees will wear the AMR work uniform during normal business hours and will be properly attired when interacting with the general public at the station.
 - (j) Licensee will ensure their employees are familiar with the Fire Department code of conduct and will adhere to them while on station property.
 - (k) Conflict resolution will start with the local, on-duty Battalion Chief and AMR Field Supervisor.
11. Signs.
- Licensee shall not erect, maintain or display any signs or other forms of advertising upon the licensed premises without first obtaining the written approval of City's Fire Chief.
12. Compliance with Law.
- Licensee, at its sole cost and expense, shall comply with the requirements of all local, state, and federal statutes, regulations, rules, ordinances and orders

AMERICAN MEDICAL RESPONSE FIRE STATION LICENSE

now in force, or which may be hereafter in force, pertaining to the licensed premises. The judgment, decree or order of any court of competent jurisdiction, or the admission of Licensee in any action or proceeding against Licensee, whether Licensee be a party thereto or not, that Licensee has violated any such statutes, regulations, rules, ordinances, or orders, in the use of the licensed premises, shall be conclusive of that fact between City and Licensee.

13. Discrimination or Segregation.

- (a) Licensee shall not discriminate in its recruitment, hiring, promotion, demotion or termination practices on the bases of race, religious creed, color, national origin, ancestry, sex, gender, age, physical handicap, medical condition or marital status with respect to the use of the licensed premises hereunder, and Licensee shall comply with the provision of the California Fair Employment Practice Act (commencing with Section 1410 of the Labor Code), the Federal Civil Rights Act of 1965 (P.L. 88-352), and all amendments thereto, Executive Order No. 12266 (30 Federal Register 12319), as amended, and all Administrative Rules and Regulations issued to said Acts and Orders with respect to its use of the licensed premises.
- (b) Licensee shall not discriminate against or cause the segregation of any person or group of person on account of race, religious creed, color, national origin, ancestry, sex, gender, age, physical handicap, medical condition or marital status, in the occupancy, use tenure or enjoyment of the licensed premises nor shall Licensee, or any person claiming under or through it, establish or permit any such practice or practices or discrimination or segregation with reference to the selection, location, number, use or occupancy of any person within the licensed premises.
- (c) Licensee assures that it will undertake an affirmative action program as required by 49 CFR, Part 21, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 49 CFR, Part 21, with respect to its use of the licensed premises. Licensee further assures that no person shall be excluded on these grounds from participating in or receiving services or benefits of any program or activity covered herein with respect to its use of the licensed premises. Licensee further assures that it will require that its subcontractors and independent contractors provide assurance to Licensee that they similarly will undertake affirmative action programs and that they will require assurances from subcontractors and independent contractors, as required by 49 CFR, Part 21, to the same effect with respect to its use of the licensed premises.

14. Free from Liens.

AMERICAN MEDICAL RESPONSE FIRE STATION LICENSE

Licensee shall pay, when due, all sums of money that may become due for any labor, services, material supplies, or equipment, alleged to have been furnished or to be furnished to Licensee, in, upon, or about the licensed premises, and which may be secured by a mechanic's, materialmen's or other lien against the licensed premises or City's interest therein, and will cause each such lien to be fully discharged and relicensed at the time the performance of any obligation secured by such lien matures or becomes due; provided, however, that if Licensee desires to contest any such lien, it may do so, but not withstanding any such contest, if such lien shall be reduced to final judgment, and such judgment or such process as may be issued for the enforcement thereof is not promptly stayed, or if so stayed, and said stay thereafter expires, then and in such event, Licensee shall forthwith pay and discharge said judgment forthwith.

15. Termination by City.

City shall have the right to terminate this license:

- (a) In the event a petition is filed for voluntary or involuntary bankruptcy, for the adjudication of Licensee as a debtor and is not dismissed within thirty (30) days.
- (b) In the event that Licensee makes a general assignment, or Licensee's interest hereunder is assigned involuntarily or by operation of law, for the benefit of creditors.
- (c) In the event of the abandonment of, or the discontinuance of, the use of the licensed premises by Licensee.
- (d) In the event Licensee fails to perform, keep or observe any of its duties or obligations hereunder provided, however, that Licensee shall have fifteen (15) days in which to correct its breach or default after written notice thereof has been served on it by City Fire Chief or his/her designee.
- (e) In the event Licensee's permit to operate an ambulance service as required under City Ordinance is not renewed, or is suspended, revoked or otherwise terminated.
- (f) By giving sixty (60) days written notice thereof to Licensee.

16. Termination by Licensee.

Licensee shall have the right to terminate this license:

- (a) In the event the City fails to perform, keep or observe any of its duties or obligations hereunder; provided, however, that City shall have fifteen (15)

AMERICAN MEDICAL RESPONSE FIRE STATION LICENSE

days in which to correct its breach or default, after written notice thereof has been served on it by Licensee; provided, further, however, that in the event such breach or default is not corrected, Licensee may elect to terminate this license in its entirety or as to any portion of the premises affected thereby, and such election shall be given by an additional fifteen (15) days written notice to City Fire Chief.

(b) By giving sixty (60) days written notice thereof to City.

17. Insurance.

Without limiting or diminishing the Licensee's obligation to indemnify or hold the City harmless, Licensee shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage during the term of this Agreement:

- (a) Workers' Compensation: Licensee shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of the City of Moreno Valley, and If applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.
- (b) Commercial General Liability: Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, cross liability coverage and employment practices liability, covering claims which may arise from or out of Licensee's performance of its obligations hereunder. Policy shall name the City of Moreno Valley, the City of Moreno Valley Community Services District, the Moreno Valley Housing Authority, and each of their officers, officials, employees, agents and volunteers as Additional Insureds. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.
- (c) Vehicle Liability: Licensee shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the City of Moreno Valley, the City of Moreno Valley Community Services District, the Moreno Valley Housing Authority, and

AMERICAN MEDICAL RESPONSE FIRE STATION LICENSE

each of their officers, officials, employees, agents and volunteers as Additional Insureds.

(d) Property (Physical Damage): All-Risk real and personal property insurance coverage for the full replacement cost value of all alterations, improvements, trade fixtures, furniture and equipment, systems and other Licensee property as it may appear on the premises. Policy shall name the City of Moreno Valley, the City of Moreno Valley Community Services District, the Moreno Valley Housing Authority, and each of their officers, officials, employees, agents and volunteers as Additional Insureds and provide a Waiver of Subrogation in favor for the City of Moreno Valley.

(e) General Insurance Provisions – All lines:

1. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than A-VII (A 7).
2. The Licensee's insurance carrier(s) must declare its insurance deductibles or self-insured retentions.
3. Licensee shall cause Licensee's insurance carrier(s) to furnish the City of Moreno Valley with a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein. Licensee shall endeavor to provide thirty (30) days written notice to the City of Moreno Valley prior to material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the City of Moreno Valley receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements, including all Insurance and original copies of endorsements, including all endorsements and attachments thereto evidencing coverage set forth herein and the insurance required herein is in full force and effect. Licensee shall not commence operations until the City has been furnished original Certificate(s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.
4. It is understood and agreed to by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary insurance, and the City's

AMERICAN MEDICAL RESPONSE FIRE STATION LICENSE

insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

5. The City's Reserved Rights--Insurance. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or there is a material change in the equipment to be used in the performance of the scope of work which will add to additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or, the term of this Agreement including any extensions thereof exceeds five (5) years the City reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage currently required herein if, in the City's Risk Manager's reasonable judgment, the amount or type of insurance carried by the Licensee has become inadequate.
 6. Licensee shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
 7. The insurance requirement contained in this Agreement may be met with a program(s) of self-insurance acceptable to the City.
 8. Licensee agrees to notify the City of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.
18. Hold Harmless.
- (a) Licensee represents that it has inspected the licensed premises, that it accepts the condition thereof and that it fully assumes any and all risks incidental to the use thereof. City shall not be liable to Licensee, its officers, agents, employees, subcontractors or independent contractors, for any personal injury or property damage suffered by them which may result from hidden, latent or other dangerous conditions within the licensed premises; provided, however, that such dangerous conditions are not caused by the negligence of the City, its officers, agents or employees.
 - (b) Licensee shall indemnify and hold harmless the City of Moreno Valley, the City of Moreno Valley Community Services District, the Moreno Valley Housing Authority, and each of their officers, officials, employees, agents and volunteers from any liability whatsoever, based or asserted upon any services of Licensee, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including by not limited to property damage, bodily injury, or death or any other element of any kind arising from the performance of Licensee, its officers, agents, employees, subcontractors, agents or representatives from this Agreement. Licensee shall defend, at its sole expense, all costs

AMERICAN MEDICAL RESPONSE FIRE STATION LICENSE

and fees including, but not limited to, attorney fees, cost of investigation, defense and settlements or awards the City of Moreno Valley, the City of Moreno Valley Community Services District, the Moreno Valley Housing Authority, and each of their officers, officials, employees, agents and volunteers in any claim or action based upon such alleged acts or omissions.

- (c) With respect to any action or claim subject to indemnification herein by Licensee, Licensee shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of City; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Licensee's indemnification to the City as set forth herein.
- (d) Licensee's obligation hereunder shall be satisfied when Licensee has provided to City the appropriate form of dismissal relieving City from any liability for the action or claim involved.
- (e) The specified insurance limits required in this Agreement shall in no way limit or circumscribe Licensee's obligation to indemnify and hold harmless the City herein from third party claims.
- (f) In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the Licensee from indemnifying the City to the fullest.

19. Permits, Licenses and Taxes.

Licensee shall secure, at its own expense, all necessary permits and licenses as it may be required to obtain, and Licensee shall pay for fees and taxes levied or required by any authorized public entity. Licensee recognizes and understands that this license may create a possessory interest subject to property taxation and that Licensee may be subject to payment of property taxes levied on such interest.

20. Toxic Materials.

During the term of this license, and any extensions thereof, Licensee shall not violate any federal, state or local law or ordinance or regulations, relating to industrial hygiene or to the environmental condition on, under, or about the licensed premises including, but not limited to, soil and groundwater conditions. Further, Licensee, its successors, assigns and sublicensees, shall not use, generate, manufacture, produce, store or dispose of, on, under, or about the licensed premises, or transport to or from the licensed premises,

AMERICAN MEDICAL RESPONSE FIRE STATION LICENSE

any flammable explosives, asbestos, radioactive materials, hazardous materials, hazardous wastes, toxic substances or related injurious materials, whether injury is by themselves or in combination with, other materials (collectively "hazardous materials"). For the purpose of this license, hazardous materials shall include, but not be limited to, substances defined as "hazardous substances", "hazardous materials", or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq.; The Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq.; and those substances defined as "hazardous wastes" in section 25117 of the California Health and Safety Code or as "hazardous substances" in Section 25316 of the California Health and Safety Code; and in the regulations promulgated pursuant to said laws.

21. Assignment.

Licensee cannot assign, sublet, mortgage, hypothecate or otherwise transfer any of its rights, duties or obligations hereunder to any person or entity without the written consent of City being first obtained.

22. Binding on Successors.

Licensee, its heirs, assigns and successors in interest shall be bound by all terms and conditions contained in this license, and all of the parties thereto shall be jointly and severally liable hereunder.

23. Employees and Agents of Licensee.

It is understood that all persons hired or engaged by Licensee shall be considered to be employees or agents of Licensee and not of City.

24. Surrender in Good Condition.

Licensee shall not permit waste or damage to the licensed premises, and upon the expiration, or earlier termination, of this license, Licensee shall return the premises to City in as good a shape and condition as they now are, reasonable wear and tear and damage by the elements accepted.

25. Waiver of Performance.

No waiver by City at any time of any of the terms and conditions of this license shall be deemed or construed as a waiver at any time thereafter of the same or of any other terms or conditions contained herein or of the strict and timely performance of such terms and conditions.

26. Severability.

**AMERICAN MEDICAL RESPONSE
FIRE STATION LICENSE**

The invalidity of any provision in this license as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision herein.

27. Venue.

Any action at law or in equity brought by either of the parties hereto, for the purpose of enforcing a right or rights provided for by this license, shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other City.

28. Attorney's Fees.

In the event of any litigation, or arbitration, between Licensee and City to enforce any of the provisions of this license, or any right of either party hereto, the unsuccessful party to such litigation or arbitration, agrees to pay to the successful party, all costs and expenses, including reasonable attorney's fees incurred therein, by the successful party, all of which shall be included in, and as a part of, the judgment or award rendered in such litigation or arbitration.

29. Notices.

Any notices required or desired to be served by either party upon the other shall be addressed to the respective parties as set forth below:

CITY
City of Moreno Valley
Fire Department Headquarters
22850 Call San Juan de Los Lagos
Moreno Valley, CA 92552-0805

LICENSEE
American Medical Response
Jim Price
879 Marlborough Ave.
Riverside, CA 92507

or to such other addresses as from time to time shall be designated by the respective parties

30. No Third Party Rights.

This license does not create any rights in any party not a signatory to this license.

31. City's Representative.

City hereby appoints the City Fire Chief as its authorized representative to administer this license.

Attachment: AMR License Agreement (1552 : LICENSE AGREEMENT BETWEEN THE CITY AND AMERICAN MEDICAL RESPONSE FOR USE OF

**AMERICAN MEDICAL RESPONSE
FIRE STATION LICENSE**

32. Entire License.

This license is intended by the parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of terms and conditions thereof and supersedes any and all prior and contemporaneous licenses, agreements and understandings, oral or written consent of the parties hereto.

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement.

City of Moreno Valley

AMERICAN MEDICAL RESPONSE –
INLAND EMPIRE, A CALIFORNIA
CORPORATION

BY: _____
City Manager

BY: _____

Name: _____

TITLE: _____
(President or Vice President)

Date

Date

<u>INTERNAL USE ONLY</u>	
APPROVED AS TO LEGAL FORM:	
_____ City Attorney	
_____ Date	
RECOMMENDED FOR APPROVAL:	
_____ Department Head	
_____ Date	

Attachment: AMR License Agreement (1552 : LICENSE AGREEMENT BETWEEN THE CITY AND AMERICAN MEDICAL RESPONSE FOR USE OF

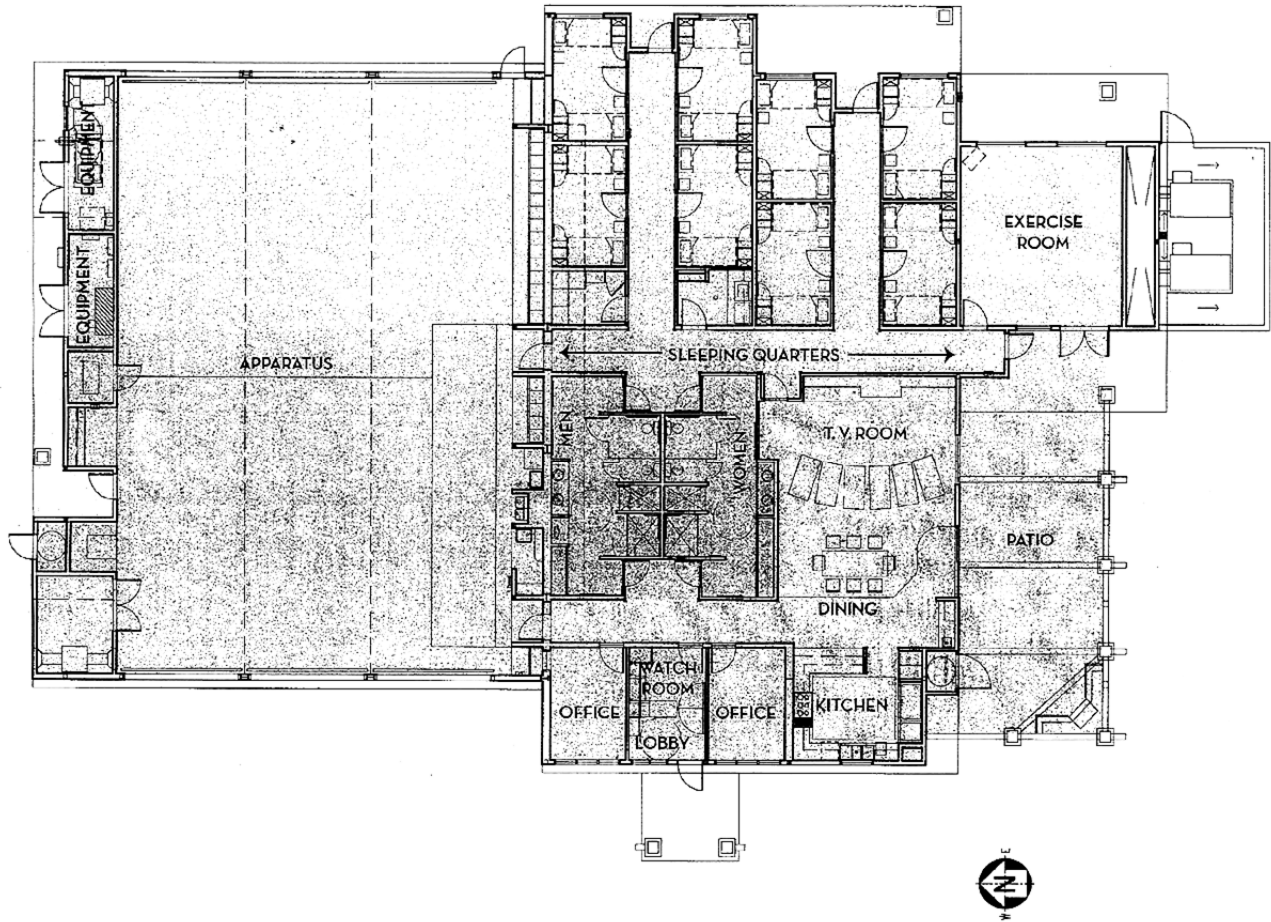
AMERICAN MEDICAL RESPONSE FIRE STATION LICENSE

EXHIBIT "A"

FIRE STATION FACILITY LICENSE

Facility

Fire Station 91 – College Park
16110 Lasselle Street
Moreno Valley, CA 92551



Fire Station 91 Floor Plan

Attachment: AMR License Agreement (1552 : LICENSE AGREEMENT BETWEEN THE CITY AND AMERICAN MEDICAL RESPONSE FOR USE OF



Report to City Council

TO: Mayor and City Council

FROM: Richard Teichert, Chief Financial Officer

AGENDA DATE: November 24, 2015

TITLE: COUNCIL DISCRETIONARY EXPENDITURE REPORTS FOR FISCAL YEAR 2014/2015 AS OF 9/30/15

RECOMMENDED ACTION

Recommendation:

1. Receive and file the Fiscal Year 2015/2016 Council Discretionary Expenditure Reports as of September 30, 2015.

SUMMARY

This staff report is prepared at the request of City Council to provide transparency with respect to the expenditure of City funds from the City Council Discretionary Expenditure accounts. This report is for the Fiscal Year 2015/2016 as of September 30, 2015. Each Council District receives an annual budget allocation of \$3,000. In addition, the Mayor receives an additional \$3,000 annually. The reports are provided by each Council District for the fiscal year 2015/16 activity as of September 30, 2015, and include each transaction with a clear description of the expenditure.

These new reports have been posted to the City's website. The reports are also included routinely in the City Council agenda as an additional means of distributing the report to the Council and public.

The expenditure reports for the Mayor Differential and five independent council districts list, in date order, the transactions allocated to the discretionary expenditure accounts. These reports are unaudited as of the date of this transmittal. Since the reports are reconciled to the City's general ledger, they will be considered audited and final with the completion of the independent audit conducted by Vasquez & Company.

These reports will continue to be provided on a monthly basis. Once available, they are posted to the City's website and included on the next scheduled City Council agenda.

The reports will follow the same cycle and will appear with the monthly payment register on City Council agendas in the future.

PREPARATION OF STAFF REPORT

Prepared By:
Dena Heald
Financial Operations Division Manager

Department Head Approval:
Richard Teichert
Chief Financial Officer

CITY COUNCIL GOALS

None

ATTACHMENTS

- 1. District Spending FY 15/16 (as of 9-30-15)

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	11/17/15 7:50 AM
City Attorney Approval	<u>✓ Approved</u>	11/19/15 8:07 AM
City Manager Approval	<u>✓ Approved</u>	11/19/15 11:42 AM



MAYOR DIFFERENTIAL

Fiscal Year 2015/2016 Council Discretionary Expenditures
 Account: 1010-10-01-10010-620130
 As of September 30, 2015

Date	Amount	Description
9/11/2015	\$ 7.99	Mayor's Meet & Greet 9/11/15 - Refreshments (Petty Cash)
	\$ 7.99	TOTAL Council Discretionary Expenditures for FY 15/16
	\$ 3,000.00	FY 15/16 Budget Amount
	\$ 2,992.01	FY 15/16 Budget Amount Remaining

Source: Unaudited financial data from the City's accounting records.
 Updated as of: 11/5/15



COUNCIL DISTRICT 1
 Fiscal Year 2015/2016 Council Discretionary Expenditures
 Account: 1010-10-01-10010-620111
 As of September 30, 2015

Date	Amount	Description
9/2/2015	\$ 35.00	State of the City Address 8/27/15
9/3/2015	\$ 15.00	Wake-up Moreno Valley Meeting 8/26/15
	<hr/>	
	\$ 50.00	TOTAL Council Discretionary Expenditures for FY 15/16
	\$ 3,000.00	FY 15/16 Budget Amount
	\$ 2,950.00	FY 15/16 Budget Amount Remaining

Source: Unaudited financial data from the City's accounting records.
 Updated as of: 11/5/15



COUNCIL DISTRICT 2

Fiscal Year 2015/2016 Council Discretionary Expenditures

Account: 1010-10-01-10010-620112

As of September 30, 2015

Date	Amount	Description
9/2/2015	\$ 35.00	State of the City Address 8/27/15
9/3/2015	\$ 15.00	Wake-up Moreno Valley Meeting 8/26/15
9/8/2015	\$ 13.50	LCC 2015 Mayor & Council Forum 6/24/15-6/26/15 - Parking (Petty Cash)
9/10/2015	\$ 177.50	LCC 2015 Mayor & Council Forum 6/24/15-6/26/15 - Travel Per Diem
9/10/2015	\$ 45.38	LCC 2015 Mayor & Council Forum 6/24/15-6/26/15 - Vehicle Rental
9/10/2015	\$ 8.00	LCC 2015 Mayor & Council Forum 6/24/15-6/26/15 - Parking
9/10/2015	\$ 9.50	LCC 2015 Mayor & Council Forum 6/24/15-6/26/15 - Fuel for Rental Vehicle
9/20/2015	\$ 30.00	2015 Advancing Choice Expo 10/9/15
	<hr/>	
	\$ 333.88	TOTAL Council Discretionary Expenditures for FY 15/16
	\$ 3,000.00	FY 15/16 Budget Amount
	\$ 2,666.12	FY 15/16 Budget Amount Remaining

Source: Unaudited financial data from the City's accounting records.

Updated as of: 11/5/15



COUNCIL DISTRICT 3
 Fiscal Year 2015/2016 Council Discretionary Expenditures
 Account: 1010-10-01-10010-620113
 As of September 30, 2015

Date	Amount	Description
7/28/2015	\$ 15.00	Wake-up Moreno Valley Meeting 7/22/15
9/2/2015	\$ 35.00	State of the City Address 8/27/15
9/3/2015	\$ 15.00	Wake-up Moreno Valley Meeting 8/26/15
	<hr/>	
	\$ 65.00	TOTAL Council Discretionary Expenditures for FY 15/16
	\$ 3,000.00	FY 15/16 Budget Amount
	\$ 2,935.00	FY 15/16 Budget Amount Remaining

Source: Unaudited financial data from the City's accounting records.
 Updated as of: 11/5/15



COUNCIL DISTRICT 4

Fiscal Year 2015/2016 Council Discretionary Expenditures

Account: 1010-10-01-10010-620114

As of September 30, 2015

Date	Amount	Description
7/28/2015	\$ 15.00	Wake-up Moreno Valley Meeting 7/22/15
9/2/2015	\$ 35.00	State of the City Address 8/27/15
9/8/2015	\$ 13.50	LCC 2015 Mayor & Council Forum 6/24/15-6/26/15 - Parking (Petty Cash)
9/10/2015	\$ 45.38	LCC 2015 Mayor & Council Forum 6/24/15-6/26/15 - Vehicle Rental
9/10/2015	\$ 8.00	LCC 2015 Mayor & Council Forum 6/24/15-6/26/15 - Parking
9/10/2015	\$ 9.49	LCC 2015 Mayor & Council Forum 6/24/15-6/26/15 - Fuel for Rental Vehicle
	<hr/>	
	\$ 126.37	TOTAL Council Discretionary Expenditures for FY 15/16
	\$ 3,000.00	FY 15/16 Budget Amount
	\$ 2,873.63	FY 15/16 Budget Amount Remaining

Source: Unaudited financial data from the City's accounting records.

Updated as of: 11/5/15



COUNCIL DISTRICT 5
 Fiscal Year 2015/2016 Council Discretionary Expenditures
 Account: 1010-10-01-10010-620115
 As of September 30, 2015

Date	Amount	Description
9/2/2015	\$ 35.00	State of the City Address 8/27/15
	<hr/>	
	\$ 35.00	TOTAL Council Discretionary Expenditures for FY 15/16
	\$ 3,000.00	FY 15/16 Budget Amount
	\$ 2,965.00	FY 15/16 Budget Amount Remaining

Source: Unaudited financial data from the City's accounting records.
 Updated as of: 11/5/15



Report to City Council

TO: Mayor and City Council

FROM: Jane Halstead, City Clerk

AGENDA DATE: November 24, 2015

TITLE: APPOINTMENTS TO THE ENVIRONMENTAL AND HISTORICAL BOARD AND THE SENIOR CITIZENS' BOARD

RECOMMENDED ACTION

Recommendations: That the City Council:

1. Appoint one applicant to a term expiring June 30, 2017 and one applicant to a term expiring June 30, 2018 on the Environmental and Historical Preservation Board.
2. Appoint one applicant to the Senior Citizens' Board with a term expiring June 30, 2016.
3. If vacancies are not filled by a majority vote of the City Council, authorize the City Clerk to re-advertise the positions as vacant and carry over the current applications for reconsideration of appointment at a future date.

SUMMARY

Applications were accepted by the City Clerk's Office to fill vacancies for the Environmental and Historical Preservation Board and the Senior Citizens' Board. Appropriate time frames with respect to posting notices of vacancies were followed.

As provided in the City's Municipal Code, the appointees will serve without compensation for designated terms.

DISCUSSION

The Environmental and Historical Preservation Board has two vacant positions: one with a term expiring June 30, 2017, and one with a term expiring June 30, 2018. The City Clerk's Office received two applications from Gerardo Mercado and Keith Mullins.

The Senior Citizens' Board has one position with a term expiring June 30, 2016. The City Clerk's office received two applications for this position from Dr. Mary McBean, and Felipe Delao.

The Environmental and Historical Preservation Board considers matters pertaining to the preservation of the City's heritage and cultures, including the designation of landmarks and review of all restoration, rehabilitation, alteration and demolition projects in preservation areas; and matters of environmental concern, including matters pertaining to hazardous materials and waste within or affecting the City.

The Senior Citizens' Board considers matters pertaining to senior citizens, senior citizens programs, including policies for the Moreno Valley Senior Community Center.

ALTERNATIVES

Members of the Council appointed boards and commissions serve in an advisory capacity to the City Council. Choosing to appoint members to the above-mentioned boards would result in increased participation from residents. This option is consistent with the City Council goal of creating a positive environment for the development of Moreno Valley's future. Therefore, staff recommends that the City Council make the recommended appointments.

FISCAL IMPACT

N/A

NOTIFICATION

1. Posting of Notices of Openings
2. Publication of the agenda
3. Report and agenda emailed to applicants

PREPARATION OF STAFF REPORT

Prepared By:
Ewa Lopez
Deputy City Clerk, CMC

Department Head Approval:
Jane Halstead
City Clerk, CMC

CITY COUNCIL GOALS

Positive Environment. Create a positive environment for the development of Moreno Valley's future.

ATTACHMENTS

None

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	11/17/15 8:37 AM
City Attorney Approval	<u>✓ Approved</u>	11/16/15 10:25 AM
City Manager Approval	<u>✓ Approved</u>	11/17/15 6:02 PM



Report to City Council

TO: Mayor and City Council

FROM: Steve Quintanilla, Interim City Attorney

AGENDA DATE: November 24, 2015

TITLE: CITY COUNCIL CONSIDERATION OF VERIFIED PETITIONS REGARDING WORLD LOGISTICS CENTER LAND USE AND ZONING AND ENTITLEMENTS INITIATIVE AND WORLD LOGISTICS CENTER DEVELOPMENT AGREEMENT INITIATIVE; AND COMMUNITY SERVICES DISTRICT BOARD CONSIDERATION OF VERIFIED PETITIONS REGARDING WORLD LOGISTICS CENTER LAND BENEFIT INITIATIVE (TO BE PROVIDED UNDER SEPARATE COVER)

RECOMMENDED ACTION

- (1) Immediately adopt the initiatives at this “regular” meeting or adopt them within 10 days afterwards at an “adjourned regular meeting”; **or**
- (2) Present the initiatives to the voters at a special election anytime between 88 and 103 days after the City Council makes the decision to send the initiatives to the voters or at the City’s next regular general municipal election scheduled for November 8, 2016; **or**
- (3) Direct staff to prepare an impact report that must be presented to the City Council at a subsequent regular meeting no later than 30 days after the City Clerk certified the sufficiency of the petitions, at which time the City Council will be required to either adopt the initiatives or present the initiatives to the voters at a special election or the City’s next regular general municipal election as described above.

BACKGROUND

World Logistics Center Project Approvals

In August 2015, the City Council approved the World Logistics Center project (“WLC Project”) which is described as a master-planned development encompassing up to 40.6 million square feet of building area specifically designed to support large-scale

logistics operations. The WLC Project, as approved by the City Council, is planned to be located in the eastern portion of Moreno Valley south of State Highway 60 between Redlands Boulevard and Gilman Springs Road, north of the San Jacinto Wildlife Area.

The City Council's approval of the WLC Project included the following legislative actions ("Project Approvals"): (a) adoption of Ordinance No. 900 that approved a Change of Zone, adopted the World Logistics Center Specific Plan ("WLC Specific Plan"), established the pre-zoning of an 85 acre annexation site located along Gilman Springs Road and Alessandro Boulevard, and repealed the Moreno Highlands Specific Plan; (b) adoption of Resolution No. 2015-57 that approved several General Plan Map and Text Amendments; and (c) adoption of Resolution No. 2015-59 that requested LAFCO to initiate proceedings to allow the City to annex the aforementioned 85 acre annexation site.

Initiative Petitions

On September 14 and 15, 2015, three initiative petitions were filed with the City Clerk on behalf of Robert D. Harris, the proponent of each initiative. The initiatives are known as follows:

- World Logistics Center Land Use and Zoning Entitlements Initiative
- World Logistics Center Development Agreement Initiative
- World Logistics Center Land Benefit Initiative

The purpose of the three initiatives is to replace the Project Approvals with a set of WLC Project land use and zoning entitlements that are substantially the same as the Project Approvals. This includes the imposition of a set of Conditions of Development that incorporates the Mitigation Measures set forth in the WLC Project's Program Environmental Impact Report certified by the City Council. Moreover, if the initiatives are approved, the City Council will not be precluded from amending the initiative-approved WLC Specific Plan, the City's General Plan and the City's Zoning Map (Atlas) to allow additional uses in the WLC Specific Plan that are permitted in the City's Industrial, Light Industrial and Business Park Zones in order to diversify the City's economy.

Prima Facie Review of Signed Petitions

The signed petitions were filed with the City Clerk on November 16, 2015. Pursuant to the Elections Code, the City Clerk has a ministerial duty (absolute legal obligation) to determine whether the petitions, on their face, comply with all statutory (state law) requirements. This is also referred to as the "prima facie" examination of the petitions. This prima facie examination is a simple quick count of the total number of signatures on each petition, along with confirmation that each signature is accompanied with a printed name and residence address. (Note: During this prima facie examination, there is no determination made as to the validity of the signatures.)

Number of Required Signatures

Each petition must have at least 7,609 valid signatures from Moreno Valley registered voters to be deemed sufficient. The number 7,609 represents 10 percent of the City's total number of registered voters, according to the County Registrar's last voter registration report for the City of Moreno Valley. Upon completing the prima facie review of each petition, the City Clerk announced on November 18, 2015, that each petition contained a number of signatures that greatly exceeded the minimum number of signatures required (at least 7,609). As such, the City Clerk formally accepted all three petitions for filing, and proceeded immediately thereafter with the official signature verification process.

Signature Verification Process

The signature verification process was conducted by Martin & Chapman, which is an elections consulting firm that was selected by the City Clerk. The proponent will reimburse the City for the cost of Martin & Chapman's services as consideration for expediting the process, which otherwise could take the County up to 30 days to perform. In addition, to avoid any "perceived" potential conflicts with having the County conduct the signature verification process (in light of the pending lawsuit filed by the County against the City over the Project Approvals) the proponent requested that the City Clerk conduct the signature verification process "in-house" with the assistance of a consultant such as Martin & Chapman. Martin & Chapman fairly recently provided the same service for the City of San Jacinto. Again, Martin & Chapman was retained by the City and performed its services under the direction of the City Clerk - not the proponents.

For purposes of verifying a signature on an initiative petition, it must be determined that there is a signature, there is a printed name, there is a residence address, the name of the person's city is identified, and the residence address on the petition is the same as the residence address on the signer's affidavit of registration. If the addresses are different, or if the petition does not contain each of the above items, then the affected signature was not counted as valid. In addition, only persons who were qualified registered voters of the City of Moreno Valley at the time of signing the petition were entitled to sign it.

Random Sampling Technique

The Elections Code permits a random sampling technique to verify signatures if a petition has more than 500 signatures. The random sampling technique involves an examination of at least 500 signatures, or 3 percent of the signatures, whichever is greater. With all three petitions, it was determined that 500 signatures was more than 3 percent of the signatures. Under this random sampling technique, if the number of valid signatures is less than 95%, the petition must be deemed insufficient. If the number of valid signatures is more than 110%, the petition is deemed sufficient. However, if the number of valid signatures is between 95% to 110%, then all signatures (up the requisite amount) need to be verified in order to deem the petition sufficient.

The petitions were examined for both the 10 percent and 15 percent signature thresholds. If the petition contained the verified signatures of at least 10 percent (but less than 15%) of City's registered voters, it would qualify the initiative to be placed on a regular election ballot, which would be November 8, 2016, if the City Council decided to present the initiative to the voters instead of adopting it. On the other hand, if the petition contained the verified signatures of at least 15 percent of City's registered voters, it would qualify the initiative to be placed on a special election ballot, if the City Council decided to present the initiative to the voters instead of adopting it. The special election, however, would have to be scheduled no earlier than 88 days (but not more than 103 days) after the City Council decides to present the initiatives to the voters. Notwithstanding the above, if the City Council decides to present the initiatives to the voters, it has the option to present the initiatives to the voters at a special election, even if the petitions contained the verified signatures of less than 15 percent of the City's registered voters, provided that the petitions contain the verified signatures of at least 10 percent of the City's registered voters.

After the signature verification process was completed, it was determined as follows:

- The number of valid signatures contained in the petition regarding the World Logistics Center Land Use and Zoning Entitlements Initiative was 168% for the 10 % signature threshold and 112% for the 15% signature threshold;
- The number of valid signatures contained in the petition regarding the World Logistics Center Development Agreement Initiative was 153% for the 10 % signature threshold and 102% for the 15% signature threshold; and
- The number of valid signatures contained in the petition regarding the World Logistics Center Land Benefit Initiative was 144% for the 10 % signature threshold and 96% for the 15% signature threshold.

In light of the foregoing, the City Attorney's Office asked the proponent's attorney if the proponent would accept verification of the 10% signature threshold for Development Agreement and Land Benefit Initiatives, or whether the proponents preferred to continue with the signature verification process for the two initiatives for the 15% signature threshold. To verify signatures for the 15% signature threshold would require that all the requisite 7,609 signatures for each petition be verified. The proponent's attorney responded as follows: *"If the random sample count confirms that the petitions qualify at 10% for a regular election under Elections Code section 9215, but confirming qualification for a special election at 15% under Elections Code section 9214 would require a full count, we request that the City proceed under Elections Code section 9215 (the 10%/regular election statute), rather than incurring the additional cost and delay associated with a full count."*

City Council's Options

The options available to the City Council are not legislative (i.e., discretionary in nature); instead they are mandatory and ministerial. As such, there is very little discretionary authority provided to the City Council with respect to its options. Basically, the City Council has three options: (1) Immediately adopt the initiatives at this "regular" meeting

or adopt them within 10 days afterwards as an “adjourned regular meeting”; (2) Present the initiatives to the voters at a special election anytime between 88 and 103 days after making the decision to present the initiatives to the voters or present the initiatives to the voters at the City regular general municipal election scheduled for November 8, 2016; or (3) Direct staff to prepare an impact report that must be presented to the City Council at a subsequent regular meeting no later than 30 days after the City Clerk certified the sufficiency of the petitions at which time the City Council will be required to either adopt the initiatives or present the initiatives to the voters at a special election or the City’s regular general municipal election as described above.

Impact Report

Elections Code Section 9212 provides that before deciding to adopt the initiatives or present them to the voters, the City Council may refer the proposed initiatives to any City agency or agencies for a report on any or all of the following: (1) their fiscal impacts; (2) their effect on the internal consistency of the City’s General Plan and specific plans, including the housing element, the consistency between planning and zoning; (3) their effect on the use of land, the impact on the availability and location of housing, and the ability of the City to meet its regional housing needs; (4) their impact on funding for infrastructure of all types, including, but not limited to, transportation, schools, parks, and open space; (5) whether the initiatives would likely result in increased infrastructure costs or savings, including the costs of infrastructure maintenance, to current residents and businesses; (6) their impact on the City’s ability to attract and retain business and employment; (7) their impact on the uses of vacant parcels of land; (8) their impact on agricultural lands, open space, traffic congestion, existing business districts, and developed areas designated for revitalization; and (9) any other matters the City Council requests to be in the report. The report must be presented to the City Council within the time prescribed by the City Council, but no later than 30 days after the City Clerk certifies to the City Council the sufficiency of the petitions.

Economic, Legal, Social, Technological and Other Benefits

A Final Environmental Impact Report (FEIR”) for the Project Approvals was certified by the City Council in August 2015. In the FEIR, various findings were made to support numerous economic, legal, social, technological and other benefits of the WLC Project, which include the following:

- *The WLC Project Will Create Jobs and Increase Economic Activity.*
- The WLC Project Will Increase the City’s Tax Revenues and Generate a Substantial Annual Tax Surplus.*
- The WLC Project Will Provide Money for Schools.*
- The WLC Project Will Improve the City’s Jobs/Housing Balance.*
- The WLC Project Will Further the State of California’s Goals of Improving the Urban Jobs/Housing Balance.*

- The WLC Project Will Further the General Plan's Goal to Create an Orderly and Balanced Land Use Pattern that Accommodates a Range of Residential, Cultural, Recreational, Business and Employment Opportunities.*
- The WLC Project Will Further the General Plan's Goal of Creating Clean, Attractive Conditions, Free of Blight and Deteriorated Conditions.*
- The WLC Project Will Further the General Plan's Goal of Creating a Community that Enjoys a Healthy Economic Climate that Benefits Both Residents and Businesses.*
- The WLC Project Will Further the General Plan's Goal of Creating Recreational Amenities, Recreational Services and Open Space, Including but not Limited to Parks, Multi-Use Trails, Community Centers and Open Space.*
- The WLC Project Will Further the General Plan's Goal to Create a Pattern of Land Uses Which Organizes Future Growth, Minimizes Conflicts Between Land Uses and Which Promotes the Rational Utilization of Presently Underdeveloped and Undeveloped Parcels.*
- The WLC Project Will Further the General Plan's Goal to Create an Organized, Well-Designed, High Quality, and Functional Balance of Urban and Rural Land Uses that Will Meet the Needs of a Diverse Population and Promote the Optimum Degree of Health, Safety, Well-being and Beauty for All Areas of the Community While Maintaining a Sound Economic Base.*
- The WLC Project Will Further the General Plan's Goal of Achieving an Overall Design Statement that Will Establish a Visually Unique Image Throughout the City.*
- The WLC Project Will Further the General Plan's Goal of Providing Systems for Water Supply and Distribution; Wastewater Collection, Treatment and Disposal; and Energy Distribution Which are Capable of Meeting the Present and Future Needs of All Residential, Commercial and Industrial Customers Within the City of Moreno Valley.*
- The WLC Project Will Further the General Plan's Goal of Balancing the Provision of Urban and Rural Lands Within Moreno Valley by Providing Adequate Land for Present and Future Urban and Economic Development Needs, While Retaining the Significant Natural Features and the Rural Character and Lifestyle of the Northeastern Portion of the Community.*
- The WLC Project Will Further the General Plan's Goal of Providing a Mix of Industrial Uses Which Will Provide a Sound and Diversified Economic Base and Ample Employment Opportunities for the Citizens of Moreno Valley with the Establishment of Industrial Activities that Have Good Access to the Regional Transportation System, Accommodate the Personal Needs of Workers and Business Visitors; and which Meets the Service Needs of Local Businesses.*
- The WLC Project Will Further the General Plan's Goal of Designating*

Business Park/Industrial Areas to Provide for Manufacturing, Research and Development, Warehousing and Distribution as Well as Office and Support Commercial Activities.

- The WLC Project Will Further the General Plan's Goal of Locating Industrial Uses to Avoid Adverse Impacts on Surrounding Land Uses.*
- The WLC Project Will Further the General Plan's Goal of Screening Manufacturing and Industrial Uses When Necessary to Reduce Glare, Noise, Dust, Vibrations and Unsightly Views.*
- The WLC Project Will Further the General Plan's Goal of Designing Industrial Developments to Discourage Access Through Residential Areas.*
- The WLC Project Will Further the General Plan's Goal of Encouraging Open Space Preservation through Policies that Recognize Valuable Natural Resources and Areas Required for Protection of Public Safety that Exist in the City.*
- The WLC Project Will Further the General Plan's Goal of Supporting and Encouraging the Annexation of Unincorporated Areas within the General Plan Study Area for which: a) Long-term Benefits Will be Derived by the City, b) Adequate Infrastructure and Services Have Been or Can Be Economically Provided in Accordance with Current City Standards, and c) the Proposed Annexation Will Generate Sufficient Revenues to Adequately Pay for the Provision of City Services Within a Reasonable Period of Time.*
- The WLC Project Will Further the General Plan's Goal of Ensuring that All Development within the City of Moreno Valley Is of High Quality, Yields a Pleasant Living and Working Environment for Existing and Future Residents and Attracts Business as the Result of Consistent Exemplary Design.*
- The WLC Project Will Further the General Plan's Goal of Maintaining a Water System Capable of Meeting Daily and Peak Demands of Moreno Valley Residents and Businesses Including the Provision of Adequate Fire Flows.*
- The WLC Project Will Further the General Plan's Goal of Maintaining a Wastewater Collection, Treatment and Disposal System Capable of Meeting the Daily and Peak Demands of Moreno Valley Residents and Businesses.*
- The WLC Project Will Further the General Plan's Goal of Coordinating Development Activity With the Provision of Public Infrastructure and Services.*
- The WLC Project Will Further the General Plan's Goal of Developing a System of Trails Which Contribute to Environmental Quality and Energy Conservation by Providing Alternatives to Motorized Vehicular Travel and Opportunities for Recreational Equestrian Riding, Bicycle Riding and Hiking and that Connects With Major Regional Trail Systems.*
- The WLC Project Will Further the General Plan's Goal of a Safe, Efficient,*

Environmentally and Fiscally Sound Integrated Vehicular Circulation System which Provides Access to Development and Supports Mobility Requirements of the System's Users.

- The WLC Project Will Further the General Plan's Goal of Maintaining Level Of Service (LOS) "D" in the Vicinity of SR60 and High Employment Centers.*
- The WLC Project Will Further the General Plan's Goal of Maximizing the Efficiency of the Local Circulation System.*
- The WLC Project Will Further the General Plan's Goal of Encouraging Development of an Efficient Public Transportation System for the Entire Community.*
- The WLC Project Will Further the General Plan's Goal of Encouraging Development of Safe, Efficient and Aesthetic Pedestrian Facilities.*
- The WLC Project Will Further the General Plan's Goal of Encouraging Bicycling as an Alternative to Single Occupant Vehicle Travel for the Purpose of Reducing Fuel Consumption, Traffic Congestion and Air Pollution.*
- The WLC Project Will Make Major Progress Toward Fulfilling Goals of the Moreno Valley Economic Development Action Plan.*
- The WLC Project Will Provide Quality Jobs. Approval of the Project Will Create Jobs in the Industry Where Demand Exists.*
- The WLC Project Will Increase Employment, Furthering the City's Goal of Improving Quality of Life and Creating a Healthy Economic Climate by Reducing Poverty and Its Impacts.*
- The WLC Project Will Improve Public Health.*
- The WLC Project Will Allow for the Economic Use of Currently Underused Land.*
- The WLC Project Will Ensure the Availability of Industrially-Zoned Land in Moreno Valley to Meet Demand.*
- The WLC Project Will Allow Moreno Valley to be More Competitive for Industrial Projects.*
- The WLC Project Will Make Major Progress Toward Fulfilling the Regional Need for Logistics Development.*
- The WLC Project Will Implement Aggressive Air Quality Strategies.*
- The WLC Project Will Ensure that the Health of Residents, School Children and Workers, both Within and Outside of the Project Area, Will Not Be Adversely Affected by the Construction and Operation of the Project.*
- The WLC Project Will Reduce Commuting Time and Decrease Traffic on the*

County's Highways during Peak Hours.

- The WLC Project Will Result in Substantially Fewer Vehicle Trips Compared to Current Zoning.*
- The WLC Project Will Result in the Consumption of Substantially Less Water Compared to Current Zoning.*
- The WLC Project Will Create a Master-Planned, Sustainable Development.*

Public Benefits

In the proposed World Logistics Center Development Agreement Initiative, the "Public Benefits" of the WLC Project are listed as follows: (which are substantially the same as those set forth in the WLC Project Development Agreement)

- Development Impact Fees, public improvements, or both will be paid to the City to further public improvements.*
- City has oversight over transfer of land or buildings within the area covered by the Agreement.*
- The property owners must pay for special staff and consultants.*
- Education/Library/Job training/funding to City/Job opportunities.*
- "Turnkey" fire station will be built on property owners provided land and will be fully funded and equipped by the property owners.*
- Land owners are bound, contractually, to provide City benefits beyond those available via a nexus condition.*
- City advances its General Plan's goals, policies and objectives as anticipated when it was adopted.*
- City controls when the property owners have qualified to release themselves, in whole or part, from the Development Agreement.*
- *City preserves its right to impose the enhanced development standards on the Project outlined in the specific plan.*
- City has set performance criteria for the Terms of the Agreement.*
- City preserves the right to update standards and, as required and lawful, require further CEQA reviews.*
- City Code Standards are imposed for any reimbursements to the property owners for oversizing any infrastructure.*
- City required and is able to hold the property owners accountable for a local hiring program for City residents.*

- *City obtains Education, Library, Training, and Innovation funding for residents in the amount up to \$6,993,000, during the Term of the Development Agreement, with One Million Dollars (\$1,000,000) of that being provided in a single lump sum payment upon issuance of the first building permit.*
- *The property owners will contribute \$500,000 toward the City's development of State Route 60 landscape, signage, and bridge design enhancement.*
- *Specified homes are to be offered air filtration systems at no charge.*
- *City will annually review and enforce its benefits, and ensure performance of its duties.*
- *Defaults and issues in dispute have a specified resolution process.*
- *City is covered by property owners-funded liability insurance and from tort claims.*
- *City is protected as to ensuring the property owners' performance, despite external causation.*

Mitigation Measures

Pursuant to *Public Resources Code* Section 21081.6, the City Council adopted, as conditions of approval of the WLC Project, a Mitigation Monitoring and Reporting Plan that was set forth in the FEIR. The World Logistics Center Land Use and Zoning Entitlements Initiative proposes to repeal the Project Approvals and replace them with a set of WLC Project land use and zoning entitlements that are substantially the same as the City Council's Project Approvals. This all includes the imposition of a set of Conditions of Development that incorporates the Mitigation Measures set forth in the FEIR's Mitigation Monitoring and Reporting Plan.

ALTERNATIVES

There are very limited alternatives. The City Council's options are fairly narrow since the California Supreme Court has consistently held that the city's duty to adopt a qualified voter-sponsored initiative, or place it on ballot, is ministerial and mandatory. This legal holding is clearly set forth in the California Supreme Court cases known as *Tuolumne Jobs & Small Business Alliance v Superior Court* (2014) 59 C4th 1029 and *Native American Sacred Site & Environmental Protection Association v City of San Juan Capistrano* (2004) 120 CA4th 961. In summary, the City Council must (in the end) decide whether to approve the initiatives or present them to the voters at a special or regular election, and there is a limited time frame to make the decision.

FISCAL IMPACT

If the City Council presents the initiatives to the voters at a special election or at the next regular municipal election on November 8, 2016, the City will have to bear the cost of conducting the election, which could range between \$50,000 to over \$100,000. [Note:

At the time this report was prepared, the County had not responded to the City Clerk’s request for an estimate of cost of the County conducting the election on behalf of the City. However, if the City Council adopts the initiatives, there is the possibility that the eight pending CEQA lawsuits may be dismissed, which would result in an undetermined amount of savings related to costs incurred by the City for matters not directly related to the litigation, the cost of which is subject to reimbursement by the Real Party in Interest (Highland Fairview).

NOTIFICATION

Publication of the Agenda

PREPARATION OF STAFF REPORT

Prepared By:
Steven B. Quintanilla
Interim City Attorney

Department Head Approval:
Steven B. Quintanilla
Interim City Attorney

Concurred by:
Jane Halstead
City Clerk

CITY COUNCIL GOALS

Positive Environment. Create a positive environment for the development of Moreno Valley's future.

ATTACHMENTS

- 1. World Logistics Center Land Use and Zoning Entitlements Initiative
- 2. World Logistics Center Development Agreement Initiative
- 3. World Logistics Center Land Benefit Initiative
- 4. Proponent's request

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>
City Attorney Approval	<u>✓ Approved</u>
City Manager Approval	<u>✓ Approved</u>

INITIATIVE MEASURE TO BE SUBMITTED DIRECTLY TO THE VOTERS

The city attorney has prepared the following title and summary of the chief purpose and points of the proposed measure:

TITLE

World Logistics Center Land Use and Zoning Entitlements Initiative

SUMMARY

On August 25, 2015, the Moreno Valley City Council approved the World Logistics Center project (“WLC Project”) which is described as a master-planned development encompassing up to 40.6 million square feet building area specifically designed to support large-scale logistics operations. The WLC Project, as approved by the City Council, is planned to be located in the eastern portion of Moreno Valley south of State Highway 94 between Redlands Boulevard and Gilman Springs Road, north of the San Jacinto Wildlife Area.

The City Council’s approval of the WLC Project included the following legislative actions (“Project Approval (a) adoption of Ordinance No. 900 that approved a Change of Zone, adopted the World Logistics Center Specific Plan (“WLC Specific Plan”), established the pre-zoning of an 85 acre annexation site located along Gilman Springs Road and Alessandro Boulevard, and repealed the Moreno Highlands Specific Plan; (b) adoption of Resolution No. 2015-57 that approved several General Plan Map and Text Amendments; and (c) adoption of Resolution No. 2015-59 that requested LAFCO to initiate proceedings to allow the City to annex the aforementioned 85 acre annexation site.

This initiative proposes to repeal the Project Approvals and replace them with a set of WLC Project land use zoning entitlements that are substantially the same as the City Council’s Project Approvals. This also includes the imposition of a set of Conditions of Development that incorporates the Mitigation Measures set forth in the WLC Project Environmental Impact Report certified by the City Council.

Moreover, if this initiative is approved, the City Council will not be precluded from amending the initiative approved WLC Specific Plan, the City’s General Plan and the City’s Zoning Map (Atlas) to allow additional uses in the WLC Specific Plan that are permitted in the City’s Industrial, Light Industrial and Business Park Zones in order to diversify the City’s economy.

Prepared by:
Steven B. Quintanilla, Interim City Attorney
City of Moreno Valley
Pursuant to Elections Code §9203(a)
September 14, 2015

We, the undersigned, registered, qualified voters of the City of Moreno Valley, hereby propose the following initiative measure, and petition the City Council to submit the same to the voters of the City for their adoption or rejection at a special election or as otherwise provided by law.

The people of the City of Moreno Valley do ordain as follows:

Section 1. Title.

This initiative measure (the “Initiative”) shall be known as the “Moreno Valley Jobs Initiative.”

Section 2. Purpose.

The purpose of this Initiative is to protect and support the creation of job opportunities in Moreno Valley for the benefit of Moreno Valley and in support of the City Council approval of the World Logistics Center projects.

The City’s approval of the Project is being threatened with lawsuits by those who would like to prevent Moreno Valley from being competitive and therefore push the jobs and benefits to other cities by raising unproven environmental claims or stop the Project for their own interests and financial benefit to the detriment of Moreno Valley.

This initiative will allow the voters of Moreno Valley to reject the influence of these opponents and take control of the future of our city.

Section 3. Repeal of Ordinances and Resolutions

- A. Ordinance No. 900, enacted by the City Council on August 25, 2015, is repealed. A copy of the Ordinance is attached as Exhibit A-1.
- B. Resolution No. 2015-57, adopted by the City Council on August 19, 2015, is repealed. A copy of the Resolution is attached as Exhibit A-2.
- C. Resolution No. 2015-59, adopted by the City Council on August 19, 2015, is repealed. A copy of the Resolution is attached as Exhibit A-3.

Section 4. Amendments to the General Plan of the City of Moreno Valley.

The General Plan of the City of Moreno is hereby amended as follows (additions are shown as underlined and deletions are shown as ~~strikethroughs~~):

A. Community Development Element.

- 1. The Land Use Map, Figure 2-2, page 2-4, is amended as shown on Exhibit B-1. A copy of the Land Use Map prior to its amendment is shown, for informational purposes only, on Exhibit B-2.
- 2. Section 2.1.1, page 2-1, is amended as follows:

“Industrial development is located in the southwest corner of Moreno Valley between Kitching Street and Heacock Street. The area between Alessandro Boulevard and March Air Reserve Base contains industrial uses and several City of Moreno Valley facilities, including city hall, the public safety building and the animal shelter. A major logistics center is planned southerly of SR-60 between Redlands Boulevard and Gilman Springs Road. There are two full-service hospitals

Attachment: World Logistics Center Land Use and Zoning Entitlements Initiative (1794 : CITY COUNCIL CONSIDERATION OF VERIFIED PETITIONS REGARDING WORLD LOGISTICS

INITIATIVE MEASURE TO BE SUBMITTED DIRECTLY TO THE VOTERS

in Moreno Valley. The Moreno Valley Community Hospital is on the north side of Iris Avenue, west of Oliver Street. The Riverside County Medical Center is located on the northwest corner of Cactus Avenue and Nason Street.

- 3. Section 2.1.3, page 2-5, is amended as follows:

~~“In 2002, the California Department of Fish & Game Wildlife Conservation acquired approximately 1,000 acres in the southeast corner of Moreno Valley. The purchase expanded the San Jacinto Wildlife Area. The Sempra energy company purchased an additional 178 acres of land surrounding its gas compressor facility at the intersection of Virginia Street and Gato del Sol. The acquisitions encompass about one-third of the land within the Moreno Highlands Specific Plan.~~

~~“Neither of the aforementioned land purchases are likely to be developed as envisioned in the original specific plan and are likely to remain substantially vacant. In that the Moreno Highlands Specific Plan Development Agreement precludes the City from making unilateral changes to the specific plan land use plan, no changes were recommended for the Moreno Highlands Specific Plan as part of the General Plan Update.”~~

B. Parks, Recreation and Open Space Element.

- 1. The Opens Space map, Figure 4-1, page 4-2, is amended as shown on Exhibit B-3. A copy of the Open Space map prior to its amendment is attached Exhibit B-4 for informational purposes only.
- 2. The Future Park Land Acquisition Areas map, Figure 4-2, page 4-6, is amended as shown on Exhibit B-5. A copy of the Future Park Land Acquisition Areas map prior to its amendment is shown on Exhibit B-6 for informational purposes only.
- 3. The Master Plan of Trails map, Figure 4-3, page 4-13, is amended as shown on Exhibit B-7. A copy of Master Plan of Trails map prior to its amendment is attached as Exhibit B-8 for informational purposes only.

C. Circulation Element.

- 1. The Circulation Plan, Figure 9-1, page 9-26, is amended as shown on Exhibit B-9. A copy of the Circulation Plan prior to its amendment is shown on Exhibit B-10 for informational purposes only.
- 2. Section 5.3.2.2, page 5-7, is amended as follows:

“Industrial and business park development is concentrated in the southern part of the City, generally located south of Iris Avenue and north of San Michele Road to the Perris city limits, and in the eastern part of the City, generally between Redlands Boulevard and Gilman Springs Road. This development is an important component of the City land use pattern, providing significant local employment opportunities for Moreno Valley residents and municipal revenue to support high levels of public services and facilities To support this development, a sound network of arterial and collector streets is needed.”

D. Safety Element.

- 1. The Fire Station Map, Figure 6-1, page 6-8, is amended as shown on Exhibit B-11. A copy of the Fire Station Map prior to its amendment is attached as Exhibit B-12 for informational purposes only.
- 2. The Buildout Noise Contours Map, Figure 6-2, page 6-15, is amended as shown on Exhibit B-13. A copy of the Buildout Noise Contours Noise Map prior to its amendment is attached as Exhibit B-14 for informational purposes only.

E. Conservation Element.

The Major Scenic Resources Map, Figure 7-2, page 7-13, is amended as shown on Exhibit B-15. A copy of the Major Scenic Resources Map prior to its amendment is attached as Exhibit B-16 for informational purposes only.

F. Goals and Objectives.

- 1. The Circulation Plan, Figure 9-1, page 9-26, is amended as shown on Exhibit B-9. A copy of the Circulation Plan prior to its amendment is attached as Exhibit B-10 for informational purposes only.
- 2. The LOS Standards, Figure 9-2, page 9-27, is amended as shown on Exhibit B-17. A copy of the LOS Standards prior to its amendment is attached as Exhibit B-18 for informational purposes only.
- 3. The Bikeway Plan, Figure 9-4, page 9-29, is amended as shown on Exhibit B-19. A copy of the Bikeway Plan prior to its amendment is attached as Exhibit B-20 for informational purposes only.

Section 5. Amendment of City of Moreno Valley Zoning Map.

The zoning map of the City of Moreno Valley is amended as shown on Exhibit C-1. A copy of the Zoning Map prior to its amendment is attached as Exhibit C-2 for informational purposes only.

Section 6. Repeal of the Moreno Highlands Specific Plan.

The Moreno Highlands Specific Plan is repealed. A copy of the Moreno Highlands Specific Plan is attached as Exhibit D for informational purposes only.

Section 7. Adoption of the World Logistics Center Specific Plan.

The World Logistics Center Specific Plan, Exhibit E, is adopted.

INITIATIVE MEASURE TO BE SUBMITTED DIRECTLY TO THE VOTERS

Section 8. Imposition of Project Conditions of Development.

The conditions of development shown on Exhibit F are adopted.

Section 9. Implementation of this Initiative.

- A. Upon the effective date of this Initiative, the City is directed to promptly take all appropriate actions needed to implement this Initiative. This Initiative is considered adopted and effective upon the earliest date legally possible.
- B. Upon the effective date of this Initiative, the provisions of Section 3 of this Initiative are hereby inserted into the General Plan; except that if the four amendments of the General Plan permitted by state law for any calendar year have already been utilized in the year in which this Initiative becomes effective, the General Plan amendments set forth in this Initiative shall be the first amendments inserted into the General Plan on January 1 of the next year.
- C. The General Plan in effect on the date of filing of the Notice of Intent to Circulate this Initiative ("Filing Date") and the General Plan as amended by this Initiative compose an integrated, internally consistent and compatible statement of policies for the City. To ensure that the City's General Plan remains an integrated, internally consistent and compatible statement of policies for the City, any provision of the General Plan that is adopted between the Filing Date and the effective date of the General Plan amendments adopted by this Initiative shall, to the extent that such interim-enacted provision is inconsistent with the General Plan amendments adopted by this Initiative, be amended as soon as possible and in the manner and time required by state law to ensure consistency between the provisions adopted by the Initiative and other elements of the General Plan.

Section 10. Effect of Other Measures on the Same Ballot.

In approving this Initiative, it is the voters' intent to create a comprehensive regulatory plan to govern the future use and development of the Project and the Project site. To ensure that this intent is not frustrated, this Initiative is presented to the voters as an alternative to, and with the express intent that it will compete with, any and all voter initiatives and City-sponsored measures placed on the same ballot as this Initiative and which, if approved, would regulate the use and development of the Project or the Project site in any manner whatsoever (each, a "Conflicting Initiative"). In the event that this Initiative and one or more Conflicting Initiatives are adopted by the voters at the same election, then it is the voters' intent that only that measure which receives the greatest number of affirmative votes shall control in its entirety and the other measure or measures shall be rendered void and without any legal effect. In no event shall this Initiative be interpreted in a manner that would permit its operation in conjunction with the non-conflicting provisions of any Conflicting Initiative. If this Initiative is approved by the voters but superseded by law in whole or in part by any other Conflicting Initiative approved by the voters at the same election, and such Conflicting Initiative is later held invalid, this Initiative shall be self-executing and given full force of law. Neither the Moreno Valley Workforce Training Initiative nor the WLC Land Benefit Initiative is a Conflicting Initiative.

Section 11. Interpretation and Severability.

- A. This Initiative must be interpreted so as to be consistent with all federal and state laws, rules, and regulations. If any section, sub-section, sentence, clause, phrase, part, or portion of this Initiative is held to be invalid or unconstitutional by a final judgment of a court of competent jurisdiction, such decision does not affect the validity of the remaining portions of this Initiative. The voters declare that this Initiative, and each section, sub-section, sentence, clause, phrase, part, or portion thereof, would have been adopted or passed irrespective of the fact that any one or more sections, sub-sections, sentences, clauses, phrases, part, or portion is found to be invalid. If any provision of this Initiative is held invalid as applied to any person or circumstance, such invalidity does not affect any application of this Initiative that can be given effect without the invalid application.
- B. If any portion of this Initiative is held by a court of competent jurisdiction to be invalid, we, the people of the City of Moreno Valley, indicate our strong desire that: (i) the City Council use its best efforts to sustain and re-enact that portion, and (ii) the City Council implement this Initiative by taking all steps possible to cure any inadequacies or deficiencies identified by the court in a manner consistent with the express and implied intent of this Initiative, including adopting or reenacting any such portion in a manner consistent with the intent of this Initiative.
- C. This Initiative must be broadly construed in order to achieve the purposes stated above. It is the intent of the voters that the provisions of this Initiative be interpreted or implemented by the City and others in a manner that facilitates the purpose set forth in this Initiative.

Section 12. Amendment.

If the City Council determines that it would be in the City's interest for additional complementary uses to be added to the World Logistics Center Specific Plan to diversify Moreno Valley's economy, then the City Council, pursuant to the City Municipal Code, may amend the World Logistics Center Specific Plan, the General Plan, and the Zoning Map to permit uses allowed in the Industrial, Light Industrial, and Business Park zones.

Section 13. Exhibits

Each of the Exhibits attached to this Initiative is hereby incorporated by reference for all purposes related to this Initiative.

INITIATIVE MEASURE TO BE SUBMITTED DIRECTLY TO THE VOTERS

NOTICE OF INTENT TO CIRCULATE PETITION

Notice is hereby given by persons whose names appear hereon of their intention to circulate a petition within the City of Moreno Valley for the purpose of enacting land use approvals for the World Logistics Center project. A statement of the reasons of the proposed action as contemplated in the petition is as follows:

The purpose of this Initiative is to protect and support the creation of job opportunities in Moreno Valley for the benefit of Moreno Valley and in support the City Council approval of the World Logistics Center projects.

The City's approval of the Project is being threatened with lawsuits by those who would like to prevent Moreno Valley from being competitive and therefore push the jobs and benefits to other cities by raising unproven environmental claims or stop the Project for their own interests and financial benefit to the detriment of Moreno Valley.

This initiative will allow the voters of Moreno Valley to reject the influence of these opponents and take control of the future of our city.

/s/

Robert D. Harris

Attachment: World Logistics Center Land Use and Zoning Entitlements Initiative (1794 : CITY COUNCIL CONSIDERATION OF VERIFIED PETITIONS REGARDING WORLD LOGISTICS

INITIATIVE MEASURE TO BE SUBMITTED DIRECTLY TO THE VOTERS

The city attorney has prepared the following title and summary of the chief purpose and points of the proposed measure:

TITLE

World Logistics Center Development Agreement Initiative

SUMMARY

On August 25, 2015, the Moreno Valley City Council approved the World Logistics Center project (“WLC Project”) which is described as a master-planned development encompassing up to 40.6 million square feet building area specifically designed to support large-scale logistics operations. The WLC Project, as approved by the City Council, is planned to be located in the eastern portion of Moreno Valley south of State Highway 78 between Redlands Boulevard and Gilman Springs Road, north of the San Jacinto Wildlife Area.

The City Council’s approval of the WLC Project included, among other WLC Project-related land use and zoning approvals, the adoption of Ordinance No. 901 that approved a Development Agreement, pursuant to the State’s Development Agreement Law, by and between the City of Moreno Valley and HF Properties, Sunnymede Properties, Theodore Properties Partners, 13451 Theodore, LLC and HL Property Partners (collectively “HF”).

This initiative proposes to repeal Ordinance No. 901 and the City Council-approved Development Agreement and replace it with an initiative-approved Development Agreement known as the “World Logistics Development Agreement” that replaces “HF” as a named party in the Development Agreement with “The Property Owner as of the Effective Date of this Agreement.” Other than the above, the Development Agreement proposed by this initiative is substantially the same as the City Council-approved Development Agreement, which includes identical provisions relating to both parties’ contractual obligations under the City Council-approved Development Agreement.

This initiative provides that the initiative-approved World Logistics Development Agreement shall become effective only if the World Logistics Center Land Use and Zoning Entitlements Initiative is also approved.

Prepared by:

**Steven B. Quintanilla, Interim City Attorney
City of Moreno Valley
Pursuant to Elections Code §9203(a)
September 14, 2015**

We, the undersigned, registered, qualified voters of the City of Moreno Valley, hereby propose the following initiative measure, and petition the City Council to submit the same to the voters of the City for their adoption or rejection at a special election or as otherwise provided by law.

The people of the City of Moreno Valley do ordain as follows:

Section 1. Title.

This initiative measure (this “Initiative”) shall be known as the “Moreno Valley Workforce Training Initiative.”

Section 2. Purpose.

The purpose of this Initiative is to obtain the many benefits which the World Logistics Center Development Agreement will bring the City and its residents and as an affirmation of the City Council approval of the World Logistics Center Development Agreement which is being challenged through lawsuits filed by those who would like to stop the Project for their own interests.

Section 3. Repeal of Ordinance

Ordinance No. 901, enacted by the City Council on August 25, 2015, is repealed. A copy of the Ordinance is attached as Exhibit A.

Section 4. Adoption of the World Logistics Center Development Agreement.

The World Logistics Center Development Agreement, Exhibit B, is adopted.

Section 5. Effective Date and Implementation of this Initiative.

This Initiative is considered adopted and effective upon the earliest date legally possible. The World Logistics Development Agreement shall become effective only if the Moreno Valley Jobs Initiative has been approved. Once the World Logistics Center Development Agreement becomes effective, the Mayor is authorized to sign the Development Agreement on behalf of the City and the City directed to promptly take all appropriate actions needed to implement this Initiative.

Section 6. Effect of Other Measures on the Same Ballot.

In approving this Initiative, it is the voters’ intent to adopt the World Logistics Center Development Agreement. To ensure that this intent is not frustrated, this Initiative is presented to the voters as an alternative to, and with the express intent that it will compete with, any and all voter initiatives or City-sponsored measures placed on the same ballot as this Initiative and which, if approved, would adopt a development agreement with any other terms than those contained in the World Logistics Center Development Agreement (each, a “Conflicting Initiative”). In the event that this Initiative and one or more Conflicting Initiatives are adopted by the voters at the same election, then it is the voters’ intent that only that measure which receives the greatest number of affirmative votes shall count in its entirety and the other measure or measures shall be rendered void and without any legal effect. In no event shall this Initiative be interpreted in a manner that would permit its operation in conjunction with the non-conflicting provisions of any Conflicting Initiative. If this Initiative is approved by the voters but superseded by law in whole or in part by any other Conflicting Initiative approved by the voters at the same election, and such Conflicting Initiative is later held invalid, this Initiative shall be self-executing and given full force of law. The Moreno Valley Jobs Initiative is not a Conflicting Initiative.

Section 7. Interpretation and Severability.

A. This Initiative must be interpreted so as to be consistent with all federal and state laws, rules, and regulations. If any section...

Attachment: World Logistics Center Development Agreement Initiative (1794 : CITY COUNCIL CONSIDERATION OF VERIFIED PETITIONS REGARDING WORLD LOGISTICS CENTER LAND

INITIATIVE MEASURE TO BE SUBMITTED DIRECTLY TO THE VOTERS

sub-section, sentence, clause, phrase, part, or portion of this Initiative is held to be invalid or unconstitutional by a final judgment of a court of competent jurisdiction, such decision does not affect the validity of the remaining portions of this Initiative. The voters declare that this Initiative, and each section, sub-section, sentence, clause, phrase, part, or portion thereof, would have been adopted or passed irrespective of the fact that any one or more sections, sub-sections, sentences, clauses, phrases, part, or portion is found to be invalid. If any provision of this Initiative is held invalid as applied to any person or circumstance, such invalidity does not affect any application of this Initiative that can be given effect without the invalid application.

- B. If any portion of this Initiative is held by a court of competent jurisdiction to be invalid, we, the people of the City of Moreno Valley, indicate our strong desire that: (i) the City Council use its best efforts to sustain and re-enact that portion, and (ii) t h e City Council implement this Initiative by taking all steps possible to cure any inadequacies or deficiencies identified by the court in a manner consistent with the express and implied intent of this Initiative, including adopting or reenacting any such portion in a manner consistent with the intent of this Initiative.
- C. This Initiative must be broadly construed in order to achieve the purposes stated above. It is the intent of the voters that the provisions of this Initiative be interpreted or implemented by the City and others in a manner that facilitates the purpose set forth in this Initiative.

Section 8. Amendment.

The Development Agreement may be amended as provided in Government Code § 65868.

Section 9. Exhibits

Each of the Exhibits attached to this Initiative is hereby incorporated by reference for all purposes related to this Initiative.

NOTICE OF INTENT TO CIRCULATE PETITION

Notice is hereby given by persons whose names appear hereon of their intention to circulate a petition within the City of Moreno Valley for the purpose of approving a development agreement for the World Logistics Center project. A statement of the reasons of the proposed action as contemplated in the petition is as follows:

The purpose of this Initiative is to obtain the many benefits which the World Logistics Center Development Agreement will bring to the City and its residents and as an affirmation of the City Council approval of the World Logistics Center Development Agreement which is being challenged through lawsuits filed by those who would like to stop the Project for their own interests.

/s/
_____ **Robert D. Harris**

INITIATIVE MEASURE TO BE SUBMITTED DIRECTLY TO THE VOTERS

NOTICE OF INTENT TO CIRCULATE PETITION

Notice is hereby given by persons whose names appear hereon of their intention to circulate a petition within the territory of the City of Moreno Valley Community Services District for the purpose of repealing Resolution No. 2015-29, enacted by the Board of Directors of the City of Moreno Valley Community Services District on August 19, 2015. A statement of the reasons of the proposed action as contemplated in the petition is as follows:

This measure will help to facilitate the City's ability to obtain the many benefits which the World Logistics Center Project will bring to the City and its residents and as an affirmation of the City Council approval of the Project which is being challenged through lawsuits filed by those who would like to stop the Project for their own interest

/s/
Robert D. Harris

We, the undersigned, registered, qualified voters of the Moreno Valley Community Services District hereby propose the following initiative measure, and petition the Board of Directors to submit the same to the voters of the District for their adoption or rejection at a special election or as otherwise provided by law.

The people of the Moreno Valley Community Services District do ordain as follows:

Section 1. Title.

This initiative measure (this "Initiative") shall be known as the "WLC Land Benefit Initiative."

Section 2. Purpose.

The purpose of this Initiative is to obtain the many benefits which the World Logistics Center Project will bring to the City and its residents and as an affirmation of the City Council approval of the Project which is being challenged through lawsuits filed by those who would like to stop the Project for their own interests.

Section 3. Repeal of Ordinance

Resolution No. 2015-29, enacted by the Board of Directors of the City of Moreno Valley Community Services District on August 19, 2015, is repealed. A copy of the Resolution is attached as Exhibit A.

Section 4. Effective Date and Implementation of this Initiative.

This Initiative is considered adopted and effective upon the earliest date legally possible.

Section 5. Effect of Other Measures on the Same Ballot.

In approving this Initiative, it is the voters' intent to repeal the request submitted to the Riverside County Local Agency Formation Commission to expand the District's boundaries. To ensure that this intent is not frustrated, this Initiative is presented to the voters as an alternative to, and with the express intent that it will compete with, any and all voter initiatives or City-sponsored measures placed on the same ballot as this Initiative and which, if approved, would request that The commission initiate the process to expand the District boundaries (each, a "Conflicting Initiative"). In the event that this Initiative and one or more Conflicting Initiatives are adopted by the voters at the same election, then it is the voters' intent that only that measure which receives the greatest number of affirmative votes shall control in its entirety and the other measure or measures shall be rendered void and without any legal effect. In no event shall this Initiative be interpreted in a manner that would permit its operation in conjunction with the non-conflicting provisions of any Conflicting Initiative. If this Initiative is approved by the voters but superseded by law in whole or in part by any other Conflicting Initiative approved by the voters at the same election, and such Conflicting Initiative is later held invalid, this Initiative shall be self-executing and given full force of law. The Moreno Valley Jobs Initiative is not a Conflicting Initiative.

Section 6. Interpretation and Severability.

- A. This Initiative must be interpreted so as to be consistent with all federal and state laws, rules, and regulations. If any section, subsection, sentence, clause, phrase, part, or portion of this Initiative is held to be invalid or unconstitutional by a final judgment of court of competent jurisdiction, such decision does not affect the validity of the remaining portions of this Initiative. The voters declare that this Initiative, and each section, sub-section, sentence, clause, phrase, part, or portion thereof, would have been adopted or passed irrespective of the fact that any one or more sections, sub-sections, sentences, clauses, phrases, part, or portion is found to be invalid. If any provision of this Initiative is held invalid as applied to any person or circumstance, such invalidity does not affect any application of this Initiative that can be given effect without the invalid application.
- B. If any portion of this Initiative is held by a court of competent jurisdiction to be invalid, we, the people of the City of Moreno Valley indicate our strong desire that: (i) the City Council use its best efforts to sustain and re-enact that portion, and (ii) the City Council implement this Initiative by taking all steps possible to cure any inadequacies or deficiencies identified by the court in a manner consistent with the express and implied intent of this Initiative, including adopting or reenacting any such portion in a manner consistent with the intent of this Initiative.
- C. This Initiative must be broadly construed in order to achieve the purposes stated above. It is the intent of the voters that the provisions of this Initiative be interpreted or implemented by the City and others in a manner that facilitates the purpose set forth in this Initiative.

Section 7. Exhibits

Each of the Exhibits attached to this Initiative is hereby incorporated by reference for all purposes related to this Initiative.

Attachment: World Logistics Center Land Benefit Initiative (1794 : CITY COUNCIL CONSIDERATION OF VERIFIED PETITIONS REGARDING WORLD LOGISTICS CENTER LAND USE AND

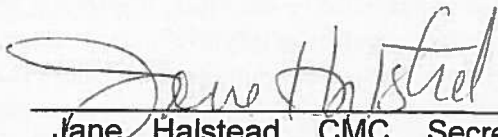
INITIATIVE MEASURE TO BE SUBMITTED DIRECTLY TO THE VOTERS

CERTIFICATION

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.
CITY OF MORENO VALLEY)

I, Jane Halstead, Secretary of the Moreno Valley Community Services District of the City of Moreno Valley, California, do hereby certify and attest the foregoing to be a true and correct copy of the original Resolution No. CSD 2015-29 on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Moreno Valley Community Services District, this 3rd day of September, 2015.


Jane Halstead, CMC, Secretary,
Moreno Valley Community Services
District

(SEAL)

WLC LAND BENEFIT INITIATIVE
EXHIBIT A

INITIATIVE MEASURE TO BE SUBMITTED DIRECTLY TO THE VOTERS

RESOLUTION NO. CSD 2015-29

A RESOLUTION OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, TO REQUEST THE RIVERSIDE LOCAL AGENCY FORMATION COMMISSION TO INITIATE PROCEEDINGS FOR THE EXPANSION OF THE COMMUNITY SERVICES DISTRICT BOUNDARY TO INCLUDE APPROXIMATELY 85 ACRES OF LAND LOCATED ALONG GILMAN SPRINGS ROAD AND ALESSANDRO BOULEVARD IN CONJUNCTION WITH A RELATED ANNEXATION (APN NOS. 422-130-002 AND 422-130-003)

WHEREAS, the Moreno Valley Community Services District (CSD) desires to initiate proceedings pursuant to the Cortese-Knox Local Government Reorganization Act, commencing with Section 56000 of the California Government Code, for an amendment of the Community Services District boundary; and

WHEREAS, the territory proposed to be included within the proposed expansion of the Community Services District boundary is uninhabited and included in the City's Sphere of Influence, and the boundaries of said territory are identified in Exhibit A (attached); and

WHEREAS, the CSD Board of Directors finds that the proposed expansion of the Community Services District boundary is consistent with the City's sphere of influence and desired annexation; and

WHEREAS, future needs for public facilities and services need to be planned in those areas logical to the City's and District's future expansion and Service areas; and

WHEREAS, the CSD Board of Directors finds that the proposed expansion of the Community Services District boundary is tied to the certified Environmental Impact Report and project description for the World Logistics Center Project; and

NOW, THEREFORE, THE MORENO VALLEY COMMUNITY SERVICES DISTRICT BOARD OF DIRECTORS OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. That an application for expansion of the Community Services District shall be submitted for consideration by the Riverside County Local Agency Formation Commission ("LAFCO") for the area shown in the attached map (Exhibit "A").

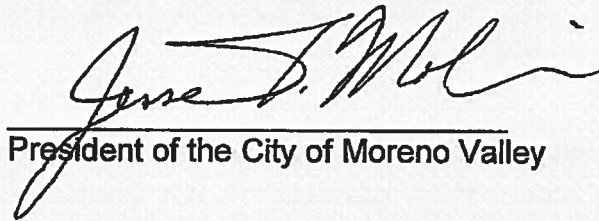
1
Resolution No. CSD 2015-29
Date adopted: August 19, 2015

Attachment: World Logistics Center Land Benefit Initiative (1794 : CITY COUNCIL CONSIDERATION OF VERIFIED PETITIONS REGARDING WORLD LOGISTICS CENTER LAND USE AND

INITIATIVE MEASURE TO BE SUBMITTED DIRECTLY TO THE VOTERS

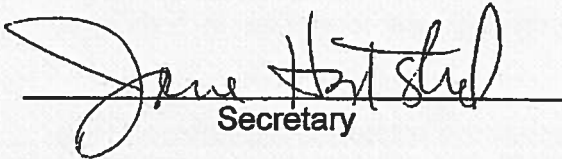
- 2. The City Clerk is authorized and directed to file a certified copy of this Resolution with the Executive Officer of LAFCO together with such other information and documents as may be required by the Executive Officer.

APPROVED and ADOPTED this 19th day of August, 2015.




 President of the City of Moreno Valley

ATTEST:



 Secretary

APPROVED AS TO FORM:



 City Attorney

2
 Resolution No. CSD 2015-29
 Date adopted: August 19, 2015

INITIATIVE MEASURE TO BE SUBMITTED DIRECTLY TO THE VOTERS

RESOLUTION JURAT

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.
CITY OF MORENO VALLEY)

I, Jane Halstead, Secretary of the Moreno Valley Community Services District, Moreno Valley, California do hereby certify that Resolution No. CSD 2015-29 was duly and regularly adopted by the Board of Directors of the Moreno Valley Community Services District at a regular meeting held on the 19th day of August, 2015, by the following vote:

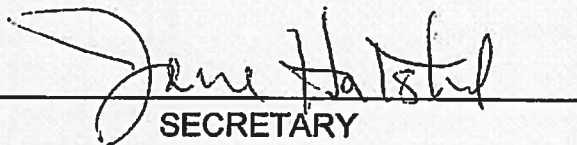
AYES: Board Member Giba, Vice-President Dr. Gutierrez and President Molina

NOES: Board Members Jempson and Price

ABSENT: None

ABSTAIN: None

(Board Members, Vice-President and President)

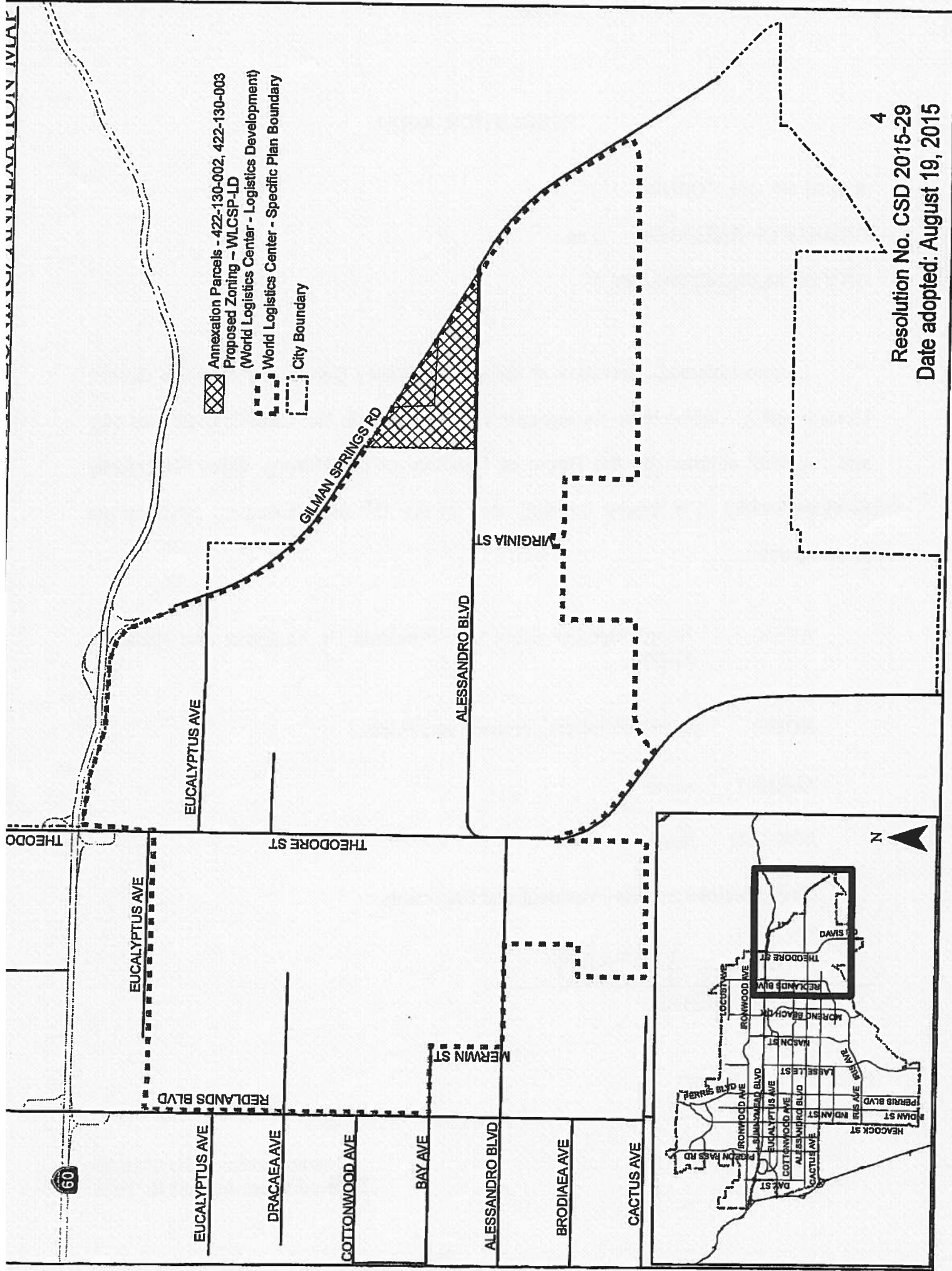

SECRETARY

(SEAL)

3
Resolution No. CSD 2015-29
Date adopted: August 19, 2015

Attachment: World Logistics Center Land Benefit Initiative (1794 : CITY COUNCIL CONSIDERATION OF VERIFIED PETITIONS REGARDING WORLD LOGISTICS CENTER LAND USE AND

INITIATIVE MEASURE TO BE SUBMITTED DIRECTLY TO THE VOTERS



4
Resolution No. CSD 2015-29
Date adopted: August 19, 2015

CITY CLERK
MORENO VALLEY
RECEIVED

15 NOV 23 AM 9:06

November 22, 2015

VIA HAND-DELIVERY

Ms. Jane Halstead
City Clerk and
"Secretary, Moreno Valley Community Services District."
City of Moreno Valley
Moreno Valley City Hall
14177 Frederick Street
Moreno Valley, California 92552

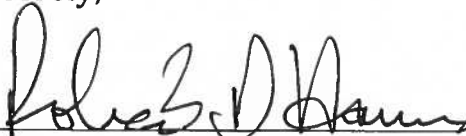
Re: Moreno Valley Initiatives

Dear Ms. Halstead:

As you know the committee has agreed to reimburse the City for signature verification. In order to save time and expense, we hereby request that the city confirm that the three petitions filed with the city are qualified only to the 10% threshold as indicated under Elections Code section 9215.

Please do not hesitate to contact me at 951-259-9460 should you have any questions. Thank you for your assistance.

Sincerely,


Robert D. Harris



Report to City Council

TO: Mayor and City Council

FROM: Steve Quintanilla, Interim City Attorney

AGENDA DATE: November 24, 2015

TITLE: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY REVISING TITLE 11 (PEACE, MORALS AND SAFETY) OF THE MORENO VALLEY MUNICIPAL CODE BY REPEALING CHAPTER 11.06 IN ITS ENTIRETY, AND ADDING CHAPTERS 11.95 AND 11.96 IN RESPONSE TO NEW STATE LAWS

RECOMMENDED ACTION

Recommendations: That the City Council:

1. Introduce Ordinance No. 908. An Ordinance of the City Council of the City of Moreno Valley, California, Revising Title 11 (Peace, Morals and Safety) of the Moreno Valley Municipal Code By Repealing Chapter 11.06 in its Entirety, and Adding Chapters 11.95 and 11.96 in Response to New State Laws.
2. That the City Council request the Planning Commission make its report and recommendation to the City Council concerning adoption of an ordinance revising the City's Zoning Ordinance by amending Sections 9.02.020, 9.02.130 and 9.15.030 of Title 9 (Planning and Zoning), which relate to the use of the term "massage parlor" and "massage establishment."

SUMMARY

In 2009, Senate Bill No. 731 ("SB 731") was enacted in order to establish uniform state and local regulation of massage businesses and massage professionals. SB 731 created the Massage Therapy Organization (since renamed the California Massage Therapy Council or "CAMTC") to oversee the voluntary certification of massage therapists and established limitations on the power of local governments to regulate massage professionals, such as exempting certified massage therapists from requirements to obtain a license, permit, or authorization prior to practicing within the jurisdiction and prohibiting cities and counties from imposing requirements on massage

therapy businesses that were not also imposed on other businesses providing professional services. Subsequent amendments to the Act further limited local control over the massage professionals and business.

Since enactment of SB 731, the City, and many other local jurisdictions, have experienced the negative effects of significant increases in the number of massage establishments, including significant increases in citizen complaints concerning illicit activities at those establishments. Additionally, the proliferation of such businesses has had a negative impact on City services due to the inordinate amount of time that code and law enforcement spends in processing, inspecting, and policing such businesses as compared to other types of personal service businesses. These negative impacts pose a current and immediate threat to the public health, safety and welfare.

In September 2014, Governor Brown signed Assembly Bill No. 1147 ("AB 1147") into law. AB 1147 which titled the Business and Professions Code chapter containing the bulk of its provisions as the "Massage Therapy Act" (the "Act") was codified at Bus. & Prof. Code §§460 and 4600-4621, and at Gov't Code §51034). AB 1147 divides responsibility for massage regulation between the State and local governments, charging the State with regulating the certification of massage professionals through the CAMTC and authorizing local governments to regulate massage businesses through the exercise of their regulatory and land-use authority. AB 1147 took effect January 1, 2015, and will sunset (goes out of effect) January 1, 2017, unless otherwise extended.

Although the AB 1147 reinstates local authority over massage businesses, local regulation is still limited. Specifically, counties and cities may not:

- Prohibit a State certified/licensed massage therapist from engaging in any act or performing any procedure that falls within the professionally recognized scope of practice of that certificate holder or licensee (Bus. & Prof. Code §460);
- Prohibit a person of one sex from engaging in the massage of a person of the other sex (Gov't Code §51034(c)(1));
- Define a massage establishment as an adult entertainment business, or otherwise regulate a massage establishment as adult entertainment (Gov't Code §51034(c)(2));
- Require a massage establishment to have windows or walls that do not extend from the floor to ceiling, or have other internal physical structures, including windows, that interfere with a client's reasonable expectation of privacy (Gov't Code §51034(c)(3));
- Impose client draping requirements that extend beyond the covering of genitalia and female breasts, or otherwise mandating that the client wear special clothing (Gov't Code §51034(c)(4));
- Prohibit a massage establishment from locking its external doors if the massage

establishment is a business entity owned by one individual with one or no employees or independent contractors (Gov't Code §51034(c)(5));

- Require a massage establishment to post in an area that may be viewed by clients any notice that contains explicit language describing sexual acts, mentions genitalia, or specific contraceptive devices (Gov't Code §51034(c)(6));
- Impose requirements that a person certified pursuant to the Act take any test, medical examination, or background check or comply with education requirements beyond what is required by the Act (Gov't Code §51034(c)(7));
- Impose a dress code requirement in excess of those already imposed in the Act (Gov't Code §51034(c)(9));
- Impose a requirement that an individual holding a State certificate obtain any other license, permit, certificate, or other authorization to provide massage for compensation (***with the exception of a business license for revenue purposes that is required of other similar types of businesses or a zoning permit for a massage therapy establishment***) (Gov't Code §51034(c)(8)); or
- Prohibit a State certified/licensed massage therapist from performing massage for compensation on the gluteal muscles, prohibit specific massage techniques recognized by the California Massage Therapy Council as legitimate, or impose any other specific restriction on the professional practice beyond those set forth by the Act (Gov't Code §51034(c)(10)).

As discussed in the following section, the City's existing massage-related regulations pre-date both SB 731 and AB 1147. Adoption of the proposed ordinances is necessary in order for the City's regulation of massage therapists and massage establishments to comply with current State laws.

The proposed ordinance was scheduled to be discussed at the November 18, 2015 meeting of the Public Safety Subcommittee.

DISCUSSION

1. Adoption of Urgency Ordinance

Massage establishments are businesses that involve intimate contact between persons, which creates the opportunity for acts of prostitution and other unlawful sexual activity to occur. The establishment of reasonable standards for the issuance of massage therapist and massage establishment licenses and permits and the regulation of the operation of such businesses will serve to reduce the risk of illegal and potentially injurious activities, resulting in fewer citizen complaints concerning illicit massage-related activities and reducing the amount of time that code and law enforcement spends in processing, inspecting, and policing such businesses.

California Government Code Section 36937(b) provides for the adoption of an urgency ordinance for the immediate preservation of the public safety, health and welfare without following the procedures otherwise required for the adoption of an ordinance. Adoption of an urgency ordinance requires approval by a four-fifths (4/5ths) vote of the City Council and if approved, takes effect immediately upon adoption.

The Interim City Attorney recommends approval of the proposed urgency ordinance so that the City can immediately avail itself of the licensing schemes and operational requirements proposed by the ordinance, which will aid in the protection of the public health, safety, and welfare from illicitly operated massage businesses and will discourage the use of such businesses for illegal activities.

If the City Council elects not to approve the proposed urgency ordinance and elects instead to adopt the companion Non-urgency ordinance, these same provisions will take effect thirty days following the second reading of the ordinance.

2. Repeal of Chapter 11.06

The City's existing regulations for massage therapists and massage establishments date back to Ordinance No. 552, which was adopted in 1999 and enacted as Chapter 11.06 (Massage) of the City's Municipal Code. Chapter 11.06 heavily regulates both massage therapists and massage establishments, which makes the entire Chapter vulnerable to challenge on grounds the Chapter imposes specific restrictions on the professional practice beyond those set forth by the Act, in violation of Government Code Section 51034(c)(10).

In order to ensure the City's regulations comport with State law, the Interim City Attorney recommends adoption of the proposed ordinances, which would, in part, repeal Chapter 11.06 in its entirety. As indicated above, the urgency ordinance would take effect immediately, whereas the non-urgency ordinance would take effect thirty days after its second reading. If the proposed ordinances are adopted, regulation of massage therapists and massage establishments would be regulated under two proposed new Municipal Code Chapters, which are detailed in the following sections.

3. Addition of Chapter 11.95 (Massage Therapists)

The proposed ordinance, if adopted, will add Chapter 11.95 to the Municipal Code. Chapter 11.95 will require massage therapists to obtain business licenses unless they are bona fide employees who work exclusively for employers that have obtained business licenses from the City pursuant to the proposed new Municipal Code Chapter 11.96.

Chapter 11.95 delineates the requirements for a massage therapist business license, which includes requesting the applicant's age, proof the applicant is certified or licensed by the State pursuant to the Act, and certified statement, given under penalty of perjury, that the applicant has not been convicted of any of the offenses that are grounds for denial of the subject business license application, which grounds include certain

criminal convictions relating to prostitution and the sale of controlled substances, registration as a sex offender and providing incomplete or false information in the application.

4. Addition of Chapter 11.96 (Spa Facilities)

Further, the proposed ordinances, if adopted, will add Chapter 11.96 to the Municipal Code. Chapter 11.96 will require owners of spa facilities to obtain a business license. Additionally, the proposed ordinance will require all spa facilities operating in existing hotels to obtain a supplemental business license, and will impose reasonable health and safety regulations on such facilities.

Chapter 11.96 delineates the requirements for a massage therapy establishment (defined as a "Spa Facility") to obtain a business license, which includes providing the following information:

- Identification of the applicant and all applicant's current and prospective employees and independent contractors providing massage services;
- Identification of the business, including the address, telephone number and hours of operation of the facility, whether food or beverages will be served and whether non-massage business will be conducted on the premises;
- Proof of state certification of all applicant's employees; and
- A certified statement that the applicant and employee have not been convicted of any of the offenses that are grounds for denial.

Chapter 11.96 delineates grounds for denial of a Spa Facility business license, including certain criminal convictions relating to prostitution or the sale of controlled substances, that the applicant is required to register as a sex offender, that the applicant submitted an incomplete application or provided false information, and that the proposed use is not permitted under the Zoning Ordinance.

Further, Chapter 11.96 imposes regulations upon spa facilities, including the following:

- Spa facilities may only employ state-certified massage professionals;
- Hours of operation are restricted to 6:00 a.m. to 9:00 p.m.;
- Prohibits alcoholic beverages from being served to patrons during the course of providing or offering to provide any massage therapy services;
- Imposes maintenance requirements, including disinfection of instruments and keeping the facilities in good repair and in a clean and sanitary condition;
- Requires a list of services available to be displayed;

- Permits the police and code enforcement to inspect the facility; and
- Requires the business to immediately report to the City (i) the arrest of an employee or owner for an offense other than a misdemeanor traffic offense, (ii) the resignation, termination or transfer of a massage professional employed by the facility; and (iii) the occurrence of any event involving the facility or the massage professionals employed therein that constitutes a violation of Chapters 11.95 or 11.96, or state or federal law.

These regulations are consistent with the Act, which authorizes the City to adopt and enforce local regulations governing business licensing and reasonable health and safety requirements for massage establishments and massage therapists. (Bus. & Prof. Code §460(c))

5. Revisions to the Zoning Ordinance

The following additional amendments to the City's Zoning ordinance, which is enacted as Title 9 (Planning and Zoning) of the Municipal Code, are recommended:

- Revision to Chapter 9.02 (Permits and Approvals) at Permitted Uses Table 9.02.020-1 in order to substitute the term "Spa Facilities" for the term "massage establishments" and at Section 9.02.130 (Home occupation uses) in order to substitute the term "Spa Facilities" for the term "Massage Parlors"; and
- Revision to Chapter 9.15 (Definitions) at Section 9.15.030 (Definitions) in order to remove "Massage Parlors" from the list of defined terms.

Since zoning ordinance amendments require the City Planning Commission's consideration, the revisions to Chapters 9.02 and 9.15 are not included in the attached ordinances. Instead, the Interim City Attorney proposes the City Council request the Planning Commission make its report and recommendation to the City Council concerning the adoption of an ordinance that would accomplish the foregoing proposed revisions to the City's zoning ordinances as they relate to the use of the term "massage parlor" and "massage establishment."

ALTERNATIVES

1. Adopt the proposed Ordinance No. 908, which amends the Municipal Code's provisions related to massage therapists and massage establishments by repealing Chapter 11.06 in its entirety and adding Chapters 11.95 and 11.96, which will take effect thirty days following the second reading of the Ordinance. *This alternative is recommended by the Interim-City Attorney.*
3. Do not adopt the proposed Ordinance No. 908 or Ordinance No. 909. *The Interim-City Attorney does not recommend this alternative as the City's codified regulations concerning massage therapists and massage establishment conflict*

with State laws.

FISCAL IMPACT

This item would have no fiscal impact.

PREPARATION OF STAFF REPORT

Prepared By:
Steven B. Quintanilla
City Attorney

Concurred By:
Allen D. Brock, CBO
Community Development Director

Concurred By:
Joel Ontiveros
Police Chief

CITY COUNCIL GOALS

Public Safety. Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.

Positive Environment. Create a positive environment for the development of Moreno Valley's future.

Community Image, Neighborhood Pride and Cleanliness. Promote a sense of community pride and foster an excellent image about our City by developing and executing programs which will result in quality development, enhanced neighborhood preservation efforts, including home rehabilitation and neighborhood restoration.

ATTACHMENTS

- 1. Ordinance No. 908

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	
City Attorney Approval	<u>✓ Approved</u>	11/03/15 3:22 PM
City Manager Approval	<u>✓ Approved</u>	11/11/15 2:08 PM

ORDINANCE NO. 908**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY REVISING TITLE 11 (PEACE, MORALS AND SAFETY) OF THE MORENO VALLEY MUNICIPAL CODE BY REPEALING CHAPTER 11.06 IN ITS ENTIRETY, AND ADDING CHAPTERS 11.95 AND 11.96 IN RESPONSE TO NEW STATE LAWS**

WHEREAS, in September 2014, Assembly Bill 1147 ("AB 1147") was signed into law, which permits the City to regulate massage businesses through the exercise of its regulatory and land-use authority; and

WHEREAS, prior to enactment of AB 1147, state law pre-empted the City's ability to regulate massage therapists or massage businesses by prohibiting the City from imposing any ordinance, regulation, rule, requirement, restriction, or land use regulation on certified therapists and businesses who employ only certified massage therapists unless those regulations were also applied uniformly to other businesses that provide professional services, leaving the City without the ability to regulate certified therapists who engage in illegal activities, such as prostitution, or certified-only massage establishments that allow illicit activities; and

WHEREAS, as a result of AB 1147 titled the "Massage Therapy Act" (the "Act") and codified at Business and Professions Code §§460 and 4600-4621 and Government Code §51034, the City may now regulate the business of providing massage through land use and business licensing requirements; and

WHEREAS, repeal of Chapter 11.06 (Massage) of Title 11 of the City's Municipal Code is necessary as that Chapter contains regulations that conflict with state law; and

WHEREAS, adding Chapter 11.95 (Massage Therapists) is necessary in order to require independent massage therapists to obtain business licenses and to delineate the requirements for a massage therapist business license and the grounds for denial of such license; and

WHEREAS, adding Chapter 11.96 (Spa Facilities) is necessary in order to require owners of spa facilities (i.e., massage establishments) to obtain a business license, to impose reasonable health and safety regulations on such facilities, and to delineate the requirements for a massage establishment business license and the grounds for denial of such license; and

WHEREAS, the City Council has determined that the adoption of this Ordinance is in the best interests of the City.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY DOES ORDAIN AS FOLLOWS:

SECTION 1. RECITALS

That the above recitals are true and correct and are incorporated as though fully set forth herein.

SECTION 2. CHAPTER 11.06 MASSAGE IS HEREBY REPEALED IN ITS ENTIRETY

That Chapter 11.06 of the Moreno Valley Municipal Code, as set forth in Exhibit A, is hereby repealed in its entirety.

SECTION 3. AMENDMENT OF TITLE 11 PEACE, MORALS AND SAFETY OF THE MORENO VALLEY MUNICIPAL CODE ADDING CHAPTER 11.95 MASSAGE THERAPISTS

That Title 11 Peace, Morals and Safety of the Moreno Valley Municipal Code is hereby amended by adding Chapter 11.95 Massage Therapists, as follows:

Chapter 11.95

Massage Therapists

11.95.010 Business license required.

A. Massage therapist business license. Any person engaged in the business of massage as defined in the Massage Therapy Act, commencing with Section 4600 of Division 2 of the California Business and Professions Code (the "Act") and licensed or certified by the state pursuant to the provisions of the Act, if they are sole providers as defined in Section 4601 of the Act or working as an independent contractor, shall obtain a business license pursuant to this chapter prior to providing any massage services within the city.

B. Bona fide employees. Notwithstanding the foregoing, if a massage therapist provides their services solely through an employer licensed pursuant to Chapter 11.96, then no business license shall be required of the massage therapist.

11.95.020 Business license application.

A. A massage therapist applicant shall, in addition to providing the information required for the business license application, provide the following:

1. The age of applicant;
2. Proof that applicant is certified or licensed by the state pursuant to the Massage Therapy Act; and

3. A certified statement under penalty of perjury that the applicant has not been convicted of any of the offenses that are grounds for denial of the subject business license application, as set forth in this chapter.

11.95.030 Grounds for denial.

A. Criminal convictions. A business license application under this chapter shall be denied upon:

1. Proof that the applicant has been convicted of a violation of Section 266i, 315, 316, 318, or subdivision (b) of Section 647 of the Penal Code or proof that the applicant has been convicted in any other state of any offense which, if committed or attempted in this state, would have been punishable as one or more of the above-mentioned offenses of the aforementioned Penal Code sections; or

2. Proof that the applicant has been convicted of any felony offense involving the sale of a controlled substance specified in Section 11054, 11055, 11056, 11057, or 11058 of the Health and Safety Code or proof that the applicant has been convicted in any other state of any offense which, if committed or attempted in this state, would have been punishable as one or more of the above-mentioned offenses of the aforementioned Health & Safety Code sections.

B. Sex offender registration. A business license application under this chapter shall be denied upon proof that the applicant is required to register under the provisions of Section 290 of the Penal Code.

C. Incomplete application. A business license application under this chapter shall be denied upon a showing by the city that the applicant has not submitted a complete business license application and all the additional information required of an applicant for a business license.

D. False information. A business license application under this chapter shall be denied upon a showing by the city that the applicant has submitted false information in the business license application or in the additional information required by this chapter.

11.95.040 Violations.

A. Public Nuisance. Any violation of the provisions of this chapter is unlawful and a public nuisance.

B. Misdemeanor. Any violation of the provisions of this chapter shall constitute a misdemeanor violation and upon conviction thereof any violation shall be punishable by a fine not to exceed one thousand dollars (\$1,000.00), or by imprisonment in the county jail for a period of not more than six months, or by both such fine and imprisonment.

Each day a violation is committed or permitted to continue shall constitute a separate offense.

C. Administrative Citation. In lieu of issuing a misdemeanor citation, the city may issue an administrative citation, and/or assess an administrative fine pursuant to the procedures set forth in Title 1 of the Moreno Valley Municipal Code.

D. Additional Remedies. The remedies provided herein are not to be construed as exclusive remedies and, in the event of violation, the city may pursue any proceedings or remedies otherwise provided by law.

SECTION 4. AMENDMENT OF TITLE 11 PEACE, MORALS AND SAFETY OF THE MORENO VALLEY MUNICIPAL CODE ADDING CHAPTER 11.96 SPA FACILITIES

That Title 11 Peace, Morals and Safety of the Moreno Valley Municipal Code is hereby amended by adding Chapter 11.96 Spa Facilities, as follows:

Chapter 11.96

SPA FACILITIES

11.96.010 Business license required.

A. Spa facility business license. The owner or owners of a spa facility business, which means a “massage establishment” or “establishment” as defined by the Massage Therapy Act, commencing with Section 4600 of Division 2 of the California Business and Professions Code (the “Act”), whether operated by a sole provider as defined in Section 4601 of the Act or through the use of employees and/or independent contractors shall be required to obtain a business license pursuant to this chapter prior to operating a spa facility within the city.

B. Supplemental business license. A supplemental business license shall be required for all spa facilities operating in existing hotels.

11.96.020 Business license application.

An applicant who intends to operate a spa facility shall, in addition to providing the information required for a business license application, provide the following:

1. The name of applicant and all applicant’s current and prospective employees and independent contractors who will be providing massage services;
2. The business name, proposed business address of the spa facility and its telephone number;

3. Proof that all applicant's employees are certified or licensed by the state pursuant to the Massage Therapy Act, commencing with Section 4600 of Division 2 of the California Business and Professions Code;
4. The proposed hours of operation of the applicant's business;
5. Whether any food or beverages will be served at applicant's business;
6. Whether any non-massage business activities will be conducted on the premises of applicant's business; and
7. A certified statement under penalty of perjury that the applicant and none of the applicant's current or prospective employees, independent contractors and/or operators have been convicted of any of the offenses that are grounds for denial of the subject business license application.

11.96.030 Business license expiration.

A business license issued under this chapter shall expire on December 31st of the calendar year for which it was issued, but may be renewed for the subsequent year upon the submittal and approval of a business license renewal application for the subsequent calendar year through December 31st of that year.

11.96.040 Definitions.

All words, terms and phrases used or referenced herein that are defined in the Massage Therapy Act shall have the same meanings ascribed to them in the Act.

11.96.050 Grounds for denial.

A. Criminal convictions. A business license application under this chapter shall be denied by the city upon:

1. Proof that the applicant or any of its employees, independent contractors or operators have been convicted of a violation of Section 266i, 315, 316, 318, or subdivision (b) of Section 647 of the Penal Code or proof that the same have been convicted in any other state of any offense which, if committed or attempted in this state, would have been punishable as one or more of the above-mentioned offenses of the aforementioned Penal Code sections; or
2. Proof that the applicant or any of its employees, independent contractors or operators have been convicted of any felony offense involving the sale of a controlled substance specified in Section 11054, 11055, 11056, 11057, or 11058 of the Health and Safety Code or proof that the same have been convicted in any other state of any offense which, if committed or attempted in this state, would have been punishable as

one or more of the above-mentioned offenses of the aforementioned Health & Safety Code sections.

B. Sex offender registration. A business license application under this chapter shall be denied upon a showing by the city upon proof that the applicant or any of its employees, independent contractors or operators are required to register under the provisions of Section 290 of the Penal Code.

C. Incomplete application. A business license application under this chapter shall be denied upon a showing by the city that the applicant has not submitted a complete business license application and all the additional information required by this chapter.

D. False information. A business license application under this chapter shall be denied upon a showing by the city that the applicant submitted false information in the business license application or in the additional information required of business license applicants as required by this chapter.

E. Non-permitted use. A business license application under this chapter shall be denied upon a showing by the city that the proposed massage activities set forth in the applicant's business license application are not permitted under Title 9 of the Moreno Valley Municipal Code.

11.96.060 CAMTC certification required.

It shall be unlawful for a spa facility to provide massage for compensation unless all individuals employed by the spa facility to perform massage, whether as an employee, independent contractor, or sole provider, are CAMTC-certified massage professionals.

11.96.070 Hours of operation.

A spa facility may operate only between the hours of 6:00 a.m. to 9:00 p.m.

11.96.080 Alcohol prohibited.

No spa facility shall provide or offer any alcoholic beverage to a patron during the course of providing or offering to provide any massage therapy service.

11.96.090 Disinfecting of Instruments.

All spa facilities shall maintain adequate equipment for disinfecting and sterilizing nondisposable instruments and materials used in administering massages. Such nondisposable instruments and materials shall be disinfected after use on each patron.

11.96.100 Facility maintenance.

All spa facilities shall maintain walls, ceilings, floors, pools, showers, bathtubs, water basins, toilets, wet and dry heat rooms, steam or vapor rooms and cabinets and all other facilities in good repair and in a clean and sanitary condition. Showers, water basins, toilets, wet and dry heat rooms, steam or vapor rooms, and cabinets and compartments shall be thoroughly cleaned at least once each day the spa facility is in operation. Bathtubs shall be thoroughly cleaned after each use.

11.96.110 Towels, sheets and linens.

All spa facilities shall provide clean and sanitary towels, sheets and linens for each patron. No common usage of towels, sheets and linens shall be permitted. Towels, sheets and linens shall be provided in sufficient quantity and shall not be used by more than one person unless such towels, sheets and linens have been re-laundered. Heavy white paper may be substituted for sheets; provided, however, that such paper is used only for one person and then discarded into a sanitary receptacle. Separate closed cabinets or containers shall be provided for the storage of clean and soiled towels, sheets and linens, and such cabinets or containers shall be plainly marked: clean linen and soiled linen. In addition, cover pads used on massage tables shall be made of durable, washable plastic or other waterproof material.

11.96.120 List of services display.

All spa facilities shall post a list of services available, described in readily understandable language, and the cost of such services in a conspicuous place on the premises.

11.96.130 Inspections.

The police or the code compliance division shall from time to time make inspection of each spa facility for the purposes of determining that the provisions of this chapter are fully complied with. It is unlawful for any applicant under this chapter to fail to allow such inspection officer access to the premises or hinder such officer in any manner.

11.96.140 Notifications.

A spa facility shall immediately report to the business license department any of the following:

1. Arrest of any employees or owners of the spa facility for an offense other than a misdemeanor traffic offense;
2. Resignations, terminations, or transfers of massage professionals employed by the spa facility; and

3. The occurrence of any event involving the spa facility or the massage professionals employed therein that constitutes a violation of this Chapter, Chapter 11.95 or any state or federal law.

11.96.150 Violations.

A. Public Nuisance. Any violation of the provisions of this chapter is unlawful and a public nuisance.

B. Misdemeanor. Any violation of the provisions of this chapter shall constitute a misdemeanor violation and upon conviction thereof any violation shall be punishable by a fine not to exceed one thousand dollars (\$1,000.00), or by imprisonment in the county jail for a period of not more than six months, or by both such fine and imprisonment. Each day a violation is committed or permitted to continue shall constitute a separate offense.

C. Administrative Citation. In lieu of issuing a misdemeanor citation, the city may issue an administrative citation, and/or assess an administrative fine pursuant to the procedures set forth in Title 1 of the Moreno Valley Municipal Code.

D. Additional Remedies. The remedies provided herein are not to be construed as exclusive remedies and, in the event of violation, the city may pursue any proceedings or remedies otherwise provided by law.

SECTION 5. CEQA FINDING

That the City Council hereby finds that this ordinance is exempt from the requirements of CEQA pursuant to Title 14 of the California Code of Regulations Section 15061(b)(3) because the proposed business license scheme and operational regulations set forth herein would not have the potential for causing a significant effect on the environment. The City Council, therefore, directs that a Notice of Exemption be filed with the County Clerk of the County of Riverside in accordance with CEQA Guidelines.

SECTION 6. SEVERABILITY

That the City Council declares that, should any provision, section, paragraph, sentence or word of this ordinance be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences or words of this ordinance as hereby adopted shall remain in full force and effect.

SECTION 7. REPEAL OF CONFLICTING PROVISIONS

That all the provisions of the Municipal Code as heretofore adopted by the City of Moreno Valley that are in conflict with the provisions of this ordinance are hereby repealed.

SECTION 8. EFFECTIVE DATE

That this ordinance shall take effect thirty (30) days after its second reading.

SECTION 9. CERTIFICATION

That the City Clerk shall certify to the adoption of this ordinance and cause the same to be published according to law.

APPROVED AND ADOPTED this 24th day of November, 2015.

ATTEST:

Mayor

City Clerk

APPROVED AS TO FORM:

City Attorney

Attachment: Ordinance No. 908 [Revision 1] (1764 : AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY REVISING

ORDINANCE JURAT

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.
CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Ordinance No. 908 had its first reading on November 24, 2015 and had its second reading on December 15, 2015 and was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 15th day of December, 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

Attachment: Ordinance No. 908 [Revision 1] (1764 : AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY REVISING

Exhibit A

REPEALED

CHAPTER 11.06 (MASSAGE)

Pursuant to the attached Ordinance, Chapter 11.06 of the Moreno Valley Municipal Code is hereby repealed in its entirety.

~~11.06.010 Findings and purpose.~~

~~—The city council finds and declares as follows:~~

~~—A. The permit requirements and restrictions imposed by this chapter are reasonably necessary to protect the health, safety and welfare of the citizens of the city of Moreno Valley.~~

~~—B. The city of Moreno Valley is authorized, by virtue of the State Constitution and Section 51030 of the California Government Code, to regulate massage establishments and off-premises massage services by imposing reasonable standards relative to the skill and experience of massage operators and massage technicians and reasonable conditions on the operation of a massage establishment or off-premises massage service.~~

~~—C. There is risk of injury to massage clients by improperly trained and/or educated massage technicians and this chapter provides reasonable safeguards against injury and economic loss.~~

~~—D. There is opportunity for acts of prostitution and other unlawful sexual activity to occur in massage establishments and at off-premises massage locations. Courts have long recognized massage as a pervasively regulated activity and that massage establishments are often brothels in disguise. The establishment of reasonable standards for issuance of licenses and restrictions on operations would serve to reduce the risk of illegal activity.~~

~~—E. The restrictions and requirements contained in this chapter reduce the burdens on the police department and permit the deployment of police personnel in such a manner that more serious crime may be prevented and more serious laws enforced.~~

~~—F. The regulations and restrictions contained in this chapter tend to discourage massage establishments from degenerating into houses of prostitution and the means utilized in this chapter bear a reasonable and rational relationship to the goals sought to be achieved. (Ord. 552 § 1.2, 1999)~~

~~11.06.020 Definitions.~~

~~—For the purposes of this chapter, the following words, items and phrases shall have the meaning given herein:~~

~~—“Chief of police” means the police chief of the city of Moreno Valley or his or her designee.~~

~~—“City” means the city of Moreno Valley, California.~~

~~—“City council” means the city council of the city of Moreno Valley.~~

~~—“City manager” means the city manager of the city of Moreno Valley or his or her designee.~~

~~—“Convicted” or “conviction” means a plea or verdict of guilty, or a conviction following a plea of nolo contendere.~~

~~—“Employee” means any and all persons employed by the massage establishment or off-premises massage service who may render any service at, to, for, or in behalf of the massage establishment or off-premises massage service. “Employee” shall include independent contractors who provide massage services at, to, for, or in behalf of a massage establishment or off-premises massage service.~~

~~—“Health department” means the county of Riverside health services agency, department of public health.~~

~~—“License” means the license required by the provisions of this chapter to operate a massage establishment or off-premises massage service, and/or to engage in the administration of massage as a massage technician.~~

~~—“Manager” means any person authorized by a massage operator to act as a manager of a massage establishment or off-premises massage service at all times the massage establishment or off-premises massage service is open for business.~~

~~—“Massage” means any method of treating the external parts of the body for health, hygiene, relaxation, or any other reason or purpose, by pressure on, friction against, stroking, kneading, tapping, pounding, vibrating, rubbing, or any other manner of touching the external parts of the body by manual or mechanical means, with or without the aid of mechanical or electrical apparatus or appliances such as vibrators, infrared heat, sun lamps, external baths, or other similar apparatus or appliances commonly used in the practice of massage, with or without supplementary aids such as rubbing alcohol, liniment, antiseptic, oil, powders, creams, ointment, or other similar preparations commonly used in the practice of massage. The definition of massage also includes the practice of acupressure.~~

~~—“Massage establishment” means and includes any business conducted at a fixed location within the city where any person, firm, association, partnership, corporation or any other entity engages in, conducts, carries on or permits to be engaged in, conducted or carried on, the administration of massage, as defined in this chapter, of the human body for consideration of any kind. “Massage establishment” shall not include within its meaning the classes of individuals or businesses set forth in Section 11.06.050 while engaged in the performance of their duties.~~

~~—“Massage technician” means any person who practices or administers in the art of body massage, either by hands or with a mechanical or vibrating apparatus or appliance for the purpose of body massaging, reducing or contouring, or the use of oil rubs, heat lamps, hot and cold packs, tub, shower or cabinet baths, and who has made a study of the underlying principles of anatomy and physiology as generally included in a regular course of study by a recognized and approved school of massage. Massage technicians shall not diagnose or treat classified diseases, nor practice spinal or other joint manipulations, nor prescribe medicines or drugs. “Massage technician” includes the terms “massage therapist,” “massage practitioner,” “acupressurist” and “acupressure technician” within its definition.~~

~~—“Off-premises massage service” means and includes the practice of massage at any location within the city other than a massage establishment where any person, firm, association, partnership, corporation or any other entity engages in, conducts, operates or carries on, or~~

permits to be engaged in, conducted, operated or carried on, the administration of massage, as defined in this chapter, of the human body for consideration of any kind.

~~“Operator” or “massage operator” means any person, firm, association partnership, corporation or any other entity who has an ownership interest in a massage establishment or off-premises massage service and/or who manages or is responsible for the day to day operations of such business.~~

~~“Person” means any individual, association, partnership, joint venture corporation or any other legal entity.~~

~~“Practice of massage” means the performance of massage for compensation either at or away from the place of business.~~

~~“Recognized school” means a state of California approved private post-secondary educational institution as defined in Education Code Section 94302 which has for its purpose the teaching of the theory, method, profession, ethics, anatomical and physiological knowledge, and practice of a massage technician, and which school requires a resident course of study of the minimum standards prescribed by the state for graduation from such school or institution of learning showing the successful completion of such course of study. Schools offering a correspondence course not requiring actual attendance shall not be deemed a recognized school. (Ord. 552 § 1.2, 1999)~~

11.06.030 ~~Massage operator and/or massage technician license required.~~

~~A. No person shall engage in, conduct, operate or carry on, or permit to be engaged in, conducted, operated or carried on, in or upon any premises within the city a massage establishment, off-premises massage service, or the function of a massage technician without first obtaining and maintaining in effect a massage operator and/or massage technician license as required by this chapter.~~

~~B. No license shall be issued to any person who is not at least eighteen (18) years of age. (Ord. 552 § 1.2, 1999)~~

11.06.040 ~~Business license and home occupation permit required.~~

~~A. A massage establishment and off-premises massage service shall obtain and maintain a business license and pay the required business license fee for such business and occupation.~~

~~B. A massage technician that is an independent contractor shall obtain and maintain a business license and pay the required business license fee for such business and occupation.~~

~~C. In addition to a business license, any off-premises massage service that is operated as a home occupation shall obtain and maintain a home occupation permit as required by Section 9.02.130 of this code, as amended from time to time, and pay the required home occupation permit fee for such home occupation. No massage establishment may operate as a home occupation. (Ord. 552 § 1.2, 1999)~~

11.06.050 ~~Massage operator and/or massage technician license not required.~~

~~—The provisions of this chapter shall not apply to the following classes of individuals or businesses while engaged in the performance of their duties:~~

~~—A. Physicians, surgeons, chiropractors, osteopaths, nurses or any physical therapists who are duly licensed to practice their respective professions in the state of California, and persons working directly under the supervision of such licensed persons. “Working directly under the supervision” means that the person is an employee or independent contractor of the licensed person, is working at the same location as the licensed person, his or her work is checked and monitored by the licensed person, and the licensed person is physically on the premises where the massage services are being provided.~~

~~—B. Barbers, beauticians and cosmetologists who are duly licensed under the laws of the state of California while engaging in practices within the scope of their licenses, except that this provision applies solely to the massaging of the neck, face and/or scalp of customers.~~

~~—C. Hospitals, nursing homes, sanitariums or any other health care facility duly licensed by the state of California.~~

~~—D. Accredited high schools, junior colleges, colleges or universities whose coaches and trainers are acting within the scope of their employment.~~

~~—E. Trainers of amateur, semiprofessional or professional athletes or athletic teams while engaging in their training responsibilities for and with athletes; and trainers working in conjunction with a specific athletic event such as an outdoor road or bike race. (Ord. 552 § 1.2, 1999)~~

11.06.060 ~~Fees.~~

~~—A. The city council shall establish by resolution, from time to time amended, the fees for the administration of this chapter. The city shall include in this resolution a health services fee schedule prescribing annual fees to be paid by the operator of a massage establishment or off-premises massage service, such fees to be paid directly to the health department and retained by the health department as reimbursement for services related to this chapter.~~

~~—B. Licenses and fees required under this chapter shall be in addition to any other license, permit or fee required under any other chapter of the Moreno Valley Municipal Code, or under any other local, county, state or federal law. (Ord. 552 § 1.2, 1999)~~

11.06.070 ~~Massage operator license application contents.~~

~~—A. Any person desiring to obtain a license to operate a massage establishment or off-premises massage service shall apply to the chief of police. Such application shall be on forms provided by the chief of police, and shall be accompanied by a nonrefundable application fee in such amounts as may be established from time to time by resolution of the city council. The application shall be signed by the applicant under penalty of perjury that the information provided is true and correct. Those who are permitted to sign the application include the~~

applicant, if an individual; at least one general partner, if a partnership; at least one officer or director, if a corporation; or at least one participant, if a joint venture or association. The chief of police shall not be required to act upon any application until such time as a completed application signed under penalty of perjury and the required application fee are submitted. Each applicant for a massage operator license shall submit all of the following information:

- 1. The full and true name under which the business will be conducted;
- 2. The present or proposed address where or out of which the business is to be conducted or operated;
- 3. The following personal information concerning the applicant (as used in this subsection, the word “applicant” shall include not only the individual applicant signing on his or her own behalf, but also any other person authorized by this chapter to sign the application on behalf of the applicant):
 - a. The full and complete name of the applicant, including all aliases, nicknames, and any other name by which the applicant has been known,
 - b. The applicant’s current complete residence address and telephone number, including all residential addresses of the applicant for the eight years immediately preceding the date of the application,
 - c. The applicant’s California drivers license number or California identification card number,
 - d. The applicant’s social security number, unless otherwise prohibited by law,
 - e. The applicant’s gender, height, weight, hair color and eye color,
 - f. Two front faced color portrait photographs of the applicant at least two inches by two inches,
 - g. A complete set of fingerprints taken by the police department,
 - h. All criminal convictions, including pleas of nolo contendere, within the ten (10) years immediately preceding the application date, including those convictions dismissed or expunged pursuant to Penal Code Section 1203.4, but excluding minor traffic violations. Any traffic offense that is designated as a felony shall not be construed as a minor traffic offense. All injunctions for nuisances under Penal Code Section 1225 or similar laws shall also be listed. Each criminal conviction shall be listed by date and place of conviction, the nature of the offense committed, and the sentence therefor,
 - i. The complete massage operator and/or massage technician permit or license history of the applicant; whether such person has ever held any permit or license issued by any agency, board, city, county, territory, state or any other governmental or regulatory entity; the date of issuance of such permit or license; and whether the permit or license was denied, revoked or suspended and the reason therefor,
 - j. The complete business, occupation, and employment history of the applicant, including business addresses and telephone numbers, for the ten (10) years immediately preceding the date of the application, including but not limited to, the massage or similar business history and experience of the applicant,
 - k. Acceptable written proof that the applicant is at least eighteen (18) years of age;

- ~~—4. A complete list and definition of all massage and other services to be provided at the massage establishment, or through the off-premises massage service;~~
- ~~—5. A complete and current list of each massage technician or employee who is or will be providing massage services or otherwise employed at the massage establishment or off-premises massage service, including their name, current residence address, and current residence telephone number. A complete and current list of the managers or managing employees who are or will be principally in charge of and responsible for the operation of the massage establishment or off-premises massage service, including their name, current residence address, and current residence telephone number;~~
- ~~—6. 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 of each of its current officers, directors, and each stockholder holding more than five percent of that corporation;~~
- ~~—7. If the applicant is a partnership, the application shall set forth the names and residence address of each of the partners, including limited partners. If the applicant is a limited partnership, it shall furnish a copy of its certificate of limited partnership as filed with the county clerk. If one or more of the partners is a corporation, the provisions of this subsection pertaining to corporate applicants shall apply to the corporate partner;~~
- ~~—8. The applicant, if a corporation or partnership, shall designate one of its officers or general partners to act as its responsible managing officer/employee. Such person shall complete and sign all application forms required of an applicant under this chapter. The corporation's or partnership's responsible managing officer/employee must, at all times, meet all of the requirements of an applicant as set forth by this chapter, or the corporation or partnership license shall be suspended until a responsible managing officer/employee who meets such requirements is designated. If no such person is found within ninety (90) days of the date the application is filed, or the managing officer/employee no longer meets such requirements, whichever is later, the corporation or partnership application is deemed withdrawn and/or the license is deemed revoked and a new application for license must be filed;~~
- ~~—9. A description of any other business to be operated on the same premises, or on adjoining premises, that is owned, operated, controlled or managed by the applicant;~~
- ~~—10. The name and address of the owner and lessor of the real property upon, in or out of which the business 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 or off-premises massage service will be located on his or her property;~~
- ~~—11. Proof of massage practice professional liability insurance as required by this chapter;~~
- ~~—12. A certificate of compliance from the community economic development department director which certifies that the premises of the massage establishment and/or off-premises massage service meets all applicable codes and regulations must be submitted prior to application approval. Any required inspection fees shall be the responsibility of the applicant and are separate and not included within the application fee;~~
- ~~—13. A valid one year massage operator certificate obtained from the health department;~~

~~—14. Such other information and identification as the chief of police may require in order to discover the truth of the matters herein specified and as required to be set forth in the application.~~

~~—B. The applicant shall authorize the chief of police, the police department, the city, and their agents and employees, to seek information and to conduct an investigation into the truth of the statements set forth in the application and into the background of the applicant and the responsible managing officer/employee.~~

~~—C. The applicant shall submit in writing any change of address or fact that may occur during the process of applying for a massage operator license within fifteen (15) days of such occurrence.~~

~~—D. Each massage operator license issued pursuant to this chapter shall expire one year from the date of issuance. (Ord. 552 § 1.2, 1999)~~

11.06.080 Massage operator license issuance or denial.

~~—A. Upon receipt of a completed written application for a massage operator license, the chief of police shall have up to sixty (60) days to investigate the application and the background of the applicant. However, information made available to the chief of police after the sixty (60) day period indicating either failure of the applicant to meet the license requirements of this chapter, the omission of relevant information by the applicant or the inclusion of false or misleading information on the application may be used for purposes of suspension or revocation of, or denial of renewal of, any license granted.~~

~~—B. Upon the completion of the investigation, the chief of police shall grant the license, with or without conditions, if the chief of police finds all of the following:~~

~~—1. The required fee has been paid;~~

~~—2. The application conforms in all respects to the provisions of this chapter and to other applicable laws;~~

~~—3. The applicant has not made a misrepresentation of any fact contained in the application;~~

~~—4. The applicant; the corporate stockholders, officers and directors; the general partners of the partnership; and the managing responsible officer/employee, has/have not been convicted within ten (10) years preceding the date of the application of a violation of California Penal Code Sections 266h, 266l, 314, 315, 316, 318, subsections (a) or (b) of Penal Code Section 647, or any other provision of law pursuant to which a person is required to register under the provisions of Penal Code Section 290, or where the court accepted a guilty or nolo contendere plea to a charge of a violation of Penal Code Section 415 or any lesser included or lesser related offense in satisfaction of, or as a substitute for, any of the previously listed crimes; and has/have not been convicted within ten (10) years immediately preceding the date of the application of a violation of Health and Safety Code Section 11550 or any offense involving the illegal sale, distribution or possession of a controlled substance specified in Health and Safety Code Sections 11054, 11055, 11056, 11057 or 11058; and has/have not been subjected to a permanent injunction against the conducting or maintaining of a nuisance pursuant to Penal~~

~~Code Sections 11225 through and including 11235, or any similar provisions of law in a jurisdiction outside of the state of California, within ten (10) years immediately preceding the date of the application. Convictions under the laws of other states for similar offenses shall be considered for purposes of this chapter;~~

~~—5. Within five years preceding the date of the application, the applicant or managing responsible officer/employee has not had a massage operator, massage technician, or other similar permit or license revoked or suspended by the city, or any other governmental or regulatory entity; and has not engaged in or operated a massage or similar establishment, or off-premises massage service, in a manner that would be grounds for revocation of a massage operator and/or massage technician license under this chapter; and has not owned or managed a massage or similar establishment, or off-premises massage service, where persons required to be licensed were allowed to work without the required licenses;~~

~~—6. The applicant is at least eighteen (18) years of age;~~

~~—7. The license would comply with all applicable laws, including, but not limited to, health, zoning, fire and safety requirements and standards;~~

~~—8. The applicant has submitted a valid one year massage operator certificate obtained from the health department;~~

~~—9. The applicant has not engaged in conduct that would constitute a violation of any of the provisions of this chapter within the two years immediately preceding the date of the application.~~

~~—C. If, following investigation of the applicant, the chief of police fails to make the findings stated in this section, the chief of police shall deny the application by written and dated notice to the applicant setting forth the reason(s) for the denial; advising the applicant of his or her right to appeal the decision pursuant to Section 11.06.240 of this chapter within ten (10) days of the date of the written notice of the action taken by the chief of police; and that the decision of the chief of police shall be final unless a timely appeal is filed.~~

~~—D. Each massage operator license issued pursuant to this chapter shall expire one year from the date of issuance. (Ord. 552 § 1.2, 1999)~~

~~11.06.090 Massage establishment and off-premises massage service operating requirements.~~

~~—A. No license to operate a massage establishment or off-premises massage service, or renewal thereof, including the renewal of a license issued prior to the adoption of this chapter, shall be issued unless an inspection by the chief of police or an authorized employee of the police department reveals that all operators and managers are in full compliance with all of the following conditions, and any and all other conditions specified by the chief of police in approving an application for an operator license:~~

~~—1. Each person employed or acting as a massage technician shall have a valid massage technician license issued by the chief of police which shall be clearly displayed and visible on the massage technician while on the premises of the massage establishment, or while otherwise engaged in the practice of massage. It is unlawful for any owner, manager, operator or responsible managing officer/employee to employ or permit a person to act as a massage~~

~~technician who is not in possession of a current valid massage technician license issued pursuant to this chapter. Every operator and/or manager of a massage establishment or off-premises massage service shall report to the chief of police any change of massage technicians, whether by new or renewed employment, discharge or termination on the form and in the manner required by the chief of police. The report shall include the name, address, and telephone number of the massage technician and the date of hire or termination. The report shall be made within fifteen (15) days of the change in employment status.~~

~~—2. The possession of a valid massage operator license does not authorize the possessor or any other person to perform work for which a massage technician license is required. No massage establishment shall be open for business without having at least one massage technician holding a current valid massage technician license on-duty at all times when such massage establishment is open for business. No off-premises massage service shall provide massage services by anyone who does not hold a current valid massage technician license.~~

~~—3. Massage services shall be provided or given only between the hours of six a.m. and ten-thirty p.m. No massage establishment shall be open, and no customer shall be in the establishment, between ten-thirty p.m. and six a.m. No off-premises massage services shall be provided or given before six a.m. or after ten-thirty p.m.~~

~~—4. A list of services available and the cost of such services shall be posted in an open and conspicuous public place within the premises lobby, and shall be described in readily understandable English language. A written list of services available and the cost of such services shall be provided to each patron of an off-premises massage service prior to any massage services being provided and shall be described in readily understandable English language. No owner, manager, operator, responsible managing officer/employee or massage technician shall permit, allow, offer or perform any service other than those posted or listed as required by this chapter.~~

~~—5. The massage operator license and a copy of the license of each and every massage technician employed at the massage establishment, whether on-duty or not, shall be displayed in an open and conspicuous public place within the premises lobby. A copy of the massage operator license of every off-premises massage service shall be on the person of every licensed massage technician and shall be displayed upon demand.~~

~~—6. No person granted a massage operator license or massage technician license pursuant to this chapter shall use any name, or conduct business under any designation, not specified on the license.~~

~~—7. Except to the extent required, in writing, by a California licensed medical practitioner, no massage technician, or any other person, shall massage the genitals or anal area of any patron, or the breast(s) of any female patron, nor shall any operator or manager of a massage establishment or off-premises massage service allow or permit any such massage or touching. No massage operator, manager, massage technician, or any other person shall be present in any room with another person unless the person's genitals, gluteal crease, anus and, in the case of female patrons, the breasts are fully covered.~~

~~—8. All massage establishments licensed pursuant to this chapter shall have a manager on the premises at all times the massage establishment is open. All off-premises massage services~~

~~shall have a manager available by telephone at all times that massage services are being provided. The massage operator shall file a statement, in writing, with the chief of police, designating the person(s) with authority to act as a manager within fifteen (15) days of hire, rehire, appointment or reappointment. Every massage operator, massage establishment manager and off-premises massage service manager shall certify under penalty of perjury that the massage operator, and every manager listed in the statement, has read, understands and agrees to comply with the provisions of this chapter.~~

~~—9. An operator and/or on-duty manager of any massage establishment or off-premises massage service shall be personally responsible for the conduct of all employees and massage technicians while they are on the premises of the massage establishment and/or providing massage services. Any act or omission of any employee or massage technician constituting a violation of this chapter shall be deemed an act or omission of the operator and/or on-duty manager for purposes of determining whether the massage operator license shall be suspended, revoked, denied or renewed.~~

~~—10. Every massage establishment and off-premises massage service shall keep a written record of the date and hour of each service provided; the name of each patron, and the service received; and the name of the massage technician providing the service. Such records shall be open to inspection by city officials charged with enforcement of this chapter, including the police department and the city attorney; the operator and/or manager of a massage establishment or off-premises massage service shall not use these records for any purpose other than as records of services provided and may not provide such records to other parties. Such records shall be retained on the premises of the massage establishment and at the business office of the off-premises massage service for a period of two years.~~

~~—11. Massage establishments shall, at all times, be equipped with an adequate supply of clean sanitary towels, coverings and linens. Clean towels, coverings and linens shall be stored in enclosed cabinets. Towels, coverings and linens shall not be used on more than one patron, unless they have first been laundered and disinfected. Disposable towels and coverings shall not be used on more than one patron. Soiled linens and disposable products shall be deposited in separate receptacles approved by the city. Each massage establishment shall provide to all patrons clean, sanitary and nontransparent coverings capable of covering the genital area, gluteal crease, anal area and female breasts. Off-premises massage services shall, at all times, have available at the site where massage services are being provided an adequate supply of clean sanitary towels, coverings and linens. Towels, coverings and linens shall not be used on more than one patron, unless they have first been laundered and disinfected. Disposable towels and coverings shall not be used on more than one patron. Soiled linens and disposable products shall be removed from the location where massage services are provided by the massage technician and deposited in separate receptacles approved by the city. Each off-premises massage service shall provide to all patrons clean, sanitary and nontransparent coverings capable of covering the genital area, gluteal crease, anal area and female breasts.~~

~~—12. Wet and dry heat rooms, steam or vapor rooms or cabinets, toilet rooms, shower and bath rooms, tanning booths, whirlpool baths and pools shall be thoroughly cleaned and disinfected as needed, and at least once each day the premises are open, with a disinfectant approved by the health department. Bathtubs shall be thoroughly cleaned after each use with a~~

disinfectant approved by the health department. All walls, ceilings, floors, and other physical facilities of the establishment must be in good repair and maintained in a clean and sanitary condition.

~~—13. Instruments utilized in performing massage shall not be used on more than one patron unless they have been sterilized, using sterilization methods approved by the health department.~~

~~—14. All employees, including massage technicians, shall wear clean, nontransparent outer garments. Such garments shall not expose the wearer's genitals, pubic areas, buttocks, or breasts.~~

~~—15. A massage table with a pad or mat not exceeding three inches in thickness shall be used for massage in all massage establishments and by all off-premises massage services. No bed or mattress shall be used for massage services, or placed on the floor in a massage establishment.~~

~~—16. No person shall engage in, conduct, operate or carry on the business of a massage establishment or off-premises massage service unless there is on file with the chief of police, and in full force and effect at all times, a certificate of insurance issued by an insurance company authorized to do business in the state of California evidencing that the massage operator is insured under a massage practice professional liability insurance policy as required by this chapter. Such certificate of insurance shall be provided to the chief of police at the time of filing the application for issuance or renewal of a massage operator license.~~

~~—17. If male and female patrons are treated at the same time at the massage establishment, separate massage rooms shall be provided for male and female patrons.~~

~~—18. No person shall be allowed to live inside the massage establishment at any time. All living quarters shall be separate from the massage establishment. No food of any kind shall be prepared or sold at the massage establishment unless an appropriate food vending permit is first obtained.~~

~~—19. No person shall enter, be in or remain in any part of a massage establishment licensed under this chapter while in possession of, consuming, using or under the influence of any alcoholic beverage or controlled substance. The operator and/or manager shall be responsible to ensure that no such person shall enter or remain on the premises of the massage establishment. Service of alcoholic beverages shall not be permitted upon the premises of the massage establishment, or by any massage technician or employee of a massage establishment or off-premises massage service.~~

~~—20. No electrical, mechanical or other device shall be used by the operator, manager, employee, or massage technician of the massage establishment or off-premises massage service for audio and/or video recording or for monitoring the performance of a massage, or the conversation or other sounds in the massage rooms without the knowledge and written consent of the patron. No massage cubicle, booth, room or other massage area of a massage establishment may be fitted with a two-way mirror, audio recording equipment, video recording equipment, or any other recording, eavesdropping or monitoring devices or equipment.~~

~~—21. The operator and/or on-duty manager of the massage establishment and off-premises massage service shall keep a complete and current list of the names and residence addresses~~

~~of all managers, employees and massage technicians of the massage establishment or off-premises massage service. This list shall be kept on the premises of the massage establishment or at the business office of the off-premises massage service and shall be available for inspection by the city's building and safety officials, code compliance officers, fire department and police department, the health department, and any other official charged with enforcement of this chapter.~~

~~—22. All massage establishments shall comply with all state and federal laws and regulations for handicapped patrons.~~

~~—23. All interior, reception, hallway and front exterior doors (except separate office doors, and side or back exterior doors used solely for employee entrance and exit from the massage establishment) shall be unlocked during business hours, except as may be permitted by applicable law. No massage service may be provided within any cubicle, booth, room or other area within a massage establishment which is fitted with a lock of any kind (e.g., locking door knob, padlock, dead bolt, sliding bar or other locking device), unless the door is an exterior door permitted to be locked during business hours.~~

~~—24. The chief of police may require that the following notice be posted in the event that any operator, manager, employee, or massage technician of the massage establishment or any person who has been aided and abetted by any operator, manager, employee, or massage technician of the massage establishment has been found to have committed any of the offenses listed in Sections 11.06.080(B)(4), 11.06.090(A)(7) or (A)(20), 11.06.160(B)(4) or (B)(6), 11.06.170(A), (B), (C), (F) or (H), or 11.06.220 of this chapter, after full hearing by administrative proceeding or state court:~~

~~—NOTICE TO ALL PATRONS~~

~~—THIS MESSAGE ESTABLISHMENT AND THE MESSAGE ROOMS DO NOT PROVIDE COMPLETE PRIVACY AND ARE SUBJECT TO INSPECTION BY THE MORENO VALLEY POLICE DEPARTMENT WITHOUT PRIOR NOTICE.~~

~~—a. The notice set forth above shall be prepared and issued by the chief of police.~~

~~—b. The notice shall be conspicuously posted in a location within the massage establishment lobby that is easily visible to any person entering the massage establishment premises, and in each massage cubicle, booth, room or other massage area. The notice shall remain posted for twelve (12) months following the date it is first posted.~~

~~—c. The requirement for posting the notice described in this section is cumulative and in addition to any and all other remedies, violations, and penalties set forth in this chapter, or in other applicable state and federal law, or in the Moreno Valley Municipal Code. (Ord. 552 § 1.2, 1999)~~

11.06.100 Massage establishment facilities regulations.

~~—Every massage establishment shall maintain facilities that comply with all of the following requirements:~~

~~—A. A recognizable and legible sign shall be posted at the main entrance identifying the business as a massage establishment, which sign shall comply with the provisions of Title 9 of the Moreno Valley Municipal Code.~~

~~—B. Minimum lighting shall be provided in accordance with the Uniform Building Code and the National Electrical Code; and, in addition, at least one artificial light of not less than twenty-five (25) watts shall be provided in each room or enclosure where massage services are performed on patrons and shall conform to minimum standards set forth by the health department.~~

~~—C. Minimum ventilation shall be provided in accordance with the Uniform Building Code.~~

~~—D. Adequate equipment for disinfecting and sterilizing instruments used in providing massage services shall be provided.~~

~~—E. Closed cabinets shall be provided for the storage of clean linens.~~

~~—F. Adequate dressing, locker and toilet facilities shall be provided for patrons.~~

~~—G. A minimum of one wash basin for employees with hot and cold running water and soap or detergent shall be provided at all times. The basin shall be located within, or as close as practicable to, the area devoted to the performing of massage services. Sanitary towels shall also be provided at each basin.~~

~~—H. Pads used on massage tables shall be covered with material acceptable to the health department.~~

~~—I. Proof of compliance with all applicable provisions of the Moreno Valley Municipal Code shall be provided prior to the issuance of any license.~~

~~—J. Off-premises Massage Service. Any massage technician who provides massage at any hotel or motel, shall first notify the owner, manager or person in charge of the hotel or motel that such massage technician intends to provide massage to a person or persons registered at the hotel or motel and give such owner, manager or person in charge the name on his or her massage technician license. (Ord. 552 § 1.2, 1999)~~

11.06.110 Inspection by officials.

~~—Upon the issuance of a massage operator license and/or massage technician license, the operator, manager and/or massage technician consents to the inspection of the massage establishment by the city's building and safety officials, code compliance officers, fire department and police department and the health department, for the purpose of determining that the provisions of this chapter, and all other applicable laws or regulations, are being met, including, but not limited to, building and safety, fire, electrical, plumbing, and health and welfare. The operator, manager and/or massage technician further consents to the inspection of the occupied massage rooms by the police department for the purpose of determining that the provisions of this chapter, and all other applicable laws or regulations, are being met upon occurrence of any of the conditions of this chapter which would require a posting of a notice to all patrons. No more than two such routine inspections shall occur in a twelve (12) month period~~

~~unless violations are found or complaints are received. Criminal investigations may be conducted as directed by the chief of police. During an inspection, the police department may verify the identity of persons on the premises of the massage establishment, including managers, employees and massage technicians. All inspections of the massage establishment shall be conducted during business hours. An operator, manager and/or massage technician is in violation of this section if they refuse to permit a lawful inspection of the premises as set forth herein. (Ord. 552 § 1.2, 1999)~~

11.06.120 Licenses not assignable.

~~—No massage operator or massage technician license may be sold, transferred or assigned by the licensee, or by operation of law, to any other person or persons; any such sale, transfer or assignment, or attempted sale, transfer or assignment shall be deemed to constitute a voluntary surrender of such license and such license shall thereafter be deemed terminated and void; provided and excepting, however, that if the holder of a massage operator license is a partnership and one or more of the partners should die, one (1) or more of the surviving partners may acquire, by purchase or otherwise, the interest of the deceased partner or partners without effecting a surrender or termination of such massage operator license and in each case the massage operator licensee shall thereafter be deemed to belong to the surviving partner(s). If the massage operator license is issued to a corporation, stock may be sold, transferred, issued or assigned to stockholders who have been named on the application. If any stock is sold, transferred, issued or assigned to a person not listed on the application as a stockholder, the massage operator license shall be deemed terminated and void unless the new stockholders are identified within fifteen (15) days of transfer and they meet all requirements under this chapter for stockholders. (Ord. 552 § 1.2, 1999)~~

11.06.130 Change of location or name.

~~—A change of location of a massage establishment or off-premises massage service may be approved by the city; provided, all city ordinances and other regulations are complied with. No massage operator licensee shall engage in, conduct, operate or carry on any massage establishment or off-premises massage service under any name or other designation not specified on the issued license. Any application for an expansion of a building or other place of business of a massage establishment or off-premises massage service shall require compliance with this chapter and any other applicable laws or provisions of the Moreno Valley Municipal Code. No expansion of a nonconforming location shall be permitted. (Ord. 552 § 1.2, 1999)~~

11.06.140 Massage technician—License required.

~~—No person shall engage in the business of massage or act as a massage technician unless the person holds a current valid massage technician license issued by the chief of police. Each massage technician license holder shall be issued a photo identification badge that will also serve as a massage technician license. The license holder shall display the massage technician~~

license on his or her person at all times while on the premises of the massage establishment, or while otherwise engaged in the practice of massage. (Ord. 552 § 1.2, 1999)

11.06.150 ~~Massage technician license application contents.~~

~~—A. Any person desiring to obtain a massage technician license shall apply to the chief of police. Such application shall be on forms provided by the chief of police, and shall be accompanied by a nonrefundable application fee in such amounts as may be established from time to time by resolution of the city council. The application shall be signed by the applicant under penalty of perjury that the information provided is true and correct. The chief of police shall not be required to act upon any application until such time as a completed application signed under penalty of perjury and the required application fee are submitted. Each applicant for a massage technician license shall submit all of the following information:~~

- ~~—1. The full and complete name of the applicant, including all aliases and nicknames, and any other name by which the applicant has been known;~~
- ~~—2. The applicant's current complete residence address and telephone number, including all residential addresses of the applicant for the ten (10) years immediately preceding the date of the application;~~
- ~~—3. The applicant's California driver's license number or California identification card number;~~
- ~~—4. The applicant's social security number, unless otherwise prohibited by law;~~
- ~~—5. The applicant's gender, height, weight, hair color and eye color;~~
- ~~—6. Two front faced color portrait photographs of the applicant at least two inches by two inches;~~
- ~~—7. A complete set of fingerprints taken by the police department;~~
- ~~—8. All criminal convictions, including pleas of nolo contendere, within the ten (10) years immediately preceding the application date, including those convictions dismissed or expunged pursuant to Penal Code Section 1203.4, but excluding minor traffic violations. Any traffic offense that is designated as a felony shall not be construed as a minor traffic offense. All injunctions for nuisances under Penal Code Section 1225 or similar laws shall also be listed. Each criminal conviction shall be listed by date and place of conviction, the nature of the offense committed, and the sentence therefor;~~
- ~~—9. The complete massage operator and/or massage technician permit or license history of the applicant; whether such person has ever held any such permit or license issued by any agency, board, city, county, territory or state; the date of issuance of such permit or license; and whether such permit or license was denied, revoked or suspended, and the reason therefor;~~
- ~~—10. The complete business, occupation and employment history of the applicant, including business addresses and telephone numbers, for the eight years immediately preceding the date of the application, including but not limited to, the massage or similar business history and experience of the applicant;~~
- ~~—11. Acceptable written proof that the applicant is at least eighteen (18) years of age;~~

- ~~—12. Proof of massage practice professional liability insurance as required by this chapter;~~
- ~~—13. Such other information and identification as the chief of police may require in order to discover the truth of the matters herein specified and as required to be set forth in the application.~~
- ~~—B. The applicant shall authorize, in writing, the chief of police, or his or her authorized agent, employees of the police department, and the city and its agents and employees to seek information and to conduct an investigation into the truth of the statements set forth in the application and into the background of the applicant.~~
- ~~—C. The applicant must furnish either:~~
 - ~~—1. A diploma or certificate of graduation from a recognized school wherein the theory, method, profession, ethics, anatomical and physiological knowledge, and practice of massage is taught, as approved by the California state Department of Education, together with a certified transcript of the applicant's school records showing completion of a course of at least five hundred (500) hours; or~~
 - ~~—2. A diploma or certificate of graduation from an existing school or institution of learning outside the state of California, together with a certified transcript of the applicant's school records showing completion of at least five hundred (500) hours wherein the theory, method, profession, ethics, anatomical and physiological knowledge, and practice of massage is taught, and a copy of the school's approval by its state Department of Education.~~
- ~~—D. The applicant must furnish a valid one year massage technician certificate obtained from the health department.~~
- ~~—E. The applicant must furnish any other certificates and/or permits required by city, county, state and federal laws or regulations.~~
- ~~—F. The applicant must provide the massage establishment's or off-premises massage service's full name, address, and telephone number if the massage technician will be employed at an existing massage business. In the event the applicant seeks to commence a new massage business, an additional massage operator license application must be submitted.~~
- ~~—G. The applicant must furnish a certificate from a medical doctor licensed to practice in the state of California stating that the applicant has, within thirty (30) days immediately preceding the date of the application, been examined and found to be free of any contagious or communicable disease. Pursuant to Health and Safety Code Section 120975, and unless otherwise required by state or federal law, nothing in this chapter shall require testing or disclosure as to whether an applicant is infected with the human immunodeficiency virus (HIV). (Ord. 552 § 1.2, 1999)~~

~~11.06.160 Massage technician license issuance or denial.~~

- ~~—A. Upon receipt of a completed written application for a massage technician license, the chief of police shall have up to sixty (60) days to investigate the application and the background of the applicant.~~

~~—B. Upon the completion of the investigation, the chief of police shall grant the license, with or without conditions, if the chief of police finds all of the following:~~

- ~~—1. The required fee has been paid;~~
- ~~—2. The application conforms in all respects to the provisions of this chapter and to other applicable laws;~~
- ~~—3. The applicant has not made a misrepresentation of any fact contained in the application;~~
- ~~—4. The applicant has not been convicted within ten (10) years preceding the date of the application of a violation of California Penal Code Sections 266h, 266l, 314, 315, 316, 318, subsections (a) or (b) of Penal Code Section 647, or any other provision of law pursuant to which a person is required to register under the provisions of Penal Code Section 290, or where the court accepted a guilty or nolo contendere plea to a charge of a violation of Penal Code Section 415 or any lesser included or lesser related offense in satisfaction of, or as a substitute for, any of the previously listed crimes; and has not been convicted within ten (10) years immediately preceding the date of the application of a violation of Health and Safety Code Section 11550 or any offense involving the illegal sale, distribution, or possession of a controlled substance specified in Health and Safety Code Sections 11054, 11055, 11056, 11057 or 11058; and has not been subjected to a permanent injunction against the conducting or maintaining of a nuisance pursuant to Penal Code Sections 11225 through and including 11235, or any similar provisions of law in a jurisdiction outside of the state of California, within ten (10) years immediately preceding the date of the application. Convictions under the laws of other states for similar offenses shall be considered for purposes of this chapter;~~
- ~~—5. Within five years preceding the date of the application, the applicant has not had a massage operator, massage technician, or other similar permit or license revoked or suspended by the city, or any other state or local agency; and has not engaged in or operated a massage or similar establishment, or off-premises massage service, in a manner that would be grounds for revocation of a massage operator and/or massage technician license under this chapter; and has not owned or managed a massage or similar establishment, or off-premises massage service, where persons required to be licensed were allowed to work without the required licenses;~~
- ~~—6. The applicant has not been convicted of an act involving dishonesty, fraud, deceit, moral turpitude or an act of violence, which act or acts are substantially related to the qualifications, functions, or duties of a massage technician;~~
- ~~—7. Within five years immediately preceding the date of the application, the applicant has not engaged in conduct which would constitute a violation of any of the provisions of this chapter;~~
- ~~—8. The applicant is at least eighteen (18) years of age;~~
- ~~—9. The applicant has furnished either:~~
 - ~~—a. A diploma or certificate of graduation from a recognized school wherein the theory, method, profession, ethics, anatomical and physiological knowledge, and practice of massage is taught, as approved by the California State Department of Education, together with a certified transcript of the applicant's school records showing completion of a course of at least five hundred (500) hours, or~~

~~— b. A diploma or certificate of graduation from an existing school or institution of learning outside the state of California, together with a certified transcript of the applicant's school records showing completion of at least five hundred (500) hours wherein the theory, method, profession, ethics, anatomical and physiological knowledge, and practice of massage is taught, and a copy of the school's approval by its state Department of Education;~~

~~— 10. The applicant has submitted a valid one year massage technician certificate obtained from the health department;~~

~~— C. If, following investigation of the applicant, the chief of police cannot reasonably make the findings required in this section, the chief of police shall deny the application by written and dated notice to the applicant setting forth the reason(s) for the denial; advising the applicant of his or her right to appeal the decision pursuant to Section 11.06.240 of this chapter within fifteen (15) days of the date of the written notice of the action taken by the chief of police; and that the decision of the chief of police shall be final unless a timely appeal is filed.~~

~~— D. Each massage technician license issued pursuant to this chapter shall expire one year from the date of issuance. (Ord. 552 § 1.2, 1999)~~

11.06.170 Massage technician requirements.

~~— Every massage technician shall comply with all of the following requirements, and any other requirement or condition specified by the chief of police, upon issuance of a massage technician license:~~

~~— A. Except to the extent required, in writing, by a California licensed medical practitioner, no massage technician or other person shall massage the genitals or anal area of any patron, or the breast(s) of any female patron. No massage technician or other person, while performing any task or service associated with the massage business, shall be present in any room with another person unless the person's genitals, gluteal crease, anus, or in the case of female patrons, the breasts are fully covered.~~

~~— B. No massage technician or other person shall massage any patron unless the person's genitals, gluteal crease, anus, and in the case of female patrons, the breasts are fully covered at all times while the technician or other person is present in the same room as the patron.~~

~~— C. The massage technician shall wear, at all times when present in the massage establishment or while otherwise providing massage services, the photo identification license issued and prepared by the chief of police. Such photo identification license shall be provided upon demand to any employee of the police department or city charged with the enforcement of any provision of this chapter.~~

~~— D. Within fifteen (15) days of a change in employment, a change in the name of a massage establishment or off-premises massage service where the massage technician is employed, a change in the business address, or a change of home address, the massage technician shall:~~

~~— 1. Notify the chief of police, in writing, of such change;~~

~~— 2. Provide the police department with a current photo meeting the requirements of this chapter; and~~

~~—3. Obtain a new photo identification license setting forth the current correct information.~~

~~—E. No massage technician shall provide massage services at any massage establishment not specified on the massage technician license, for any off-premises massage service not specified on the massage technician license, or at an off-premises location not booked by an operator or manager of a licensed off-premises massage service specified on the massage technician license.~~

~~—F. While on the premises of a massage establishment or while otherwise performing massage services, a massage technician shall not use or give as their own any name other than that specified on the massage technician license.~~

~~—G. Massage technicians shall be fully clothed at all times while on the premises of a massage establishment or while otherwise performing massage services. Clothing shall be of a fully opaque, nontransparent material and provide complete covering of the genitals, pubic area, buttocks, gluteal crease, anus and breasts.~~

~~—H. No massage technician shall offer or perform any service that is not posted in an open and conspicuous public place within the lobby of a massage establishment or contained on a written list of services available provided by the off-premises massage service as required by this chapter.~~

~~—I. Every massage technician who provides massage services for an off-premises massage service shall, in addition to their massage technician license, carry with them on their person a copy of the massage operator license of the off-premises massage service and produce it upon demand.~~

~~—J. No person shall provide massage services, or engage in or practice as a massage technician, unless there is on file with the chief of police, and in full force and effect at all times, a certificate of insurance issued by an insurance company authorized to do business in the state of California evidencing that the massage technician is insured under a massage practice professional liability insurance policy as required by this chapter. Such certificate of insurance shall be provided to the chief of police at the time of filing the application for issuance or renewal of a massage operator license. (Ord. 552 § 1.2, 1999)~~

~~11.06.180 Insurance required.~~

~~—A. No person, association, partnership, corporation or other entity shall engage in, conduct, operate or carry on, or permit to be engaged in, conducted, operated or carried on, in or upon any premises within the city a massage establishment, off-premises massage service, or the function of a massage technician without first obtaining and maintaining in full force and effect at all times, a massage practice professional liability insurance policy issued by an insurance carrier licensed to do business in the state of California with minimum coverage of five hundred thousand dollars (\$500,000.00) for injury or death to any one person arising out of the operation of any massage establishment, off-premises massage service, and/or the provision of massage services.~~

~~—B. Licensed massage technicians may satisfy this requirement by being named as an additional insured under any such massage practice professional liability policy issued to the~~

~~massage establishment and/or off-premises massage service where they are licensed to provide massage services.~~

~~—C. Every massage operator and massage technician licensed pursuant to this chapter shall submit a certificate of insurance issued by an insurance carrier licensed to do business in the state of California evidencing proof of massage practice professional liability insurance prior to the issuance or renewal of a massage operator and/or massage technician license under this chapter. (Ord. 552 § 1.2, 1999)~~

11.06.190 New massage technicians—Notification.

~~—The operator and/or manager of a massage establishment or off-premises massage service shall notify the chief of police, in writing, of the name, address and telephone number of each person employed as a massage technician at such business within fifteen (15) days of the person first being employed. The requirements of this section are in addition to the other provisions of this chapter, and nothing contained herein shall relieve the operator and/or manager of a massage establishment or off-premises massage service of the responsibility of ascertaining, prior to employment, that said person has a current valid massage technician license. (Ord. 552 § 1.2, 1999)~~

11.06.200 Renewal of licenses.

~~—A. A then-current massage operator and/or massage technician license issued pursuant to this chapter may be renewed each year for one year; provided that, each of the following is found to be true by the chief of police:~~

~~—1. The current license has not been revoked, is not currently suspended and is not subject to a notice of violation, suspension or revocation;~~

~~—2. The licensee is in compliance with all requirements of federal, state and local law pertaining to the license and the operation and place of the business;~~

~~—3. The licensee files a written renewal application with the chief of police, on forms provided by the chief of police, and accompanied by a nonrefundable renewal fee in such amounts as may be established from time to time by resolution of the city council. The application shall be signed under penalty of perjury that the information provided in the renewal application is true, complete and correct by the applicant, if an individual; at least one general partner, if a partnership; at least one officer or director, if a corporation; or at least one participant, if a joint venture or association. The chief of police shall not be required to act upon any renewal application until such time as a completed and signed renewal application and renewal application fee are submitted;~~

~~—4. The licensee shall disclose any change in any information required for the chapter, and shall provide all other information requested by the chief of police in order to determine the truth of the matters set forth in the renewal application; and~~

~~—5. The renewal application is filed and complete in all respects, including the accompanying fee prior to the expiration of the license sought to be renewed.~~

~~—B. If an application for renewal of a massage operator and/or massage technician license is not received by the chief of police prior to expiration of the license sought to be renewed, the license is expired and no right or privilege to operate a massage establishment or off-premises massage service, or to provide massage services shall exist after expiration of the license. The licensee shall have no right to renew a massage operator and/or massage technician license after the expiration of the current license and the licensee must complete a new application for a license and meet all of the conditions and requirements for the issuance of a new license.~~

~~—C. Upon timely and complete filing of a renewal application, the current license shall be extended until such time as the chief of police completes any necessary investigation and background check and notifies the licensee of a decision to grant or deny the renewal. The extension of the current license shall not exceed sixty (60) days after the original date of expiration. If the chief of police has not denied the renewal within such sixty (60) day period, the renewal shall be deemed granted, subject to the outcome of any unfinished investigation or background check. A decision to grant the renewal license, with or without conditions, shall be based upon whether the chief of police can reasonably make all of the findings required in Sections 11.06.080 and/or 11.06.160 of this chapter in light of all known facts, considering the application information, investigation and background check. When granted, a license renewal shall be effective for one year from and after the date of expiration of the license sought to be renewed. If the chief of police cannot reasonably make the required findings, the chief of police shall deny the renewal application by written dated notice to the applicant setting forth the reason(s) for the denial; advising the applicant of his or her right to appeal the decision pursuant to Section 11.06.240 of this chapter within ten (10) days of the date of the written notice of the action taken by the chief of police; and that the decision of the chief of police shall be final unless a timely appeal is filed. (Ord. 552 § 1.2, 1999)~~

~~11.06.210 Application of regulations to existing massage establishments, off-premises massage services and massage technicians.~~

~~—A. The provisions of this chapter shall be applicable to all persons and businesses whether or not the business was established before or after the effective date of this chapter.~~

~~—B. Existing massage operator and massage technician licenses shall continue in effect until expiration. All existing massage technician licensees shall have an additional twenty-four (24) months from the effective date of this chapter to meet and comply with the five hundred (500) hour training requirement only.~~

~~—C. All legally existing massage establishments as of the effective date of this chapter shall be allowed to remain at their present locations as legal nonconforming uses pursuant to the provisions of Section 9.02.180 of the Moreno Valley Municipal Code, as from time to time amended.~~

~~—D. Commencing on the effective date of this chapter, all operator and massage technician licenses are to be issued in accordance with the provisions of this chapter except as provided in this section. (Ord. 552 § 1.2, 1999)~~

11.06.220 Prohibited conduct.

- A. The following specific conduct is unlawful and shall constitute a misdemeanor:
- 1. It is unlawful for any person to operate or manage a massage establishment or off-premises massage service without first obtaining all licenses and permits as required by this chapter and other applicable state and federal laws, and/or provisions of the Moreno Valley Municipal Code.
 - 2. It is unlawful for any person to provide massage services without first obtaining all licenses and permits as required by this chapter and other applicable state and federal laws, and/or provisions of the Moreno Valley Municipal Code.
 - 3. It is unlawful for a massage technician to provide any massage services independently, or at any massage establishment or in behalf of any off-premises massage service not specified on the massage technician license. It is unlawful for a massage technician to provide any massage services at an off-premises location unless approval for off-premises massage services is clearly indicated on the massage technician license. It is unlawful for any massage technician to provide massage services at any off-premises location within the city that is not booked by the off-premises massage service listed on the massage technician license.
 - 4. If during the life of a massage operator and/or massage technician license there is any change in information concerning the original application, notification must be made to the chief of police, in writing, within fifteen (15) days of the change. Failure to notify the chief of police of such changes is unlawful.
 - 5. It is unlawful for any operator or manager of a massage establishment or off-premises massage service to allow or permit massage services to be provided by any person who does not have a current valid massage technician license.
 - 6. It is unlawful for any massage establishment to be open for business without having at least one massage technician holding a current valid massage technician license on duty at all times when such massage establishment is open for business.
 - 7. It is unlawful for any operator or manager of a massage establishment or off-premises massage service, or for a massage technician, to provide, or allow to be provided, any massage services between the hours of ten-thirty p.m. and six a.m., or for a massage establishment to be open and/or allow customers to be present on the premises of a massage establishment between the hours of ten-thirty p.m. and six a.m.
 - 8. It is unlawful for any person to use any name, or conduct business under any designation, not specified on the massage operator or massage technician license.
 - 9. It is unlawful, except to the extent required, in writing, by a California licensed medical practitioner, for any massage technician, or any other person, to massage the genitals or anal area of any patron, or the breast(s) of any female patron, or for any operator or manager of a massage establishment or off-premises massage service to allow or permit any such massage or touching. It is unlawful for any massage operator, manager, massage technician, or any other person to be present in any room with another person unless the person's genitals, gluteal crease, anus and, in the case of female patrons, the breasts are fully covered.

~~—10. It is unlawful for any operator, manager or employee of a massage establishment or off-premises massage service, or massage technician, to be other than fully clothed in clean, nontransparent outer garments. It is unlawful for such garments to expose the wearer's genitals, pubic areas, buttocks or breasts.~~

~~—11. It is unlawful for any operator or manager of a massage establishment to allow any person to live inside the massage establishment at any time. It is unlawful for any operator or manager of a massage establishment to allow food of any kind to be prepared or sold at the establishment unless an appropriate food vending permit is first obtained.~~

~~—12. It is unlawful for any operator or manager of a massage establishment to allow any person to enter, be in or remain in any part of a massage establishment licensed under this chapter while in possession of, consuming, using or under the influence of any alcoholic beverage or controlled substance. It is unlawful for any operator or manager of a massage establishment or off-premises massage service, massage technician, or any other person to serve, or allow or permit to be served, any alcoholic beverages or controlled substances on the premises of the massage establishment or to any patron or other person receiving massage services.~~

~~—13. It is unlawful to keep condoms in a massage establishment at any time, or on the person of a massage technician at all times while on the premises of a massage establishment or while otherwise providing massage services booked by an off-premises massage service.~~

~~—14. It is unlawful for any operator or manager of a massage establishment, or massage technician, to provide, or allow to be provided, any massage services within any cubicle, booth, room or other area within a massage establishment which is fitted with a lock of any kind (e.g., locking door knob, padlock, dead bolt, sliding bar, or other locking device), unless the door is an exterior door permitted to be locked during business hours.~~

~~—15. It is unlawful for any operator or manager of a massage establishment or off-premises massage service, or a massage technician, to offer or perform, or allow to be offered or performed, any service that is not posted in an open and conspicuous public place within the lobby of a massage establishment or contained on a written list of services available provided by the off-premises massage service as required by this chapter.~~

~~—16. It is unlawful for any operator or manager to allow any massage establishment or off-premises massage service to operate as a school of massage, or for the facilities of the massage establishment or off-premises massage service to be used as a school of massage.~~

~~—17. It is unlawful for any operator or manager of a massage establishment or off-premises massage service, and/or massage technician, to place, publish or distribute, or allow or cause to be placed, published or distributed any advertising matter that depicts any portion of the human body for which massage services are not permitted under this chapter. It is unlawful for any operator or manager of a massage establishment or off-premises massage service, and/or a massage technician, to use, or allow or cause to be used, any language in the text of any advertising matter that suggests that any services may be available other than those massage services permitted by this chapter.~~

~~—18. It is unlawful for any operator or manager of a massage establishment or off-premises massage service, and/or massage technician, to provide, or allow or cause to be provided, any~~

~~massage services within any cubicle, booth, room or other area which is fitted with two-way mirrors, video recording devices or equipment, or audio recording devices or equipment. It is unlawful for any operator or manager of a massage establishment or off-premises massage service, and/or massage technician, to record, or allow or cause to be recorded, any sounds or images of any patron without first obtaining the written permission of such patron.~~

~~—B. All other violations of the provisions of this chapter shall constitute an infraction. (Ord. 552 § 1.2, 1999)~~

~~11.06.230 Suspension or revocation—Grounds—Hearing.~~

~~A. The chief of police may suspend a massage operator license, or massage technician license, if any of the following grounds are found to exist:~~

~~1. The licensee has provided incomplete information on the application or renewal application for a license under this chapter; or~~

~~2. The licensee, operator, manager or massage technician is in violation of, or fails to comply with, any provision in the license conditions or other conditions, requirements and/or provisions of this chapter that do not constitute a misdemeanor unless otherwise indicated in subsection C of this section.~~

~~B. A suspension of any license issued pursuant to this chapter by the chief of police shall be for a period of thirty (30) days. If the licensee fails to correct the violations leading to the suspension before the expiration of the suspension period, the chief of police shall revoke the license. Suspension shall commence immediately upon expiration of the time for an appeal of the decision to suspend the license by the chief of police or his or her designee. Written notification of the decision to suspend the license shall be given by certified mail, return receipt requested, or by personal delivery to the licensee at the home or business address listed on the license. Written notification shall be dated and include the effective date of the suspension, the specific ground(s) for the suspension, the termination date of the suspension, a statement that the licensee has the right to appeal the suspension within fifteen (15) days of the date of the suspension pursuant to Section 11.06.240 of this chapter, that the decision to suspend the license shall be final if no timely appeal is filed, and that the licensee is required to surrender the suspended license to the police department within fifteen (15) days of the date of the notification if no appeal is filed. If, however, during the time the licensee has to appeal the decision to suspend the license, the licensee presents proof acceptable to the chief of police or his or her designee that the licensee has corrected the violation(s), the chief of police shall immediately withdraw the notice of suspension.~~

~~—C. The chief of police may revoke any massage operator license, or massage technician license, if any of the following grounds are found to exist:~~

~~—1. The licensee, operator, manager or massage technician fails to correct the violations leading to the suspension of the license before the expiration of the suspension period;~~

~~—2. The licensee fails to surrender a suspended license when required to do so pursuant to this chapter or court order;~~

- ~~—3. The licensee has two or more suspensions within a twenty-four (24) month period;~~
 - ~~—4. The licensee or other person signing the application in behalf of the licensee has provided inaccurate, misleading or false information in the application or renewal application for a license under this chapter;~~
 - ~~—5. The licensee fails to obtain, or maintain as current and in full force and effect, any and all other licenses, permits or insurance required under the provisions of this chapter;~~
 - ~~—6. The licensee, operator, manager or massage technician is convicted in a court of competent jurisdiction of any felony, or a misdemeanor involving moral turpitude;~~
 - ~~—7. The licensee, operator, manager or massage technician provides, or otherwise allows or causes to be provided, including solicitation, any massage services that tend to arouse, appeal to, or gratify the lust, passions or sexual desires of any person;~~
 - ~~—8. The licensee, operator, manager or massage technician impersonates another person of like or different name;~~
 - ~~—9. The licensee, operator, manager or massage technician allows, or otherwise causes, an unlicensed person to provide massage services in the massage establishment or at an off-premises location booked by the off-premises massage service;~~
 - ~~—10. The licensee does not possess the qualifications for a license as required by this chapter;~~
 - ~~—11. The licensee, operator or manager engages in or operates the massage establishment or off-premises massage service in a manner which violates or has violated any of the provisions of this chapter that constitute a misdemeanor, or any of the laws which would have been grounds for denial of the license. The licensee, operator, manager or massage technician provides, or allows or causes to be provided, any massage services that violates or has violated any of the provisions of this chapter that constitute a misdemeanor, or any of the laws which would have been grounds for denial of the license.~~
- ~~—D. A revocation of any license issued pursuant to this chapter by the chief of police shall commence immediately upon expiration of the time for an appeal of the decision to revoke the license by the chief of police or his or her designee. Written notification of the decision to revoke the license shall be given by certified mail, return receipt requested, or by personal delivery to the licensee at the home or business address listed on the license. Written notification shall be dated and include the effective date of the revocation, the specific ground(s) for the revocation, a statement that the licensee has the right to appeal the revocation within fifteen (15) days of the date of the revocation pursuant to Section 11.06.240 of this chapter, that the decision to revoke the license shall be final if no timely appeal is filed, and that the licensee is required to surrender the revoked license to the police department within fifteen (15) days of the date of the notification if no appeal is filed. (Ord. 552 § 1.2, 1999)~~

~~11.06.240 Appeal procedure.~~

- ~~—A. Any applicant or licensee aggrieved by any action of the chief of police in refusing to issue or renew any massage operator and/or massage technician license, or in suspending or revoking any such license already issued pursuant to this chapter, shall have the right of appeal~~

~~to the city council. The decision of the chief of police shall be final and conclusive if no timely appeal is filed. Such appeal shall be taken by filing a written notice of appeal; paying the fee for appeal as established by resolution of the city council as from time to time amended; and submitting a written statement under penalty of perjury setting forth in detail the grounds for the appeal. All appeals shall be taken within ten (10) days after the date of the written notice of the action taken by the chief of police. The notice of appeal shall include a physical address within the city or the county of Riverside where the applicant wants to receive the notices required by this section.~~

~~—B. In the event a notice of appeal is timely filed, the suspension or revocation shall not be effective until a final decision has been rendered by the city council. If no notice of appeal is filed, the suspension or revocation shall become effective upon expiration of the time for filing such notice of appeal.~~

~~—C. The city council may preside over the hearing of the appeal or, alternatively, may either refer the matter to an appeals board created by the city council by resolution, or refer the matter to a hearing officer appointed by the city manager. The city council shall render its decision within forty-five (45) days from the date of the hearing, or, in the event that the hearing is referred to and heard by either an appeals board or hearing officer, within forty-five (45) days from the date the city council receives the findings and recommendations of the appeals board or hearing officer. The decision of the city council shall be final. The applicant or licensee shall be given notice of the city council's decision in writing.~~

~~—D. The city clerk shall set the hearing for a regularly scheduled or special city council meeting, or before an appeals board or hearing officer, no later than thirty (30) days after the filing of any notice of appeal; or, with the written consent or agreement of the applicant or licensee, at a regularly scheduled or special city council meeting, or before an appeals board or hearing officer, more than thirty (30) days after the filing of the notice of appeal. Notice of the date, time and place of such hearing of the appeal shall be given in writing at least ten (10) days prior to the date of the hearing by certified mail, return receipt requested, at the address given in the notice of appeal.~~

~~—E. The following rules shall apply to the hearing:~~

~~—1. Oral evidence shall be taken only under oath or affirmation. The appeals board or hearing officer shall have authority to administer oaths, and to receive and rule on the admissibility of evidence;~~

~~—2. Each party shall have the right to call and examine witnesses, to introduce exhibits and to cross-examine opposing witnesses who have testified under direct examination. The city council, appeals board or hearing officer may call and examine any witness;~~

~~—3. Technical rules relating to evidence and witnesses shall not apply to hearings provided for in this chapter. Any relevant evidence may be admitted if it is material and is evidence customarily relied upon by responsible persons in the conduct of their affairs regardless of the existence of any common law or statutory rule which might make admission of such evidence improper over objection in a civil action in a court of law. Hearsay testimony may be admissible and used for the purpose of supplementing or explaining any evidence given in direct examination, but shall not be sufficient in and of itself to support a finding unless such testimony~~

would be admissible over objection in a civil action in a court of law. The rules of privilege shall be applicable to the extent they are now, or are hereafter, permitted in a civil action in a court of law. Irrelevant collateral, undue and repetitious testimony shall be excluded. (Ord. 552 § 1.2, 1999)

~~11.06.250 Burden of proof.~~

~~—Unless otherwise specifically prohibited by law, the burden of proof at any hearing or proceeding is on the applicant or licensee noticing the appeal to establish, by a preponderance of the evidence, that the action taken by the chief of police is in violation of the criteria set forth in Sections 11.06.080, 11.06.160 or 11.06.230 of this chapter. (Ord. 552 § 1.2, 1999)~~

~~11.06.260 Penalty for violation.~~

~~—A. Any person who violates any of the provisions of this chapter, upon conviction thereof, shall be punished in accordance with the provisions of Sections 1.01.200 through 1.01.230 of the Moreno Valley Municipal Code.~~

~~—B. Any massage establishment or off-premises massage service operated, conducted or maintained contrary to the provisions of this chapter shall be, and the same is declared to be, unlawful and a public nuisance, and the city may, in addition to or in lieu of prosecuting a criminal action hereunder, commence an action or actions, proceeding or proceedings, for the abatement, removal and enjoinder thereof, in the manner provided by law, and shall take such other steps and shall apply to such court or courts as may have jurisdiction to grant such relief as will abate or remove such massage establishment or off-premises massage service and restrain and enjoin any person from operating, conducting or maintaining a massage establishment or off-premises massage service contrary to the provisions of this chapter. (Ord. 552 § 1.2, 1999)~~

~~11.06.270 Severability.~~

~~—If any section, subsection, sentence, clause or phrase of this chapter is for any reason held to be invalid or unconstitutional by a final determination of a court of competent jurisdiction, such determination shall not affect the validity of the remaining portions of this chapter. The city council declares it would have enacted this chapter, and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases might be declared invalid or unconstitutional. (Ord. 552 § 1.2, 1999)~~



Report to City Council

TO: Mayor and City Council

FROM: Steve Quintanilla, Interim City Attorney

AGENDA DATE: November 24, 2015

TITLE: URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY REVISING TITLE 11 (PEACE, MORALS AND SAFETY) OF THE MORENO VALLEY MUNICIPAL CODE BY REPEALING CHAPTER 11.06 IN ITS ENTIRETY, AND ADDING CHAPTERS 11.95 AND 11.96 IN RESPONSE TO NEW STATE LAWS

RECOMMENDED ACTION

Recommendations: That the City Council:

1. Adopt Urgency Ordinance No. 909. An Urgency Ordinance of the City Council of the City of Moreno Valley, California, Revising Title 11 (Peace, Morals and Safety) of the Moreno Valley Municipal Code by Repealing Chapter 11.06 in its Entirety, and Adding Chapters 11.95 and 11.96 in Response to New State Laws.
2. That the City Council request the Planning Commission make its report and recommendation to the City Council concerning adoption of an ordinance revising the City's Zoning Ordinance by amending Sections 9.02.020, 9.02.130 and 9.15.030 of Title 9 (Planning and Zoning), which relate to the use of the term "massage parlor" and "massage establishment."

SUMMARY

In 2009, Senate Bill No. 731 ("SB 731") was enacted in order to establish uniform state and local regulation of massage businesses and massage professionals. SB 731 created the Massage Therapy Organization (since renamed the California Massage Therapy Council or "CAMTC") to oversee the voluntary certification of massage therapists and established limitations on the power of local governments to regulate massage professionals, such as exempting certified massage therapists from requirements to obtain a license, permit, or authorization prior to practicing within the jurisdiction and prohibiting cities and counties from imposing requirements on massage

therapy businesses that were not also imposed on other businesses providing professional services. Subsequent amendments to the Act further limited local control over the massage professionals and business.

Since enactment of SB 731, the City, and many other local jurisdictions, have experienced the negative effects of significant increases in the number of massage establishments, including significant increases in citizen complaints concerning illicit activities at those establishments. Additionally, the proliferation of such businesses has had a negative impact on City services due to the inordinate amount of time that code and law enforcement spends in processing, inspecting, and policing such businesses as compared to other types of personal service businesses. These negative impacts pose a current and immediate threat to the public health, safety and welfare.

In September 2014, Governor Brown signed Assembly Bill No. 1147 ("AB 1147") into law. AB 1147 which titled the Business and Professions Code chapter containing the bulk of its provisions as the "Massage Therapy Act" (the "Act") was codified at Bus. & Prof. Code §§460 and 4600-4621, and at Gov't Code §51034). AB 1147 divides responsibility for massage regulation between the State and local governments, charging the State with regulating the certification of massage professionals through the CAMTC and authorizing local governments to regulate massage businesses through the exercise of their regulatory and land-use authority. AB 1147 took effect January 1, 2015, and will sunset (goes out of effect) January 1, 2017, unless otherwise extended.

Although the AB 1147 reinstates local authority over massage businesses, local regulation is still limited. Specifically, counties and cities may not:

- Prohibit a State certified/licensed massage therapist from engaging in any act or performing any procedure that falls within the professionally recognized scope of practice of that certificate holder or licensee (Bus. & Prof. Code §460);
- Prohibit a person of one sex from engaging in the massage of a person of the other sex (Gov't Code §51034(c)(1));
- Define a massage establishment as an adult entertainment business, or otherwise regulate a massage establishment as adult entertainment (Gov't Code §51034(c)(2));
- Require a massage establishment to have windows or walls that do not extend from the floor to ceiling, or have other internal physical structures, including windows, that interfere with a client's reasonable expectation of privacy (Gov't Code §51034(c)(3));
- Impose client draping requirements that extend beyond the covering of genitalia and female breasts, or otherwise mandating that the client wear special clothing (Gov't Code §51034(c)(4));
- Prohibit a massage establishment from locking its external doors if the massage

establishment is a business entity owned by one individual with one or no employees or independent contractors (Gov't Code §51034(c)(5));

- Require a massage establishment to post in an area that may be viewed by clients any notice that contains explicit language describing sexual acts, mentions genitalia, or specific contraceptive devices (Gov't Code §51034(c)(6));
- Impose requirements that a person certified pursuant to the Act take any test, medical examination, or background check or comply with education requirements beyond what is required by the Act (Gov't Code §51034(c)(7));
- Impose a dress code requirement in excess of those already imposed in the Act (Gov't Code §51034(c)(9));
- Impose a requirement that an individual holding a State certificate obtain any other license, permit, certificate, or other authorization to provide massage for compensation (***with the exception of a business license for revenue purposes that is required of other similar types of businesses or a zoning permit for a massage therapy establishment***) (Gov't Code §51034(c)(8)); or
- Prohibit a State certified/licensed massage therapist from performing massage for compensation on the gluteal muscles, prohibit specific massage techniques recognized by the California Massage Therapy Council as legitimate, or impose any other specific restriction on the professional practice beyond those set forth by the Act (Gov't Code §51034(c)(10)).

As discussed in the following section, the City's existing massage-related regulations pre-date both SB 731 and AB 1147. Adoption of the proposed ordinances is necessary in order for the City's regulation of massage therapists and massage establishments to comply with current State laws.

The proposed ordinance was scheduled for review and discussion at the November 18, 2015 meeting of the Public Safety Subcommittee.

DISCUSSION

1. Adoption of Urgency Ordinance

Massage establishments are businesses that involve intimate contact between persons, which creates the opportunity for acts of prostitution and other unlawful sexual activity to occur. The establishment of reasonable standards for the issuance of massage therapist and massage establishment licenses and permits and the regulation of the operation of such businesses will serve to reduce the risk of illegal and potentially injurious activities, resulting in fewer citizen complaints concerning illicit massage-related activities and reducing the amount of time that code and law enforcement spends in processing, inspecting, and policing such businesses.

California Government Code Section 36937(b) provides for the adoption of an urgency ordinance for the immediate preservation of the public safety, health and welfare without following the procedures otherwise required for the adoption of an ordinance. Adoption of an urgency ordinance requires approval by a four-fifths (4/5ths) vote of the City Council and if approved, takes effect immediately upon adoption.

The Interim City Attorney recommends approval of the proposed urgency ordinance so that the City can immediately avail itself of the licensing schemes and operational requirements proposed by the ordinance, which will aid in the protection of the public health, safety, and welfare from illicitly operated massage businesses and will discourage the use of such businesses for illegal activities.

If the City Council elects not to approve the proposed urgency ordinance and elects instead to adopt the companion Non-urgency ordinance, these same provisions will take effect thirty days following the second reading of the ordinance.

2. Repeal of Chapter 11.06

The City's existing regulations for massage therapists and massage establishments date back to Ordinance No. 552, which was adopted in 1999 and enacted as Chapter 11.06 (Massage) of the City's Municipal Code. Chapter 11.06 heavily regulates both massage therapists and massage establishments, which makes the entire Chapter vulnerable to challenge on grounds the Chapter imposes specific restrictions on the professional practice beyond those set forth by the Act, in violation of Government Code Section 51034(c)(10).

In order to ensure the City's regulations comport with State law, the Interim City Attorney recommends adoption of the proposed ordinances, which would, in part, repeal Chapter 11.06 in its entirety. As indicated above, the urgency ordinance would take effect immediately, whereas the non-urgency ordinance would take effect thirty days after its second reading. If the proposed ordinances are adopted, regulation of massage therapists and massage establishments would be regulated under two proposed new Municipal Code Chapters, which are detailed in the following sections.

3. Addition of Chapter 11.95 (Massage Therapists)

The proposed ordinance, if adopted, will add Chapter 11.95 to the Municipal Code. Chapter 11.95 will require massage therapists to obtain business licenses unless they are bona fide employees who work exclusively for employers that have obtained business licenses from the City pursuant to the proposed new Municipal Code Chapter 11.96.

Chapter 11.95 delineates the requirements for a massage therapist business license, which includes requesting the applicant's age, proof the applicant is certified or licensed by the State pursuant to the Act, and certified statement, given under penalty of perjury, that the applicant has not been convicted of any of the offenses that are grounds for

denial of the subject business license application, which grounds include certain criminal convictions relating to prostitution and the sale of controlled substances, registration as a sex offender and providing incomplete or false information in the application.

4. Addition of Chapter 11.96 (Spa Facilities)

Further, the proposed ordinances, if adopted, will add Chapter 11.96 to the Municipal Code. Chapter 11.96 will require owners of spa facilities to obtain a business license. Additionally, the proposed ordinance will require all spa facilities operating in existing hotels to obtain a supplemental business license, and will impose reasonable health and safety regulations on such facilities.

Chapter 11.96 delineates the requirements for a massage therapy establishment (defined as a “Spa Facility”) to obtain a business license, which includes providing the following information:

- Identification of the applicant and all applicant’s current and prospective employees and independent contractors providing massage services;
- Identification of the business, including the address, telephone number and hours of operation of the facility, whether food or beverages will be served and whether non-massage business will be conducted on the premises;
- Proof of state certification of all applicant’s employees; and
- A certified statement that the applicant and employee have not been convicted of any of the offenses that are grounds for denial.

Chapter 11.96 delineates grounds for denial of a Spa Facility business license, including certain criminal convictions relating to prostitution or the sale of controlled substances, that the applicant is required to register as a sex offender, that the applicant submitted an incomplete application or provided false information, and that the proposed use is not permitted under the Zoning Ordinance.

Further, Chapter 11.96 imposes regulations upon spa facilities, including the following:

- Spa facilities may only employ state-certified massage professionals;
- Hours of operation are restricted to 6:00 a.m. to 9:00 p.m.;
- Prohibits alcoholic beverages from being served to patrons during the course of providing or offering to provide any massage therapy services;
- Imposes maintenance requirements, including disinfection of instruments and keeping the facilities in good repair and in a clean and sanitary condition;

- Requires a list of services available to be displayed;
- Permits the police and code enforcement to inspect the facility; and
- Requires the business to immediately report to the City (i) the arrest of an employee or owner for an offense other than a misdemeanor traffic offense, (ii) the resignation, termination or transfer of a massage professional employed by the facility; and (iii) the occurrence of any event involving the facility or the massage professionals employed therein that constitutes a violation of Chapters 11.95 or 11.96, or state or federal law.

These regulations are consistent with the Act, which authorizes the City to adopt and enforce local regulations governing business licensing and reasonable health and safety requirements for massage establishments and massage therapists. (Bus. & Prof. Code §460(c))

5. Revisions to the Zoning Ordinance

The following additional amendments to the City's Zoning ordinance, which is enacted as Title 9 (Planning and Zoning) of the Municipal Code, are recommended:

- Revision to Chapter 9.02 (Permits and Approvals) at Permitted Uses Table 9.02.020-1 in order to substitute the term "Spa Facilities" for the term "massage establishments" and at Section 9.02.130 (Home occupation uses) in order to substitute the term "Spa Facilities" for the term "Massage Parlors"; and
- Revision to Chapter 9.15 (Definitions) at Section 9.15.030 (Definitions) in order to remove "Massage Parlors" from the list of defined terms.

Since zoning ordinance amendments require the City Planning Commission's consideration, the revisions to Chapters 9.02 and 9.15 are not included in the attached ordinances. Instead, the Interim City Attorney proposes the City Council request the Planning Commission make its report and recommendation to the City Council concerning the adoption of an ordinance that would accomplish the foregoing proposed revisions to the City's zoning ordinances as they relate to the use of the term "massage parlor" and "massage establishment."

ALTERNATIVES

1. Adopt the proposed Urgency Ordinance No. 909, which amends the Municipal Code's provisions related to massage therapists and massage establishments by repealing Chapter 11.06 in its entirety and adding Chapters 11.95 and 11.96, and amending Sections 9.02.130 and 9.15.030 of the Zoning Ordinance, which will take effect immediately based on the City Council's finding that the Ordinance is necessary to protect the public health, safety, and welfare. *This alternative is recommended by the Interim-City Attorney.*

- 2. Adopt the proposed Ordinance No. 908, which amends the Municipal Code’s provisions related to massage therapists and massage establishments by repealing Chapter 11.06 in its entirety and adding Chapters 11.95 and 11.96, which will take effect thirty days following the second reading of the Ordinance. *This alternative is recommended by the Interim-City Attorney.*
- 3. Do not adopt the proposed Ordinance No. 908 or Ordinance No. 909. *The Interim-City Attorney does not recommend this alternative as the City’s codified regulations concerning massage therapists and massage establishment conflict with State laws.*

FISCAL IMPACT

This item would have no fiscal impact.

PREPARATION OF STAFF REPORT

Prepared By:
Steven B. Quintanilla
City Attorney

Concurred By:
Allen D. Brock, CBO
Community Development Director

Concurred By:
Joel Ontiveros
Police Chief

CITY COUNCIL GOALS

Public Safety. Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.

Positive Environment. Create a positive environment for the development of Moreno Valley's future.

Community Image, Neighborhood Pride and Cleanliness. Promote a sense of community pride and foster an excellent image about our City by developing and executing programs which will result in quality development, enhanced neighborhood preservation efforts, including home rehabilitation and neighborhood restoration.

ATTACHMENTS

- 1. Urgency Ordinance No. 909 - Massage

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	
City Attorney Approval	<u>✓ Approved</u>	11/04/15 12:52 PM
City Manager Approval	<u>✓ Approved</u>	11/11/15 2:12 PM

ORDINANCE NO. 909

URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, REVISING TITLE 11 (PEACE, MORALS AND SAFETY) OF THE MORENO VALLEY MUNICIPAL CODE BY REPEALING CHAPTER 11.06 IN ITS ENTIRETY, AND ADDING CHAPTERS 11.95 AND 11.96 IN RESPONSE TO NEW STATE LAWS

WHEREAS, in September 2014, Assembly Bill 1147 ("AB 1147") was signed into law, which permits the City to regulate massage businesses through the exercise of its regulatory and land-use authority; and

WHEREAS, prior to enactment of AB 1147, state law pre-empted the City's ability to regulate massage therapists or massage businesses by prohibiting the City from imposing any ordinance, regulation, rule, requirement, restriction, or land use regulation on certified therapists and businesses who employ only certified massage therapists unless those regulations were also applied uniformly to other businesses that provide professional services, leaving the City without the ability to regulate certified therapists who engage in illegal activities, such as prostitution, or certified-only massage establishments that allow illicit activities; and

WHEREAS, as a result of AB 1147 titled the "Massage Therapy Act" (the "Act") and codified at Business and Professions Code §§460 and 4600-4621 and Government Code §51034, the City may now regulate the business of providing massage through land use and business licensing requirements; and

WHEREAS, repeal of Chapter 11.06 (Massage) of Title 11 of the City's Municipal Code is necessary as that Chapter contains regulations that conflict with state law; and

WHEREAS, adding Chapter 11.95 (Massage Therapists) is necessary in order to require independent massage therapists to obtain business licenses and to delineate the requirements for a massage therapist business license and the grounds for denial of such license; and

WHEREAS, adding Chapter 11.96 (Spa Facilities) is necessary in order to require owners of spa facilities (i.e., massage establishments) to obtain a business license, to impose reasonable health and safety regulations on such facilities, and to delineate the requirements for a massage establishment business license and the grounds for denial of such license; and

WHEREAS, although massage establishments generally have a legal status similar to other professional services, the City finds that massage businesses frequently do not conduct themselves like other professional service businesses, despite certification by California Massage Therapy Council (CAMTC) of their employees; and

WHEREAS, the proliferation of massage establishments within the City has resulted in significant increases in citizen complaints concerning illicit activities at those establishments and has negatively impacted upon the delivery of City services due to the inordinate amount of time that code and law enforcement spends in processing, inspecting, and policing such businesses as compared to other types of personal service businesses;

WHEREAS, it is necessary for this Ordinance to take effect immediately so that the City has better tools to protect the public health, safety, and welfare from illicitly operated massage businesses and may serve to discourage the use of such businesses for illegal activities; and

WHEREAS, subdivision (b) of Government Code Section 36937 provides for the adoption of an urgency ordinance for the immediate preservation of the public safety, health and welfare without following the procedures otherwise required for the adoption of an ordinance; and

WHEREAS, the City Council has determined that the adoption of this Urgency Ordinance is in the best interests of the City.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY DOES ORDAIN AS FOLLOWS:

SECTION 1. RECITALS

That the above recitals are true and correct and are incorporated as though fully set forth herein.

SECTION 2. URGENCY FINDINGS

That based on the foregoing, the City Council finds and declares there is a current and immediate threat to the public health, safety or welfare and upon that basis has determined that an urgency ordinance pursuant to Government Code Section 36937 is warranted.

SECTION 3. CHAPTER 11.06 MASSAGE IS HEREBY REPEALED IN ITS ENTIRETY

That Chapter 11.06 of the Moreno Valley Municipal Code set forth at Exhibit A is hereby repealed in its entirety.

SECTION 4. AMENDMENT OF TITLE 11 PEACE, MORALS AND SAFETY OF THE MORENO VALLEY MUNICIPAL CODE ADDING CHAPTER 11.95 MASSAGE THERAPISTS

That Title 11 Peace, Morals and Safety of the Moreno Valley Municipal Code is hereby amended by adding Chapter 11.95 Massage Therapists, as follows:

Chapter 11.95

Massage Therapists

11.95.010 Business license required.

A. Massage therapist business license. Any person engaged in the business of massage as defined in the Massage Therapy Act, commencing with Section 4600 of Division 2 of the California Business and Professions Code (the "Act") and licensed or certified by the state pursuant to the provisions of the Act, if they are sole providers as defined in Section 4601 of the Act or working as an independent contractor, shall obtain a business license pursuant to this chapter prior to providing any massage services within the city.

B. Bona fide employees. Notwithstanding the foregoing, if a massage therapist provides their services solely through an employer licensed pursuant to Chapter 11.96, then no business license shall be required of the massage therapist.

11.95.020 Business license application.

A. A massage therapist applicant shall, in addition to providing the information required for the business license application, provide the following:

1. The age of applicant;
2. Proof that applicant is certified or licensed by the state pursuant to the Massage Therapy Act; and
3. A certified statement under penalty of perjury that the applicant has not been convicted of any of the offenses that are grounds for denial of the subject business license application, as set forth in this chapter.

11.95.030 Grounds for denial.

A. Criminal convictions. A business license application under this chapter shall be denied upon:

1. Proof that the applicant has been convicted of a violation of Section 266i, 315, 316, 318, or subdivision (b) of Section 647 of the Penal Code or proof that the applicant has been convicted in any other state of any offense which, if committed or attempted in this state, would have been punishable as one or more of the above-mentioned offenses of the aforementioned Penal Code sections; or

2. Proof that the applicant has been convicted of any felony offense involving the sale of a controlled substance specified in Section 11054, 11055, 11056, 11057, or 11058 of the Health and Safety Code or proof that the applicant has been convicted in any other state of any offense which, if committed or attempted in this state, would have been punishable as one or more of the above-mentioned offenses of the aforementioned Health & Safety Code sections.

B. Sex offender registration. A business license application under this chapter shall be denied upon proof that the applicant is required to register under the provisions of Section 290 of the Penal Code.

C. Incomplete application. A business license application under this chapter shall be denied upon a showing by the city that the applicant has not submitted a complete business license application and all the additional information required of an applicant for a business license.

D. False information. A business license application under this chapter shall be denied upon a showing by the city that the applicant has submitted false information in the business license application or in the additional information required by this chapter.

11.95.040 Violations.

A. Public Nuisance. Any violation of the provisions of this chapter is unlawful and a public nuisance.

B. Misdemeanor. Any violation of the provisions of this chapter shall constitute a misdemeanor violation and upon conviction thereof any violation shall be punishable by a fine not to exceed one thousand dollars (\$1,000.00), or by imprisonment in the county jail for a period of not more than six months, or by both such fine and imprisonment. Each day a violation is committed or permitted to continue shall constitute a separate offense.

C. Administrative Citation. In lieu of issuing a misdemeanor citation, the city may issue an administrative citation, and/or assess an administrative fine pursuant to the procedures set forth in Title 1 of the Moreno Valley Municipal Code.

D. Additional Remedies. The remedies provided herein are not to be construed as exclusive remedies and, in the event of violation, the city may pursue any proceedings or remedies otherwise provided by law.

SECTION 5. AMENDMENT OF TITLE 11 PEACE, MORALS AND SAFETY OF THE MORENO VALLEY MUNICIPAL CODE ADDING CHAPTER 11.96 SPA FACILITIES

That Title 11 Peace, Morals and Safety of the Moreno Valley Municipal Code is hereby amended by adding Chapter 11.96 Spa Facilities, as follows:

Chapter 11.96

SPA FACILITIES

11.96.010 Business license required.

A. Spa facility business license. The owner or owners of a spa facility business, which means a “massage establishment” or “establishment” as defined by the Massage Therapy Act, commencing with Section 4600 of Division 2 of the California Business and Professions Code (the “Act”), whether operated by a sole provider as defined in Section 4601 of the Act or through the use of employees and/or independent contractors shall be required to obtain a business license pursuant to this chapter prior to operating a spa facility within the city.

B. Supplemental business license. A supplemental business license shall be required for all spa facilities operating in existing hotels.

11.96.020 Business license application.

An applicant who intends to operate a spa facility shall, in addition to providing the information required for a business license application, provide the following:

1. The name of applicant and all applicant’s current and prospective employees and independent contractors who will be providing massage services;
2. The business name, proposed business address of the spa facility and its telephone number;
3. Proof that all applicant’s employees are certified or licensed by the state pursuant to the Massage Therapy Act, commencing with Section 4600 of Division 2 of the California Business and Professions Code;
4. The proposed hours of operation of the applicant’s business;
5. Whether any food or beverages will be served at applicant’s business;
6. Whether any non-massage business activities will be conducted on the premises of applicant’s business; and

7. A certified statement under penalty of perjury that the applicant and none of the applicant's current or prospective employees, independent contractors and/or operators have been convicted of any of the offenses that are grounds for denial of the subject business license application.

11.96.030 Business license expiration.

A business license issued under this chapter shall expire on December 31st of the calendar year for which it was issued, but may be renewed for the subsequent year upon the submittal and approval of a business license renewal application for the subsequent calendar year through December 31st of that year.

11.96.040 Definitions.

All words, terms and phrases used or referenced herein that are defined in the Massage Therapy Act shall have the same meanings ascribed to them in the Act.

11.96.050 Grounds for denial.

A. Criminal convictions. A business license application under this chapter shall be denied by the city upon:

1. Proof that the applicant or any of its employees, independent contractors or operators have been convicted of a violation of Section 266i, 315, 316, 318, or subdivision (b) of Section 647 of the Penal Code or proof that the same have been convicted in any other state of any offense which, if committed or attempted in this state, would have been punishable as one or more of the above-mentioned offenses of the aforementioned Penal Code sections; or

2. Proof that the applicant or any of its employees, independent contractors or operators have been convicted of any felony offense involving the sale of a controlled substance specified in Section 11054, 11055, 11056, 11057, or 11058 of the Health and Safety Code or proof that the same have been convicted in any other state of any offense which, if committed or attempted in this state, would have been punishable as one or more of the above-mentioned offenses of the aforementioned Health & Safety Code sections.

B. Sex offender registration. A business license application under this chapter shall be denied upon a showing by the city upon proof that the applicant or any of its employees, independent contractors or operators are required to register under the provisions of Section 290 of the Penal Code.

C. Incomplete application. A business license application under this chapter shall be denied upon a showing by the city that the applicant has not submitted a complete business license application and all the additional information required by this chapter.

D. False information. A business license application under this chapter shall be denied upon a showing by the city that the applicant submitted false information in the business license application or in the additional information required of business license applicants as required by this chapter.

E. Non-permitted use. A business license application under this chapter shall be denied upon a showing by the city that the proposed massage activities set forth in the applicant's business license application are not permitted under Title 9 of the Moreno Valley Municipal Code.

11.96.060 CAMTC certification required.

It shall be unlawful for a spa facility to provide massage for compensation unless all individuals employed by the spa facility to perform massage, whether as an employee, independent contractor, or sole provider, are CAMTC-certified massage professionals.

11.96.070 Hours of operation.

A spa facility may operate only between the hours of 6:00 a.m. to 9:00 p.m.

11.96.080 Alcohol prohibited.

No spa facility shall provide or offer any alcoholic beverage to a patron during the course of providing or offering to provide any massage therapy service.

11.96.090 Disinfecting of Instruments.

All spa facilities shall maintain adequate equipment for disinfecting and sterilizing nondisposable instruments and materials used in administering massages. Such nondisposable instruments and materials shall be disinfected after use on each patron.

11.96.100 Facility maintenance.

All spa facilities shall maintain walls, ceilings, floors, pools, showers, bathtubs, water basins, toilets, wet and dry heat rooms, steam or vapor rooms and cabinets and all other facilities in good repair and in a clean and sanitary condition. Showers, water basins, toilets, wet and dry heat rooms, steam or vapor rooms, and cabinets and compartments shall be thoroughly cleaned at least once each day the spa facility is in operation. Bathtubs shall be thoroughly cleaned after each use.

11.96.110 Towels, sheets and linens.

All spa facilities shall provide clean and sanitary towels, sheets and linens for each patron. No common usage of towels, sheets and linens shall be permitted. Towels, sheets and linens shall be provided in sufficient quantity and shall not be used by more than one person unless such towels, sheets and linens have been re-laundered. Heavy

white paper may be substituted for sheets; provided, however, that such paper is used only for one person and then discarded into a sanitary receptacle. Separate closed cabinets or containers shall be provided for the storage of clean and soiled towels, sheets and linens, and such cabinets or containers shall be plainly marked: clean linen and soiled linen. In addition, cover pads used on massage tables shall be made of durable, washable plastic or other waterproof material.

11.96.120 List of services display.

All spa facilities shall post a list of services available, described in readily understandable language, and the cost of such services in a conspicuous place on the premises.

11.96.130 Inspections.

The police or the code compliance division shall from time to time make inspection of each spa facility for the purposes of determining that the provisions of this chapter are fully complied with. It is unlawful for any applicant under this chapter to fail to allow such inspection officer access to the premises or hinder such officer in any manner.

11.96.140 Notifications.

A spa facility shall immediately report to the business license department any of the following:

1. Arrest of any employees or owners of the spa facility for an offense other than a misdemeanor traffic offense;
2. Resignations, terminations, or transfers of massage professionals employed by the spa facility; and
3. The occurrence of any event involving the spa facility or the massage professionals employed therein that constitutes a violation of this Chapter, Chapter 11.95 or any state or federal law.

11.96.150 Violations.

A. Public Nuisance. Any violation of the provisions of this chapter is unlawful and a public nuisance.

B. Misdemeanor. Any violation of the provisions of this chapter shall constitute a misdemeanor violation and upon conviction thereof any violation shall be punishable by a fine not to exceed one thousand dollars (\$1,000.00), or by imprisonment in the county jail for a period of not more than six months, or by both such fine and imprisonment. Each day a violation is committed or permitted to continue shall constitute a separate offense.

C. Administrative Citation. In lieu of issuing a misdemeanor citation, the city may issue an administrative citation, and/or assess an administrative fine pursuant to the procedures set forth in Title 1 of the Moreno Valley Municipal Code.

D. Additional Remedies. The remedies provided herein are not to be construed as exclusive remedies and, in the event of violation, the city may pursue any proceedings or remedies otherwise provided by law.

SECTION 6. CEQA FINDING

That the City Council hereby finds that this ordinance is exempt from the requirements of CEQA pursuant to Title 14 of the California Code of Regulations Section 15061(b)(3) because the proposed business license scheme and operational regulations set forth herein would not have the potential for causing a significant effect on the environment. The City Council, therefore, directs that a Notice of Exemption be filed with the County Clerk of the County of Riverside in accordance with CEQA Guidelines.

SECTION 7. SEVERABILITY

That the City Council declares that, should any provision, section, paragraph, sentence or word of this ordinance be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences or words of this ordinance as hereby adopted shall remain in full force and effect.

SECTION 8. REPEAL OF CONFLICTING PROVISIONS

That all the provisions of the Municipal Code as heretofore adopted by the City of Moreno Valley that are in conflict with the provisions of this ordinance are hereby repealed.

SECTION 9. EFFECTIVE DATE

This Urgency Ordinance is adopted pursuant to Government Code Section 36937 and shall take effect immediately upon adoption by a four-fifths (4/5ths) vote of the City Council.

SECTION 10. CERTIFICATION

That the City Clerk shall certify to the adoption of this ordinance and cause the same to be published according to law.

APPROVED AND ADOPTED this 24th day of November, 2015.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Attachment: Urgency Ordinance No. 909 - Message [Revision 1] (1766 : URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF

URGENCY ORDINANCE JURAT

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.
CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Urgency Ordinance No. 909 was read and duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 24th day of November, 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

Attachment: Urgency Ordinance No. 909 - Message [Revision 1] (1766 : URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF

Exhibit A**REPEALED****CHAPTER 11.06 (MASSAGE)**

Pursuant to the attached Ordinance, Chapter 11.06 of the Moreno Valley Municipal Code is hereby repealed in its entirety.

~~11.06.010 Findings and purpose.~~

~~—The city council finds and declares as follows:~~

~~—A. The permit requirements and restrictions imposed by this chapter are reasonably necessary to protect the health, safety and welfare of the citizens of the city of Moreno Valley.~~

~~—B. The city of Moreno Valley is authorized, by virtue of the State Constitution and Section 51030 of the California Government Code, to regulate massage establishments and off-premises massage services by imposing reasonable standards relative to the skill and experience of massage operators and massage technicians and reasonable conditions on the operation of a massage establishment or off-premises massage service.~~

~~—C. There is risk of injury to massage clients by improperly trained and/or educated massage technicians and this chapter provides reasonable safeguards against injury and economic loss.~~

~~—D. There is opportunity for acts of prostitution and other unlawful sexual activity to occur in massage establishments and at off-premises massage locations. Courts have long recognized massage as a pervasively regulated activity and that massage establishments are often brothels in disguise. The establishment of reasonable standards for issuance of licenses and restrictions on operations would serve to reduce the risk of illegal activity.~~

~~—E. The restrictions and requirements contained in this chapter reduce the burdens on the police department and permit the deployment of police personnel in such a manner that more serious crime may be prevented and more serious laws enforced.~~

~~—F. The regulations and restrictions contained in this chapter tend to discourage massage establishments from degenerating into houses of prostitution and the means utilized in this chapter bear a reasonable and rational relationship to the goals sought to be achieved. (Ord. 552 § 1.2, 1999)~~

~~11.06.020 Definitions.~~

~~—For the purposes of this chapter, the following words, items and phrases shall have the meaning given herein:~~

~~—“Chief of police” means the police chief of the city of Moreno Valley or his or her designee.~~

~~—“City” means the city of Moreno Valley, California.~~

~~—“City council” means the city council of the city of Moreno Valley.~~

~~—“City manager” means the city manager of the city of Moreno Valley or his or her designee.~~

~~—“Convicted” or “conviction” means a plea or verdict of guilty, or a conviction following a plea of nolo contendere.~~

~~—“Employee” means any and all persons employed by the massage establishment or off-premises massage service who may render any service at, to, for, or in behalf of the massage establishment or off-premises massage service. “Employee” shall include independent contractors who provide massage services at, to, for, or in behalf of a massage establishment or off-premises massage service.~~

~~—“Health department” means the county of Riverside health services agency, department of public health.~~

~~—“License” means the license required by the provisions of this chapter to operate a massage establishment or off-premises massage service, and/or to engage in the administration of massage as a massage technician.~~

~~—“Manager” means any person authorized by a massage operator to act as a manager of a massage establishment or off-premises massage service at all times the massage establishment or off-premises massage service is open for business.~~

~~—“Massage” means any method of treating the external parts of the body for health, hygiene, relaxation, or any other reason or purpose, by pressure on, friction against, stroking, kneading, tapping, pounding, vibrating, rubbing, or any other manner of touching the external parts of the body by manual or mechanical means, with or without the aid of mechanical or electrical apparatus or appliances such as vibrators, infrared heat, sun lamps, external baths, or other similar apparatus or appliances commonly used in the practice of massage, with or without supplementary aids such as rubbing alcohol, liniment, antiseptic, oil, powders, creams, ointment, or other similar preparations commonly used in the practice of massage. The definition of massage also includes the practice of acupressure.~~

~~—“Massage establishment” means and includes any business conducted at a fixed location within the city where any person, firm, association, partnership, corporation or any other entity engages in, conducts, carries on or permits to be engaged in, conducted or carried on, the administration of massage, as defined in this chapter, of the human body for consideration of any kind. “Massage establishment” shall not include within its meaning the classes of individuals or businesses set forth in Section 11.06.050 while engaged in the performance of their duties.~~

~~—“Massage technician” means any person who practices or administers in the art of body massage, either by hands or with a mechanical or vibrating apparatus or appliance for the purpose of body massaging, reducing or contouring, or the use of oil rubs, heat lamps, hot and cold packs, tub, shower or cabinet baths, and who has made a study of the underlying principles of anatomy and physiology as generally included in a regular course of study by a recognized and approved school of massage. Massage technicians shall not diagnose or treat classified diseases, nor practice spinal or other joint manipulations, nor prescribe medicines or drugs. “Massage technician” includes the terms “massage therapist,” “massage practitioner,” “acupressurist” and “acupressure technician” within its definition.~~

~~—“Off-premises massage service” means and includes the practice of massage at any location within the city other than a massage establishment where any person, firm, association, partnership, corporation or any other entity engages in, conducts, operates or carries on, or~~

permits to be engaged in, conducted, operated or carried on, the administration of massage, as defined in this chapter, of the human body for consideration of any kind.

~~“Operator” or “massage operator” means any person, firm, association partnership, corporation or any other entity who has an ownership interest in a massage establishment or off-premises massage service and/or who manages or is responsible for the day to day operations of such business.~~

~~“Person” means any individual, association, partnership, joint venture corporation or any other legal entity.~~

~~“Practice of massage” means the performance of massage for compensation either at or away from the place of business.~~

~~“Recognized school” means a state of California approved private post-secondary educational institution as defined in Education Code Section 94302 which has for its purpose the teaching of the theory, method, profession, ethics, anatomical and physiological knowledge, and practice of a massage technician, and which school requires a resident course of study of the minimum standards prescribed by the state for graduation from such school or institution of learning showing the successful completion of such course of study. Schools offering a correspondence course not requiring actual attendance shall not be deemed a recognized school. (Ord. 552 § 1.2, 1999)~~

11.06.030 ~~Massage operator and/or massage technician license required.~~

~~A. No person shall engage in, conduct, operate or carry on, or permit to be engaged in, conducted, operated or carried on, in or upon any premises within the city a massage establishment, off-premises massage service, or the function of a massage technician without first obtaining and maintaining in effect a massage operator and/or massage technician license as required by this chapter.~~

~~B. No license shall be issued to any person who is not at least eighteen (18) years of age. (Ord. 552 § 1.2, 1999)~~

11.06.040 ~~Business license and home occupation permit required.~~

~~A. A massage establishment and off-premises massage service shall obtain and maintain a business license and pay the required business license fee for such business and occupation.~~

~~B. A massage technician that is an independent contractor shall obtain and maintain a business license and pay the required business license fee for such business and occupation.~~

~~C. In addition to a business license, any off-premises massage service that is operated as a home occupation shall obtain and maintain a home occupation permit as required by Section 9.02.130 of this code, as amended from time to time, and pay the required home occupation permit fee for such home occupation. No massage establishment may operate as a home occupation. (Ord. 552 § 1.2, 1999)~~

11.06.050 ~~Massage operator and/or massage technician license not required.~~

~~—The provisions of this chapter shall not apply to the following classes of individuals or businesses while engaged in the performance of their duties:~~

~~—A. Physicians, surgeons, chiropractors, osteopaths, nurses or any physical therapists who are duly licensed to practice their respective professions in the state of California, and persons working directly under the supervision of such licensed persons. “Working directly under the supervision” means that the person is an employee or independent contractor of the licensed person, is working at the same location as the licensed person, his or her work is checked and monitored by the licensed person, and the licensed person is physically on the premises where the massage services are being provided.~~

~~—B. Barbers, beauticians and cosmetologists who are duly licensed under the laws of the state of California while engaging in practices within the scope of their licenses, except that this provision applies solely to the massaging of the neck, face and/or scalp of customers.~~

~~—C. Hospitals, nursing homes, sanitariums or any other health care facility duly licensed by the state of California.~~

~~—D. Accredited high schools, junior colleges, colleges or universities whose coaches and trainers are acting within the scope of their employment.~~

~~—E. Trainers of amateur, semiprofessional or professional athletes or athletic teams while engaging in their training responsibilities for and with athletes; and trainers working in conjunction with a specific athletic event such as an outdoor road or bike race. (Ord. 552 § 1.2, 1999)~~

11.06.060 Fees.

~~—A. The city council shall establish by resolution, from time to time amended, the fees for the administration of this chapter. The city shall include in this resolution a health services fee schedule prescribing annual fees to be paid by the operator of a massage establishment or off-premises massage service, such fees to be paid directly to the health department and retained by the health department as reimbursement for services related to this chapter.~~

~~—B. Licenses and fees required under this chapter shall be in addition to any other license, permit or fee required under any other chapter of the Moreno Valley Municipal Code, or under any other local, county, state or federal law. (Ord. 552 § 1.2, 1999)~~

11.06.070 ~~Massage operator license application contents.~~

~~—A. Any person desiring to obtain a license to operate a massage establishment or off-premises massage service shall apply to the chief of police. Such application shall be on forms provided by the chief of police, and shall be accompanied by a nonrefundable application fee in such amounts as may be established from time to time by resolution of the city council. The application shall be signed by the applicant under penalty of perjury that the information provided is true and correct. Those who are permitted to sign the application include the~~

~~applicant, if an individual; at least one general partner, if a partnership; at least one officer or director, if a corporation; or at least one participant, if a joint venture or association. The chief of police shall not be required to act upon any application until such time as a completed application signed under penalty of perjury and the required application fee are submitted. Each applicant for a massage operator license shall submit all of the following information:~~

- ~~—1. The full and true name under which the business will be conducted;~~
- ~~—2. The present or proposed address where or out of which the business is to be conducted or operated;~~
- ~~—3. The following personal information concerning the applicant (as used in this subsection, the word “applicant” shall include not only the individual applicant signing on his or her own behalf, but also any other person authorized by this chapter to sign the application on behalf of the applicant):~~
 - ~~— a. The full and complete name of the applicant, including all aliases, nicknames, and any other name by which the applicant has been known,~~
 - ~~— b. The applicant’s current complete residence address and telephone number, including all residential addresses of the applicant for the eight years immediately preceding the date of the application,~~
 - ~~— c. The applicant’s California drivers license number or California identification card number,~~
 - ~~— d. The applicant’s social security number, unless otherwise prohibited by law,~~
 - ~~— e. The applicant’s gender, height, weight, hair color and eye color,~~
 - ~~— f. Two front faced color portrait photographs of the applicant at least two inches by two inches,~~
 - ~~— g. A complete set of fingerprints taken by the police department,~~
 - ~~— h. All criminal convictions, including pleas of nolo contendere, within the ten (10) years immediately preceding the application date, including those convictions dismissed or expunged pursuant to Penal Code Section 1203.4, but excluding minor traffic violations. Any traffic offense that is designated as a felony shall not be construed as a minor traffic offense. All injunctions for nuisances under Penal Code Section 1225 or similar laws shall also be listed. Each criminal conviction shall be listed by date and place of conviction, the nature of the offense committed, and the sentence therefor,~~
 - ~~— i. The complete massage operator and/or massage technician permit or license history of the applicant; whether such person has ever held any permit or license issued by any agency, board, city, county, territory, state or any other governmental or regulatory entity; the date of issuance of such permit or license; and whether the permit or license was denied, revoked or suspended and the reason therefor,~~
 - ~~— j. The complete business, occupation, and employment history of the applicant, including business addresses and telephone numbers, for the ten (10) years immediately preceding the date of the application, including but not limited to, the massage or similar business history and experience of the applicant,~~
 - ~~— k. Acceptable written proof that the applicant is at least eighteen (18) years of age;~~

- ~~—4. A complete list and definition of all massage and other services to be provided at the massage establishment, or through the off-premises massage service;~~
- ~~—5. A complete and current list of each massage technician or employee who is or will be providing massage services or otherwise employed at the massage establishment or off-premises massage service, including their name, current residence address, and current residence telephone number. A complete and current list of the managers or managing employees who are or will be principally in charge of and responsible for the operation of the massage establishment or off-premises massage service, including their name, current residence address, and current residence telephone number;~~
- ~~—6. 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 of each of its current officers, directors, and each stockholder holding more than five percent of that corporation;~~
- ~~—7. If the applicant is a partnership, the application shall set forth the names and residence address of each of the partners, including limited partners. If the applicant is a limited partnership, it shall furnish a copy of its certificate of limited partnership as filed with the county clerk. If one or more of the partners is a corporation, the provisions of this subsection pertaining to corporate applicants shall apply to the corporate partner;~~
- ~~—8. The applicant, if a corporation or partnership, shall designate one of its officers or general partners to act as its responsible managing officer/employee. Such person shall complete and sign all application forms required of an applicant under this chapter. The corporation's or partnership's responsible managing officer/employee must, at all times, meet all of the requirements of an applicant as set forth by this chapter, or the corporation or partnership license shall be suspended until a responsible managing officer/employee who meets such requirements is designated. If no such person is found within ninety (90) days of the date the application is filed, or the managing officer/employee no longer meets such requirements, whichever is later, the corporation or partnership application is deemed withdrawn and/or the license is deemed revoked and a new application for license must be filed;~~
- ~~—9. A description of any other business to be operated on the same premises, or on adjoining premises, that is owned, operated, controlled or managed by the applicant;~~
- ~~—10. The name and address of the owner and lessor of the real property upon, in or out of which the business 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 or off-premises massage service will be located on his or her property;~~
- ~~—11. Proof of massage practice professional liability insurance as required by this chapter;~~
- ~~—12. A certificate of compliance from the community economic development department director which certifies that the premises of the massage establishment and/or off-premises massage service meets all applicable codes and regulations must be submitted prior to application approval. Any required inspection fees shall be the responsibility of the applicant and are separate and not included within the application fee;~~
- ~~—13. A valid one year massage operator certificate obtained from the health department;~~

~~—14. Such other information and identification as the chief of police may require in order to discover the truth of the matters herein specified and as required to be set forth in the application.~~

~~—B. The applicant shall authorize the chief of police, the police department, the city, and their agents and employees, to seek information and to conduct an investigation into the truth of the statements set forth in the application and into the background of the applicant and the responsible managing officer/employee.~~

~~—C. The applicant shall submit in writing any change of address or fact that may occur during the process of applying for a massage operator license within fifteen (15) days of such occurrence.~~

~~—D. Each massage operator license issued pursuant to this chapter shall expire one year from the date of issuance. (Ord. 552 § 1.2, 1999)~~

~~11.06.080 Massage operator license issuance or denial.~~

~~—A. Upon receipt of a completed written application for a massage operator license, the chief of police shall have up to sixty (60) days to investigate the application and the background of the applicant. However, information made available to the chief of police after the sixty (60) day period indicating either failure of the applicant to meet the license requirements of this chapter, the omission of relevant information by the applicant or the inclusion of false or misleading information on the application may be used for purposes of suspension or revocation of, or denial of renewal of, any license granted.~~

~~—B. Upon the completion of the investigation, the chief of police shall grant the license, with or without conditions, if the chief of police finds all of the following:~~

~~—1. The required fee has been paid;~~

~~—2. The application conforms in all respects to the provisions of this chapter and to other applicable laws;~~

~~—3. The applicant has not made a misrepresentation of any fact contained in the application;~~

~~—4. The applicant; the corporate stockholders, officers and directors; the general partners of the partnership; and the managing responsible officer/employee, has/have not been convicted within ten (10) years preceding the date of the application of a violation of California Penal Code Sections 266h, 266l, 314, 315, 316, 318, subsections (a) or (b) of Penal Code Section 647, or any other provision of law pursuant to which a person is required to register under the provisions of Penal Code Section 290, or where the court accepted a guilty or nolo contendere plea to a charge of a violation of Penal Code Section 415 or any lesser included or lesser related offense in satisfaction of, or as a substitute for, any of the previously listed crimes; and has/have not been convicted within ten (10) years immediately preceding the date of the application of a violation of Health and Safety Code Section 11550 or any offense involving the illegal sale, distribution or possession of a controlled substance specified in Health and Safety Code Sections 11054, 11055, 11056, 11057 or 11058; and has/have not been subjected to a permanent injunction against the conducting or maintaining of a nuisance pursuant to Penal~~

~~Code Sections 11225 through and including 11235, or any similar provisions of law in a jurisdiction outside of the state of California, within ten (10) years immediately preceding the date of the application. Convictions under the laws of other states for similar offenses shall be considered for purposes of this chapter;~~

~~—5. Within five years preceding the date of the application, the applicant or managing responsible officer/employee has not had a massage operator, massage technician, or other similar permit or license revoked or suspended by the city, or any other governmental or regulatory entity; and has not engaged in or operated a massage or similar establishment, or off-premises massage service, in a manner that would be grounds for revocation of a massage operator and/or massage technician license under this chapter; and has not owned or managed a massage or similar establishment, or off-premises massage service, where persons required to be licensed were allowed to work without the required licenses;~~

~~—6. The applicant is at least eighteen (18) years of age;~~

~~—7. The license would comply with all applicable laws, including, but not limited to, health, zoning, fire and safety requirements and standards;~~

~~—8. The applicant has submitted a valid one year massage operator certificate obtained from the health department;~~

~~—9. The applicant has not engaged in conduct that would constitute a violation of any of the provisions of this chapter within the two years immediately preceding the date of the application.~~

~~—C. If, following investigation of the applicant, the chief of police fails to make the findings stated in this section, the chief of police shall deny the application by written and dated notice to the applicant setting forth the reason(s) for the denial; advising the applicant of his or her right to appeal the decision pursuant to Section 11.06.240 of this chapter within ten (10) days of the date of the written notice of the action taken by the chief of police; and that the decision of the chief of police shall be final unless a timely appeal is filed.~~

~~—D. Each massage operator license issued pursuant to this chapter shall expire one year from the date of issuance. (Ord. 552 § 1.2, 1999)~~

~~11.06.090 Massage establishment and off-premises massage service operating requirements.~~

~~—A. No license to operate a massage establishment or off-premises massage service, or renewal thereof, including the renewal of a license issued prior to the adoption of this chapter, shall be issued unless an inspection by the chief of police or an authorized employee of the police department reveals that all operators and managers are in full compliance with all of the following conditions, and any and all other conditions specified by the chief of police in approving an application for an operator license:~~

~~—1. Each person employed or acting as a massage technician shall have a valid massage technician license issued by the chief of police which shall be clearly displayed and visible on the massage technician while on the premises of the massage establishment, or while otherwise engaged in the practice of massage. It is unlawful for any owner, manager, operator or responsible managing officer/employee to employ or permit a person to act as a massage~~

~~technician who is not in possession of a current valid massage technician license issued pursuant to this chapter. Every operator and/or manager of a massage establishment or off-premises massage service shall report to the chief of police any change of massage technicians, whether by new or renewed employment, discharge or termination on the form and in the manner required by the chief of police. The report shall include the name, address, and telephone number of the massage technician and the date of hire or termination. The report shall be made within fifteen (15) days of the change in employment status.~~

~~—2. The possession of a valid massage operator license does not authorize the possessor or any other person to perform work for which a massage technician license is required. No massage establishment shall be open for business without having at least one massage technician holding a current valid massage technician license on-duty at all times when such massage establishment is open for business. No off-premises massage service shall provide massage services by anyone who does not hold a current valid massage technician license.~~

~~—3. Massage services shall be provided or given only between the hours of six a.m. and ten-thirty p.m. No massage establishment shall be open, and no customer shall be in the establishment, between ten-thirty p.m. and six a.m. No off-premises massage services shall be provided or given before six a.m. or after ten-thirty p.m.~~

~~—4. A list of services available and the cost of such services shall be posted in an open and conspicuous public place within the premises lobby, and shall be described in readily understandable English language. A written list of services available and the cost of such services shall be provided to each patron of an off-premises massage service prior to any massage services being provided and shall be described in readily understandable English language. No owner, manager, operator, responsible managing officer/employee or massage technician shall permit, allow, offer or perform any service other than those posted or listed as required by this chapter.~~

~~—5. The massage operator license and a copy of the license of each and every massage technician employed at the massage establishment, whether on-duty or not, shall be displayed in an open and conspicuous public place within the premises lobby. A copy of the massage operator license of every off-premises massage service shall be on the person of every licensed massage technician and shall be displayed upon demand.~~

~~—6. No person granted a massage operator license or massage technician license pursuant to this chapter shall use any name, or conduct business under any designation, not specified on the license.~~

~~—7. Except to the extent required, in writing, by a California licensed medical practitioner, no massage technician, or any other person, shall massage the genitals or anal area of any patron, or the breast(s) of any female patron, nor shall any operator or manager of a massage establishment or off-premises massage service allow or permit any such massage or touching. No massage operator, manager, massage technician, or any other person shall be present in any room with another person unless the person's genitals, gluteal crease, anus and, in the case of female patrons, the breasts are fully covered.~~

~~—8. All massage establishments licensed pursuant to this chapter shall have a manager on the premises at all times the massage establishment is open. All off-premises massage services~~

~~shall have a manager available by telephone at all times that massage services are being provided. The massage operator shall file a statement, in writing, with the chief of police, designating the person(s) with authority to act as a manager within fifteen (15) days of hire, rehire, appointment or reappointment. Every massage operator, massage establishment manager and off-premises massage service manager shall certify under penalty of perjury that the massage operator, and every manager listed in the statement, has read, understands and agrees to comply with the provisions of this chapter.~~

~~—9. An operator and/or on-duty manager of any massage establishment or off-premises massage service shall be personally responsible for the conduct of all employees and massage technicians while they are on the premises of the massage establishment and/or providing massage services. Any act or omission of any employee or massage technician constituting a violation of this chapter shall be deemed an act or omission of the operator and/or on-duty manager for purposes of determining whether the massage operator license shall be suspended, revoked, denied or renewed.~~

~~—10. Every massage establishment and off-premises massage service shall keep a written record of the date and hour of each service provided; the name of each patron, and the service received; and the name of the massage technician providing the service. Such records shall be open to inspection by city officials charged with enforcement of this chapter, including the police department and the city attorney; the operator and/or manager of a massage establishment or off-premises massage service shall not use these records for any purpose other than as records of services provided and may not provide such records to other parties. Such records shall be retained on the premises of the massage establishment and at the business office of the off-premises massage service for a period of two years.~~

~~—11. Massage establishments shall, at all times, be equipped with an adequate supply of clean sanitary towels, coverings and linens. Clean towels, coverings and linens shall be stored in enclosed cabinets. Towels, coverings and linens shall not be used on more than one patron, unless they have first been laundered and disinfected. Disposable towels and coverings shall not be used on more than one patron. Soiled linens and disposable products shall be deposited in separate receptacles approved by the city. Each massage establishment shall provide to all patrons clean, sanitary and nontransparent coverings capable of covering the genital area, gluteal crease, anal area and female breasts. Off-premises massage services shall, at all times, have available at the site where massage services are being provided an adequate supply of clean sanitary towels, coverings and linens. Towels, coverings and linens shall not be used on more than one patron, unless they have first been laundered and disinfected. Disposable towels and coverings shall not be used on more than one patron. Soiled linens and disposable products shall be removed from the location where massage services are provided by the massage technician and deposited in separate receptacles approved by the city. Each off-premises massage service shall provide to all patrons clean, sanitary and nontransparent coverings capable of covering the genital area, gluteal crease, anal area and female breasts.~~

~~—12. Wet and dry heat rooms, steam or vapor rooms or cabinets, toilet rooms, shower and bath rooms, tanning booths, whirlpool baths and pools shall be thoroughly cleaned and disinfected as needed, and at least once each day the premises are open, with a disinfectant approved by the health department. Bathtubs shall be thoroughly cleaned after each use with a~~

disinfectant approved by the health department. All walls, ceilings, floors, and other physical facilities of the establishment must be in good repair and maintained in a clean and sanitary condition.

~~—13. Instruments utilized in performing massage shall not be used on more than one patron unless they have been sterilized, using sterilization methods approved by the health department.~~

~~—14. All employees, including massage technicians, shall wear clean, nontransparent outer garments. Such garments shall not expose the wearer's genitals, pubic areas, buttocks, or breasts.~~

~~—15. A massage table with a pad or mat not exceeding three inches in thickness shall be used for massage in all massage establishments and by all off-premises massage services. No bed or mattress shall be used for massage services, or placed on the floor in a massage establishment.~~

~~—16. No person shall engage in, conduct, operate or carry on the business of a massage establishment or off-premises massage service unless there is on file with the chief of police, and in full force and effect at all times, a certificate of insurance issued by an insurance company authorized to do business in the state of California evidencing that the massage operator is insured under a massage practice professional liability insurance policy as required by this chapter. Such certificate of insurance shall be provided to the chief of police at the time of filing the application for issuance or renewal of a massage operator license.~~

~~—17. If male and female patrons are treated at the same time at the massage establishment, separate massage rooms shall be provided for male and female patrons.~~

~~—18. No person shall be allowed to live inside the massage establishment at any time. All living quarters shall be separate from the massage establishment. No food of any kind shall be prepared or sold at the massage establishment unless an appropriate food vending permit is first obtained.~~

~~—19. No person shall enter, be in or remain in any part of a massage establishment licensed under this chapter while in possession of, consuming, using or under the influence of any alcoholic beverage or controlled substance. The operator and/or manager shall be responsible to ensure that no such person shall enter or remain on the premises of the massage establishment. Service of alcoholic beverages shall not be permitted upon the premises of the massage establishment, or by any massage technician or employee of a massage establishment or off-premises massage service.~~

~~—20. No electrical, mechanical or other device shall be used by the operator, manager, employee, or massage technician of the massage establishment or off-premises massage service for audio and/or video recording or for monitoring the performance of a massage, or the conversation or other sounds in the massage rooms without the knowledge and written consent of the patron. No massage cubicle, booth, room or other massage area of a massage establishment may be fitted with a two-way mirror, audio recording equipment, video recording equipment, or any other recording, eavesdropping or monitoring devices or equipment.~~

~~—21. The operator and/or on-duty manager of the massage establishment and off-premises massage service shall keep a complete and current list of the names and residence addresses~~

~~of all managers, employees and massage technicians of the massage establishment or off-premises massage service. This list shall be kept on the premises of the massage establishment or at the business office of the off-premises massage service and shall be available for inspection by the city's building and safety officials, code compliance officers, fire department and police department, the health department, and any other official charged with enforcement of this chapter.~~

~~—22. All massage establishments shall comply with all state and federal laws and regulations for handicapped patrons.~~

~~—23. All interior, reception, hallway and front exterior doors (except separate office doors, and side or back exterior doors used solely for employee entrance and exit from the massage establishment) shall be unlocked during business hours, except as may be permitted by applicable law. No massage service may be provided within any cubicle, booth, room or other area within a massage establishment which is fitted with a lock of any kind (e.g., locking door knob, padlock, dead bolt, sliding bar or other locking device), unless the door is an exterior door permitted to be locked during business hours.~~

~~—24. The chief of police may require that the following notice be posted in the event that any operator, manager, employee, or massage technician of the massage establishment or any person who has been aided and abetted by any operator, manager, employee, or massage technician of the massage establishment has been found to have committed any of the offenses listed in Sections 11.06.080(B)(4), 11.06.090(A)(7) or (A)(20), 11.06.160(B)(4) or (B)(6), 11.06.170(A), (B), (C), (F) or (H), or 11.06.220 of this chapter, after full hearing by administrative proceeding or state court:~~

~~—NOTICE TO ALL PATRONS~~

~~—THIS MESSAGE ESTABLISHMENT AND THE MESSAGE ROOMS DO NOT PROVIDE COMPLETE PRIVACY AND ARE SUBJECT TO INSPECTION BY THE MORENO VALLEY POLICE DEPARTMENT WITHOUT PRIOR NOTICE.~~

~~—a. The notice set forth above shall be prepared and issued by the chief of police.~~

~~—b. The notice shall be conspicuously posted in a location within the massage establishment lobby that is easily visible to any person entering the massage establishment premises, and in each massage cubicle, booth, room or other massage area. The notice shall remain posted for twelve (12) months following the date it is first posted.~~

~~—c. The requirement for posting the notice described in this section is cumulative and in addition to any and all other remedies, violations, and penalties set forth in this chapter, or in other applicable state and federal law, or in the Moreno Valley Municipal Code. (Ord. 552 § 1.2, 1999)~~

11.06.100 Massage establishment facilities regulations.

~~—Every massage establishment shall maintain facilities that comply with all of the following requirements:~~

~~—A. A recognizable and legible sign shall be posted at the main entrance identifying the business as a massage establishment, which sign shall comply with the provisions of Title 9 of the Moreno Valley Municipal Code.~~

~~—B. Minimum lighting shall be provided in accordance with the Uniform Building Code and the National Electrical Code; and, in addition, at least one artificial light of not less than twenty-five (25) watts shall be provided in each room or enclosure where massage services are performed on patrons and shall conform to minimum standards set forth by the health department.~~

~~—C. Minimum ventilation shall be provided in accordance with the Uniform Building Code.~~

~~—D. Adequate equipment for disinfecting and sterilizing instruments used in providing massage services shall be provided.~~

~~—E. Closed cabinets shall be provided for the storage of clean linens.~~

~~—F. Adequate dressing, locker and toilet facilities shall be provided for patrons.~~

~~—G. A minimum of one wash basin for employees with hot and cold running water and soap or detergent shall be provided at all times. The basin shall be located within, or as close as practicable to, the area devoted to the performing of massage services. Sanitary towels shall also be provided at each basin.~~

~~—H. Pads used on massage tables shall be covered with material acceptable to the health department.~~

~~—I. Proof of compliance with all applicable provisions of the Moreno Valley Municipal Code shall be provided prior to the issuance of any license.~~

~~—J. Off-premises Massage Service. Any massage technician who provides massage at any hotel or motel, shall first notify the owner, manager or person in charge of the hotel or motel that such massage technician intends to provide massage to a person or persons registered at the hotel or motel and give such owner, manager or person in charge the name on his or her massage technician license. (Ord. 552 § 1.2, 1999)~~

11.06.110 Inspection by officials.

~~—Upon the issuance of a massage operator license and/or massage technician license, the operator, manager and/or massage technician consents to the inspection of the massage establishment by the city's building and safety officials, code compliance officers, fire department and police department and the health department, for the purpose of determining that the provisions of this chapter, and all other applicable laws or regulations, are being met, including, but not limited to, building and safety, fire, electrical, plumbing, and health and welfare. The operator, manager and/or massage technician further consents to the inspection of the occupied massage rooms by the police department for the purpose of determining that the provisions of this chapter, and all other applicable laws or regulations, are being met upon occurrence of any of the conditions of this chapter which would require a posting of a notice to all patrons. No more than two such routine inspections shall occur in a twelve (12) month period~~

~~unless violations are found or complaints are received. Criminal investigations may be conducted as directed by the chief of police. During an inspection, the police department may verify the identity of persons on the premises of the massage establishment, including managers, employees and massage technicians. All inspections of the massage establishment shall be conducted during business hours. An operator, manager and/or massage technician is in violation of this section if they refuse to permit a lawful inspection of the premises as set forth herein. (Ord. 552 § 1.2, 1999)~~

11.06.120 Licenses not assignable.

~~—No massage operator or massage technician license may be sold, transferred or assigned by the licensee, or by operation of law, to any other person or persons; any such sale, transfer or assignment, or attempted sale, transfer or assignment shall be deemed to constitute a voluntary surrender of such license and such license shall thereafter be deemed terminated and void; provided and excepting, however, that if the holder of a massage operator license is a partnership and one or more of the partners should die, one (1) or more of the surviving partners may acquire, by purchase or otherwise, the interest of the deceased partner or partners without effecting a surrender or termination of such massage operator license and in each case the massage operator licensee shall thereafter be deemed to belong to the surviving partner(s). If the massage operator license is issued to a corporation, stock may be sold, transferred, issued or assigned to stockholders who have been named on the application. If any stock is sold, transferred, issued or assigned to a person not listed on the application as a stockholder, the massage operator license shall be deemed terminated and void unless the new stockholders are identified within fifteen (15) days of transfer and they meet all requirements under this chapter for stockholders. (Ord. 552 § 1.2, 1999)~~

11.06.130 Change of location or name.

~~—A change of location of a massage establishment or off-premises massage service may be approved by the city; provided, all city ordinances and other regulations are complied with. No massage operator licensee shall engage in, conduct, operate or carry on any massage establishment or off-premises massage service under any name or other designation not specified on the issued license. Any application for an expansion of a building or other place of business of a massage establishment or off-premises massage service shall require compliance with this chapter and any other applicable laws or provisions of the Moreno Valley Municipal Code. No expansion of a nonconforming location shall be permitted. (Ord. 552 § 1.2, 1999)~~

11.06.140 Massage technician—License required.

~~—No person shall engage in the business of massage or act as a massage technician unless the person holds a current valid massage technician license issued by the chief of police. Each massage technician license holder shall be issued a photo identification badge that will also serve as a massage technician license. The license holder shall display the massage technician~~

license on his or her person at all times while on the premises of the massage establishment, or while otherwise engaged in the practice of massage. (Ord. 552 § 1.2, 1999)

11.06.150 Massage technician license application contents.

~~—A. Any person desiring to obtain a massage technician license shall apply to the chief of police. Such application shall be on forms provided by the chief of police, and shall be accompanied by a nonrefundable application fee in such amounts as may be established from time to time by resolution of the city council. The application shall be signed by the applicant under penalty of perjury that the information provided is true and correct. The chief of police shall not be required to act upon any application until such time as a completed application signed under penalty of perjury and the required application fee are submitted. Each applicant for a massage technician license shall submit all of the following information:~~

- ~~—1. The full and complete name of the applicant, including all aliases and nicknames, and any other name by which the applicant has been known;~~
- ~~—2. The applicant's current complete residence address and telephone number, including all residential addresses of the applicant for the ten (10) years immediately preceding the date of the application;~~
- ~~—3. The applicant's California driver's license number or California identification card number;~~
- ~~—4. The applicant's social security number, unless otherwise prohibited by law;~~
- ~~—5. The applicant's gender, height, weight, hair color and eye color;~~
- ~~—6. Two front faced color portrait photographs of the applicant at least two inches by two inches;~~
- ~~—7. A complete set of fingerprints taken by the police department;~~
- ~~—8. All criminal convictions, including pleas of nolo contendere, within the ten (10) years immediately preceding the application date, including those convictions dismissed or expunged pursuant to Penal Code Section 1203.4, but excluding minor traffic violations. Any traffic offense that is designated as a felony shall not be construed as a minor traffic offense. All injunctions for nuisances under Penal Code Section 1225 or similar laws shall also be listed. Each criminal conviction shall be listed by date and place of conviction, the nature of the offense committed, and the sentence therefor;~~
- ~~—9. The complete massage operator and/or massage technician permit or license history of the applicant; whether such person has ever held any such permit or license issued by any agency, board, city, county, territory or state; the date of issuance of such permit or license; and whether such permit or license was denied, revoked or suspended, and the reason therefor;~~
- ~~—10. The complete business, occupation and employment history of the applicant, including business addresses and telephone numbers, for the eight years immediately preceding the date of the application, including but not limited to, the massage or similar business history and experience of the applicant;~~
- ~~—11. Acceptable written proof that the applicant is at least eighteen (18) years of age;~~

- ~~—12. Proof of massage practice professional liability insurance as required by this chapter;~~
- ~~—13. Such other information and identification as the chief of police may require in order to discover the truth of the matters herein specified and as required to be set forth in the application.~~
- ~~—B. The applicant shall authorize, in writing, the chief of police, or his or her authorized agent, employees of the police department, and the city and its agents and employees to seek information and to conduct an investigation into the truth of the statements set forth in the application and into the background of the applicant.~~
- ~~—C. The applicant must furnish either:~~
 - ~~—1. A diploma or certificate of graduation from a recognized school wherein the theory, method, profession, ethics, anatomical and physiological knowledge, and practice of massage is taught, as approved by the California state Department of Education, together with a certified transcript of the applicant's school records showing completion of a course of at least five hundred (500) hours; or~~
 - ~~—2. A diploma or certificate of graduation from an existing school or institution of learning outside the state of California, together with a certified transcript of the applicant's school records showing completion of at least five hundred (500) hours wherein the theory, method, profession, ethics, anatomical and physiological knowledge, and practice of massage is taught, and a copy of the school's approval by its state Department of Education.~~
- ~~—D. The applicant must furnish a valid one year massage technician certificate obtained from the health department.~~
- ~~—E. The applicant must furnish any other certificates and/or permits required by city, county, state and federal laws or regulations.~~
- ~~—F. The applicant must provide the massage establishment's or off-premises massage service's full name, address, and telephone number if the massage technician will be employed at an existing massage business. In the event the applicant seeks to commence a new massage business, an additional massage operator license application must be submitted.~~
- ~~—G. The applicant must furnish a certificate from a medical doctor licensed to practice in the state of California stating that the applicant has, within thirty (30) days immediately preceding the date of the application, been examined and found to be free of any contagious or communicable disease. Pursuant to Health and Safety Code Section 120975, and unless otherwise required by state or federal law, nothing in this chapter shall require testing or disclosure as to whether an applicant is infected with the human immunodeficiency virus (HIV). (Ord. 552 § 1.2, 1999)~~

~~11.06.160 Massage technician license issuance or denial.~~

- ~~—A. Upon receipt of a completed written application for a massage technician license, the chief of police shall have up to sixty (60) days to investigate the application and the background of the applicant.~~

~~—B. Upon the completion of the investigation, the chief of police shall grant the license, with or without conditions, if the chief of police finds all of the following:~~

- ~~—1. The required fee has been paid;~~
- ~~—2. The application conforms in all respects to the provisions of this chapter and to other applicable laws;~~
- ~~—3. The applicant has not made a misrepresentation of any fact contained in the application;~~
- ~~—4. The applicant has not been convicted within ten (10) years preceding the date of the application of a violation of California Penal Code Sections 266h, 266l, 314, 315, 316, 318, subsections (a) or (b) of Penal Code Section 647, or any other provision of law pursuant to which a person is required to register under the provisions of Penal Code Section 290, or where the court accepted a guilty or nolo contendere plea to a charge of a violation of Penal Code Section 415 or any lesser included or lesser related offense in satisfaction of, or as a substitute for, any of the previously listed crimes; and has not been convicted within ten (10) years immediately preceding the date of the application of a violation of Health and Safety Code Section 11550 or any offense involving the illegal sale, distribution, or possession of a controlled substance specified in Health and Safety Code Sections 11054, 11055, 11056, 11057 or 11058; and has not been subjected to a permanent injunction against the conducting or maintaining of a nuisance pursuant to Penal Code Sections 11225 through and including 11235, or any similar provisions of law in a jurisdiction outside of the state of California, within ten (10) years immediately preceding the date of the application. Convictions under the laws of other states for similar offenses shall be considered for purposes of this chapter;~~
- ~~—5. Within five years preceding the date of the application, the applicant has not had a massage operator, massage technician, or other similar permit or license revoked or suspended by the city, or any other state or local agency; and has not engaged in or operated a massage or similar establishment, or off-premises massage service, in a manner that would be grounds for revocation of a massage operator and/or massage technician license under this chapter; and has not owned or managed a massage or similar establishment, or off-premises massage service, where persons required to be licensed were allowed to work without the required licenses;~~
- ~~—6. The applicant has not been convicted of an act involving dishonesty, fraud, deceit, moral turpitude or an act of violence, which act or acts are substantially related to the qualifications, functions, or duties of a massage technician;~~
- ~~—7. Within five years immediately preceding the date of the application, the applicant has not engaged in conduct which would constitute a violation of any of the provisions of this chapter;~~
- ~~—8. The applicant is at least eighteen (18) years of age;~~
- ~~—9. The applicant has furnished either:~~
 - ~~—a. A diploma or certificate of graduation from a recognized school wherein the theory, method, profession, ethics, anatomical and physiological knowledge, and practice of massage is taught, as approved by the California State Department of Education, together with a certified transcript of the applicant's school records showing completion of a course of at least five hundred (500) hours, or~~

~~— b. A diploma or certificate of graduation from an existing school or institution of learning outside the state of California, together with a certified transcript of the applicant's school records showing completion of at least five hundred (500) hours wherein the theory, method, profession, ethics, anatomical and physiological knowledge, and practice of massage is taught, and a copy of the school's approval by its state Department of Education;~~

~~— 10. The applicant has submitted a valid one year massage technician certificate obtained from the health department;~~

~~— C. If, following investigation of the applicant, the chief of police cannot reasonably make the findings required in this section, the chief of police shall deny the application by written and dated notice to the applicant setting forth the reason(s) for the denial; advising the applicant of his or her right to appeal the decision pursuant to Section 11.06.240 of this chapter within fifteen (15) days of the date of the written notice of the action taken by the chief of police; and that the decision of the chief of police shall be final unless a timely appeal is filed.~~

~~— D. Each massage technician license issued pursuant to this chapter shall expire one year from the date of issuance. (Ord. 552 § 1.2, 1999)~~

11.06.170 Massage technician requirements.

~~— Every massage technician shall comply with all of the following requirements, and any other requirement or condition specified by the chief of police, upon issuance of a massage technician license:~~

~~— A. Except to the extent required, in writing, by a California licensed medical practitioner, no massage technician or other person shall massage the genitals or anal area of any patron, or the breast(s) of any female patron. No massage technician or other person, while performing any task or service associated with the massage business, shall be present in any room with another person unless the person's genitals, gluteal crease, anus, or in the case of female patrons, the breasts are fully covered.~~

~~— B. No massage technician or other person shall massage any patron unless the person's genitals, gluteal crease, anus, and in the case of female patrons, the breasts are fully covered at all times while the technician or other person is present in the same room as the patron.~~

~~— C. The massage technician shall wear, at all times when present in the massage establishment or while otherwise providing massage services, the photo identification license issued and prepared by the chief of police. Such photo identification license shall be provided upon demand to any employee of the police department or city charged with the enforcement of any provision of this chapter.~~

~~— D. Within fifteen (15) days of a change in employment, a change in the name of a massage establishment or off-premises massage service where the massage technician is employed, a change in the business address, or a change of home address, the massage technician shall:~~

~~— 1. Notify the chief of police, in writing, of such change;~~

~~— 2. Provide the police department with a current photo meeting the requirements of this chapter; and~~

~~—3. Obtain a new photo identification license setting forth the current correct information.~~

~~—E. No massage technician shall provide massage services at any massage establishment not specified on the massage technician license, for any off-premises massage service not specified on the massage technician license, or at an off-premises location not booked by an operator or manager of a licensed off-premises massage service specified on the massage technician license.~~

~~—F. While on the premises of a massage establishment or while otherwise performing massage services, a massage technician shall not use or give as their own any name other than that specified on the massage technician license.~~

~~—G. Massage technicians shall be fully clothed at all times while on the premises of a massage establishment or while otherwise performing massage services. Clothing shall be of a fully opaque, nontransparent material and provide complete covering of the genitals, pubic area, buttocks, gluteal crease, anus and breasts.~~

~~—H. No massage technician shall offer or perform any service that is not posted in an open and conspicuous public place within the lobby of a massage establishment or contained on a written list of services available provided by the off-premises massage service as required by this chapter.~~

~~—I. Every massage technician who provides massage services for an off-premises massage service shall, in addition to their massage technician license, carry with them on their person a copy of the massage operator license of the off-premises massage service and produce it upon demand.~~

~~—J. No person shall provide massage services, or engage in or practice as a massage technician, unless there is on file with the chief of police, and in full force and effect at all times, a certificate of insurance issued by an insurance company authorized to do business in the state of California evidencing that the massage technician is insured under a massage practice professional liability insurance policy as required by this chapter. Such certificate of insurance shall be provided to the chief of police at the time of filing the application for issuance or renewal of a massage operator license. (Ord. 552 § 1.2, 1999)~~

~~11.06.180 Insurance required.~~

~~—A. No person, association, partnership, corporation or other entity shall engage in, conduct, operate or carry on, or permit to be engaged in, conducted, operated or carried on, in or upon any premises within the city a massage establishment, off-premises massage service, or the function of a massage technician without first obtaining and maintaining in full force and effect at all times, a massage practice professional liability insurance policy issued by an insurance carrier licensed to do business in the state of California with minimum coverage of five hundred thousand dollars (\$500,000.00) for injury or death to any one person arising out of the operation of any massage establishment, off-premises massage service, and/or the provision of massage services.~~

~~—B. Licensed massage technicians may satisfy this requirement by being named as an additional insured under any such massage practice professional liability policy issued to the~~

~~massage establishment and/or off-premises massage service where they are licensed to provide massage services.~~

~~—C. Every massage operator and massage technician licensed pursuant to this chapter shall submit a certificate of insurance issued by an insurance carrier licensed to do business in the state of California evidencing proof of massage practice professional liability insurance prior to the issuance or renewal of a massage operator and/or massage technician license under this chapter. (Ord. 552 § 1.2, 1999)~~

11.06.190 New massage technicians—Notification.

~~—The operator and/or manager of a massage establishment or off-premises massage service shall notify the chief of police, in writing, of the name, address and telephone number of each person employed as a massage technician at such business within fifteen (15) days of the person first being employed. The requirements of this section are in addition to the other provisions of this chapter, and nothing contained herein shall relieve the operator and/or manager of a massage establishment or off-premises massage service of the responsibility of ascertaining, prior to employment, that said person has a current valid massage technician license. (Ord. 552 § 1.2, 1999)~~

11.06.200 Renewal of licenses.

~~—A. A then-current massage operator and/or massage technician license issued pursuant to this chapter may be renewed each year for one year; provided that, each of the following is found to be true by the chief of police:~~

~~—1. The current license has not been revoked, is not currently suspended and is not subject to a notice of violation, suspension or revocation;~~

~~—2. The licensee is in compliance with all requirements of federal, state and local law pertaining to the license and the operation and place of the business;~~

~~—3. The licensee files a written renewal application with the chief of police, on forms provided by the chief of police, and accompanied by a nonrefundable renewal fee in such amounts as may be established from time to time by resolution of the city council. The application shall be signed under penalty of perjury that the information provided in the renewal application is true, complete and correct by the applicant, if an individual; at least one general partner, if a partnership; at least one officer or director, if a corporation; or at least one participant, if a joint venture or association. The chief of police shall not be required to act upon any renewal application until such time as a completed and signed renewal application and renewal application fee are submitted;~~

~~—4. The licensee shall disclose any change in any information required for the chapter, and shall provide all other information requested by the chief of police in order to determine the truth of the matters set forth in the renewal application; and~~

~~—5. The renewal application is filed and complete in all respects, including the accompanying fee prior to the expiration of the license sought to be renewed.~~

~~—B. If an application for renewal of a massage operator and/or massage technician license is not received by the chief of police prior to expiration of the license sought to be renewed, the license is expired and no right or privilege to operate a massage establishment or off-premises massage service, or to provide massage services shall exist after expiration of the license. The licensee shall have no right to renew a massage operator and/or massage technician license after the expiration of the current license and the licensee must complete a new application for a license and meet all of the conditions and requirements for the issuance of a new license.~~

~~—C. Upon timely and complete filing of a renewal application, the current license shall be extended until such time as the chief of police completes any necessary investigation and background check and notifies the licensee of a decision to grant or deny the renewal. The extension of the current license shall not exceed sixty (60) days after the original date of expiration. If the chief of police has not denied the renewal within such sixty (60) day period, the renewal shall be deemed granted, subject to the outcome of any unfinished investigation or background check. A decision to grant the renewal license, with or without conditions, shall be based upon whether the chief of police can reasonably make all of the findings required in Sections 11.06.080 and/or 11.06.160 of this chapter in light of all known facts, considering the application information, investigation and background check. When granted, a license renewal shall be effective for one year from and after the date of expiration of the license sought to be renewed. If the chief of police cannot reasonably make the required findings, the chief of police shall deny the renewal application by written dated notice to the applicant setting forth the reason(s) for the denial; advising the applicant of his or her right to appeal the decision pursuant to Section 11.06.240 of this chapter within ten (10) days of the date of the written notice of the action taken by the chief of police; and that the decision of the chief of police shall be final unless a timely appeal is filed. (Ord. 552 § 1.2, 1999)~~

~~11.06.210 Application of regulations to existing massage establishments, off-premises massage services and massage technicians.~~

~~—A. The provisions of this chapter shall be applicable to all persons and businesses whether or not the business was established before or after the effective date of this chapter.~~

~~—B. Existing massage operator and massage technician licenses shall continue in effect until expiration. All existing massage technician licensees shall have an additional twenty-four (24) months from the effective date of this chapter to meet and comply with the five hundred (500) hour training requirement only.~~

~~—C. All legally existing massage establishments as of the effective date of this chapter shall be allowed to remain at their present locations as legal nonconforming uses pursuant to the provisions of Section 9.02.180 of the Moreno Valley Municipal Code, as from time to time amended.~~

~~—D. Commencing on the effective date of this chapter, all operator and massage technician licenses are to be issued in accordance with the provisions of this chapter except as provided in this section. (Ord. 552 § 1.2, 1999)~~

11.06.220 Prohibited conduct.

- A. The following specific conduct is unlawful and shall constitute a misdemeanor:
- 1. It is unlawful for any person to operate or manage a massage establishment or off-premises massage service without first obtaining all licenses and permits as required by this chapter and other applicable state and federal laws, and/or provisions of the Moreno Valley Municipal Code.
 - 2. It is unlawful for any person to provide massage services without first obtaining all licenses and permits as required by this chapter and other applicable state and federal laws, and/or provisions of the Moreno Valley Municipal Code.
 - 3. It is unlawful for a massage technician to provide any massage services independently, or at any massage establishment or in behalf of any off-premises massage service not specified on the massage technician license. It is unlawful for a massage technician to provide any massage services at an off-premises location unless approval for off-premises massage services is clearly indicated on the massage technician license. It is unlawful for any massage technician to provide massage services at any off-premises location within the city that is not booked by the off-premises massage service listed on the massage technician license.
 - 4. If during the life of a massage operator and/or massage technician license there is any change in information concerning the original application, notification must be made to the chief of police, in writing, within fifteen (15) days of the change. Failure to notify the chief of police of such changes is unlawful.
 - 5. It is unlawful for any operator or manager of a massage establishment or off-premises massage service to allow or permit massage services to be provided by any person who does not have a current valid massage technician license.
 - 6. It is unlawful for any massage establishment to be open for business without having at least one massage technician holding a current valid massage technician license on-duty at all times when such massage establishment is open for business.
 - 7. It is unlawful for any operator or manager of a massage establishment or off-premises massage service, or for a massage technician, to provide, or allow to be provided, any massage services between the hours of ten-thirty p.m. and six a.m., or for a massage establishment to be open and/or allow customers to be present on the premises of a massage establishment between the hours of ten-thirty p.m. and six a.m.
 - 8. It is unlawful for any person to use any name, or conduct business under any designation, not specified on the massage operator or massage technician license.
 - 9. It is unlawful, except to the extent required, in writing, by a California licensed medical practitioner, for any massage technician, or any other person, to massage the genitals or anal area of any patron, or the breast(s) of any female patron, or for any operator or manager of a massage establishment or off-premises massage service to allow or permit any such massage or touching. It is unlawful for any massage operator, manager, massage technician, or any other person to be present in any room with another person unless the person's genitals, gluteal crease, anus and, in the case of female patrons, the breasts are fully covered.

~~—10. It is unlawful for any operator, manager or employee of a massage establishment or off-premises massage service, or massage technician, to be other than fully clothed in clean, nontransparent outer garments. It is unlawful for such garments to expose the wearer's genitals, pubic areas, buttocks or breasts.~~

~~—11. It is unlawful for any operator or manager of a massage establishment to allow any person to live inside the massage establishment at any time. It is unlawful for any operator or manager of a massage establishment to allow food of any kind to be prepared or sold at the establishment unless an appropriate food-vending permit is first obtained.~~

~~—12. It is unlawful for any operator or manager of a massage establishment to allow any person to enter, be in or remain in any part of a massage establishment licensed under this chapter while in possession of, consuming, using or under the influence of any alcoholic beverage or controlled substance. It is unlawful for any operator or manager of a massage establishment or off-premises massage service, massage technician, or any other person to serve, or allow or permit to be served, any alcoholic beverages or controlled substances on the premises of the massage establishment or to any patron or other person receiving massage services.~~

~~—13. It is unlawful to keep condoms in a massage establishment at any time, or on the person of a massage technician at all times while on the premises of a massage establishment or while otherwise providing massage services booked by an off-premises massage service.~~

~~—14. It is unlawful for any operator or manager of a massage establishment, or massage technician, to provide, or allow to be provided, any massage services within any cubicle, booth, room or other area within a massage establishment which is fitted with a lock of any kind (e.g., locking door knob, padlock, dead bolt, sliding bar, or other locking device), unless the door is an exterior door permitted to be locked during business hours.~~

~~—15. It is unlawful for any operator or manager of a massage establishment or off-premises massage service, or a massage technician, to offer or perform, or allow to be offered or performed, any service that is not posted in an open and conspicuous public place within the lobby of a massage establishment or contained on a written list of services available provided by the off-premises massage service as required by this chapter.~~

~~—16. It is unlawful for any operator or manager to allow any massage establishment or off-premises massage service to operate as a school of massage, or for the facilities of the massage establishment or off-premises massage service to be used as a school of massage.~~

~~—17. It is unlawful for any operator or manager of a massage establishment or off-premises massage service, and/or massage technician, to place, publish or distribute, or allow or cause to be placed, published or distributed any advertising matter that depicts any portion of the human body for which massage services are not permitted under this chapter. It is unlawful for any operator or manager of a massage establishment or off-premises massage service, and/or a massage technician, to use, or allow or cause to be used, any language in the text of any advertising matter that suggests that any services may be available other than those massage services permitted by this chapter.~~

~~—18. It is unlawful for any operator or manager of a massage establishment or off-premises massage service, and/or massage technician, to provide, or allow or cause to be provided, any~~

~~massage services within any cubicle, booth, room or other area which is fitted with two-way mirrors, video recording devices or equipment, or audio recording devices or equipment. It is unlawful for any operator or manager of a massage establishment or off-premises massage service, and/or massage technician, to record, or allow or cause to be recorded, any sounds or images of any patron without first obtaining the written permission of such patron.~~

~~—B. All other violations of the provisions of this chapter shall constitute an infraction. (Ord. 552 § 1.2, 1999)~~

~~11.06.230 Suspension or revocation—Grounds—Hearing.~~

~~A. The chief of police may suspend a massage operator license, or massage technician license, if any of the following grounds are found to exist:~~

~~1. The licensee has provided incomplete information on the application or renewal application for a license under this chapter; or~~

~~2. The licensee, operator, manager or massage technician is in violation of, or fails to comply with, any provision in the license conditions or other conditions, requirements and/or provisions of this chapter that do not constitute a misdemeanor unless otherwise indicated in subsection C of this section.~~

~~B. A suspension of any license issued pursuant to this chapter by the chief of police shall be for a period of thirty (30) days. If the licensee fails to correct the violations leading to the suspension before the expiration of the suspension period, the chief of police shall revoke the license. Suspension shall commence immediately upon expiration of the time for an appeal of the decision to suspend the license by the chief of police or his or her designee. Written notification of the decision to suspend the license shall be given by certified mail, return receipt requested, or by personal delivery to the licensee at the home or business address listed on the license. Written notification shall be dated and include the effective date of the suspension, the specific ground(s) for the suspension, the termination date of the suspension, a statement that the licensee has the right to appeal the suspension within fifteen (15) days of the date of the suspension pursuant to Section 11.06.240 of this chapter, that the decision to suspend the license shall be final if no timely appeal is filed, and that the licensee is required to surrender the suspended license to the police department within fifteen (15) days of the date of the notification if no appeal is filed. If, however, during the time the licensee has to appeal the decision to suspend the license, the licensee presents proof acceptable to the chief of police or his or her designee that the licensee has corrected the violation(s), the chief of police shall immediately withdraw the notice of suspension.~~

~~—C. The chief of police may revoke any massage operator license, or massage technician license, if any of the following grounds are found to exist:~~

~~—1. The licensee, operator, manager or massage technician fails to correct the violations leading to the suspension of the license before the expiration of the suspension period;~~

~~—2. The licensee fails to surrender a suspended license when required to do so pursuant to this chapter or court order;~~

- ~~—3. The licensee has two or more suspensions within a twenty-four (24) month period;~~
 - ~~—4. The licensee or other person signing the application in behalf of the licensee has provided inaccurate, misleading or false information in the application or renewal application for a license under this chapter;~~
 - ~~—5. The licensee fails to obtain, or maintain as current and in full force and effect, any and all other licenses, permits or insurance required under the provisions of this chapter;~~
 - ~~—6. The licensee, operator, manager or massage technician is convicted in a court of competent jurisdiction of any felony, or a misdemeanor involving moral turpitude;~~
 - ~~—7. The licensee, operator, manager or massage technician provides, or otherwise allows or causes to be provided, including solicitation, any massage services that tend to arouse, appeal to, or gratify the lust, passions or sexual desires of any person;~~
 - ~~—8. The licensee, operator, manager or massage technician impersonates another person of like or different name;~~
 - ~~—9. The licensee, operator, manager or massage technician allows, or otherwise causes, an unlicensed person to provide massage services in the massage establishment or at an off-premises location booked by the off-premises massage service;~~
 - ~~—10. The licensee does not possess the qualifications for a license as required by this chapter;~~
 - ~~—11. The licensee, operator or manager engages in or operates the massage establishment or off-premises massage service in a manner which violates or has violated any of the provisions of this chapter that constitute a misdemeanor, or any of the laws which would have been grounds for denial of the license. The licensee, operator, manager or massage technician provides, or allows or causes to be provided, any massage services that violates or has violated any of the provisions of this chapter that constitute a misdemeanor, or any of the laws which would have been grounds for denial of the license.~~
- ~~—D. A revocation of any license issued pursuant to this chapter by the chief of police shall commence immediately upon expiration of the time for an appeal of the decision to revoke the license by the chief of police or his or her designee. Written notification of the decision to revoke the license shall be given by certified mail, return receipt requested, or by personal delivery to the licensee at the home or business address listed on the license. Written notification shall be dated and include the effective date of the revocation, the specific ground(s) for the revocation, a statement that the licensee has the right to appeal the revocation within fifteen (15) days of the date of the revocation pursuant to Section 11.06.240 of this chapter, that the decision to revoke the license shall be final if no timely appeal is filed, and that the licensee is required to surrender the revoked license to the police department within fifteen (15) days of the date of the notification if no appeal is filed. (Ord. 552 § 1.2, 1999)~~

~~11.06.240 Appeal procedure.~~

- ~~—A. Any applicant or licensee aggrieved by any action of the chief of police in refusing to issue or renew any massage operator and/or massage technician license, or in suspending or revoking any such license already issued pursuant to this chapter, shall have the right of appeal~~

~~to the city council. The decision of the chief of police shall be final and conclusive if no timely appeal is filed. Such appeal shall be taken by filing a written notice of appeal; paying the fee for appeal as established by resolution of the city council as from time to time amended; and submitting a written statement under penalty of perjury setting forth in detail the grounds for the appeal. All appeals shall be taken within ten (10) days after the date of the written notice of the action taken by the chief of police. The notice of appeal shall include a physical address within the city or the county of Riverside where the applicant wants to receive the notices required by this section.~~

~~—B. In the event a notice of appeal is timely filed, the suspension or revocation shall not be effective until a final decision has been rendered by the city council. If no notice of appeal is filed, the suspension or revocation shall become effective upon expiration of the time for filing such notice of appeal.~~

~~—C. The city council may preside over the hearing of the appeal or, alternatively, may either refer the matter to an appeals board created by the city council by resolution, or refer the matter to a hearing officer appointed by the city manager. The city council shall render its decision within forty-five (45) days from the date of the hearing, or, in the event that the hearing is referred to and heard by either an appeals board or hearing officer, within forty-five (45) days from the date the city council receives the findings and recommendations of the appeals board or hearing officer. The decision of the city council shall be final. The applicant or licensee shall be given notice of the city council's decision in writing.~~

~~—D. The city clerk shall set the hearing for a regularly scheduled or special city council meeting, or before an appeals board or hearing officer, no later than thirty (30) days after the filing of any notice of appeal; or, with the written consent or agreement of the applicant or licensee, at a regularly scheduled or special city council meeting, or before an appeals board or hearing officer, more than thirty (30) days after the filing of the notice of appeal. Notice of the date, time and place of such hearing of the appeal shall be given in writing at least ten (10) days prior to the date of the hearing by certified mail, return receipt requested, at the address given in the notice of appeal.~~

~~—E. The following rules shall apply to the hearing:~~

~~—1. Oral evidence shall be taken only under oath or affirmation. The appeals board or hearing officer shall have authority to administer oaths, and to receive and rule on the admissibility of evidence;~~

~~—2. Each party shall have the right to call and examine witnesses, to introduce exhibits and to cross-examine opposing witnesses who have testified under direct examination. The city council, appeals board or hearing officer may call and examine any witness;~~

~~—3. Technical rules relating to evidence and witnesses shall not apply to hearings provided for in this chapter. Any relevant evidence may be admitted if it is material and is evidence customarily relied upon by responsible persons in the conduct of their affairs regardless of the existence of any common law or statutory rule which might make admission of such evidence improper over objection in a civil action in a court of law. Hearsay testimony may be admissible and used for the purpose of supplementing or explaining any evidence given in direct examination, but shall not be sufficient in and of itself to support a finding unless such testimony~~

would be admissible over objection in a civil action in a court of law. The rules of privilege shall be applicable to the extent they are now, or are hereafter, permitted in a civil action in a court of law. Irrelevant collateral, undue and repetitious testimony shall be excluded. (Ord. 552 § 1.2, 1999)

~~11.06.250 Burden of proof.~~

~~—Unless otherwise specifically prohibited by law, the burden of proof at any hearing or proceeding is on the applicant or licensee noticing the appeal to establish, by a preponderance of the evidence, that the action taken by the chief of police is in violation of the criteria set forth in Sections 11.06.080, 11.06.160 or 11.06.230 of this chapter. (Ord. 552 § 1.2, 1999)~~

~~11.06.260 Penalty for violation.~~

~~—A. Any person who violates any of the provisions of this chapter, upon conviction thereof, shall be punished in accordance with the provisions of Sections 1.01.200 through 1.01.230 of the Moreno Valley Municipal Code.~~

~~—B. Any massage establishment or off-premises massage service operated, conducted or maintained contrary to the provisions of this chapter shall be, and the same is declared to be, unlawful and a public nuisance, and the city may, in addition to or in lieu of prosecuting a criminal action hereunder, commence an action or actions, proceeding or proceedings, for the abatement, removal and enjoinder thereof, in the manner provided by law, and shall take such other steps and shall apply to such court or courts as may have jurisdiction to grant such relief as will abate or remove such massage establishment or off-premises massage service and restrain and enjoin any person from operating, conducting or maintaining a massage establishment or off-premises massage service contrary to the provisions of this chapter. (Ord. 552 § 1.2, 1999)~~

~~11.06.270 Severability.~~

~~—If any section, subsection, sentence, clause or phrase of this chapter is for any reason held to be invalid or unconstitutional by a final determination of a court of competent jurisdiction, such determination shall not affect the validity of the remaining portions of this chapter. The city council declares it would have enacted this chapter, and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases might be declared invalid or unconstitutional. (Ord. 552 § 1.2, 1999)~~