



**CITY COUNCIL/SUCCESSOR AGENCY/
FINANCING/POWER AUTHORITY
REGULAR MEETING
AGENDA**

Tuesday

January 24, 2017

Regular Meeting – 5:00 p.m.

Council Chambers – Lancaster City Hall

The City Clerk/Agency/Authority Secretary hereby declares the agenda was posted
by 5:00 p.m. on Friday, January 20, 2017

at the entrance to the Lancaster City Hall Council Chambers.

44933 Fern Avenue, Lancaster, CA 93534

LEGISLATIVE BODY

City Council/Successor Agency/Financing/Power Authority

Mayor/Chair R. Rex Parris

Vice Mayor/Vice Chair Marvin Crist

Council Member/Agency Director/Authority Member Raj Malhi

Council Member/Agency Director/Authority Member Ken Mann

Council Member/Agency Director/Authority Member Angela Underwood-Jacobs

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AGENDA ITEMS TO BE REMOVED

Sometimes it is necessary to remove items from the agenda. We apologize for any inconvenience this may cause you.

PUBLIC BUSINESS FROM THE FLOOR - AGENDIZED ITEMS

Any person who would like to address the City Council, Successor Agency, and Power/Financing Authorities on any agendized item is requested to complete a speaker card for the City Clerk/Agency/Authority Secretary and identify the agenda item you would like to discuss. Each person will be given an opportunity to address the Legislative Body at the time such item is discussed. Speaker cards are available at the rear of the Council Chambers and your speaker card must be filled out *prior* to the agenda item being called. We respectfully request that you fill the cards out completely and print as clearly as possible. Following this procedure will allow for a smooth and timely process for the meeting and we appreciate your cooperation. *Individual speakers are limited to three (3) minutes each.*

Consent Calendar items under the Legislative Body may be acted upon with one motion, a second and the vote. If you desire to speak on an item or items on the Consent Calendar, you may fill out one speaker card for the Consent Calendar. You will be given three minutes to address your concerns before the Legislative Body takes action on the Consent Calendar.

CALL TO ORDER

City Council/Successor Agency/Financing/Power Authority

ROLL CALL

City Council Members /Agency Directors /Authority Members: Malhi, Mann, Underwood-Jacobs;
Vice Mayor/Vice Chair Crist, Mayor/Chair Parris

INVOCATION

Co-Pastor Dorelle Arnwine, Prevailing Word Christian Center

PLEDGE OF ALLEGIANCE

**CITY OF LANCASTER, CALIFORNIA
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COUNCIL ACTIONS

MINUTES

M 1. Approve the City Council/Successor Agency/Financing/ Power Authority Regular Meeting Minutes of January 10, 2017.

CONSENT CALENDAR

CC 1. Waive further reading of any proposed ordinances. (This permits reading the title only in lieu of reciting the entire text.)

CC 2. Approve the Check and Wire Registers for December 18, 2016 through December 31, 2016 in the amount of \$6,140,271.30.

At each regular City Council Meeting, the City Council is presented with the financial claims (invoices) against the City for purchase of materials, supplies, services, and capital projects for checks and Automated Clearing House (ACH) payments issued the prior two to three weeks. This process provides the City Council the opportunity to review the expenses of the City. The justifying backup information for each expenditure is available in the Finance Department.

CC 3. Accept and approve the December 2016, Monthly Report of Investments as submitted.

Each month, the Finance Department prepares a report listing the investments for all separate entities under the jurisdiction of the City as identified in the City's Comprehensive Annual Financial Report.

CC 4. Adopt **Resolution No. 17-02**, authorizing the destruction of certain records (City Property Damage Claims, Claims Against the City, Absentee Voting, Ballots, Inspector Receipts, Precinct Board Records, Precinct Election Records, Speaker Cards, Public Records Requests, Records Center Documentation, Subpoenas, Insurance – City as Additional Insured, Affidavits of Publication, Service Requests, Sports, Special Events, Registration-Recreation Programs, Recreation Log Books, Pesticide Usage Reports, Accounts Payable, Accounts Receivable, Banking Records, Financial Reports, Payroll, Payroll-Registers).

Section 34090 of the Government Code provides a procedure whereby any City record, which has served its purpose and is no longer required, may be destroyed. After a thorough review of the Records Retention Schedule, which was adopted by the City Council on September 12, 2000, it has been determined that certain records for Administration, City Clerk, Parks Recreation & Arts, and Finance are ready for destruction.

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CC 5. Recognize \$500,000 in Measure R SR-138 Capacity Enhancement Program revenue into account number 210-3320-100 - Measure R Highway Equity Funds, and appropriate the same into capital expenditure account number 210-15BR008-924 - Avenue L Interchange Project.

With the adoption of the FY 16/17 Budget, \$100,000 was appropriated to begin the Avenue L Interchange Project’s planning and environmental documentation. Subsequent to budget adoption, staff accelerated the project and found we needed to modify our Funding Agreement with Los Angeles County Metropolitan Transit Authority (LACMTA) to keep pace with the development of the project. Pursuant to a request from the City, on December 1, 2016 LACMTA approved an update to executed funding agreement (MR 330.05), which allows the City to use programmed Measure R funds in earlier years that originally requested to expedite the project development phases.

CC 6. Approve the map and reject the dedications for private and future streets, as offered on the map for Parcel Map No. 73501, located in the vicinity of 100th Street West, north of Avenue H, owned by Sustainable Property Holdings, LLC; make findings that this project will not violate any of the provisions of Sections 66473.5, 66474.1, and 66474.6 of the Subdivision Map Act; and instruct the City Clerk to endorse on the face of the map the certificate, which embodies the approval of said map, and reject the dedications for private and future streets shown thereon.

The Final Map is in substantial conformance with the approved tentative map. Parcel Map No. 73501 has been checked by the City Engineer, and is ready for Council approval. In addition, monumentation security has been submitted to ensure the installation of monuments.

CC 7. Authorize the purchase of a used 2015 Dodge Ram 5550 truck with an Altec articulating boom and Jobsite Energy Management System (JEM) hybrid system from Altec Industries, Inc., in the amount of \$145,980.20, for street lighting operations and maintenance.

The acquisition of street lights from Southern California Edison is scheduled to begin in late January 2017. The street lighting section of Public Works will be responsible for the maintenance operation. Altec Industries, Inc. is a leading provider of products and services in the electric utility and contractor markets.

CC 8. Appropriate \$150,000 in CRT Settlement grant funds to expenditure accounts shown below, and estimate revenue in the same amount to 101-3307100.

<u>Distribution</u>	<u>Description</u>	<u>Amount</u>
101-4315-301	Professional Services	\$140,000.00
101-4315-302	Computer Software and Support	\$10,000.00

The CRT Settlement Fund Grant will allow for the installation of Wi-Fi through a Municipal Wi-Fi Pilot Program within designated areas and the purchase of tablets for city staff. The intent of the Municipal Wi-Fi Pilot Program is to enhance services to our citizens and the community as a whole, by increasing public access to computer technology via Wi-Fi and improving staff efficiencies.

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NEW BUSINESS

NB 1. Award of Design-Build Team Services – Public Works Construction Project No. 16-003 (Antelope Valley Senior Center Renovation Project, Design Phase)

Recommendation:

Award a professional services agreement with Sawyer Construction & Associates, of Mojave, California, in the amount of \$185,040.00, with a 6% contingency, for Design-Build Team Services, Design Phase, for PWCP 16-003, Antelope Valley Senior Center Renovation Project and authorize the City Manager, or his designee, to sign all documents.

On September 13, 2016, the City Council approved and authorized the City Manager to enter into a License Agreement and Memorandum of Understanding (MOU) with the County of Los Angeles to oversee and manage the expansion and upgrade of the Los Angeles County Antelope Valley Senior Center (Senior Center). The Finance Department, Purchasing Division, solicited qualifications and proposals through a Request for Qualifications & Proposals (RFQ&P) from design-build entities. The RFQ&P included a description of design-build services requested, Statement of Qualifications (SOQ), Qualification Questionnaire and submittal requirements, Technical Proposal and submittal requirements, local preference criteria, design-build entity selection process, and other additional information. This professional services agreement is for the Design Phase. Professional Services for the Construction Phase will be awarded separately.

NB 2. Lance Camper Expansion

Recommendation:

Approve the proposed agreement with Lance Camper Manufacturing Corporation to facilitate the expansion of their facility and the creation of 150 new jobs in the Lancaster Business Park, and authorize the City Manager or his designee to execute all related documents.

In business for more than 50 years, Lance Camper Manufacturing Corporation (“Lance”) has been operating in the Lancaster Business Park since 1997. Long known for their production of top-quality truck campers, Lance incorporated ultra-light travel trailers into their product line in 2009, followed by toy haulers in 2015. The firm currently operates in approximately 110,000 square feet of industrial space and boasts 510 employees. This agreement provides the City with an opportunity to facilitate the major expansion of an upstanding Lancaster business, thus rehabilitating and filling an existing industrial vacancy while also creating 150 new jobs for local residents.

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CONTINUED PUBLIC HEARINGS

CPH 1. Amendment to Titles 15 and 17 of the Lancaster Municipal Code establishing requirements for the construction of Zero Net Energy (ZNE) single family residences

Recommendation:

Introduce **Ordinance No. 1020**, amending Titles 15 and 17 of the Lancaster Municipal Code establishing requirements for the construction of Zero Net Energy (ZNE) single family residences.

On June 28, 2016, the City Council directed the Planning Commission to further research the concept of and requirements for zero-net energy (ZNE) residences, and provide the Council with direction on implementing a ZNE requirement in the City. Under the direction of the Planning Commission, staff researched the matter and provided a presentation and recommendation to the Commission on November 21, 2016. The Commissioners reviewed the information, heard public testimony, and asked staff to meet with local residential builders and representatives from the Building Industry Association to consider their information and suggestions before providing a final recommendation. On December 19, 2016, staff provided a draft ordinance to the Commission for their consideration. The Commission, following additional discussion, voted to recommend to the City Council approval of the draft ZNE ordinance.

CPH 2. Adoption of Zero Net Energy Mitigation Fee

Recommendation:

Adopt **Resolution No. 17-03**, approving a zero net energy (ZNE) mitigation fee in conjunction with the ZNE Ordinance.

The ZNE ordinance provides several options for new single family residences to meet the requirement of being zero net energy. Two of these options would involve paying a one-time mitigation fee that would be used toward meeting the energy demands of the residence through the provision of off-site alternative energy development. This resolution would establish the amount of that ZNE mitigation fee at \$1.40 per square-foot.

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PUBLIC HEARINGS

PH 1. Ordinance and Resolutions Regulating Medical Cannabis

Recommendations:

This item will be continued to a future meeting.

PH 2. Approval of Amendment to Lancaster Choice Energy Customer Power Rates Schedule

Recommendation:

Adopt **Resolution No. 17-06**, amending Resolution No. 16-11 establishing customer power generation rates for Lancaster Choice Energy.

Lancaster Choice Energy (LCE) has been serving municipal customers since May 2015 and residential and commercial customers since October 2015. An essential part of LCE's operation is rate setting. A fundamental requirement in setting rates is to ensure sufficient revenue to cover LCE's operating expenses and to provide for reserves. In addition to meeting these requirements, LCE's proposed rate schedule provides savings to LCE customers as compared to current SCE rates. Overall, LCE customers will save 4.6%, with Domestic CARE customers saving 13% and 2% for most other customer classifications.

COUNCIL AGENDA

CA 1. Discussion and consideration to reverse action taken by the City Council regarding excluding the Mayor as an alternate for the governing boards of various entities of which the City is a member.

Presenter: Council Member Underwood-Jacobs

CA 2. Discussion and possible action regarding Council assignments and positions

Presenter: Mayor Parris

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LANCASTER HOUSING AUTHORITY

No action required at this time.

LANCASTER FINANCING AUTHORITY

No action required at this time.

LANCASTER POWER AUTHORITY

No action required at this time.

LANCASTER SUCCESSOR AGENCY

No action required at this time.

CITY MANAGER / EXECUTIVE DIRECTOR ANNOUNCEMENTS

CITY CLERK / AGENCY / AUTHORITY SECRETARY ANNOUNCEMENT

PUBLIC BUSINESS FROM THE FLOOR - NON-AGENDIZED ITEMS

This portion of the agenda allows an individual the opportunity to address the City Council/Successor Agency on any item ***NOT ON THE AGENDA*** regarding City/Agency business and speaker cards must be submitted ***prior*** to the beginning of this portion of the Agenda. Please complete a speaker card for the City Clerk/Agency Secretary and identify the subject you would like to address. We respectfully request that you fill the cards out completely and print as clearly as possible. Following this procedure will allow for a smooth and timely process for the City Council/Successor Agency meeting and we appreciate your cooperation. State law prohibits the City Council/Successor Agency from taking action on items not on the agenda and your matter will be referred to the City Manager/Executive Director. ***Individual speakers are limited to three (3) minutes each.***

COUNCIL / AGENCY COMMENTS

**CITY OF LANCASTER, CALIFORNIA
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CLOSED SESSION

1. Conference with Legal Counsel – Anticipated Litigation: significant exposure to litigation pursuant to Government Code Section 54956.9(d) (2) – two potential cases.
2. Conference with Legal Counsel – Anticipated Litigation: consideration of initiation of litigation pursuant to Government Code Section 54956.9(d) (4) - two potential cases.
3. Conference with Legal Counsel--Existing Litigation - Government Code Section 54956.9(d) (1)
4. Patton v. City of Lancaster, LASC Case No. MC 025064
5. Estarella v. City of Lancaster, LASC Case No. BC527749
6. Dunnagan v. City of Lancaster, LASC Case No. BC 615917
7. Simmons v. City of Lancaster, LASC Case No. BC 615471
8. Celebron v. City of Lancaster, LASC Case No. BC 615587
9. Kay v. City of Lancaster, LASC Case No. MC 026015
10. Arredondo v. City of Lancaster, LASC Case No. BC 573151
11. Valerie Sanchez v. City of Lancaster, et al. – LASC Case No. MC025725
12. Matthew Caceres v. City of Lancaster, et al. – LASC Case No. MC025886
13. Antelope Valley Groundwater Cases
Included Actions:
Los Angeles County Waterworks District No. 40 v. Diamond Farming Co.
Superior Court of California, County of Los Angeles, Case No. BC325201;
Los Angeles County Waterworks District No. 40 v. Diamond Farming Co.
Superior Court of California, County of Kern, Case No. S-1500-CV-254-348
Wm. Bolthouse Farms, Inc. v. City of Lancaster, Diamond Farming Co. v. City of Lancaster, Diamond Farming Co. v. Palmdale Water District
Superior Court of California County of Riverside, consolidated actions;
Case Nos. RIC 353 840, RIC 344 436, RIC 344 668
Santa Clara Case No. 1-05-CV 049053

ADJOURNMENT

Next Regular Meeting:

Tuesday, February 14, 2017 - 5:00 p.m.

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MEETING ASSISTANCE INFORMATION

In compliance with the Americans with Disabilities Act, this meeting will be held at a location accessible to persons with disabilities; if you need special assistance to participate in this meeting, please contact the City Clerk at (661)723-6020. Services such as American Sign Language interpreters, a reader during the meeting, and/or large print copies of the agenda are available. To ensure availability, you are advised to make your request at least 72 hours prior to the meeting/event you wish to attend. Due to difficulties in securing sign language interpreters, five or more business days notice is strongly recommended. For additional information, please contact the City Clerk at (661)723-6020.

AGENDA ADDENDUM INFORMATION

On occasion items may be added after the agenda has been mailed to subscribers. Copies of the agenda addendum item will be available at the City Clerk Department and are posted with the agenda on the windows of the City Council Chambers. For more information, please call the City Clerk Department at (661) 723-6020.

All documents available for public review are on file with the City Clerk Department.

M 1
01/24/17
MVB

**LANCASTER
CITY COUNCIL/SUCCESSOR AGENCY/
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CALL TO ORDER

Mayor/Chair Parris called the meeting of the Lancaster City Council/Successor Agency/Financing/Power Authority to order at 5:01 p.m.

ROLL CALL

PRESENT: Council Members/Agency Directors/Authority Members: Malhi, Mann, Underwood-Jacobs, Vice Mayor/Vice Chair Crist, Mayor/Chair Parris

STAFF

MEMBERS: City Manager/Executive Director; Deputy City Manager/Deputy Executive Director; City Attorney/Agency/Authority Counsel; City Clerk/Agency/Authority Secretary; Assistant to the City Manager; Development Services Director, Planning Director; Parks, Recreation and Arts Director; Acting Finance Director; Economic Development Director; Housing Director.

INVOCATION

Luke Duncan

PLEDGE OF ALLEGIANCE

Jamaal Bell, Paraclete High School Football Team

PRESENTATIONS

1. Recognition of Paraclete High School Football Team 2016 CIF Division 3-AA Football State Champions
Presenter: Mayor Parris

Mayor Parris requested a brief recess at this time.

Mayor Parris reconvened the meeting at 5:15 p.m.

2. Recognition of Marshall Linn, City Financial Advisor
Presenters: Mayor Parris and City Manager Bozigian

LANCASTER CITY COUNCIL/ SUCCESSOR AGENCY/
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AGENDA ITEMS TO BE REMOVED

Mayor Parris requested Item No.'s PH 2 and PH 3 be continued to the January 24, 2017 City Council Meeting.

**SA NB 1. RECOGNIZED OBLIGATION PAYMENT SCHEDULE FOR THE PERIOD
JULY 1, 2017 TO JUNE 30, 2018**

The Acting Finance Director presented the staff report for this item.

On a motion by Vice Chair Crist and seconded by Agency Director Malhi, the Successor Agency adopted **Resolution No. SA 01-17**, approving the Recognized Obligation Payment Schedule for the period July 1, 2017 to June 30, 2018 and directed staff to bring before the Lancaster Successor Agency Oversight Board for approval, by the following vote: 5-0-0-0; AYES: Malhi, Mann, Underwood-Jacobs, Crist, Parris; NOES: None; ABSTAIN: None; ABSENT: None

**SA NB 2. SUCCESSOR AGENCY ADMINISTRATIVE BUDGETS FOR THE PERIODS
JULY 1, 2017 TO DECEMBER 31, 2017 AND JANUARY 1, 2018 TO JUNE 30,
2018**

On a motion by Vice Chair Crist and seconded by Agency Director Malhi, the Successor Agency adopted **Resolution No. SA 02-17**, approving the Successor Agency Administrative Budgets for the periods of July 1, 2017 to December 31, 2017 and January 1, 2018 to June 30, 2018, as detailed in Attachments A & B, by the following vote: 5-0-0-0; AYES: Malhi, Mann, Underwood-Jacobs, Crist, Parris; NOES: None; ABSTAIN: None; ABSENT: None

M 1. MINUTES

Council Member Mann stated although he was absent for the December 13, 2016, he read the minutes and would be voting on the item.

On a motion by Vice Mayor Crist and seconded by Council Member Mann, the City Council/Successor Agency/Financing/Power Authority approved the City Council/Successor Agency/Financing/ Power Authority Regular Meeting Minutes of December 13, 2016, by the following vote: 5-0-0-0; AYES: Malhi, Mann, Underwood-Jacobs, Crist, Parris; NOES: None; ABSTAIN: None; ABSENT: None

CONSENT CALENDAR

Mayor Parris stated he needs to recuse himself from Item No. CC 4 due to the proximity of the project to property he owns.

On a motion by Vice Mayor Crist and seconded by Council Member Malhi, the City Council approved the Consent Calendar with the exception of Item No. CC 4, by the following vote: 5-0-0-0; AYES: Malhi, Mann, Underwood-Jacobs, Crist, Parris; NOES: None; ABSTAIN: None; ABSENT: None

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Mayor Parris left the dais at this time.

On a motion by Council Member Mann and seconded by Council Member Underwood-Jacobs, the City Council approved Item No. CC 4, by the following vote: 4-0-1-0; AYES: Malhi, Mann, Underwood-Jacobs, Crist; NOES: None; RECUSED: Parris; ABSENT: None

Mayor Parris returned the dais at this time.

CC 1. ORDINANCE WAIVER

Waived further reading of any proposed ordinances. (This permits reading the title only in lieu of reciting the entire text.)

CC 2. WARRANT REGISTER

Approved the Check and Wire Registers for November 27, 2016, through December 17, 2016 in the amount of \$4,266,509.24.

CC 3. INVESTMENT REPORT

Accepted and approved the November 2016, Monthly Report of Investments as submitted.

CC 4. FIRST AMENDMENT TO AGREEMENT CONSOLIDATION AND AMENDMENT OF TRANSACTIONS WITH CLUTTER MOTORS, INC.

Approved the First Amendment to Agreement Consolidation and Amendment of Transactions with Clutter Motors, Inc., thus allowing the City to shift an existing obligation to install public improvements to a new site; and authorized the City Manager or his designee to execute all related documents.

CC 5. APPROVED WAIVER OF FEES

Approved waiving rental and labor fees associated with the use of the Lancaster Performing Arts Center for a concert scheduled on February 12, 2017 at 6 PM; all proceeds shall benefit the Sergeant Steve Owen Fund and the High Desert Fallen Heroes Fund.

CC 6. PROFESSIONAL SERVICES AGREEMENT

Awarded the design contract to Advantec Consulting Engineers, Inc., for Task Order No. 1 in accordance with the 2016-2018 Multi-Year Professional Services Agreement in the amount of \$395,560.00, and authorized a contingency in the amount of \$23,500.00, for a total contract amount not to exceed \$419,060.00. The contract will cover design services for Public Works Construction Project No. 16-001 (Traffic Signal System Modernization and North County ITS Expansion Projects). Authorized the City Manager, or his designee, to sign all contracts and associated documents, subject to City Attorney approval.

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PH 1. SEPTEMBER 2016 DEVELOPER FEE PROGRAM FOR THE COUNTY OF LOS ANGELES CONSOLIDATED FIRE PROTECTION DISTRICT

Mayor Parris opened the Public Hearing.

It was the consensus of the City Council to waive the staff report for this item.

Mayor Parris closed the Public Hearing.

On a motion by Vice Mayor Crist and seconded by Council Member Malhi, the City Council adopted **Resolution No. 17-01**, adopting the September 2016 Capital Improvement Plan of the Consolidated Fire Protection District and the Annual Adjustment of Fire Protection Fees, by the following vote: 5-0-0-0; AYES: Malhi, Mann, Underwood-Jacobs, Crist, Parris; NOES: None; ABSTAIN: None; ABSENT: None

PH 2. AMENDING TITLES 15 AND 17 OF THE LANCASTER MUNICIPAL CODE ESTABLISHING REQUIREMENTS FOR THE CONSTRUCTION OF ZERO NET ENERGY (ZNE) SINGLE FAMILY RESIDENCES

Mayor Parris opened the Public Hearing and stated this item will be continued to January 24, 2017.

PH 3. ADOPTION OF ZERO NET ENERGY MITIGATION FEE

Mayor Parris opened the Public Hearing and stated this item will be continued to January 24, 2017.

NB 1. ACQUISITION OF REAL PROPERTY ADJACENT TO THE CITY'S PRIME DESERT WOODLAND PRESERVE

The Assistant to the City Manager presented the staff report on this item.

Addressing the City Council on this matter:

Jim Powers representing Royal Investors Group – thanked the City Council, Mark Bozigian, Toi Chisom, Jeff Little and everyone involved for their efforts in bringing this to fruition.

Patrick Saatzer, representing Friends of the Prime Desert Woodlands and the Antelope Valley Audubon Society – stated this is a huge win for the Antelope Valley and the future of the area, quoted Elise Clifford and stated the Audubon Society will continue to support the Woodlands.

Maria Paesano – discussed the acquisition of the land and the animals living in the area.

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**NB 1. ACQUISITION OF REAL PROPERTY ADJACENT TO THE CITY'S PRIME
DESERT WOODLAND PRESERVE CONTINUED...**

Don Goeschl – thanked the City Council and Royal Investors Group for working to preserve the land, discussed the animals living in the area and teaching young people “how to take care of tomorrow;” discussed preserving other areas in the Antelope Valley.

The City Council thanked Denise Latanzi for her efforts in working with Los Angeles County and securing grant funds for this project.

On a motion by Vice Mayor Crist and seconded by Council Member Underwood-Jacobs, the City Council approved the acquisition of 20+/- acres and the purchase price of \$1,000,000 from Shayan Capital LLC et al; Alni LLC, Assessor's Parcel Nos. 3110-013-026, 3110-013-027, 3110-013-028, 3110-013-039, and 3110-013-001, by the following vote: 5-0-0-0; AYES: Malhi, Mann, Underwood-Jacobs, Crist, Parris; NOES: None; ABSTAIN: None; ABSENT: None

On a motion by Vice Mayor Crist and seconded by Council Member Underwood-Jacobs, the City Council appropriated \$1,000,000 from Biological Impact Fund Balance (Fund 224) to Expenditure Account No. 224-4200-912, for the purchase of the real property, by the following vote: 5-0-0-0; AYES: Malhi, Mann, Underwood-Jacobs, Crist, Parris; NOES: None; ABSTAIN: None; ABSENT: None

On a motion by Vice Mayor Crist and seconded by Council Member Underwood-Jacobs, the City Council in anticipation of receiving Los Angeles County Regional Park and Open Space Grant Funds, recognized revenue in the amount of \$750,000 in revenue Account No. 261-3405-100. Additionally, appropriated up to \$750,000 to expenditure Account No. 261-4999-224, to reimburse the Biological Impact Fund for a portion of the acquisition cost, by the following vote: 5-0-0-0; AYES: Malhi, Mann, Underwood-Jacobs, Crist, Parris; NOES: None; ABSTAIN: None; ABSENT: None

On a motion by Vice Mayor Crist and seconded by Council Member Underwood-Jacobs, the City Council authorized the City Manager or his designee to execute all documents, subject to City Attorney approval, by the following vote: 5-0-0-0; AYES: Malhi, Mann, Underwood-Jacobs, Crist, Parris; NOES: None; ABSTAIN: None; ABSENT: None

CR 1. COUNCIL REPORTS

None

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LANCASTER HOUSING AUTHORITY

No action required at this time.

LANCASTER FINANCING AUTHORITY

No action required at this time.

LANCASTER POWER AUTHORITY

No action required at this time.

CITY MANAGER / EXECUTIVE DIRECTOR ANNOUNCEMENT

The City Manager discussed \$5.3 million in grant funding the City will receive for active transportation for pedestrian improvements around five elementary schools, announced the upcoming MLK Day of Service and Justice Sunday events. Additionally two brief videos were shown showcasing two local businesses.

CITY CLERK / AGENCY/AUTHORITY SECRETARY ANNOUNCEMENT

The City Clerk provided the public with the procedure to address the City Council/Successor Agency/Authority regarding non-agendized item.

PUBLIC BUSINESS FROM THE FLOOR - NON-AGENDIZED ITEMS

Addressing the City Council at this time:

Ronald Riley, Sr. – discussed ‘Bloods’ and ‘Crips’ gang members, referenced an article from the newspaper and stated he is a former gang member who has been rehabilitated.

Discussion took place regarding other gangs including ‘skinheads’, ‘Lancas’, and ‘the Mongols,’ and rehabilitation of gang members. Additionally spending money to keep kids out of gangs as opposed to spending money on rehabilitating gang members was discussed.

Fran Sereseres – commended the Mayor for his actions regarding gangs and stated parents need to educate their children to keep them out of gangs.

Michael Evans – represents the 10,000 Fearless Movement in the Antelope Valley, discussed the bounty, stated the bounty money should be directed towards programs such as those being run by the 10,000 Fearless Movement in the Antelope Valley and discussed the issues the movement stands against.

Maria Paesano – discussed keeping children safe in the community.

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PUBLIC BUSINESS FROM THE FLOOR - NON-AGENDIZED ITEMS CONTINUED...

George Beatty – discussed contracted employees at Antelope Valley Hospital and Palmdale Regional Medical Center.

Edward Heasley – Political Science student at Antelope Valley College; respectfully requested that a member of the City Council meet with him after the Council meeting.

Cassidy Stull – Political Science student at Antelope Valley College, asked the Council what programs have been implemented to engage young adults.

Cheyenne Gardner – Political Science student; respectfully requested that a member of the City Council meet with her after the Council meeting.

Frederick Behage – Political Science student at Antelope Valley College, discussed the grant the City received that was discussed earlier in the meeting regarding the pedestrian improvements near elementary schools; thanked the Council for putting bike lanes in.

Berenice Romani – Political Science student at Antelope Valley College, discussed the lack of information for young adults and how the Council gets them involved in local government.

COUNCIL / AGENCY COMMENTS

Council Member Mann congratulated Vice Mayor Crist for being re-elected as Chairman for the Antelope Valley Air Quality Management District.

RECESS

Mayor Parris recessed the meeting at 6:34 p.m. for the purpose of conducting a Closed Session meeting regarding the following matters:

LANCASTER CITY COUNCIL/ SUCCESSOR AGENCY/
FINANCING/POWER AUTHORITY

MINUTES

January 10, 2017

CLOSED SESSION

1. Conference with Legal Counsel – Anticipated Litigation: significant exposure to litigation pursuant to Government Code Section 54956.9(d) (2) – two potential cases.
2. Conference with Legal Counsel – Anticipated Litigation: consideration of initiation of litigation pursuant to Government Code Section 54956.9(d) (4) - two potential cases.
3. Conference with Legal Counsel--Existing Litigation - Government Code Section 54956.9(d) (1) Vasquez vs. City of Lancaster
4. Patton v. City of Lancaster, LASC Case No. MC 025064
5. Estarella v. City of Lancaster, LASC Case No. BC527749
6. Dunnagan v. City of Lancaster, LASC Case No. BC 615917
7. Simmons v. City of Lancaster, LASC Case No. BC 615471
8. Celebron v. City of Lancaster, LASC Case No. BC 615587
9. Kay v. City of Lancaster, LASC Case No. MC 026015
10. Arredondo v. City of Lancaster, LASC Case No. BC 573151
11. Valerie Sanchez v. City of Lancaster, et al. – LASC Case No. MC025725
12. Matthew Caceres v. City of Lancaster, et al. – LASC Case No. MC025886
13. Antelope Valley Ground Water Cases
Included Actions:
Los Angeles County Waterworks District No. 40 v. Diamond Farming Co.
Superior Court of California, County of Los Angeles, Case No. BC325201;
Los Angeles County Waterworks District No. 40 v. Diamond Farming Co.
Superior Court of California, County of Kern, Case No. S-1500-CV-254-348
Wm. Bolthouse Farms, Inc. v. City of Lancaster, Diamond Farming Co. v. City of Lancaster, Diamond Farming Co. v. Palmdale Water District
Superior Court of California County of Riverside, consolidated actions;
Case Nos. RIC 353 840, RIC 344 436, RIC 344 668
Santa Clara Case No. 1-05-CV 049053

LANCASTER CITY COUNCIL/ SUCCESSOR AGENCY/
FINANCING/POWER AUTHORITY

MINUTES

January 10, 2017

RECONVENE

Mayor Parris reconvened the meeting at 7:11 p.m.

CITY ATTORNEY ANNOUNCEMENT

The City Attorney announced the City Council met in Closed Session and discussed Items No. one and three and gave direction to legal counsel; no other reportable action.

ADJOURNMENT

Mayor Parris adjourned the meeting at 7:11 p.m. and stated the next City Council meeting will be held on Tuesday, January 24, 2017 at 5:00 p.m.

PASSED, APPROVED and ADOPTED this 24th day of January, 2017, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

APPROVED:

BRITT AVRIT, CMC
CITY CLERK
AGENCY/AUTHORITY SECRETARY

R. REX PARRIS
MAYOR/CHAIRMAN

LANCASTER CITY COUNCIL/ SUCCESSOR AGENCY/
FINANCING/POWER AUTHORITY

MINUTES

January 10, 2017

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES }ss
CITY OF LANCASTER }

CERTIFICATION OF MINUTES
CITY COUNCIL/SUCCESSOR AGENCY/FINANCING/POWER AUTHORITY

I, _____, _____ of the City of Lancaster,
CA, do hereby certify that this is a true and correct copy of the original City Council/Successor
Agency/Financing/Power Authority Minutes, for which the original is on file in my office.

WITNESS MY HAND AND THE SEAL OF THE CITY OF LANCASTER, CA on this
_____ day of _____, _____.

(seal)

STAFF REPORT
City of Lancaster

CC 2
01/24/17
MVB

Date: January 24, 2017
To: Mayor Parris and City Council Members
From: Pamela Statsmann, Acting Finance Director
Subject: **Check Register – December 18, 2016 through December 31, 2016**

Recommendation:
Approve the Check Register as presented.

Fiscal Impact:
\$6,140,271.30 as detailed in the Check Register.

Background:
At each regular City Council Meeting, the City Council is presented with the financial claims (invoices) against the City for purchase of materials, supplies, services, and capital projects for checks and Automated Clearing House (ACH) payments issued the prior two to three weeks. This process provides the City Council the opportunity to review the expenses of the City. The justifying backup information for each expenditure is available in the Finance Department.

Check Nos.:	7384866 - 7385163	\$ 4,068,530.26
ACH Check Nos.:	101009746– 101009751, 101009753	<u>\$ 2,071,741.04</u>
		\$ 6,140,271.30

Voided Check No.: 7384911
Voided ACH No.: N/A

* ACH No: 101009752 will be included on the 02/17/17 Check Register

PS:lm

Attachments:
Check Register
ACH Register

City of Lancaster Check Register



From Check No.: 7384866 - To Check No.: 7385163
 From Check Date: 12/18/2016- To Check Date: 12/31/2016

Printed: 1/9/2017 14:27

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
7384866	07134	A L E SOLUTIONS, INC	RFND-TOT-LOPEZ-09/01-11/03/16	493.17	101 3103100	493.17
7384867	00107	A V PRESS	PAC-11/16 ADVERTISING	1,261.89	402 4650205	1,261.89
7384868	00107	A V PRESS	11/16-ADVERTISING	1,428.80	101 4680225 101 4681222	500.00 928.80
				<u>1,428.80</u>		<u>1,428.80</u>
7384869	C2060	CA WATER SERVICE COMPANY	11/09/16-12/12/16 WATER SVC	344.44	482 4636654	344.44
7384870	07912	DE LEON, ANTHONY	RFND-CIT #16-2894-AC1	100.00	101 3310400	100.00
7384871	07911	DONA BLANCA RESTAURANT INC	RFND-LIC #10022192-FOG FEE	215.00	480 3602100	215.00
7384872	07369	FRONTIER COMMUNICATIONS CORP	11/28-12/27/16-CIRCUIT SVC	359.52	101 4315651	359.52
7384873	01550	KAISER FOUNDATION HEALTH PLAN	01/17 COBRA HEALTH INSURANCE	523.37	101 2166130	523.37
7384874	01550	KAISER FOUNDATION HEALTH PLAN	01/17 RETIREE HEALTH INS	13,753.14	109 1101000	13,753.14
7384875	1296	L A CO CLERK-ENVIRO FILINGS	NOE:NEIGHBORHOOD SPEED BUMPS	75.00	210 15ST056924	75.00
7384876	1215	L A CO WATERWORKS	10/05/16-12/13/16 WATER SVC	14,934.76	101 4633654 203 4636654 363 4542770 363 4542771 482 4636654	268.81 8,594.34 215.56 84.31 5,771.74
				<u>14,934.76</u>		<u>14,934.76</u>
7384877	D2287	LANCASTER CODE ENFRMNT ASSN	UNION DUES-PP 25-2016	270.00	101 2171000	270.00
7384878	A7221	P E R S LONG TERM CARE PROGRAM	LONG TERM CARE PREM-PP 25-2016	2,171.87	101 2170200	2,171.87
7384879	A9266	S W R C B	ANNUAL PRMT FEE-7/1/16-6/30/17	11,195.00	480 4755311	11,195.00
7384880	03154	SO CA EDISON	11/08/16-12/09/16 ELECTRIC SVC	1,215.06	203 4636652 482 4636652 484 4755652	54.85 1,134.14 26.07
				<u>1,215.06</u>		<u>1,215.06</u>
7384881	03154	SO CA EDISON	11/02/16-12/05/16 ELECTRIC SVC	3,458.50	203 4636652 482 4636652 484 4755652	559.02 2,749.32 150.16
				<u>3,458.50</u>		<u>3,458.50</u>
7384882	03154	SO CA EDISON	11/02/16-12/05/16 ELECTRIC SVC	6,901.28	483 4785652	6,862.77

City of Lancaster Check Register



From Check No.: 7384866 - To Check No.: 7385163

From Check Date: 12/18/2016- To Check Date: 12/31/2016

Printed: 1/9/2017 14:27

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
				6,901.28	483 4785660	38.51 6,901.28
7384883	03154	SO CA EDISON	10/26/16-12/15/16 ELECTRIC SVC	8,496.21	101 4631652	1,150.33
					101 4633652	2,519.23
					101 4651652	812.36
					203 4636652	26.77
					306 4542682	14.75
					363 4542771	2.99
					480 4755652	344.39
					482 4636652	584.62
					483 4785652	179.31
					483 4785660	2,046.89
					484 4755652	163.00
					485 4755652	651.57
				8,496.21		8,496.21
7384884	1907	SO CA GAS COMPANY	10/17/16-11/16/16 GAS SVC	376.21	101 4632655	376.21
7384885	C9385	U S POSTAL SERVICE	MAIL METER POSTAGE	10,000.00	101 4620211	10,000.00
7384886	06209	WAGeworks	11/16 FSA ADMINISTRATIVE FEES	329.08	101 2170213	30.31
					101 2170213	275.89
					101 2170214	22.88
				329.08		329.08
7384887	07152	4WALL LOS ANGELES, INC.	PAC-LIGHT MODIFIERS(2)	238.00	402 4650251	238.00
7384888	02071	A G SOD FARMS INC	OMP-SOD	972.55	101 4634404	972.55
7384889	C0077	A V E K	NSC-12/16-BACTERIOLOGICAL TEST	20.00	101 4635301	20.00
7384890	03854	A V JANITORIAL SUPPLY	LMS-TISSUE DISPENSER/SOAP	135.16	101 4632406	135.16
			LMS-TOWELS(10 CASES)	572.25	101 4632406	572.25
			PBP-CN LNR/SCRN/DSNFCTNT/TWLS	891.16	101 4631406	891.16
				1,598.57		1,598.57
7384891	D1445	A V PARTNERS FOR HEALTH	YOLO STAFF EXPENSES	1,469.80	306 4542355	1,469.80
7384892	03327	AARON GRAPHICS	INK CARTRIDGES(5)	1,602.37	101 4310254	1,602.37
7384893	07489	ACCESSO SHOWARE	PAC-07/16-TICKET SALES	704.65	402 4650302	704.65
7384894	05445	ADELMAN BROADCASTING, INC	PS-11/16-ADVERTISEMENTS	1,350.00	101 4810205	1,350.00
			PS-11/16-ADVERTISEMENTS	240.00	101 4810205	240.00
			PS-11/16-ADVERTISEMENTS	270.00	101 4810205	270.00
				1,860.00		1,860.00
7384895	D1663	AMERICAN IRON WORK	NSC-GOAL FRAME REPAIR	280.00	101 4635402	280.00
			NSC-RESTROOM REPAIRS	150.00	101 4635402	150.00
			RDP-RAILING REPAIR	571.00	101 4634402	571.00

City of Lancaster Check Register



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Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
			HP-RAISE PARK BENCH/CNCRTE RPR	460.00	101 4634402	460.00
			OMP-CONCRETE REPAIR	250.00	207 4634402	250.00
				<u>1,711.00</u>		<u>1,711.00</u>
7384896	04760	AMERINAT	11/16-MONTHLY SERVICE FEE	622.03	306 4542301	622.03
7384897	04190	AMERIPRIDE SERVICES	UNIFORM CLEANINGS	43.88	101 4753209	43.88
7384898	02693	ANDY GUMP, INC	PDW-RSTRM RNTLS-11/21-12/18/16	105.40	101 4634402	105.40
			RDP-RESTRM RNTL-11/21-12/01/16	191.82	101 4634402	191.82
			RDP-RESTRM RNTL-12/02-12/29/16	554.27	101 4634402	554.27
			RDP-FENCE RNTL-12/02-12/29/16	33.35	101 4634402	33.35
				<u>884.84</u>		<u>884.84</u>
7384899	05179	ARAMARK UNIFORM SVCS	UNIFORM CLEANINGS	125.86	480 4755209	125.86
7384900	07639	ARCTIC AIR AND REFRIGERATION	NSC-ICE MACHINE INSPCTIN/MTNC	616.45	101 4635402	616.45
7384901	04446	AUTO PROS	SMOG INSPECTION-EQ5601	40.00	101 4662207	40.00
7384902	07665	B K I	LCE-11/16-PROFESSIONAL SVCS	1,671.25	490 4370301	1,116.63
					490 4370319	554.62
				<u>1,671.25</u>		<u>1,671.25</u>
7384903	D0879	B'S EMBROIDERY ETC	OMP-HOODIES(14)	836.03	101 4634209	836.03
7384904	06799	BRAUN BLAISING MCLAUGHLIN & SM	10/16-LCE-LEGAL CONSULTING	29,228.72	490 4370303	29,228.72
7384905	05128	CLEANSTREET	SPECIAL EVENT SWEEPING FEE	100.00	206 12ST036924	100.00
7384906	06248	DARYL'S PLUMBING	44113 DATE-UNCLOGGD SEWER VENT	112.50	363 4542770	112.50
			44113 DATE-LEAK REPAIR	95.00	363 4542770	95.00
				<u>207.50</u>		<u>207.50</u>
7384907	A9377	DAVIS COMMUNICATIONS	ED-MARKETING CAMPAIGN	8,115.00	101 4540340	8,115.00
			11/16-YOLO-WEB SUPPORT	425.00	306 4542355	425.00
			FAIR HOUSING MARKETING-POWRPNT	340.00	301 4542301	340.00
			SHOP MORE CAMPAIGN MARKETING	1,354.19	101 4305205	1,354.19
				<u>10,234.19</u>		<u>10,234.19</u>
7384908	00414	DESERT LOCK COMPANY	LMS-PANIC BAR REPAIR	111.74	101 4632402	111.74
7384909	05473	DEWEY PEST CONTROL	MTNC YD-PEST CONTROL SVC	137.00	101 4633404	137.00
			CH-PEST CONTROL SVC	140.00	101 4633404	140.00
			MTNC YD-PEST CONTROL SVC	137.00	101 4633404	137.00
				<u>414.00</u>		<u>414.00</u>
7384910	06150	DIRECTV	MOAH-12/16-BUSINESS INFO	39.99	101 4315651	39.99
7384911	VOID					

City of Lancaster Check Register



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7384912	06380	EWING IRRIGATION PRODUCTS, INC	LMS-FERTILIZER(20 BAGS)	446.46	101 4632404	446.46
7384913	C8113	F J HEATING & AIR CONDITIONING	1164 W J11-HEATER REPAIRS 1164 W J11-HEATER INSPCTN/RPR	320.00 490.00 <u>810.00</u>	363 4542771 363 4542771	320.00 490.00 <u>810.00</u>
7384914	04721	GET TIRES, INC	TIRES(6)/DISMOUNT-EQ3987	2,605.31	480 4755207	2,605.31
7384915	00849	HAAKER EQUIPMENT CO	POLE MAGNETS/VALVE BOX LIFTER	558.08	480 4755208	558.08
7384916	07088	HAND-BREWED BEER	FOD-BEVERAGES	500.00	101 4681222	500.00
7384917	D0501	HIESL CONSTRUCTION INC	3753 AVE I #2-ROOF/PLMBNG RPRS 45323 6E-CLEAN/ELCTRC RPLCMNT 2515 AVE I #W12-ROOF/DOOR RPRS	9,680.00 345.00 9,400.00 <u>19,425.00</u>	361 4541777 363 4542770 361 4541777	9,680.00 345.00 9,400.00 <u>19,425.00</u>
7384918	07268	HIGH DESERT BROADCASTING	PS-11/16-ADS-HOLIDAY	800.00	101 4810205	800.00
7384919	C4032	HOUSING RIGHTS CENTER	09/16-FAIR HOUSING PROGRAM	2,802.59	361 4541301	2,802.59
7384920	D3626	INLAND EMPIRE REG CMPSTNG AUTH	NSC-FERTILIZER DELIVERY	335.00	101 4635404	335.00
7384921	06350	INTELESYS ONE	WIRELESS HEADSET	292.73	101 4320259	292.73
7384922	03575	LANCASTER AUTO INTERIORS	SEAT REPAIR/LABOR-EQ3303	484.00	203 4752207	484.00
7384923	C7873	LANCASTER AUTO MALL ASSOC	12/16-AUTO MALL SIGN EXPENSES	930.67	101 4540340	930.67
7384924	A4930	LANDALE MUTUAL WATER COMPANY	L/CHALLENGER-12/16 WATER SVC	55.59	203 4636654	55.59
7384925	5191	LU'S LIGHTHOUSE, INC	LED LGHT BRS/WRK LGHTS/HSNGS LED DECKS(2)	2,513.67 407.29 <u>2,920.96</u>	483 4752752 101 4200207 101 4753207	2,513.67 203.65 203.64 <u>2,920.96</u>
7384926	06836	MARTINEZ PUBLICATIONS CORP	CDBG PUBLIC HEARING NOTICE CITY CLERK-ADVERTISING	560.00 870.00 <u>1,430.00</u>	361 4541263 101 4110262	560.00 870.00 <u>1,430.00</u>
7384927	C8380	MC CORMICK ELECTRIC & CONST	OMP-SIDEWALK REPLACEMENT OMP-LIGHT REPAIRS	875.00 330.00 <u>1,205.00</u>	101 4634402 101 4634402	875.00 330.00 <u>1,205.00</u>
7384928	C1198	MC PHERSON CONSULTING	OMP-BALLAST REPLACEMENTS TBP-LIGHT REPAIRS STP-BALLAST REPLACEMENTS	210.00 70.00 105.00 <u>385.00</u>	101 4634402 101 4631404 101 4631404	210.00 70.00 105.00 <u>385.00</u>
7384929	07662	MEDLIN JR, RICK A	ZELDAS-MUSIC-PERF-12/09/16	130.00	402 4652251	130.00

City of Lancaster Check Register



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Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
			ZELDAS-MUSIC-PERF-12/17/16	130.00	402 4652251	130.00
				260.00		260.00
7384930	07486	MIL-TEK USA INC	COMPRESSOR/BALER/BANDING	16,272.19	101 4780355	1,532.19
					330 4780753	14,740.00
				16,272.19		16,272.19
7384931	D3578	MINUTEMAN PRESS	LCE-00N1 WEEK 57 OPT OUT	0.89	490 4370213	0.89
			LCE-00N1 WEEK 57 NOTICES	249.66	490 4370213	249.66
			LCE-00N2 WEEK 57 NOTICES	131.94	490 4370213	131.94
				382.49		382.49
7384932	07509	NAPA AUTO PARTS	SEALANT-EQ2386	4.38	101 4753207	4.38
			AIR/FUEL FILTER-EQ3774	65.31	203 4752207	65.31
			BRACKETS(2)-EQ3981	11.49	483 4755207	11.49
			AIR/OIL/FUEL/HYDRALIC FILTERS	280.68	484 4752207	280.68
			FUEL FILTER-EQ3772	13.48	484 4752207	13.48
			CREDIT-BRAKE DRUM-EQ3772	(175.54)	484 4752207	(175.54)
			WIRES(4)-EQ3981	67.81	483 4755207	67.81
				267.61		267.61
7384933	D2822	NATIONAL CINEMEDIA, LLC	THEATER ADS-10/21-12/01/16	496.50	402 4650205	496.50
7384934	06148	NIK-O-LOK, INC	12/16-MONTHLY COIN LOCK LEASE	39.00	101 4633403	39.00
7384935	07698	OMIDI, SARA	LOGO DESIGN SVCS	550.00	101 4305301	550.00
7384936	C3052	OXFORD INN AND SUITES	PAC-LODGING-PINK MRTNI-12/4/16	1,172.80	402 4650257	1,172.80
7384937	05741	P P G ARCHITECTURAL FINISHES	OMP-PAINT/PAINT TRAY	117.93	101 4634404	117.93
			NSC-FIELD PAINT	1,241.73	101 4635404	1,241.73
				1,359.66		1,359.66
7384938	07554	PACIFIC PRODUCTS AND SVCS LLC	TUBING/ANCHORS	3,748.02	252 15BA008924	3,748.02
7384939	04182	PALMCASTER EQUIPMENT RENTALS	NSC-SOD CUTTER RNTL-10/31/16	88.00	101 4635602	88.00
7384940	05998	PAVING THE WAY FOUNDATION	CMMNTY SPPRT/GOOD CTZNSHP PRGM	480.00	399 4820775	480.00
			CMMNTY SPPRT/GOOD CTZNSHP PRGM	1,968.00	399 4820775	1,968.00
				2,448.00		2,448.00
7384941	05602	PETROLEUM EQUIPMENT CONST SRV: 11/16-DESIGNATED OPERATOR INSP		468.35	101 4753402	468.35
7384942	04361	PROTECTION ONE	LMS-12/16-ALARM MONITORING	44.95	101 4632402	44.95
			LMS-12/16 ELEVATOR MONITORING	32.16	101 4632402	32.16
				77.11		77.11
7384943	05864	QUINN COMPANY	HOSES(20)/COUPLING-EQ3749	93.56	203 4752207	93.56
7384944	06316	R & R INDUSTRIES, INC	SAFETY VESTS(49)	1,343.26	203 4752209	603.10
					480 4755209	630.51

City of Lancaster Check Register



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				1,343.26	484 4755209	109.65 1,343.26
7384945	07002	READYREFRESH BY NESTLE	11/16-WTR COOLER RENTAL/WATER	36.82	402 4650257	36.82
7384946	D3947	S G A CLEANING SERVICES	LMS-RESTROOM REPAIRS	627.00	101 4632402	627.00
			LMS-DRINKING FOUNTAIN RPLCMNT	844.75	101 4632403	844.75
			OMP-FENCE REPAIR	265.00	101 4634402	265.00
				1,736.75		1,736.75
7384947	A8260	SAGE STAFFING	PUBLIC SAFETY STFF-11/21-23/16	951.15	101 4820301	951.15
			SJ-CAP ENG STAFF-11/28-12/2/16	930.00	206 12ST035924	465.00
					209 12ST034924	465.00
				1,881.15		1,881.15
7384948	D2568	SEQUOIA PACIFIC SOLAR I, LLC	CH-11/16(54518.88 KWH)	5,451.89	101 4633652	5,451.89
			MTNC YD-11/16(302029.4 KWH)	3,020.94	101 4633652	3,020.94
			OMP-11/16(15479.04 KWH)	1,547.90	101 4634652	1,547.90
			PAC-11/16(20942.56 KWH)	2,094.26	402 4650652	2,094.26
			LMS-11/16(35914.48 KWH)	3,591.45	101 4632652	3,591.45
				15,706.44		15,706.44
7384949	05934	SHI INTERNATIONAL CORP	HP EXPANSION MODULE	2,128.20	109 4315291	2,128.20
7384950	07139	SITEONE LANDSCAPE SUPPLY LLC	OMP-FIELD SEED(25 BAGS)	1,697.68	101 4634404	1,697.68
7384951	01816	SMITH PIPE & SUPPLY INC	LMS-VALVE/PVC	79.79	101 4632404	79.79
			OMP-VALVE/KNIVES/TAPE	137.13	101 4634404	137.13
			NSC-ROTOR(24)	608.22	101 4635404	608.22
			OMP-VALVE/PVC	60.15	101 4634404	60.15
			OMP-PVC	25.90	101 4634404	25.90
			OMP-POP UPS/NOZZLES	68.59	101 4634404	68.59
			NSC-VALVE/PVC	132.88	101 4635404	132.88
			OMP-NOZZLES(25)	15.07	101 4634404	15.07
			OMP-NOZZLES/POP UPS	43.71	101 4634404	43.71
				1,171.44		1,171.44
7384952	04688	SPARKLETTS	WATER(17-24 PKS)	160.80	101 4100205	160.80
7384953	06429	STANTEC CONSULTING SRVCS INC	RFQ 646-16 MULTI YEAR	1,638.75	220 4761301	1,638.75
7384954	05590	STUDIO EQUIPMENT RENTALS INC	MGC-GENERATOR RNTL-12/10-11/16	1,409.75	101 4684222M	1,409.75
7384955	06991	SYSCO VENTURA, INC	ZELDAS-SNACKS	237.53	402 4652251	237.53
7384956	D3099	TELEPACIFIC COMMUNICATIONS	12/16-TELEPHONE SERVICE	10,203.92	101 4315651	10,203.92
7384957	D1059	THE LEMON LEAF CAFE	MGC-HOT COCOA	81.70	101 4684222M	81.70
			TREE LIGHTING-HOT COCOA	163.39	101 4640251	163.39
				245.09		245.09

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7384958	C4011	UNITED RENTALS	LMS-LIFT RENTAL-10/31-11/07/16 CRDT-LMS-LIFT RENTAL	1,831.46 (424.01) <u>1,407.45</u>	101 4632602 101 4632602	1,831.46 (424.01) <u>1,407.45</u>
7384959	D3370	VERIZON WIRELESS	11/16-IPAD SERVICE	1,829.17	101 4315651	1,829.17
7384960	04496	VULCAN MATERIAL WESTERN DIV	ASPHALT COLD MIX ASPHALT ASPHALT COLD MIX COLD MIX	1,935.03 84.76 1,071.90 247.86 127.75 284.82 <u>3,752.12</u>	203 4752410 203 4752410 203 4752410 203 4752410 203 4752410 203 4752410	1,935.03 84.76 1,071.90 247.86 127.75 284.82 <u>3,752.12</u>
7384961	06938	WORKFORCE SAFETY	CONFND SPCE/RESPIRATRY TRNING	3,035.00	480 4755200	3,035.00
7384962	01550	KAISER FOUNDATION HEALTH PLAN	01/17 EMPLOYEE HEALTH INS	188,667.54	101 2166130 101 2166130 101 2166130 101 2166130 109 1101000	(995.57) (995.57) (995.57) (84.63) 186,683.10 <u>5,055.78</u> 188,667.54
7384963	C7946	L A CO DEPT ANIMAL CARE&CONTRL	10/16-HOUSING COSTS	101,741.04	101 4820363	101,741.04
7384964	03154	SO CA EDISON	11/01/16-12/06/16 ELECTRIC SVC	265,502.11	101 4633652 483 4752652 483 4785652 483 4785660	835.72 19.84 90.76 <u>264,555.79</u> 265,502.11
7384965	C2176	WEAVER, DAVID	2016 SANTA SVCS	650.00 <u>650.00</u>	101 4640251 101 4640251	150.00 <u>500.00</u> 650.00
7384966	07917	PULIDO, CLAUDIA	REFUND-CANCELLED EVENT	100.00	101 2182001	100.00
7384967	03672	A T & T	12/07-01/06/17 TELEPHONE SVC	1,307.69	101 4820651	1,307.69
7384968	C0379	A V BALLET	TCKT PRCDS-NTCRCKR-12/8-11/16	32,656.59	101 2107000 402 3405100 402 3405127 402 3405302 402 3405303	55,023.10 (4,236.00) (13,283.75) (1,424.66) (3,422.10) <u>32,656.59</u>
7384969	A7962	A V CHILDREN'S CHOIR	MGC-MUSIC-PERF-12/10/16	300.00	101 4684222M	300.00
7384970	00107	A V PRESS	11/16-HOT WEB/SHOP MORE ADS	2,741.80	101 4305205	2,741.80

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7384971	07914	BYSHERREL, FREDRICK	RFND-CIT #16-4267 AC-1	100.00	101 3310400	100.00
7384972	C2060	CA WATER SERVICE COMPANY	11/07/16-12/14/16 WATER SVC	1,495.20	482 4636654	1,495.20
7384973	07151	ELEGANT AFFAIRS	ZELDAS-CRDT CD TPS-12/15-17/16	270.84	402 2176000	270.84
7384974	07151	ELEGANT AFFAIRS	ZELDAS-CRDT CRD TPS-12/8-10/16	343.83	402 2176000	343.83
7384975	07151	ELEGANT AFFAIRS	ZELDAS-BARTENDERS-12/01-04/16	1,337.50	402 4652308	1,337.50
7384976	07915	FERGUSON, KRYSTAL	RFND-TOT-1/3-11/13/16-FERGUSON	1,975.05	101 3103100	1,975.05
7384977	02108	FRANCHISE TAX BOARD	LEVY PROCEEDS	65.00	101 2159000	65.00
7384978	02108	FRANCHISE TAX BOARD	TAX WITHHOLDING ORDER	100.00	101 2159000	100.00
7384979	02108	FRANCHISE TAX BOARD	TAX WITHHOLDING ORDER	155.00	101 2159000	155.00
7384980	1296	L A CO CLERK-ENVIRO FILINGS	NOA:TENTATIVE TRACT MAP-66842	75.00	101 4782361	75.00
7384981	1214	L A CO SHERIFF'S DEPT	11/16-SPECIAL EVENTS-BLCK FRDY	1,266.17	101 4820355	1,156.32
					101 4820357	109.85
				<u>1,266.17</u>		<u>1,266.17</u>
7384982	1214	L A CO SHERIFF'S DEPT	11/16-SPECIAL EVENT-FOD	2,522.85	101 4820355	2,303.97
					101 4820357	218.88
				<u>2,522.85</u>		<u>2,522.85</u>
7384983	1214	L A CO SHERIFF'S DEPT	11/16-SPECIAL EVENTS-HOLIDAYS	6,829.68	101 4820355	6,237.15
					101 4820357	592.53
				<u>6,829.68</u>		<u>6,829.68</u>
7384984	1215	L A CO WATERWORKS	09/09/16-12/07/16 WATER SVC	19,242.90	101 4633654	125.42
					101 4634654	8,526.91
					101 4636402	788.05
					203 4636654	3,928.87
					363 4542770	62.87
					482 4636654	5,810.78
				<u>19,242.90</u>		<u>19,242.90</u>
7384985	A7221	P E R S LONG TERM CARE PROGRAM	12/16-RETIREEES LONG TERM CARE	3,108.55	109 1101000	3,108.55
7384986	03154	SO CA EDISON	11/10/16-12/17/16 ELECTRIC SVC	1,206.99	101 4636402	52.62
					203 4636652	100.86
					482 4636652	73.07
					483 4785660	145.99
					485 4755652	834.45
				<u>1,206.99</u>		<u>1,206.99</u>
7384987	1907	SO CA GAS COMPANY	11/17/16-12/16/16 GAS SVC	313.67	101 4634655	313.67

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7384988	C4971	UNITED STATES TREASURY	LEVY PROCEEDS	50.00	101 2159000	50.00
7384989	02071	A G SOD FARMS INC	OMP-SOD	1,400.48	101 4634404	1,400.48
7384990	06043	A V 4-H LEADERS COUNCIL	12/16-GNGRBRD DECRTNG INSTRCTN	42.00	101 4643308	42.00
7384991	06931	A V JAPANESE ACADEMY POPPY GAK	12/16-JAPANESE INSTRUCTION	30.00	101 4643308	30.00
7384992	06294	A V WEB DESIGNS	NSC-12/16-MONTHLY HOSTING CHGS	99.95	101 4660301	99.95
7384993	05552	ADVANCED SPORTS PHOTOGRAPHY	FALL 2016 BASKETBALL PICTURES	620.64	101 4641251	620.64
7384994	A8728	ALL THINGS ENGRAVABLE	TROPHIES(210)	1,670.08	101 4641251	1,670.08
7384995	D1663	AMERICAN IRON WORK	LMS-GATE REPAIRS MLS-FENCE REPAIRS	595.00 995.00 <u>1,590.00</u>	101 4632402 101 4633402	595.00 995.00 <u>1,590.00</u>
7384996	05179	ARAMARK UNIFORM SVCS	UNIFORM CLEANINGS	128.22	480 4755209	128.22
7384997	04142	BRINKS INC	CH-12/16-TRANSPORTATION SVCS	169.75	101 3501110	169.75
7384998	05412	CA SHOPPING CART RETRIEVAL	11/16 SHOPPING CART RETRIEVAL	1,386.00	203 4751402	1,386.00
7384999	05128	CLEANSTREET	MGC-EVENT STRT SWEEP-12/10/16	233.00	101 4684222M	233.00
7385000	05945	CUTWATER INVESTORS SRVCS CORP	11/16-INVESTMENT ADVISORY SRVC	2,355.67	101 4310301	2,355.67
7385001	D2221	DAVE MILLS PHOTOGRAPHY	PHOTOGRAPHY SVCS/PHOTOS(8)	1,308.00	206 12ST036924	1,308.00
7385002	00414	DESERT LOCK COMPANY	WCP-LOCKS(6) MLS-KEYS(5) MLS-KEYS(3)	122.63 13.62 16.35 <u>152.60</u>	101 4631301 101 4633403 101 4633403	122.63 13.62 16.35 <u>152.60</u>
7385003	05473	DEWEY PEST CONTROL	MTNC YD-12/16-PEST CONTROL SVC MLS-12/16-PEST CONTROL SVCS WH-12/16-PEST CONTROL SVCS PAC-12/16-PEST CONTROL SVCS CH-12/16-PEST CONTROL SVCS CDR ST-12/16-PEST CONTROL SVCS LUC-12/16-PEST CONTROL SVCS LBP-12/16-PEST CONTROL SVCS	137.00 90.00 70.00 50.00 140.00 90.00 75.00 95.00 <u>747.00</u>	101 4633404 101 4633404 101 4633404 402 4650402 101 4633404 101 4651402 101 4633404 101 4636402	137.00 90.00 70.00 50.00 140.00 90.00 75.00 95.00 <u>747.00</u>
7385004	06857	ENTERTAINMENTMAX, INC	COMMISSION-ZEP USA-11/19/16	839.71	402 4650318	839.71
7385005	00617	FEDERAL EXPRESS CORPORATION	EXPRESS MAILINGS	36.00	101 4782212	36.00
7385006	C9194	GAIL MATERIALS	LMS-SAND	2,910.10	101 4632404	2,910.10

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			OMP-PLAYGROUND DIRT	1,366.51	101 4634404	1,366.51
			RDP-INFIELD DIRT	1,399.23	101 4634404	1,399.23
				<u>5,675.84</u>		<u>5,675.84</u>
7385007	C4032	HOUSING RIGHTS CENTER	10/16-FAIR HOUSING PROGRAM	2,561.00	361 4541301	2,561.00
7385008	07127	HUMAN ELEMENT	12/16-BELLYFIT INSTRUCTION	60.00	101 4643308	60.00
7385009	D3842	INNOVATION EDUCATION	12/16-ITALIAN INSTRUCTION	288.00	101 4643308	288.00
7385010	06623	INTERN'L DANCE FITNESS ACADEMY	12/16-SALSA INSTRUCTION	168.00	101 4643308	168.00
			12/16-ZUMBA INSTRUCTION	81.00	101 4643308	81.00
			12/16-HIP HOP INSTRUCTION	81.00	101 4643308	81.00
				<u>330.00</u>		<u>330.00</u>
7385011	01131	KNOTT'S BERRY FARM	DAY CAMP TRIP(110)-01/05/17	2,337.50	101 4640270	2,337.50
7385012	C8919	KOCUREK, PHILLIP	12/16-PHOTOGRAPHY INSTRUCTOR	195.00	101 4643308	195.00
7385013	1203	LANCASTER PLUMBING SUPPLY	EDP-BUBBLERS/URINAL KIT/NUTS	286.86	101 4631403	286.86
			MLS-CLOSET/HANDLE REPAIR KITS	25.08	101 4633403	25.08
			MLS-VACUUM BREAKER REPAIR KIT	3.27	101 4633403	3.27
				<u>315.21</u>		<u>315.21</u>
7385014	04351	LYN GRAFIX	ALUMINUM CANOPY	4,350.33	203 4752205	4,350.33
7385015	C8380	MC CORMICK ELECTRIC & CONST	OMP-SIGN LIGHTING	180.00	101 4634455	180.00
7385016	02270	MELDON GLASS	MLS-DOOR REPAIRS	85.00	101 4633403	85.00
			CDR ST-WINDOW REPAIRS	110.00	101 4651251	110.00
				<u>195.00</u>		<u>195.00</u>
7385017	D0097	MID-AMERICA SPORTS ADVANTAGE	NSC-FIELD PAINT	590.20	101 4635404	590.20
7385018	D3578	MINUTEMAN PRESS	LCE-00N1 WEEK 61 NOTICES	256.83	490 4370213	256.83
			LCE-00N2 WEEK 61 NOTICES	130.92	490 4370213	130.92
				<u>387.75</u>		<u>387.75</u>
7385019	07464	MORGAN SOLAR USA INC	09/16-NSC-SOLAR POWER	2,466.29	101 4635652	2,466.29
7385020	06543	MURREN, JAMES	12/16-ADMIN HEARINGS	50.00	101 4545301	50.00
7385021	06636	P & J ELECTRIC INC	NSC-CHLORINE MACHINE MAINT	1,632.53	101 4635402	1,632.53
7385022	05741	P P G ARCHITECTURAL FINISHES	PBP-PAINT/ROLLERS/TRAY LINER	261.96	101 4631403	261.96
			PBP-PAINT/BRSHS/SCRPR/SPNGES	506.00	101 4631403	506.00
				<u>767.96</u>		<u>767.96</u>
7385023	06160	PRIME TIME PARTY RENTALS	MGC-HEATERS(7)	385.00	101 4684222M	385.00
7385024	06607	PUMPMAN INC	PUMP STATION-MAINT/ADJUSTMNTS	2,445.00	485 4755301	2,445.00

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7385025	07629	RAFTELIS FINANCIAL CONSULTANTS	11/16-SANITARY SEWER RATE SVCS	4,300.00	480 4755301	4,300.00
7385026	05943	ROBERTSON'S	CONCRETE	236.29	203 4752410	236.29
7385027	04337	RUIZ, LINDA	12/16-TENNIS INSTRUCTOR 12/16-TENNIS INSTRUCTOR	214.20 178.50	101 4643308 101 4643308	214.20 178.50
				<u>392.70</u>		<u>392.70</u>
7385028	03962	SAFETY KLEEN	HAZ WASTE PARTS WASHER	140.76	101 4753657	140.76
7385029	A8260	SAGE STAFFING	PUBLIC SFTY STFF-11/28-12/1/16 SJ-CAP ENG STAFF-12/05-09/16 PUBLIC SAFETY STFF-12/05-09/16	1,119.00 930.00 1,389.43	101 4820301 209 15ST026924 232 15ST048924 101 4820301	1,119.00 465.00 465.00 1,389.43
				<u>3,438.43</u>		<u>3,438.43</u>
7385030	01816	SMITH PIPE & SUPPLY INC	TBP-PVC/CEMENT AHP-VALVE BOX LIDS(16) AHP-SCRUBBERS/PVC/VALVES WCP-HSES/PLIERS/OIL/SHOVL/TAPE TBP-ROTORS/VALVES/PVC	119.15 127.92 312.94 180.22 495.44	101 4631404 101 4631404 101 4631404 101 4631404 101 4631404	119.15 127.92 312.94 180.22 495.44
				<u>1,235.67</u>		<u>1,235.67</u>
7385031	06429	STANTEC CONSULTING SRVCS INC	CP1406-10W/I-ROAD DIET DESIGN CP13023-PROFESSIONAL SVCS	6,253.50 27,943.78	321 15ST042924 209 16ST007924	6,253.50 27,943.78
				<u>34,197.28</u>		<u>34,197.28</u>
7385032	06991	SYSCO VENTURA, INC	ZELDAS-SNACKS/FRUIT ZELDAS-SNACKS	360.83 198.01	402 4652251 402 4652251	360.83 198.01
				<u>558.84</u>		<u>558.84</u>
7385033	04399	THE HOME DEPOT CREDIT SERVICES	SHELVES/TOTES/CHLORINE/CHARGER	1,000.84	480 4755208	1,000.84
7385034	C5522	THOMSON REUTERS-WEST PMT CENT	11/16-INFORMATION CHARGES	265.34	101 4820301	265.34
7385035	C2555	TIME WARNER CABLE	12/14/16-01/13/17-BROADBAND	144.99	101 4820651	144.99
7385036	2003	TIP TOP ARBORISTS, INC	LBP-TREE TRIMMING/REMOVALS	8,289.50	482 4636401	8,289.50
7385037	D4104	TROUTMAN SANDERS LLP	11/16-LEGAL SERVICES-RF/RFP	1,732.50	490 4370303	1,732.50
7385038	02977	TURBO DATA SYSTEMS INC	11/16-PARKNG CITATN PROCESSING 11/16-ADMIN CITATN PROCESSING	9,540.81 2,380.65	101 4810301 101 4310301	9,540.81 2,380.65
				<u>11,921.46</u>		<u>11,921.46</u>
7385039	05551	UNITED SITE SRVCS OF CA,SO DIV	FENCE RENTAL-11/10-12/07/16	19.62	101 4633404	19.62
7385040	04496	VULCAN MATERIAL WESTERN DIV	COLD MIX COLD MIX COLD MIX	194.78 119.90 83.28	203 4752410 203 4752410 203 4752410	194.78 119.90 83.28

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				397.96		397.96
7385041	06146	W A THOMPSON DISTRIBUTING CO	ZELDAS-BEVERAGES	199.00	402 4652251	199.00
7385042	31026	WAXIE SANITARY SUPPLY	PAC-T PPR/GLVS/TWLS/FM/FRSHNR	1,875.92	402 4650406	1,875.92
7385043	D2896	WHITE NELSON DIEHL EVANS LLP	FY15/16-INTERIM AUDIT	10,500.00	101 4310304	10,500.00
7385044	C7946	L A CO DEPT ANIMAL CARE&CONTRL	11/16-HOUSING COSTS	65,364.75	101 4820363	65,364.75
7385045	06344	AERO VIEW LLC	01/17-LEAPS SERVICES	89,991.00	101 4820301	89,991.00
7385046	D0501	HIESL CONSTRUCTION INC	1654 NORBERRY-BID #644-16	35,955.00	363 4542770	35,955.00
			44188 GLENRAVEN-BID #644-16	32,670.00	363 4542770	32,670.00
			240 E AVE J12-BID #644-16	50,670.00	363 4542770	50,670.00
				<u>119,295.00</u>		<u>119,295.00</u>
7385047	A8656	KIMLEY-HORN & ASSOCIATES INC	CDP1310-P/PM SVC-10/31/16-AV K	5,924.00	210 15BR004924	5,924.00
			CDP1310-P/PM SVC-10/31/16-AV M	3,920.00	210 15BR005924	3,920.00
			CDP1310-P/PM SVC-10/31/16-AV G	9,883.50	210 15BR006924	9,883.50
			CDP1310-P/PM SVC-10/31/16-AV J	6,118.00	210 15BR007924	6,118.00
			CP15012-K/35E-IMPROVEMENTS	9,480.00	217 16ST010924	9,480.00
			SR14-AVE L PSR-10/16	17,600.03	210 15BR008924	17,600.03
				<u>52,925.53</u>		<u>52,925.53</u>
7385048	1916	STRADLING,YOCCA,CARLSON,RAUTH	10/16-LEGAL SERVICES	7,934.00	101 4400303	7,934.00
			10/16-LEGAL SERVICES	42,868.11	101 4400303	486.20
					101 4400303	687.50
					101 4400303	2,125.00
					101 4400303	6,133.60
					101 4400303	30,646.30
					490 4370303	635.80
					490 4370303	1,956.91
					811 4100303	40.20
					991 4540303	156.60
			10/16-LEGAL SERVICES	2,676.30	490 4370303	2,676.30
				<u>53,478.41</u>		<u>53,478.41</u>
7385049	05834	VENCO WESTERN, INC	11/16-PERIMETER AREAS MTNC	24,448.14	203 4636264	24,448.14
			11/16-LMD MAINTENANCE	43,217.02	482 4636402	43,217.02
			11/16-LANC BUSINESS PARK MTNC	3,626.23	482 4636401	3,626.23
				<u>71,291.39</u>		<u>71,291.39</u>
7385050	02109	AMERICAN PAYROLL ASSOCIATION	CL-MEMBERSHIP RENEWAL	219.00	101 4310206	219.00
7385051	C8716	CA U S ROUTE 6 TOURIST ASSN	ANNUAL MEMBERSHIP RENEWAL	750.00	101 4100206	750.00
7385052	C9267	DAVIDON HOMES	SECURITY RELEASE-TR 062845	16,300.00	101 2503000	16,300.00
7385053	07597	GUARDIAN LIFE INSURANCE CO	01/17 EMPLOYEE LIFE INSURANCE	8,252.41	101 2166200	0.52
					101 2166200	50.67

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					101 2166200	64.00
					101 2166200	4,419.46
					101 2166300	0.06
					101 2166300	6.33
					101 2166300	8.00
					101 2166300	552.43
					101 2170215	19.15
					101 2170215	23.93
					101 2170215	3,107.86
				8,252.41		8,252.41
7385054	07104	INSTITUTE OF TRANS ENGINEERS	MS/AP/JC-MEMBERSHIP RENEWALS	1,200.00	101 4785206	1,200.00
7385055	1296	L A CO CLERK-ENVIRO FILINGS	NOA:ST PLN 15-01/TRCT MP 73507	75.00	101 4782361	75.00
7385056	1296	L A CO CLERK-ENVIRO FILINGS	NOE:TENTATIVE TRACT MAP-73924	75.00	101 4782361	75.00
7385057	1215	L A CO WATERWORKS	10/18/16-12/27/16 WATER SVC	27,881.34	101 4631654	3,433.64
					101 4634654	3,043.79
					203 4636654	783.98
					482 4636654	20,619.93
				27,881.34		27,881.34
7385058	A7221	P E R S LONG TERM CARE PROGRAM	LONG TERM CARE PREM-PP 26-2016	2,171.87	101 2170200	2,171.87
7385059	07920	SANDOVAL, URIEL MURO	RFND-CIT #31005467	63.00	101 3310200	63.00
7385060	03154	SO CA EDISON	11/10/16-12/23/16 ELECTRIC SVC	63.23	363 4542770	43.96
					363 4542771	19.27
				63.23		63.23
7385061	03154	SO CA EDISON	11/21/16-12/21/16 ELECTRIC SVC	196.77	482 4636652	196.77
7385062	03154	SO CA EDISON	10/12/16-12/28/16 ELECTRIC SVC	10,601.80	101 4540902	395.54
					101 4632652	1,436.81
					101 4633652	3,622.10
					101 4634652	4,221.80
					203 4636652	25.19
					363 4542770	3.32
					482 4636652	369.52
					483 4785652	136.37
					483 4785660	305.32
					484 4755652	85.83
				10,601.80		10,601.80
7385063	1907	SO CA GAS COMPANY	11/18/16-12/22/16 GAS SVC	16,031.83	101 4631655	5,481.50
					101 4633655	6,651.98
					101 4635655	704.98
					101 4651655	901.20
					101 4810403	196.28
					363 4542770	10.37



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Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
				16,031.83	402 4650655	2,085.52 16,031.83
7385064	C2555	TIME WARNER CABLE	12/16-BUSINESS-MAYORS OFFICE	119.17	101 4100301	119.17
7385065	C2555	TIME WARNER CABLE	01/17-BUSINESS-MAYORS OFFICE	123.95	101 4100301	123.95
7385066	06384	VOYAGER FLEET SYSTEMS INC	VOYAGER FLEET SYSTEMS 12/24/16	866.47	101 2602000	866.47
7385067	C5433	WADE, RICHARD	DINOSAUR PRESENTATION-11/19/16	275.00	101 4662251	275.00
7385068	06732	WHEELWORK ARTS LLC	BAL-PEDAL PUNK-01/11/17	6,450.00	402 2177000	(1,050.00)
				6,450.00	402 4650318	7,500.00 6,450.00
7385069	A5389	A V FAIR	09/16-WATCH & WAGER COMM 10/16-WATCH & WAGER COMM	2,454.07 2,501.96	101 2189000 101 2189000	2,454.07 2,501.96 4,956.03
7385070	03312	ALCORN FENCE CO	QUADGRD RPLCMNT-AVE H/PRIMROSE	7,637.00	203 4752460	7,637.00
7385071	C8962	ALTA LANGUAGE SERVICES, INC	MP-LISTENING/SPEAKING TEST	62.00	101 4320301	62.00
7385072	04190	AMERIPRIDE SERVICES	UNIFORM CLEANINGS	43.88	101 4753209	43.88
7385073	06699	BOOKER, MELVIN JR	ZELDAS-MUSIC-PERF-12/15/16 ZELDAS-MUSIC-PERF-12/31/16	200.00 300.00	402 4652251 402 4652251	200.00 300.00 500.00
7385074	07138	BYRNE, KAITIE	KB-REIMB-SPECIAL EVNT SUPPLIES	312.86	101 4540340 101 4540340	41.38 271.48 312.86
7385075	06020	CANON FINANCIAL SERVICES, INC	01/17 COPIER LEASE	12,531.33	101 4310254	12,531.33
7385076	07171	CASTRO, MONICA D	12/16-SPORTS OFFICIAL	50.00	101 4641308	50.00
7385077	07147	CHICAGO TITLE COMPANY	TITLE WORK CHARGES TITLE WORK CHARGES TITLE WORK CHARGES	700.00 700.00 700.00	490 4370301 490 4370301 490 4370301	700.00 700.00 700.00 2,100.00
7385078	03552	COASTLINE EQUIPMENT CO	SEAT BELT-EQ3415RO	186.28	203 4752207	186.28
7385079	00794	CORRALES, RUDY	12/16-SPORTS OFFICIAL	80.00	101 4641308	80.00
7385080	C7625	DAPEER,ROSENBLIT & LITVAK, LLP	11/16-SPECIALIZED LGL SVCS 11/16-SPECIALIZED LGL SVCS	337.50 2,296.61	101 4400303 101 4400303	337.50 2,296.61 2,634.11
7385081	05844	DAVID EVANS AND ASSOCIATES INC	CP14014-PROFESSIONAL SERVICES	1,729.12	399 15ST055924	1,729.12

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Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
			CP15005-PROFESSIONAL SERVICES	1,600.00	210 12ST034924	1,600.00
				3,329.12		3,329.12
7385082	D3792	DEFALCO, CATHY	CD-PR DM-SN FRNCSCO-1/11-12/17	111.00	490 4370201	111.00
7385083	03311	DELTA LIQUID ENERGY	PROPANE-EQ3409	21.60	203 4752217	21.60
7385084	00414	DESERT LOCK COMPANY	OMP-REKEY DOOR LOCK	57.50	101 4634402	57.50
7385085	03409	DOUTRE, ROBERT	12/16-SPORTS OFFICIAL	240.00	101 4641308	240.00
7385086	C0293	EAST, MARY PAULINE	12/16-CONTRACT SERVICES	5,250.00	101 4621308	5,250.00
7385087	05665	EGGERTH, DARRELL	12/16-SPORTS OFFICIAL	100.00	101 4641308	100.00
7385088	07197	ESPRITT, JAVAUGHN	12/16-SPORTS OFFICIAL	300.00	101 4641308	300.00
7385089	C9406	ESTES, MAURICE	12/16-SPORTS OFFICIAL	160.00	101 4641308	160.00
7385090	06380	EWING IRRIGATION PRODUCTS, INC	LMS-PITCHING RUBBERS(4)	602.84	101 4632404	602.84
7385091	00617	FEDERAL EXPRESS CORPORATION	EXPRESS MAILINGS	123.84	101 4315212	13.65
					101 4782212	41.38
					232 16ST003924	18.27
					306 4542212	22.09
					402 4650212	28.45
			EXPRESS MAILINGS	100.30	101 4110212	14.85
					101 4315212	13.95
					402 4650212	71.50
				224.14		224.14
7385092	D0315	FREGOSO, PHYLLIS	01/17-STANDARD RETAINER	8,300.00	101 4620301	8,300.00
7385093	03430	GRAINGER	FUME EXTRACTOR	2,282.90	101 4753405	2,282.90
7385094	C9980	GRANICUS, INC	01/17-03/17-MANAGED SERVICE	315.00	101 4305402	315.00
			01/17-MNGD SVC/STRM REP UPGRD	1,677.14	101 4305402	1,677.14
				1,992.14		1,992.14
7385095	C7863	GREEN SET, INC	MGC-XMAS DECORATIONS-12/10/16	7,673.60	101 4684222M	7,673.60
7385096	02585	HARRELL, BARON	12/16-SPORTS OFFICIAL	150.00	101 4641308	150.00
7385097	03975	HART PRINTERS INC	BUSINESS CARDS(2000)	741.20	101 4200253	92.65
					101 4320253	92.65
					101 4400253	185.30
					101 4634251	92.65
					101 4644251	92.65
					101 4780253	92.65
					101 4785253	92.65
				741.20		741.20

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7385098	819	HERC RENTALS INC	LMS-JACK HMMR RNTL-12/14-15/16	65.40	101 4632602	65.40
7385099	01682	HIRO'S TRANSMISSION	PCM PART/LABOR-EQ3763	1,008.85	203 4752207	1,008.85
7385100	07506	IDAX	LCE-STREETLIGHT AUDT SVCS-PHS 3	23,085.71	483 4752301	23,085.71
7385101	D4004	J P POOLS	NSC-CHLORINE GENERATOR MAINT	650.00	101 4635402	650.00
7385102	07696	JOHNSON, DONALD	12/16-SPORTS OFFICIAL	156.00	101 4641308	156.00
7385103	07697	JOHNSON, SHAMAINE	12/16-SPORTS OFFICIAL	312.00	101 4641308	312.00
7385104	C8063	KINGDOM BUILDING FELLOWSHIP	JUSTICE SUNDAY SPONSORSHIP	1,000.00	106 4100771	1,000.00
7385105	A9432	L A CO REGISTRAR-RECORDER/CLRK	ELCTN PREP/EQP/PRCNT-10/11/16	889.37	101 4110262	889.37
7385106	1203	LANCASTER PLUMBING SUPPLY	OMP-FLUSH VALVE KITS(4)	119.74	101 4634403	119.74
7385107	07918	LARRY, NICHOLE	RFND-YOUTH BASKETBALL	60.00	101 2182001	60.00
7385108	05599	LEE, WATSON W S	11/16-FINGERPRINT ANALYSIS	884.91	101 4820301	884.91
7385109	D3390	LOPEZ, JOE	12/16-SPORTS OFFICIAL	640.00	101 4641308	640.00
7385110	06663	MASON, MELINDA	MGC-PHOTOGRAPHY SERVICES	150.00	101 4305301	150.00
7385111	05457	MAULDIN JR, LEO	12/16-SPORTS OFFICIAL	700.00	101 4641308	700.00
7385112	03351	MAULDIN, JOSEPH	12/16-SPORTS OFFICIAL	275.00	101 4641308	275.00
7385113	C1198	MC PHERSON CONSULTING	PDW-SMOKE ALARM REPAIR	70.00	101 4634402	70.00
			RDP-ALARM WIRING REPAIR	105.00	101 4634402	105.00
				<u>175.00</u>		<u>175.00</u>
7385114	01450	MCCAIN INC	16/17 SOFTWARE MAINTENANCE	4,250.00	101 4785302	4,250.00
7385115	07662	MEDLIN JR, RICK A	ZELDAS-MUSIC-PERF-12/30/16	130.00	402 4652251	130.00
7385116	06966	MICHAEL BAKER INT'L INC	05/16-08/16-AVANTI SOUTH SVCS	17,199.28	101 2185902	17,199.28
			09/16-AVANTI SOUTH SVCS	28,105.10	101 2185902	28,105.10
			10/16-AVANTI SOUTH PROF SVCS	3,583.27	101 2185902	3,583.27
				<u>48,887.65</u>		<u>48,887.65</u>
7385117	D3578	MINUTEMAN PRESS	PBP-SITE PLANS	41.42	101 4631253	41.42
			LCE-00N1 WEEK 62 NOTICES	217.45	490 4370213	217.45
			LCE-00N2 WEEK 62 NOTICES	148.71	490 4370213	148.71
				<u>407.58</u>		<u>407.58</u>
7385118	02822	MOREAU, RAYMOND	REIMB-DAMAGED GLASSES-10/12/16	516.00	101 3602110	516.00

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7385119	05773	MORRISON WELL MAINTENANCE	NSC-11/16-BACTERIOLOGICAL TEST	200.00	101 4635402	200.00
7385120	07509	NAPA AUTO PARTS	WIRE LOOM SPLIT-EQ3981	13.08	483 4755207	13.08
			HYDRAULIC HOSE/FITTINGS-EQ2386	34.16	101 4753207	34.16
			WIRE LOOM SPLITS(50)-EQ3981	16.90	483 4755207	16.90
			ADAPTERS(5)/PLUGS(2)-EQ2386	33.98	101 4753207	33.98
				<u>98.12</u>		<u>98.12</u>
7385121	D2822	NATIONAL CINEMEDIA, LLC	PS-ADS-10/28/16-01/05/17	516.97	101 4810205	516.97
7385122	03762	OFFICE DEPOT	COPY PAPER(82 REAMS)	414.54	101 4310254	414.54
			COPY PAPER	1,220.80	101 4310254	1,220.80
			CALENDAR	10.89	101 4782259	10.89
			COPY PAPER/TAPE/CALENDAR	172.21	101 4780259	56.07
					101 4782259	116.14
				<u>1,818.44</u>		<u>1,818.44</u>
7385123	D0889	OPUS 3 ARTISTS LLC	DEP-PEDAL PUNK-01/11/17	7,500.00	402 4650318	7,500.00
7385124	D1515	PACIFIC STATE APPRAISAL	44503 2 E-APPRAISAL	350.00	363 4542770	350.00
7385125	05780	PLUMBERS DEPOT, INC	CONTROL-EQ3998	749.06	480 4755207	749.06
			KIT/REPAIR FLUID END-EQ3998	550.24	480 4755207	550.24
				<u>1,299.30</u>		<u>1,299.30</u>
7385126	03249	PRAXAIR DISTRIBUTION, INC	FLAP DISCS(6)	54.85	101 4753405	54.85
7385127	05864	QUINN COMPANY	SHEEPSFOOT RNTL-12/12/16	528.43	224 13EV001924	528.43
			SEAL/CYLINDER MASTER-EQ3409	169.54	203 4752207	169.54
			STRIP-WEAR(11)/PLATES-EQ3774	1,538.11	203 4752207	1,538.11
			BOLTS(6)-EQ3394	13.27	203 4752207	13.27
			CAP SCREW-EQ3774	5.81	203 4752207	5.81
			O-RINGS(6)/BOLTS(2)-EQ3774	36.38	203 4752207	36.38
			PUMP-EQ3774	1,256.58	203 4752207	1,256.58
			KIT HORNS(2)/COVERS-EQ3774	19.20	203 4752207	19.20
				<u>3,567.32</u>		<u>3,567.32</u>
7385128	05943	ROBERTSON'S	CONCRETE	689.25	203 4752410	689.25
7385129	D3947	S G A CLEANING SERVICES	LMS-HOSE LEAK REPAIRS	675.00	101 4632402	675.00
			LMS-PAINT RESTROOMS	650.00	101 4632402	650.00
				<u>1,325.00</u>		<u>1,325.00</u>
7385130	A8260	SAGE STAFFING	PUBLIC SAFETY STFF-12/12-16/16	1,417.40	101 4820301	1,417.40
7385131	C3064	SANTOS, RENALDO	12/16-SPORTS OFFICIAL	700.00	101 4641308	700.00
7385132	05952	SINCLAIR PRINTING COMPANY	WINTER 2016 OUTLOOK(63310)	27,228.20	101 4305253	16,336.92
					101 4643253	10,891.28
				<u>27,228.20</u>		<u>27,228.20</u>

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7385133	07752	SKYVIEW CONSULTING, LLC	LCE-CCA IMPLEMENTATION SVCS LCE-CCA IMPLEMENTATION SVCS	6,692.58 7,039.26 <u>13,731.84</u>	490 4370301 490 4370301	6,692.58 7,039.26 <u>13,731.84</u>
7385134	01816	SMITH PIPE & SUPPLY INC	OMP-VALVES/ROTOR NSC-VALVE/CEMENT/PVC/TAPE VALVE/PVC OMP-ADAPTORS/SCREW ASSEMBLYS PVC PIPES(100) VALVES(2)	28.07 152.60 145.89 46.53 40.25 227.81 <u>641.15</u>	101 4634404 101 4635404 101 4635404 101 4634404 101 4634404 101 4635404	28.07 152.60 145.89 46.53 40.25 227.81 <u>641.15</u>
7385135	07553	SMITH, MICHAEL	12/16-SPORTS OFFICIAL	120.00	101 4641308	120.00
7385136	C0674	SOBALVARRO, DAVID	12/16-SPORTS OFFICIAL	40.00	101 4641308	40.00
7385137	04688	SPARKLETTES	WATER(15-24 PKS)	142.42	101 4100205	142.42
7385138	07514	STEVENS, BRONWYN	12/16-SPORTS OFFICIAL	150.00	101 4641308	150.00
7385139	05556	SWAIN, JOCELYN	JS-REIMB-LA CO CLERK NOE FEE	75.00	101 4782361	75.00
7385140	07919	TEPOS CORONA, KIMBERLY	RFND-WINTER SOCCER	84.00	101 2182001	84.00
7385141	A9195	THE WILD ROSE	MC-GET WELL FLOWERS	118.27	101 4100205	118.27
7385142	C5522	THOMSON REUTERS-WEST PMT CENT	11/16-INFORMATION CHARGES 11/16-INFORMATION CHARGES LIBRARY PLAN-11/05-12/04/16	469.35 779.11 21.75 <u>1,270.21</u>	101 4400301 101 4545301 101 4400301	469.35 779.11 21.75 <u>1,270.21</u>
7385143	04239	TIM WELLS MOBILE TIRE SERVICE	SERVICE CALL-EQ3367RO TIRE-EQ3368	92.00 98.86 <u>190.86</u>	203 4752207 203 4752207	92.00 98.86 <u>190.86</u>
7385144	C4011	UNITED RENTALS	CH-BOOM RENTALS-12/01/16	1,004.19	101 4633402	1,004.19
7385145	C7832	VAN-TUYL, BRIAN	12/16-SPORTS OFFICIAL	160.00	101 4641308	160.00
7385146	07598	VANTIV INTEGRATED PAYMENTS INC	11/16-MONTHLY FEES/PASS	95.00	402 4650302	95.00
7385147	05834	VENCO WESTERN, INC	12/16-LMD MAINTENANCE	37,320.00	101 4631402 101 4634402 101 4635402 <u>37,320.00</u>	18,750.00 9,570.00 9,000.00 <u>37,320.00</u>
7385148	D3370	VERIZON WIRELESS	11/16-WIRELESS BROADBAND	1,698.98	101 4315651	1,698.98
7385149	C7740	VISION INTERNET PROVIDERS	12/16 WEB HOSTING	1,000.00	101 4305301	1,000.00

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7385150	04496	VULCAN MATERIAL WESTERN DIV	COLD MIX	183.99	203 4752410	183.99
7385151	05087	WALSMA OIL COMPANY	UNLEADED(4970)/DIESEL(2488)	15,364.39	101 1620000	15,364.39
7385152	31026	WAXIE SANITARY SUPPLY	OMP-CLEANER(4) OMP-T PPR/MPS/PWDR/FRSHNR/TWLS OMP-URINAL DEODORANTS(2)	161.23 1,103.57 45.93 <u>1,310.73</u>	207 4634406 207 4634406 207 4634406	161.23 1,103.57 45.93 <u>1,310.73</u>
7385153	05806	WEST COAST SAFETY SUPPLY CO	HARNESSES(3) HARNESS/CARABINER	799.36 420.21 <u>1,219.57</u>	480 4755402 483 4755460	799.36 420.21 <u>1,219.57</u>
7385154	06600	WILKERSON, BRANDON LAMONT	12/16-SPORTS OFFICIAL	78.00	101 4641308	78.00
7385155	07245	WILSON, MERVIN F	12/16-SPORTS OFFICIAL	120.00	101 4641308	120.00
7385156	C5965	WOLF, LAWRENCE	12/16-SPORTS OFFICIAL	140.00	101 4641308	140.00
7385157	2400	XEROX CORPORATION	11/16-COPIER LEASE-GYA 112199	1,988.27	101 4310254	1,988.27
7385158	D3242	ZIMMER, DANIEL	12/16-SPORTS OFFICIAL	400.00	101 4641308	400.00
7385159	1214	L A CO SHERIFF'S DEPT	11/16 LAW ENFORCEMENT SVCS	2,017,080.50 <u>2,017,080.50</u>	101 4820354 101 4820357	1,846,758.88 170,321.62 <u>2,017,080.50</u>
7385160	A2089	SO CA EDISON-ACCTS REC	INTERCONNECTION FEE-10229079	53,000.00	490 4370301	53,000.00
7385161	A2089	SO CA EDISON-ACCTS REC	INTERCONNECTION FEE-10229079	56,000.00	490 4370301	56,000.00
7385162	07101	CALPINE ENERGY SERVICES L.P.	11/16-LCE-BACK OFFICE SERVICES	68,616.25	490 4370301	68,616.25
7385163	06220	T R C SOLUTIONS, INC	CP13018-AVE K/SR14 INTERCHANGE	57,786.60	210 15BR004924	57,786.60
Chk Count				<u>298</u>	Check Report Total	<u>4,068,530.26</u>

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Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
101009746	00370	CITY OF LANCASTER/PETTY CASH	PETTY CASH EXPENSE	596.21	101 4320251	12.00
					101 4320256	25.00
					101 4701251	20.00
					101 4701251	31.01
					101 4783202	30.00
					101 4783202	35.00
					101 4783202	35.00
					101 4820251	100.00
					101 4684222M	63.20
					203 4752202	25.00
					203 4752202	100.00
					480 4755202	20.00
					480 4755202	100.00
				596.21		596.21
101009747	07101	CALPINE ENERGY SERVICES L.P.	INV #CALP2017-02PREPAY	14,000.00	490 4370653	14,000.00
101009748	00370	CITY OF LANCASTER/PETTY CASH	PETTY CASH DRAW	600.00	101 1020000	600.00
101009749	06209	WAGeworks	2017 FSA PLAN RENEWAL FEE	6,770.09	101 4320260	6,770.09
101009750	07109	SHELL ENERGY NORTH AMERICA LP	11/16-CAPACITY PRODUCT	47,600.00	490 4370653	47,600.00
101009751	00370	CITY OF LANCASTER/PETTY CASH	PETTY CASH-NSC TOURNAMENT	3,500.00	101 1020004	3,500.00
101009752			* WILL BE INCLUDED ON THE 02/17/17 CHECK REGISTER			
101009753	07172	ENERGY AMERICA, LLC	10/16-LCE ENERGY CHARGES	1,998,674.74	490 4370301	5,600.00
					490 4370301	34,014.73
					490 4370653	1,959,060.01
				1,998,674.74		1,998,674.74

Chk Count 8

Check Report Total 2,071,741.04

STAFF REPORT
City of Lancaster

CC 3
01/24/17
MVB

Date: January 24, 2017
To: Mayor Parris and City Council Members
From: Pam Statsmann, Acting Finance Director
Subject: **Monthly Report of Investments – December 2016**

Recommendation:

Accept and approve the December 2016 Monthly Report of Investments as submitted.

Fiscal Impact:

None

Background:

Each month, the Finance Department prepares a report listing the investments for all separate entities under the jurisdiction of the City as identified in the City's Comprehensive Annual Financial Report.

Portfolio Recap

Yield:

	<u>December 2016</u>	<u>November 2016</u>
Total Portfolio	0.67%	0.74%
Local Agency Investment Fund	0.68%	0.68%
Total Portfolio Balance:	\$70,821,307	\$64,038,209

The portfolio balance this month is higher than the month of November due to the receipt of property tax in the amount of \$6,345,600. Other significant revenues include \$2,082,400 of Sales and Use Tax and \$649,750 of miscellaneous grant funds. Some of the larger expenditures include \$2,017,081 to LA County Sheriff for law enforcement services and \$1,998,675 to Energy America's for the purchase of energy.

The City's temporary idle cash, those funds that are not immediately needed to pay current bills and not governed by bond indentures or bond resolutions, is invested in accordance with the City's adopted Investment Policy. This policy is reviewed annually by the City Council, with the latest policy adopted January 13, 2015, by Resolution No. 15-02.

The City's cash management system is designed to accurately monitor and forecast expenditures and revenues, thus enabling the City to invest funds to the fullest extent possible within the guidelines of this Investment Policy. The City attempts to achieve the highest yield obtainable

through a diversified portfolio only after meeting the criteria established for safety and liquidity in that order. The principal investment objectives of the City are:

1. Preservation of capital and protection of investment principal;
2. Maintenance of sufficient liquidity to meet anticipated cash flows;
3. Attainment of a market rate of return;
4. Diversification to avoid incurring unreasonable market risks, and;
5. Compliance with the City's Municipal Code and with all applicable City resolutions, California statutes and Federal regulations.

The City's portfolio is a short-term and intermediate-term fixed income portfolio. The maximum maturity of any investment is 5 years, with consideration of anticipated cash flow requirements and known future liabilities. The City contracts with an investment advisory service (Insight Investment) to assist in the effort to maximize the returns of the City portfolio. The City's investments include publicly traded Treasury notes, Treasury Bills, Federal Agency Investments, Time Deposits, and Local Agency Investment Fund (LAIF) under the auspices of the State Treasurer for investment. Funds invested in LAIF are available within 24 hours, and other investments are available upon maturity at full face value. These investments enable the City to meet its expenditure requirements for the next six months, as required by state law.

The City's investment procedures are governed by Sections 53600 et. seq. of the California Government Code. Additional requirements have been placed on the City's authorized investments by the Investment Policy (a copy is available in the Finance Department or from the City Clerk), and all investments listed on the attached report adhere to these requirements.

PS:TH

Attachment:

Monthly Report of Investments

**ATTACHMENT A
CITY OF LANCASTER
MONTHLY REPORT OF INVESTMENTS
December 31, 2016**

	Interest Rate	Amount	Total
<u>City of Lancaster</u>			
Wells Fargo Bank			
City of Lancaster Account (note 1)	0.00%	\$13,058,134	
Certificate of Deposit	0.10%	\$100,000	
			\$13,158,134
Bank of America			
Certificate of Deposit	0.05%	\$100,000	
			\$100,000
U S Bank - Safekeeping (note 2)			
Commercial Paper	0.00%	\$0	
US Treasury Notes	1.08%	\$6,757,930	
Federal Government Agencies	0.97%	\$18,973,641	
Corporate Securities	0.78%	\$6,252,309	
Cash & Equivalents	0.00%	\$49,992	
			\$32,033,871
California Bank & Trust			
Certificate of Deposit	0.01%	\$100,000	
			\$100,000
Chase Bank			
Certificate of Deposit	0.01%	\$150,889	
			\$150,889
Mission Bank			
Certificate of Deposit	0.20%	\$200,775	
			\$200,775
Local Agency Investment Fund (L.A.I.F.)			
	0.68%	\$22,214,664	\$22,214,664
Total City of Lancaster			\$67,958,334
<u>Successor Agency for the Lancaster Redevelopment Agency</u>			
Local Agency Investment Fund (L.A.I.F.)			
	0.68%	\$2,862,953	\$2,862,953
Total Lancaster Successor Agency			\$2,862,953
<u>Lancaster Financing Authority</u>			
Local Agency Investment Fund (L.A.I.F.)			
	0.68%	\$18	\$18
Total Lancaster Financing Authority			\$18
<u>Lancaster Housing Authority</u>			
Local Agency Investment Fund (L.A.I.F.)			
	0.00%	\$2	\$2
Total Lancaster Housing Authority			\$2
Total Pooled Portfolio (note 3)			\$70,821,307
Weighted Average	0.67%		

**ATTACHMENT A
CITY OF LANCASTER
MONTHLY REPORT OF INVESTMENTS
December 31, 2016**

	Interest Rate	Amount	Total
Wilmington Trust			\$2,123,010
Lancaster Choice Energy LockBox Account	0.00%	\$2,123,010	
The Bank of New York Mellon Trust Company, N.A.			\$1,483,822
LRA & LA County Escrow Account - Government Bonds	0.00%	\$1,483,822	
US Bank			\$27,790,570
CFD 89-1 1990 Special Bonds	0.24%	\$130	
LFA CFD 89-1 1997 Special Bonds	0.25%	\$1,686	
LFA L O BONDS 1997 SERIES A & B	0.15%	\$585,313	
AD 93-3 1994 Limited Improvement Bonds	0.25%	\$454,012	
LRA Combined Project Areas 2003 Housing Refunding Bonds	4.12%	\$5,004,013	
LRA Combined 2004 Fire Protection Facilities Project Bonds	0.25%	\$829,945	
LRA Combined 2004 Sheriff Facilities Prjct Refunding Bonds	0.25%	\$1,771,063	
LRA Combined Housing Tax Allocation Bonds 2009	0.25%	\$2,022,943	
LRA Public Capital Facilities 2010 Project Lease Revenue Bonds	0.25%	\$413,018	
LPA Solar Renewable Energy Issue of 2012A	0.25%	\$2,218,644	
SA Combined Project Areas Refunding Bonds 2015A & B	0.25%	\$12,512	
SA Combined Project Areas Refunding Bonds 2016 A-1 & A-2	0.24%	\$8,394	
SA Combined Project Areas Refunding Bonds 2016B	0.32%	\$5,277	
LFA 2016 Assessment Revenue Bonds (Streetlights Acquisition)	0.00%	\$14,463,621	
Total Restricted Cash/Investments Held in Trust		\$27,790,570	
			\$31,397,402

All investments are authorized pursuant to and consistent with the investment policy of the City of Lancaster. Policy adopted 01/13/2015 under resolution number 15-02.



Pamela Statsmann
Acting Finance Director

**ATTACHMENT A
CITY OF LANCASTER
MONTHLY REPORT OF INVESTMENTS
DECEMBER 31, 2016**

- (1) This is the actual City bank account balance as of 12/31/2016. It only reflects checks that have been presented for payment and deposits received by the bank. The balance on deposit per the City books would reflect reductions for all checks and warrants issued and all deposits transmitted.
- (2) This is the safekeeping account utilized for investing City funds pursuant and consistent with the investment policy adopted 01/13/2015. The current portfolio consists of treasury notes, government agencies, corporates, and CDs.

(3) Pooled Portfolio:

	<u>% of Portfolio</u>	<u>Policy Limit</u>
Cash	19.29%	None
CDs	.96%	25% of total portfolio
Commercial Paper	0.00%	25% of total portfolio
US Treasury	9.94%	None
Federal Securities	27.92%	None
Corporate Securities	9.20%	25% of total portfolio
LAIF	32.69%	None

- (4) These are restricted cash and investments are held in trust by the banks indicated. These amounts cannot be pooled for other investing.

City of Lancaster
Cash Balances by Fund
December 31, 2016

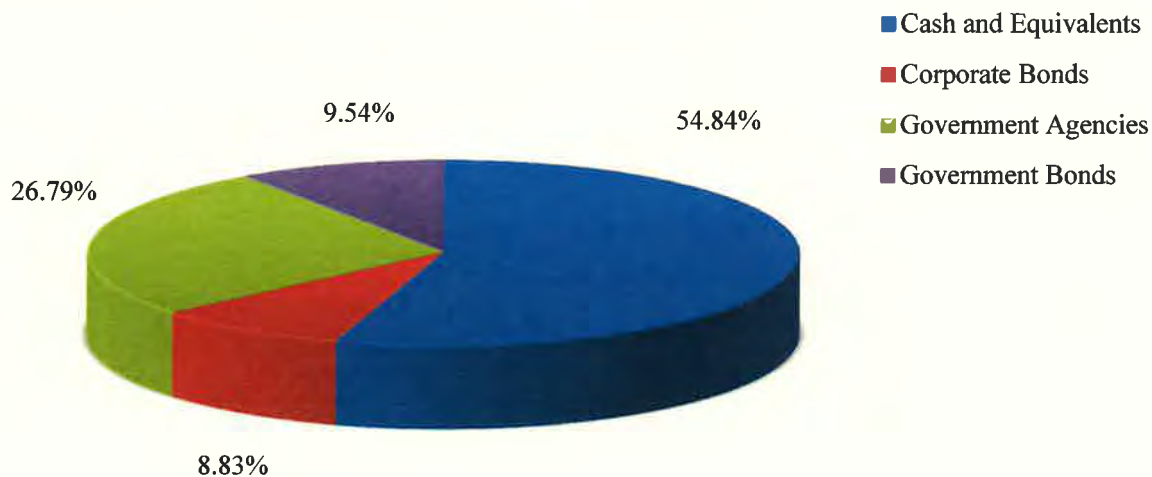
Fund No.	Fund Name	Ending Balance	Fund No.	Fund Name	Ending Balance
101	GENERAL FUND	\$ 11,072,848	330	STATE GRANT RECYCLING	\$ (111,069)
104	CAPITAL REPLACEMENT FUND	\$ 2,457,693	331	STATE GRANT - OIL RECYCLING	\$ 5,677
106	COMMUNITY SERVICES FOUNDATION	\$ 123,583	349	MISC STATE GRANTS	\$ (337,476)
109	CITY SPECIAL RESERVES FUND	\$ (558,634)	361	CDBG	\$ (197,363)
150	CAPITAL PROJECTS FUND - CITY	\$ (313,946)	363	NBRHD STABILIZATION PRGM	\$ 877,846
203	GAS TAX	\$ 2,156,669	364	HPRP-HOMELESS PREV & RAPID REH	\$ (2,522)
204	AQMD	\$ 204,166	371	FEDERAL TEA	\$ 29,263
205	PROP 1B	\$ 264,334	381	EDA	\$ 19,494
206	TDA ARTICLE 8 FUND	\$ 75,825	382	EDI	\$ 139,653
207	PROP "A" TRANSIT FUND	\$ 2,678,699	390	OES / FEMA	\$ 276,825
208	TDA ARTICLE 3 BIKEWAY FUND	\$ (1,093)	391	LANCASTER HOME PROGRAM	\$ 655,606
209	PROPOSITION "C" FUND	\$ 7,230,319	399	FEDERAL MISCELLANEOUS GRANTS	\$ (1,127,317)
210	MEASURE R FUND	\$ 4,457,674	401	AGENCY FUND	\$ 753,479
213	PARKS DEVELOPMENT FUND	\$ 812,386	402	PERFORMING ARTS CENTER	\$ (1,023,018)
217	SIGNALS - DEVELOPER FEES FUND	\$ 3,654,704	404	GRANTS FUND	\$ (291,754)
220	DRAINAGE - DEVELOPER FEES FUND	\$ 3,584,099	408	X-AEROSPACE GRANTS FUND	\$ (86,205)
224	BIOLOGICAL IMPACT FEE FUND	\$ 1,262,012	409	X-REIMBURSABLE GRANTS FUND	\$ 25,506
226	USP - OPERATION	\$ 2,569	456	STILL MEADOW LN SWR ASSMNT DST	\$ 4,574
227	USP - PARKS	\$ 1,244,183	480	SEWER MAINT FUND	\$ 5,402,752
228	USP - ADMIN	\$ 52,859	481	FOX FIELD LANDSCAPE MAINT DIST	\$ 435
229	USP - CORP YARD	\$ 119,879	482	LANDSCAPE MAINTENANCE DISTRICT	\$ 2,416,658
230	MARIPOSA LILY FUND	\$ 62,733	483	LIGHTING MAINTENANCE DISTRICT	\$ (556,391)
232	TRAFFIC IMPACT FEES FUND	\$ 2,469,755	484	DRAINAGE MAINTENANCE DISTRICT	\$ 1,179,215
248	TRAFFIC SAFETY FUND	\$ 51,537	485	RECYCLED WATER FUND	\$ (245,122)
251	ENGINEERING FEES	\$ (418,694)	486	LANCASTER POWER AUTHORITY	\$ 1,694,104
252	PROP 42 CONGESTION MANAGEMENT	\$ 643,380	490	LANCASTER CHOICE ENERGY	\$ 4,445,820
261	LOS ANGELES COUNTY REIMB	\$ 130,004	701	LANCASTER FINANCING AUTHORITY	\$ 5,083
299	PRIVATE DEVELOPER REIMBURSEMEN	\$ (35,915)	810	ASSESSMENT DISTRICT FUND	\$ 154,596
301	LANCASTER HOUSING AUTH. OPS.	\$ 4,112,565	811	AD 93-3	\$ 350,011
306	LOW & MOD INCOME HOUSING	\$ 4,863,741	812	AD 92-101	\$ 87,465
315	LOCAL PRIVATE GRANTS	\$ 6,206	820	CFD 89-1 EASTSIDE WATER FUND	\$ 473,553
320	STATE GRANTS - PARKS	\$ (6,389)	830	CFD 90-1 (BELLE TIERRA)	\$ 447,172
321	MTA GRANT - LOCAL	\$ 128,074	831	CFD 91-1 (QUARTZ HILL)	\$ 770,534
323	STATE GRANT - STPL	\$ (554,266)	832	CFD 91-2 (LANC BUSINESS PARK)	\$ 438,118
324	STATE GRANT - OTS	\$ 1,515	833	REDEV OBLIGATION RETIREMENT FD	\$ 2,836,321
327	MTA GRANT - MEASURE R	\$ (0)	991	Report Final Totals	\$ 71,546,599

* Variance from portfolio balance due to deposits in transit and outstanding checks at month end

**City of Lancaster
Recap of Securities Held
December 31, 2016**

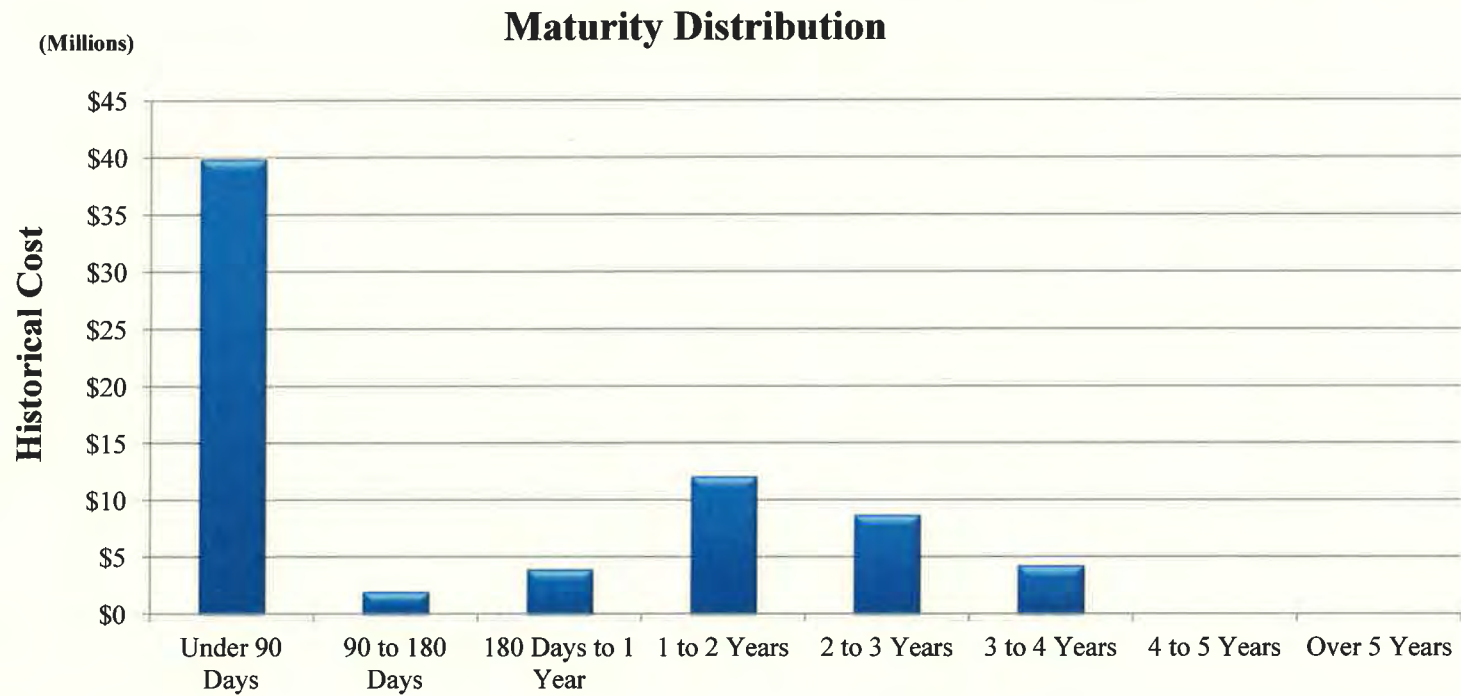
	Historical Cost	Amortized Cost	Fair Value	Unrealized Gain (Loss)	Weighted Average Effective Maturity (Days)	% Portfolio/ Segment	Weighted Average Market Duration (Years)
Cash and Equivalents	\$38,837,428	\$38,837,428	\$38,837,428	\$0	1	54.84%	0.00
Corporate Bonds	\$6,252,309	\$6,203,930	\$6,151,620	(\$52,311)	589	8.83%	1.57
Government Agencies	\$18,973,641	\$18,967,592	\$18,844,189	(\$123,404)	760	26.79%	1.86
Government Bonds	\$6,757,930	\$6,723,810	\$6,707,536	(\$16,273)	504	9.54%	1.35
TOTAL	\$70,821,307	\$70,732,760	\$70,540,772	(\$191,988)	641	100.00%	1.47

Portfolio Diversification



City of Lancaster
Maturity Distribution
December 31, 2016

Maturity	Historical Cost	Percent
Under 90 Days	\$39,875,848	56.30%
90 to 180 Days	\$1,998,561	2.82%
180 Days to 1 Year	\$3,928,378	5.55%
1 to 2 Years	\$12,086,478	17.07%
2 to 3 Years	\$8,696,729	12.28%
3 to 4 Years	\$4,235,313	5.98%
4 to 5 Years	\$0	0.00%
Over 5 Years	\$0	0.00%
	\$70,821,307	100.00%



STAFF REPORT
City of Lancaster

CC 4
01/24/17
MVB

Date: January 24, 2017

To: Mayor Parris and City Council Members

From: Britt Avrit, CMC, City Clerk

Subject: **Resolution Authorizing the Destruction of Certain Records**

Recommendation:

Adopt **Resolution No. 17-02**, authorizing the destruction of certain records (City Property Damage Claims, Claims Against the City, Absentee Voting, Ballots, Inspector Receipts, Precinct Board Records, Precinct Election Records, Speaker Cards, Public Records Requests, Records Center Documentation, Subpoenas, Insurance – City as Additional Insured, Affidavits of Publication, Service Requests, Sports, Special Events, Registration-Recreation Programs, Recreation Log Books, Pesticide Usage Reports, Accounts Payable, Accounts Receivable, Banking Records, Financial Reports, Payroll, Payroll-Registers).

Fiscal Impact:

None.

Background:

Section 34090 of the Government Code provides a procedure whereby any City record, which has served its purpose and is no longer required, may be destroyed. After a thorough review of the Records Retention Schedule, which was adopted by the City Council on September 12, 2000, it has been determined that certain records for Administration, City Clerk, Parks Recreation & Arts, and Finance are ready for destruction. Lists of the records are attached to the Resolution as Exhibits A, B, C, and D. A public records request has been received that may impact a portion of the records in Attachment D. Records that could be impacted will not be destroyed until the request has been completed and the statute of limitations for any challenge to the adequacy of the City's response has run.

BA:lb

Attachment:

Resolution No. 17-02

RESOLUTION NO. 17-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, CALIFORNIA, AUTHORIZING DESTRUCTION OF CERTAIN RECORDS (CITY PROPERTY DAMAGE CLAIMS, CLAIMS AGAINST THE CITY, ABSENTEE VOTING, BALLOTS, INSPECTOR RECEIPTS, PRECINCT BOARD RECORDS, PRECINCT ELECTION RECORDS, SPEAKER CARDS, PUBLIC RECORDS REQUESTS, RECORDS CENTER DOCUMENTATION, SUBPOENAS, INSURANCE-CITY AS ADDITIONAL INSURED, AFFIDAVITS OF PUBLICATION, SERVICE REQUESTS, SPORTS, SPECIAL EVENTS, REGISTRATION-RECREATION PROGRAMS, RECREATION LOG BOOKS, PESTICIDE USAGE REPORTS, ACCOUNTS PAYABLE, ACCOUNTS RECEIVABLE, BANKING RECORDS, FINANCIAL REPORTS, PAYROLL, PAYROLL – REGISTERS)

WHEREAS, Government Code Section 34090 et. seq, authorizes the City Council to destroy those City records, documents, and supplies after the same are no longer required, with the approval of the Legislative Body by resolution, and the written consent of the City Attorney;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. The City Council finds that the records set forth in "Exhibit A" (City Property Damage Claims) attached hereto and incorporated by reference, are eligible under Government Code § 34090 for destruction and are older than active plus two years.

Section 2. The City Council finds that the records set forth in "Exhibit A" (Claims Against the City) attached hereto and incorporated by reference, are eligible under Government Code § 34090, 25105.5 for destruction and are older than active plus five years.

Section 3. The City Council finds that the records set forth in "Exhibit B" (Absentee Voting) attached hereto and incorporated by reference, are eligible under Election Code § 17505(b) for destruction and are older than while current plus six months.

Section 4. The City Council finds that the records set forth in "Exhibit B" (Ballots) attached hereto and incorporated by reference, are eligible under Election Code § 17302, 17306 for destruction and are older than while current plus six months.

Section 5. The City Council finds that the records set forth in "Exhibit B" (Inspector Receipts) attached hereto and incorporated by reference, are eligible under Election Code § 17302 for destruction and are older than while current plus six months.

Section 6. The City Council finds that the records set forth in "Exhibit B" (Precinct Board Records) attached hereto and incorporated by reference, are eligible under Election Code § 17503(b) for destruction and are older than while current plus six months.

Section 7. The City Council finds that the records set forth in "Exhibit B" (Precinct Election Records) attached hereto and incorporated by reference, are eligible under Election Code § 17304(b) for destruction and are older than while current plus six months.

Section 8. The City Council finds that the records set forth in "Exhibit B" (Speaker Cards) attached hereto and incorporated by reference, are eligible under Government Code § 34090.7 for destruction and are older than six months.

Section 9. The City Council finds that the records set forth in "Exhibit B" (Public Records Request) attached hereto and incorporated by reference, are eligible under Government Code § 34090 for destruction and are older than two years.

Section 10. The City Council finds that the records set forth in "Exhibit B" (Records Center Documentation) attached hereto and incorporated by reference, are eligible under Government Code § 34090 for destruction and are older than two years.

Section 11. The City Council finds that the records set forth in "Exhibit B" (Subpoenas) attached hereto and incorporated by reference, are eligible under Government Code § 34090 for destruction and are older than active plus three years.

Section 12. The City Council finds that the records set forth in "Exhibit B" (Insurance – City as Additional Insured) attached hereto and incorporated by reference, are eligible under Government Code § 34090 for destruction and are older than term plus three years.

Section 13. The City Council finds that the records set forth in "Exhibit B" (Affidavits of Publication) attached hereto and incorporated by reference, are eligible under Government Code § 34090, CCP 343, 349 et seq. for destruction and are older than current year plus seven years.

Section 14. The City Council finds that the records set forth in "Exhibit C" (Service Requests) attached hereto and incorporated by reference, are eligible under Government Code § 34090 for destruction and are older than two years.

Section 15. The City Council finds that the records set forth in "Exhibit C" (Sports) attached hereto and incorporated by reference, are eligible under Government Code § 34090 for destruction and are older than two years plus annual review.

Section 16. The City Council finds that the records set forth in "Exhibit C" (Special Events) attached hereto and incorporated by reference, are eligible under Government Code § 34090 for destruction and are older than while current plus two years.

Section 17. The City Council finds that the records set forth in "Exhibit C" (Registration-Recreation Programs) attached hereto and incorporated by reference, are eligible under Government Code § 34090 for destruction and are older than while current plus two years.

Section 18. The City Council finds that the records set forth in "Exhibit C" (Recreation Log Books) attached hereto and incorporated by reference, are eligible under Government Code § 34090 for destruction and are older than while current plus five years.

Section 19. The City Council finds that the records set forth in "Exhibit C" (Pesticide Usage Reports) attached hereto and incorporated by reference, are eligible under Health and Safety Code 100575, BPC 8505.13 for destruction and are older than current year plus five years.

Section 20. The City Council finds that the records set forth in "Exhibit D" (Accounts Receivable) attached hereto and incorporated by reference, are eligible under Government Code § 34090, 40802 and 41 CFR 29-70.203-2 for destruction and are older than audit plus three years.

Section 21. The City Council finds that the records set forth in "Exhibit D" (Accounts Payable) attached hereto and incorporated by reference, are eligible under Government Code § 34090, 40802 and 34090.7 for destruction and are older than audit plus five years.

Section 22. The City Council finds that the records set forth in "Exhibit D" (Banking Records) attached hereto and incorporated by reference, are eligible under Government Code § 34090, 26 CFR 16001-1, CCP 337, FC 3368, 30210 and Government Code § 43900 et seq. for destruction and are older than audit plus five years.

Section 23. The City Council finds that the records set forth in "Exhibit D" (Financial Reports) attached hereto and incorporated by reference, are eligible under Government Code § 34090 for destruction and are older than audit plus five years.

Section 24. The City Council finds that the records set forth in "Exhibit D" (Payroll) attached hereto and incorporated by reference, are eligible under Government Code § 34090; 26 CFR 16001.1, 29 CFR 1627.3(s); 29 CFR 516.2; 41 CFR 50-201.501; 20 CFR 516.1(1); 29 CFR 655.202; IRS Reg 31.6001-1(e)(z); R&T 19530; LC 1174(d) for destruction and are older than audit plus five years.

Section 25. The City Council finds that the records set forth in "Exhibit D" (Payroll Registers) attached hereto and incorporated by reference, are eligible under Government Code § 34090, CAC 22-1085-2, 26 CFR 31.6001-1, 29 CFR 516.5, 516.6, LC 1174(d) for destruction and are older than audit plus ten years.

Section 26. The City Council of the City of Lancaster does hereby authorize the City Clerk to destroy those eligible records, documents, books or papers described in "Exhibits A, B, C and D."

PASSED, APPROVED and ADOPTED this 24th day of January, 2017, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

APPROVED:

BRITT AVRIT, CMC
City Clerk
City of Lancaster

R. REX PARRIS
Mayor
City of Lancaster

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES }ss
CITY OF LANCASTER }

CERTIFICATION OF RESOLUTION
CITY COUNCIL

I, _____, _____ City of Lancaster, California,
do hereby certify that this is a true and correct copy of the original Resolution No. 17-02, for
which the original is on file in my office.

WITNESS MY HAND AND THE SEAL OF THE CITY OF LANCASTER, on this
_____ day of _____, _____.

(seal)



Exhibit "A"
APPROVAL FOR
and
CERTIFICATE OF DESTRUCTION

In accordance with the City of Lancaster Records Disposition Schedule, and **Resolution No. 17-02**, as approved by the City Council, the following records of your Department are eligible for final destruction on **1/24/2017**.

Department ADMINISTRATION
I do hereby approve the final disposition of the below listed records.

Department Approval _____
Mark V. Bozigian, City Manager Date

City Attorney Approval _____
Allison E. Burns, Esq Date

City Clerk Approval _____
Britt Avrit, CMC Date

<u>Date/Range</u>	<u>Records Series Title</u>	<u>Records Center Box Location</u>
2013-2014	City Property Claims	CCV 2110
2009-2011	Claims Against the City	CCV 2111

Disposition Method:

Non-confidential Confidential Archives

**CERTIFICATE
OF DESTRUCTION**

I hereby certify that the above
listed records were disposed of on _____

Date

Witness (signature)

Please return this form to City Clerk Department. Following destruction, you will receive a copy signed by the witness of the destruction.

Exhibit "C"
APPROVAL FOR
and
CERTIFICATE OF DESTRUCTION

In accordance with the City of Lancaster Records Disposition Schedule, and **Resolution No. 17-02**, as approved by the City Council, the following records of your Department are eligible for final destruction on **1/24/2017**.

Department PARKS, RECREATION & ARTS
 I do hereby approve the final disposition of the below listed records.

Department Approval _____
Ronda Perez, Date
Parks, Recreation & Arts Director

City Attorney Approval _____
Allison E. Burns, Esq. Date

City Clerk Approval _____
Britt Avrit, CMC Date

<u>Date/Range</u>	<u>Records Series Title</u>	<u>Records Center Box Location</u>
2014	Service Requests	PP 2731
7/14-11/14	Sports	S 1473
7/14-11/14	Sports	S 1477
10/13-11/14	Special Events	KK 2399
1/2014	Special Events	S 1469

Disposition Method:

Non-confidential Confidential Archives

**CERTIFICATE
 OF DESTRUCTION**

I hereby certify that the above listed records were disposed of on _____
Date Witness (signature)

Please return this form to City Clerk Department. Following destruction, you will receive a copy signed by the witness of the destruction.

Exhibit "C"
APPROVAL FOR
and
CERTIFICATE OF DESTRUCTION

Resolution No. 17-02

Department Parks, Recreation & Arts

Date 1/24/2017

Page 2 of 2

<u>Date/Range</u>	<u>Records Series Title</u>	<u>Records Center Box Location</u>
5/14-8/14	Registrations-Recreation Programs	JJ 2273
8/14-12/14	Registrations-Recreation Programs	KK 2322
2010	Recreation Log Books	KK 2386
2011	Recreation Log Books	OO 5232
1/09-12/11	Pesticide Usage Reports	KK 2396

Exhibit "D"
APPROVAL FOR
and
CERTIFICATE OF DESTRUCTION

In accordance with the City of Lancaster Records Disposition Schedule, and **Resolution No. 17-02**, as approved by the City Council, the following records of your Department are eligible for final destruction on **1/24/2017**.

Department FINANCE

I do hereby approve the final disposition of the below listed records.

Department Approval _____

Pam Statsmann, Acting Finance Director Date

City Attorney Approval _____

Allison E. Burns, Esq Date

City Clerk Approval _____

Britt Avrit, CMC Date

<u>Date/Range</u>	<u>Records Series Title</u>	<u>Records Center Box Location</u>
7/2012-12/2012	Accounts Receivable	CCV 2123
1/2013	Accounts Receivable	CCV 2124
2011-2012	Accounts Receivable	S 1499
7/2012	Accounts Receivable	LL 2405
8/2012	Accounts Receivable	LL 2414
9/2012	Accounts Receivable	LL 2416
10/2012	Accounts Receivable	LL 2429
11/2012	Accounts Receivable	LL 2431
12/2012	Accounts Receivable	LL 2434

Disposition Method:

 Non-confidential Confidential Archives

CERTIFICATE OF DESTRUCTION

I hereby certify that the above listed records were disposed of on _____

Date

Witness (signature)

Please return this form to City Clerk Department. Following destruction, you will receive a copy signed by the witness of the destruction.

Exhibit "D"
APPROVAL FOR
and
CERTIFICATE OF DESTRUCTION

Resolution No. 17-02

Department Finance

Date 1/24/2017

Page 2 of 3

<u>Date/Range</u>	<u>Records Series Title</u>	<u>Records Center Box Location</u>
2010-2011	Accounts Payable	S 1514
2010-2011	Accounts Payable	S 1518
2010-2011	Accounts Payable	II 2161
2010-2011	Accounts Payable	II 2187
2010-2011	Accounts Payable	II 2193
2010-2011	Accounts Payable	II 2195
2010-2011	Accounts Payable	II 2210
2010-2011	Accounts Payable	II 2212
2010-2011	Accounts Payable	II 2217
2010-2011	Accounts Payable	II 2218
2010-2011	Accounts Payable	II 2221
2010-2011	Accounts Payable	II 2223
2010-2011	Accounts Payable	II 2225
2010-2011	Accounts Payable	II 2227
2010-2011	Accounts Payable	II 2229
2010-2011	Accounts Payable	KK 2330
2010-2011	Accounts Payable	KK 2331
2010-2011	Accounts Payable	KK 2334
2010-2011	Accounts Payable	KK 2335
2010-2011	Accounts Payable	LL 2421
2010-2011	Accounts Payable	NN 2598
2010-2011	Accounts Payable	NN 2600
2010-2011	Accounts Payable	NN 2620
2010-2011	Accounts Payable	NN 2635
2010-2011	Accounts Payable	OO 2696
2010-2011	Accounts Payable	OO 2700

Exhibit "D"
APPROVAL FOR
and
CERTIFICATE OF DESTRUCTION

Resolution No. 17-02

Department Finance

Date 1/24/2017

Page 3 of 3

<u>Date/Range</u>	<u>Records Series Title</u>	<u>Records Center Box Location</u>
2010-2011	Banking Records	EE 1852
2010-2011	Banking Records	EE 1853
2010-2011	Banking Records	FF 1939
2010-2011	Financial Reports	CCV 2125
2010-2011	Financial Reports	CCV 2126
2010-2011	Financial Reports	C 161
2010-2011	Financial Reports	J 722
2010-2011	Financial Reports	J 738
2010-2011	Financial Reports	KK 2355
2010-2011	Financial Reports	KK 2356
2010	Payroll	II 2203
2010	Payroll	II 2233
2010	Payroll	II 2237
2010	Payroll	LL 2445
2010	Payroll	LL 2447
2010	Payroll	LL 2451
2010	Payroll	LL 2445
2010	Payroll	LL 2445
2011	Payroll	A 66
2011	Payroll	D 262
2011	Payroll	D 264
2011	Payroll	S 1441
2011	Payroll	S 1443
2011	Payroll	S 1445
2011	Payroll	S 1447
2005	Payroll – Registers	PP 2777
2006	Payroll – Registers	PP 2759
2005	Payroll – Registers	PP 2779

STAFF REPORT
City of Lancaster

CC 5
01/24/17
MVB

Date: January 24, 2017

To: Mayor Parris and City Council Members

From: Pam Statsmann, Acting Finance Director

Subject: **Recognition of revenue and appropriation of \$500,000 in Measure R SR-138 Capacity Enhancement Program Funds for Capital Improvement Project 15BR008 – Avenue L Interchange Project**

Recommendation:

Recognize \$500,000 in Measure R SR-138 Capacity Enhancement Program revenue into account number 210-3320-100 - Measure R Highway Equity Funds, and appropriate the same into capital expenditure account number 210-15BR008-924 - Avenue L Interchange Project.

Fiscal Impact:

A \$500,000 increase in both revenue and expenditure budgets in the Measure R Fund.

Background:

With the adoption of the FY 16/17 Budget, \$100,000 was appropriated to begin the Avenue L Interchange Project's planning and environmental documentation. Subsequent to budget adoption, staff accelerated the project and found we needed to modify our Funding Agreement with Los Angeles County Metropolitan Transit Authority (LACMTA) to keep pace with the development of the project.

Pursuant to a request from the City, on December 1, 2016 LACMTA approved an update to executed funding agreement (MR 330.05), which allows the City to use programmed Measure R funds in earlier years that originally requested to expedite the project development phases. With Council's recognition of the revenue and approval of the appropriation, we will be able to continue moving forward on this \$5,000,000 enhancement project.

PS:jh

STAFF REPORT
City of Lancaster

CC 6
01/24/17
MVB

Date: January 24, 2017

To: Mayor Parris and City Council Members

From: Jeff Hogan, Development Services Director

Subject: **Final Map Approval – Parcel Map No. 73501 (Located in the Vicinity of 100th Street West, North of Avenue H)**

Recommendation:

Approve the map and reject the dedications for private and future streets, as offered on the map for Parcel Map No. 73501, located in the vicinity of 100th Street West, north of Avenue H, owned by Sustainable Property Holdings, LLC; make findings that this project will not violate any of the provisions of Sections 66473.5, 66474.1, and 66474.6 of the Subdivision Map Act; and instruct the City Clerk to endorse on the face of the map the certificate, which embodies the approval of said map, and reject the dedications for private and future streets shown thereon.

Fiscal Impact:

None.

Background:

On September 28, 2015, the Development Services Department approved Tentative Administrative Parcel Map No. 73501.

The Final Map is in substantial conformance with the approved tentative map. Parcel Map No. 73501 has been checked by the City Engineer, and is ready for Council approval. In addition, monumentation security has been submitted to ensure the installation of monuments.

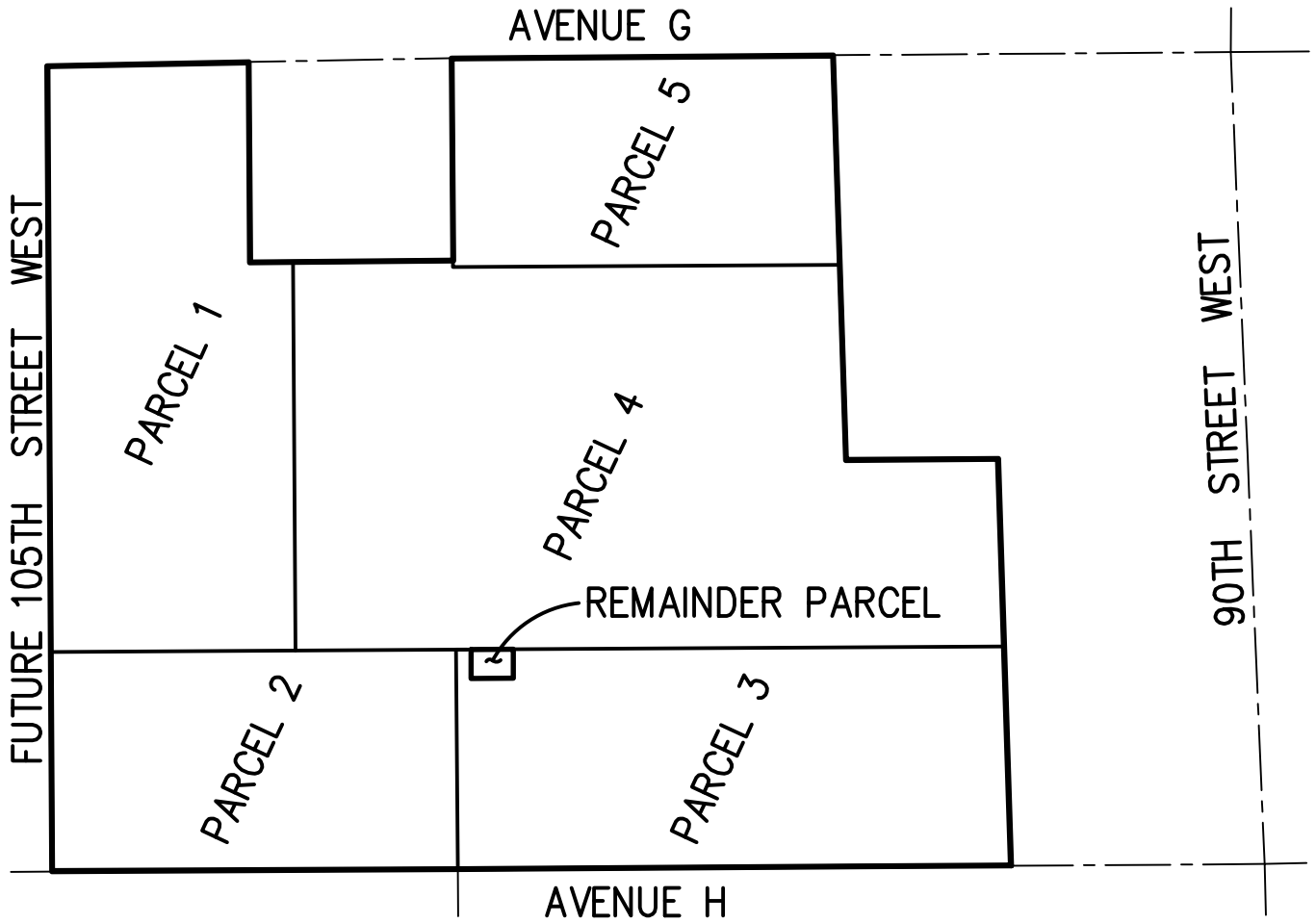
JF:pjp

Attachment:

Map



PARCEL MAP NO. 73501



STAFF REPORT
City of Lancaster

CC 7
01/24/17
MVB

Date: January 24, 2017

To: Mayor Parris and City Council Members

From: Jeff Hogan, Development Services Director

Subject: **Approve Purchase of Used 2015 Dodge Ram Truck with Altec Articulating Boom and JEM Hybrid System**

Recommendation:

Authorize the purchase of a used 2015 Dodge Ram 5550 truck with an Altec articulating boom and Jobsite Energy Management System (JEM) hybrid system from Altec Industries, Inc., in the amount of \$145,980.20, for street lighting operations and maintenance.

Fiscal Impact:

Sufficient funds are available in the adopted Fiscal Year 2016/2017 budget to cover this expenditure.

Background:

The acquisition of street lights from Southern California Edison is scheduled to begin in late January 2017. The street lighting section of Public Works will be responsible for the maintenance operation, and will require this piece of equipment. City staff has obtained a quote from Altec Industries, Inc., for a used 2015 Dodge Ram Truck with an Altec articulating boom and JEM hybrid system for street lighting operations in the amount of \$145,980.20 (including all taxes and fees). This unit is listed for \$162,505.00, however, Altec Industries has offered the City a substantial discount.

The articulating boom and JEM unit provides reduced emissions by operating off of a battery backup system while the engine to the truck is not running. The purchase of this vehicle will promote the vision of the City's Draft Climate Action Plan. Although this unit is used, the wear and tear is minimal, since it was used by the vendor for demonstration purposes only. This piece of equipment has been inspected, has only 23,146 miles on it, and is in pristine condition.

Altec Industries, Inc. is a leading provider of products and services in the electric utility and contractor markets. The City's boom truck fleet is similar to the proposed vehicle, and City staff is trained to repair this type of boom truck. It is the policy of the City to waive the competitive procurement process when the standardization of equipment is in the best interest of the City. By standardizing the boom truck fleet, the City will reduce repair and maintenance costs, reduce required parts inventory, and minimize additional unnecessary training of personnel.

Staff recommends approval of this purchase to augment the City's current vehicle inventory, and enable proper upkeep of the new streetlight assets.

JH:jw

STAFF REPORT

City of Lancaster

Date: January 24, 2017

To: Mayor Parris and City Council Members

From: Jason Caudle, Deputy City Manager

Subject: **Appropriate the Award of Funds for CRT Settlement (Government Class) Fund Grant**

CC 8
01/24/17
MVB

Recommendation:

Appropriate \$150,000 in CRT Settlement grant funds to expenditure accounts shown below, and estimate revenue in the same amount to 101-3307100.

<u>Distribution</u>	<u>Description</u>	<u>Amount</u>
101-4315-301	Professional Services	\$140,000.00
101-4315-302	Computer Software and Support	\$10,000.00

Fiscal Impact:

Grant award amount is \$150,000. The first installment payment of \$135,000 will be mailed in early February. The final installment of \$15,000 will be paid upon satisfactory completion of the project.

Background:

On July 15, 2016, City staff submitted applications to CRT Settlement for the award of grant funds in the amounts of \$65,000 from the Settlement (Government Class) Fund and \$150,000 from the Deadweight Loss Fund. The CRT Settlement Fund is the result of five Settlement Agreements obtained by the Attorney General of the State of California in a civil lawsuit (*State of California, et al. v. Samsung SDI, et al.*) filed against the makers of cathode ray tubes (CRTs). CRTs are a display technology that was widely used in televisions and computer monitors a decade ago, now replaced by LED, LCD and Plasma displays.

There were four settlement classes, classified below:

1. Settlement Class Fund
2. State Agencies Fund
3. Residual Fund
4. Deadweight Loss Fund

On December 9, 2016, City staff received notification from Cy Pres Funds - CRT Grants Administration that the funding was approved. However, the Court approved a single grant of \$150,000 from the Settlement (Government Class) Fund, which trimmed and merged the two projects.

On January 10, 2017, City staff received notification of acceptance of the signed grant agreement and the modified project budget.

The CRT Settlement Fund Grant will allow for the installation of Wi-Fi through a Municipal Wi-Fi Pilot Program within designated areas and the purchase of tablets for city staff. The intent of the Municipal Wi-Fi Pilot Program is to enhance services to our citizens and the community as a whole, by increasing public access to computer technology via Wi-Fi and improving staff efficiencies. Additionally, the Municipal Wi-Fi Pilot Program conforms to the City's Smart City initiatives and works in harmony with the goals and directives of the Information Technology Department.

Attachment:
Grant Agreement

Grant Agreement

Grantee: City of Lancaster
Amount: \$150,000.00
Duration: 12 months commencing on date of executed Grant Agreement.
Source of Funds: Settlement (Government Class) Fund, CRT Settlement

1. Use of Grant Funds.

Grantee will use funds to purchase tablets for city staff and install WiFi throughout the city to improve staff capacity and increase public access to computer technology.

Grant funds must be used in accordance with the Workplan and Timeline submitted for the project and no changes in the budget, timeline or the grant period may be made without prior written approval from the Cy Pres Grants Administrators.

In no event shall indirect expenses exceed 6% of the amount awarded. Any funds not used for the purposes described above will revert to the CRT Settlement Fund to be distributed in accordance with terms of the settlement agreement and court orders establishing the fund.

Grant funds will not be used to supplant or replace federal, state, local or other governmental funding for any program, purchase or activity and Grantee's budget will not be reduced to compensate for the award of this grant.

2. Payment of Grant Funds.

Grant funds will be paid to Grantee on the following schedule:

- Installment #1: Within 14 business days of the effective date of this agreement (\$135,000.00).
- Final Installment: Upon satisfactory completion of the project, the fulfillment of the requirements of the grant, and receipt of a satisfactory Final Progress and Expenditure Report detailed below (\$15,000.00). NOTE: 10% of total grant.

3. Grantee Reports.

Grantee will submit written reports on the use of grant funds, compliance with terms of the grant and progress made towards achieving the goals of the grant as follows:

- 1st Interim Progress and Expenditure Reports: Due 5 months following execution of this agreement. Please submit a brief (3-page *maximum*) summary of project activities on grant

objectives and documentation of expenditures from grant funds, during months 1 through 4 of the grant.

- Final Progress and Expenditure Reports: 13 months following execution of this agreement (covering project activities and expenditures from grant funds, during months 6 through 12 of the grant). NOTE: *Report may be submitted before deadline if project is completed.*

All reports will be sent by email to Laurie True, CRT Grants Administration, at eltcypresfunds@gmail.com.

4. Inspections and Examinations.

The Grantee agrees that the Cy Pres Grants Administrators may conduct site visits to the project and examine such records and documents, as they deem necessary to validate payment requests or compliance with this agreement at any reasonable time.

5. Records.

Grantee will maintain its books and records in such a manner that the receipts and expenditures of grant funds received for this grant will be shown separately on such books and records in an easily checked form. Grantee will keep such records as well as copies of all reports to the Cy Pres Grants Administrators, invoices paid and supporting documentation for at least four (4) years after the completion of the use of grant funds and will make such books, records, reports and supporting documentation available to the Cy Pres Grants Administrators or their designee for inspection upon request.

The name and contact information of the person responsible for maintaining Grantee's books and records and preparing Grantee's Expenditure Reports currently is:

Monique Edwards; medwards@cityoflancasterca.org

City of Lancaster

44933 Fern Avenue

Lancaster, CA 93534

Phone: 661-723-6024; Fax Number: 661-723-6141

The phone number may change and if so, the Cy Pres Grants Administrators will be so notified of the new number.

Grantee's Tax Identification Number is _____

6. Acknowledgement of Support.

Materials produced with grant funds and annual reports, announcements, news releases, etc. describing the project will acknowledge that:

“The project was made possible by a grant from the CRT Settlement Fund. Created as a result of antitrust litigation pursued by the Attorney General of the State of California, the purpose of the Fund is to encourage innovative technology to benefit California consumers.”

7. Indemnification

Grantee shall indemnify and hold harmless the CRT Settlement Fund and Cy Pres Grants Administrators, their employees, agents, representatives, and successors-in-interest from and against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury or damages arising from the performance by Grantee of its duties and obligations under this Agreement.

The duty of Grantee and third parties to indemnify shall survive the expiration or termination of this Agreement.

8. Violation and Termination.

In the event of any violation by Grantee of the terms and conditions of the grant, including but not limited to failing to execute the work of the grant in compliance with Grantee's proposal or failing to submit required reports or requested information in a timely manner, the Cy Pres Grants Administrators reserve the right in their absolute discretion to suspend payments to Grantee or terminate the grant. The Cy Pres Grants Administrators' determination will be final and will be binding and conclusive on Grantee. In addition to any other remedies available to the Cy Pres Grants Administrators, upon termination of this grant, Grantee will repay to the CRT Settlement Fund any portion of the grant funds that have not been spent for the project.

11. Future Funding.

Grantee acknowledges that the Cy Pres Grants Administrators and their representatives have made no actual or implied promise of funding except for the amounts specified by this agreement. If any of the grant funds are returned or if the grant is rescinded, Grantee acknowledges that the Cy Pres Grants Administrator will have no further obligation to Grantee in connection with this grant as a result of such return or rescission.

12. Modification.

This agreement sets forth all terms of the grant and replaces all prior understandings and agreements. Any modification or amendment will be made only in writing signed by an authorized officer of Grantee and the Cy Pres Grants Administrators.

13. Jurisdiction and Applicable Law.

The CRT Settlement Fund and Grants Program are subject to the ongoing jurisdiction of the Superior Court of the State of California. Grantee agrees to the Court's exclusive jurisdiction and that any claim or dispute arising from or relating to this Grant Agreement shall be decided solely by this Court. This Grant Agreement will be construed in accordance with the laws of the State of California.

14. Effective Date and Term of Agreement.

The effective date of this agreement will be the date when it is executed by the last of the parties to do so.

Accepted by:

Date: 12-14-16

Signature:  _____

Date: _____

Signature: _____
Harry M. Snyder, Cy Pres Administrator
CRT Settlement Fund

STAFF REPORT
City of Lancaster

NB 1
01/24/17
MVB

Date: January 24, 2017

To: Mayor Parris and City Council Members

From: Jeff Hogan, Development Services Director

Subject: **Award of Design-Build Team Services – Public Works Construction Project No. 16-003 (Antelope Valley Senior Center Renovation Project, Design Phase)**

Recommendation:

Award a professional services agreement with Sawyer Construction & Associates, of Mojave, California, in the amount of \$185,040.00, with a 6% contingency, for Design-Build Team Services, Design Phase, for PWCP 16-003, Antelope Valley Senior Center Renovation Project and authorize the City Manager, or his designee, to sign all documents. The design-build entity selection process was made in accordance with Chapter 4 of the Public Contract Code, as applicable.

Fiscal Impact:

\$196,142.40.00 (including 6% contingency); sufficient funds are available in Capital Improvements Budget Account No. 261-11BS025-924.

Background:

On September 13, 2016, the City Council approved and authorized the City Manager to enter into a License Agreement and Memorandum of Understanding (MOU) with the County of Los Angeles to oversee and manage the expansion and upgrade of the Los Angeles County Antelope Valley Senior Center (Senior Center). Council also recognized \$1,500,000.00 in revenue from Los Angeles County, and appropriated the same into the Capital improvements account.

The Finance Department, Purchasing Division, solicited qualifications and proposals through a Request for Qualifications & Proposals (RFQ&P) from design-build entities and managed the procurement process. RFQ&P 653-17 for Design-Build Team Services for the Antelope Valley Senior Center Renovation Project was advertised on October 23, 2016.

The RFQ&P included a description of design-build services requested, Statement of Qualifications (SOQ), Qualification Questionnaire and submittal requirements, Technical Proposal and submittal requirements, local preference criteria, design-build entity selection process, and other additional information. Five companies attended the pre-qualification conference on November 1, 2016, held at the Senior Center.

On November 15, 2016, the City received separate and sealed SOQs and Technical Proposals from two companies:

1. Sawyer Construction & Associates of Mojave, CA
2. Klassen Corp. of Bakersfield, CA

As stated in the RFQ&P, this project utilized a Best Value/Design-Build procurement method, whereby the City established a stipulated sum for the Design-Build contract. First, Qualifications were evaluated.

The SOQ was evaluated and scored (maximum of 100 points) using the following criteria:

1. Experience and qualifications of Project Team's overall Project Manager, Design Branch Leader and Construction Branch Leader (30 points)
2. Project Team's specific experience with similar types of design-build work as a combined team (30 points)
3. Project Team's history and capacity to provide approved deliverables (15 points)
4. Satisfaction of previous clients (13 points)
5. SOQ compliance with the RFQ&P Section 6, Proposal Contents (12 points)

SOQs were evaluated by committee and scored as described. The committee of three consisted of City Staff. Both firms were deemed qualified.

After evaluation of all the SOQs, the firms that were deemed qualified moved on to the Technical Proposal evaluation phase where Proposals were subsequently opened and evaluated. The committee of seven consisted of four (4) County Staff and three City Staff as prescribed in the County MOU.

The Technical Proposals were evaluated and scored (maximum of 100 points) using the following criteria:

1. Understanding of the project as a whole, project approach and work plan (25 points)
2. Life Cycle Costs over 15 or more years (20 points)
3. Project Team's proposed schedule and capacity to provide approved deliverables expeditiously and on budget (15 points)
4. Proposal compliance with the RFQ&P Section 6, Proposal Contents (15 points)
5. Fee (25 Points)

Best Value/Quality Enhancement were then evaluated and scored. Project Teams were ranked based on the sum of the Best Value scores and the Proposal score. Oral Interviews were not deemed necessary.

Final Consultant ranking was calculated by averaging the SOQ evaluation score and the Best Value/Technical Proposal score.

Sawyer Construction & Associates ranked No. 1 at the end of the selection process. Their team consists of Sawyer Construction & Associates, Fraber Properties, II, and Antelope Valley Engineering. The team's experience in providing services for similar County, school, and private development facilities, local experience, as well as their detailed understanding of the Senior Center renovation needs, supports the recommendation to retain the services of the selected firm.

This professional services agreement is for the Design Phase. Professional Services for the Construction Phase will be awarded separately.

JH:pjp

Attachment:

Design Phase Agreement

AGREEMENT FOR DESIGN-BUILD SERVICES, DESIGN PHASE

THIS AGREEMENT FOR DESIGN BUILD SERVICES (AGREEMENT) is made and entered into this ____ day of _____, 2017, by and between the CITY OF LANCASTER, a municipal corporation and charter city, hereinafter referred to as CITY, and SAWYER CONSTRUCTION & ASSOCIATES, a Partnership, hereinafter referred to as CONTRACTOR.

RECITALS

WHEREAS, CITY desires to engage CONTRACTOR to perform certain technical and professional services, as provided herein, identified as:

DESIGN-BUILD SERVICES, DESIGN PHASE FOR THE ANTELOPE VALLEY SENIOR CENTER RENOVATION PROJECT (“PROJECT”)

WHEREAS, the principal members of CONTRACTOR are qualified and duly registered/licensed under the laws of the State of California, and CONTRACTOR desires to accept such engagement;

NOW, THEREFORE, the parties agree as follows:

1. **Parties to the AGREEMENT.**

The parties to this AGREEMENT are:

- A. CITY: City of Lancaster.
- B. CONTRACTOR: Sawyer Construction & Associates.

2. **Notices.** All written notices required by or related to this AGREEMENT shall be sent by Certified Mail, Return Receipt Requested, postage prepaid and addressed as listed below. Neither party to this AGREEMENT shall refuse to accept such mail; parties to this AGREEMENT shall promptly inform the other party of any changes of address. All notices required by this AGREEMENT are effective on the day of receipt, unless otherwise indicated herein.

CITY City of Lancaster
 Attn: Jeff Hogan, Development Services Director
 44933 North Fern Avenue
 Lancaster, California 93534

CONTRACTOR Wade Sawyer
 Sawyer Construction & Associates
 16151 Koch Street
 Mojave, CA 93501

3. **Successors and Assigns.** The terms hereof shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto; provided, however, that no party hereto shall

assign any of the benefits and burdens hereunder, whether voluntarily or by operation of law, without prior written consent of the other party, and any such assignments without said consent shall be void.

4. **Incorporation by Reference.** The AGREEMENT consists of this Agreement, the Notice to Interested Design Build Entities, the Request for Qualifications and Proposal (RFQ/P No. 653-17), and all Exhibits attached thereto and incorporated by reference therein, all Addenda, the Statement of Qualifications (Qualifications Questionnaire) and all Exhibits and supporting documentation attached thereto and incorporated by reference therein, Accepted Technical Proposal and all exhibits and supporting documentation attached thereto and incorporated by reference therein, all of which are referred to as the AGREEMENT DOCUMENTS. All of the provisions of the AGREEMENT DOCUMENTS are hereby incorporated in and made a part of this AGREEMENT as if fully set forth herein. CONTRACTOR agrees to comply with all of the requirements of the AGREEMENT DOCUMENTS.

5. **Precedence of AGREEMENT Documents.** If there is a conflict between AGREEMENT documents, the document highest in precedence shall control. The precedence shall be:

- First: This Document consisting of ___ pages
- Second: RFQ/P No. 653-17 – Design-Build Team Services for the Antelope Valley Senior Center Renovation Project
- Third: The CONTRACTOR’S Technical Proposal

6. **Description of Design Phase Work.** CITY hereby engages CONTRACTOR, and CONTRACTOR accepts such engagement, to perform the work and furnish the materials in accordance with the AGREEMENT DOCUMENTS and in particular as set forth in the “Scope of Services” attached hereto as Exhibit “A”, and to furnish at his/her/its own cost and expense all tools, equipment, services, labor and materials necessary therefor, to pay all applicable taxes and to do everything required herein and by the AGREEMENT DOCUMENTS. CONTRACTOR shall perform and complete the Services, in a manner satisfactory to CITY. The Development Services Director or his designee shall have the right to review and inspect the work during the course of its performance at such times as may be specified by the Development Services Director, or his designee. Substitution of securities for any monies withheld by the city of Lancaster to ensure performance under this AGREEMENT will be permitted in accordance with Section 22300 of the State of California Public Contract Code.

7. **Obligations of the CITY.**

A. The CITY shall make payments to the CONTRACTOR for the work associated with this agreement through Fraber Properties II, LLC.

B. The total compensation to be paid by CITY to CONTRACTOR for the Design Services is not to exceed \$ 185,040. CONTRACTOR’S fees and charges for the work and services performed shall in no event exceed those set forth in Exhibit “B” attached hereto and made a part hereof.

C. No payment made hereunder by CITY to CONTRACTOR, other than the final payment, shall be construed as an acceptance by CITY of any work or materials, nor as evidence of satisfactory performance by CONTRACTOR of its obligations under this AGREEMENT.

D. CITY shall provide CONTRACTOR, its employees and subcontractors with access to the Senior Center Property, as described in and in accordance with the License Agreement and Memorandum of Understanding (“License/MOU”) between the City of Lancaster and the County of Los Angeles (set forth in Appendix E of the RFQ/P).

E. The CITY shall provide general oversight and management of the Project and shall act on behalf of the County of Los Angeles in accordance with the License/MOU.

8. Obligations of the CONTRACTOR.

A. CONTRACTOR shall perform as required by this AGREEMENT. CONTRACTOR also warrants on behalf of itself and all subcontractors engaged for the performance of this AGREEMENT.

B. CONTRACTOR shall be responsible for payment of all employees' and subcontractor's wages and benefits, and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security.

C. CONTRACTOR agrees and shall: (1) award construction subcontracts, if any; and (2) ensure that CONTRACTOR and any subcontractors will use a skilled and trained workforce to perform all Services under this AGREEMENT, in accordance with the provisions in the California Public Contract Code concerning local agency design-build projects (Pub. Cont. Code §§22160 – 22169).

9. Payment of Prevailing Wage.

A. The State of California, Department of Industrial Relations, has ascertained the general prevailing rate of wages and employer payments for health and welfare, vacation, pension, and similar purposes applicable to the work to be done. These rates shall be the minimum wage rates for this project. These rates are on file with the OWNER and copies will be made available to any interested party upon request.

Attention is directed to the provisions of Section 1777.5 (Chapter 1411, Statutes of 1968) and Section 1777.6 of the Labor Code concerning the employment of apprentices by the CONTRACTOR or any subcontractor under him.

Section 1777.5, as amended, requires the CONTRACTOR or subcontractor employing tradesmen in any apprenticeable occupation to apply to the joint apprenticeship committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen that will be used in the performance of the contract. The ratio of apprentices to journeymen in such cases shall not be less than one to five except:

- (A) When unemployment in the area of coverage by the joint apprenticeship committee has exceeded an average of 15% in the 90 days prior to the request for certificate; or
- (B) When the number of apprentices in training in the area exceeds a ratio of one to five; or

- (C) When the trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis statewide or locally; or
- (D) When the CONTRACTOR provides evidence that he employs registered apprentices on all of his contracts on an annual average of not less than one apprentice to eight journeymen.

The CONTRACTOR is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other Contractors on the public works site are making such contributions.

The CONTRACTOR and any subcontractor under them shall comply with the requirements of Section 1777.5 and Section 1777.6 in the employment of apprentices.

Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

B. The provisions of subsection A above shall be included in all solicitations or advertisements placed by or on behalf of CONTRACTOR for personnel to perform any services under this AGREEMENT. OWNER shall have access to all documents, data and records of CONTRACTOR and its subcontractors for purposes of determining compliance with the Prevailing Wage provisions of this Section.

10. **Senate Bill 854 Registration.**

SB 854 bill signed into law on June 20, 2014, established a new public works contractor registration program to replace prior Compliance Monitoring Unit (CMU) and Labor Compliance Program (LCP) requirements for bond-funded and other specified public works projects. The Department of Industrial Relations (DIR) requires all contractors and subcontractors who bid or perform work on a public works project (as defined under the Labor Code) be subject to a registration and annual renewal fee. Contractors must apply online and meet minimum qualifications to be registered as eligible to bid and work on public works projects. The requirement to list only registered contractors and subcontractors on bids became effective on March 1, 2015. The requirement to only use registered contractors and subcontractors on public works projects applies to all projects awarded on or after April 1, 2015. **This project shall comply with the requirement of SB 854.**

Coverage is not limited only to work performed at the construction site by the traditional construction trades, but extends broadly to workers employed "in the execution of" the public works contract.

Survey and Geotechnical Services will only need to register if the scope of services provided would require the payment of prevailing wage and be considered to be covered under the California Labor Code. Even though survey and geotechnical services typically are viewed as CONTRACTORS and generally do not necessarily fit the term "contractor," compliance with SB 854 will be required by the Department of Industrial Relations. Essentially, if the services provided by a survey and geotechnical services firm would be considered to be covered under the applicable California

Labor Code sections, then they should register. It should be noted that only the firm needs to register and not individual licensed design professional(s).

Attention is directed to the Revisions to Labor Code Sections. 1725.5 and 1771.1:

SECTION 1725.5 A contractor must be registered pursuant to this section in order to be qualified to bid on, be listed in a bid proposal pursuant to Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work that is subject to requirements of this chapter.

- (a) To qualify for registration under this section, a contractor must do all of the following:
- (1) Beginning July 1, 2014, register with the Department of Industrial Relations in the manner prescribed by the department and pay an initial non-refundable application fee of \$300 to qualify for registration under this section and an annual renewal fee on or before July 1st each year thereafter. The annual renewal fee shall be in a uniform amount set by the Director of Industrial Relations, and the initial registration and renewal fees may be adjusted no more than annually by the director to support the costs specified in Section 1771.3.
 - (2) Provide such evidence, disclosures, or releases as are necessary to establish all of the following:
 - (A) Worker's Compensation coverage that meets the requirements of Division 4 (commencing with Section 3200) and includes sufficient coverage for any worker who the contractor will employ to perform work that is subject to prevailing wage requirements other than a contractor who, is separately registered under this section. Coverage may be evidenced by a current and valid Certificate of Workers' Compensation Insurance or Certification of Self-Insurance required under Section 7125 of the Business and Professions Code.
 - (B) Where applicable, the contractor is licensed in accordance with Chapter 9 (commencing with Section 7000) of the Business and Professions Code.
 - (C) The contractor does not have any delinquent liability to an employee or the state for any assessment of back wages, or related damages, interest, fines, or penalties pursuant to any final judgment, order, or determination by a court or any federal, state, or local administrative agency, including a confirmed arbitration award. However, for any judgment, order, or determination that is under appeal, provided that the contractor has secured the payment of any amount eventually found due through a bond or other appropriate means.
 - (D) The contractor is not currently debarred under Section 1777.1 or under any other federal, or state law providing for the debarment of contractors from public works.
 - (E) The contractor has not bid on a public works contract, been listed in a bid proposal, or engaged in the performance of a contract for public works without being lawfully

registered in accordance with this section, within the preceding 12 months, or since the effective date of the requirements set forth in subdivision (f), whichever is shorter. For a contractor found to be in violation of the requirements of this paragraph only, the period of disqualification shall be waived if: (i) the contractor has not previously been found to be in violation of the requirements of this paragraph within the preceding 12 months; and (ii) the contractor pays an additional non-refundable penalty registration fee of \$2,000.

- (b) Fees received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established pursuant to Section 1771.3 and shall be used only for the purposes specified in subdivision (b) of Section 1771.3.
- (c) The term “contractor,” as used in this section, shall include any subcontractor, as defined in Section 1722.1.
- (d) A contractor who fails to pay the renewal fee required under paragraph (1) of subdivision (a) on or before the expiration of any prior period of registration shall be prohibited from bidding on or engaging in the performance of any contract for public work until once again registered pursuant to this section. A contractor who inadvertently fails to pay the renewal fee may retroactively renew its registration by paying an additional non-refundable penalty renewal fee equal to the amount of the renewal fee within 90 days of the date of the renewal fee.
- (e) The requirements of this section shall not apply with respect to any contract, which as a result of a determination by the Director of Industrial Relations pursuant to Section 1773.5 or decision by a court that classifies, after the time at which the body awarding the contract accepts the contractor’s bid or awards the contractor a contract, the work covered by the bid or contract as a “public work,” as defined in this chapter, to which Section 1771 applies, provided that:
 - (1) The body awarding the contract failed to identify as a public work, in the bid specification or in the contract documents that portion of the work that the determination or decision classifies as a “public work.”
 - (2) Within twenty (20) days following service of notice on the awarding body of a determination by the Director of Industrial Relations pursuant to Section 1773.5 or a decision by a court that the contract was for public work as defined in this chapter, the contractor and any subcontractors are registered under this section or are replaced by a contractor or subcontractors who are registered under this section.
 - (3) The requirements of this section shall apply prospectively only to any bid, bid proposal, contract, or work performed after the awarding body is served with notice of the determination or decision referred to in paragraph 2 of this subdivision.
- (f) The requirements of this section shall apply to any bid proposal submitted on or after March 1, 2015, and any contract for public work, as defined in this chapter, entered into on or after April 1, 2015.

SECTION 1771.1:

(a) No contractor or subcontractor shall be qualified to bid on, be listed in a bid proposal pursuant to Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered to perform public work pursuant to Section 1725.5. It shall not be a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Sections 10164 or 20103.5 of the public work pursuant to Section 1725.5 at the time the contract is awarded.

(b) Notice of this requirement shall be included in all bid invitations and public works contracts, and no bid shall be accepted nor any contract or subcontract entered into without proof of the contractor or subcontractor's current eligibility to perform public work pursuant to Section 1725.5.

(c) An inadvertent error in listing a subcontractor who is not registered pursuant to Section 1725.5 in a bid proposal shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that any of the following requirements are met: (1) the subcontractor is registered prior to the bid opening; (2) within 24 hours after the bid opening the subcontractor is registered and has paid the penalty registration fee specified in paragraph (E) of subdivision (2) of Section 1725.5; or (3) the subcontractor is replaced by another registered subcontractor pursuant to Section 4107 of the Public Contract Code.

(d) Failure by a subcontractor to be registered to perform public work as required by subdivision (a) of this Section shall be grounds under Section 4107 of the Public Contract Code for the contractor, with the consent of the awarding authority, to substitute a subcontractor who is registered to perform public work pursuant to Section 1725.5 in place of the unregistered subcontractor.

(e) The DIR shall maintain on its website a list of contractors who are currently registered to perform public work pursuant to Section 1725.5.

(f) A contract entered into with any contractor or subcontractor in violation of subdivision (a) shall be subject to cancellation. However, no contract for public work shall be unlawful, void, or voidable solely due to the failure of the awarding body, contractor, or any subcontractor to comply with the requirements of Section 1725.5 or this section.

11. **Audit.** CITY shall have the option of inspecting and/or auditing all records and other written materials used by CONTRACTOR in preparing its statements to CITY as a condition precedent to any payment to CONTRACTOR.

12. **Hold Harmless and Indemnification.** CONTRACTOR agrees to indemnify and hold harmless the County of Los Angeles ("County"), its Special Districts, the CITY, and the CITY's and County's elected and appointed officers, employees, agents and representatives, (collectively for purposes of this section, "Indemnitees"), harmless from and against all liability, including, but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with the negligent acts or omissions, recklessness, or willful misconduct of the design-build entity. To the extent permitted by Civil Code Section 2782.8, this indemnification provision shall apply regardless of the existence or degree of fault of Indemnitees. CONTRACTOR's indemnification obligation applies to Indemnitees' active as well as passive negligence but does not

apply to Indemnites' "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.8. This section shall survive the expiration or termination of this AGREEMENT.

13. **Amendments.** Any amendment, modification, or variation from the terms of this AGREEMENT shall be in writing and shall be effective only upon mutual written approval by the Director of Development Services and CONTRACTOR.

14. **Non-Discrimination and Equal Employment Opportunity.**

A. In the performance of this AGREEMENT, CONTRACTOR shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, religion, ancestry, sex, national origin, physical or mental disability or age. CONTRACTOR will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, sex, national origin, physical or mental disability or age. Affirmative action relating to employment shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

B. The provisions of subsection A above shall be included in all solicitations or advertisements placed by or on behalf of CONTRACTOR for personnel to perform any services under this AGREEMENT. CITY shall have access to all documents, data and records of CONTRACTOR and its subcontractors for purposes of determining compliance with the equal employment opportunity and non-discrimination provisions of this Section.

15. **Termination for Convenience.** The CITY may terminate this AGREEMENT at any time without cause by giving fifteen (15) days written notice to CONTRACTOR of such termination and specifying the effective date thereof. In that event, all finished or unfinished documents and other materials shall, at the option of CITY, become the CITY's property. If this AGREEMENT is terminated by CITY as provided herein, CONTRACTOR will be paid a total amount equal to its costs as of the termination date, plus ten percent (10%) of that amount for profit. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in this AGREEMENT.

16. **Termination for Cause.**

A. The CITY may, by written notice to CONTRACTOR, terminate the whole or any part of this AGREEMENT in any of the following circumstances:

(1) If CONTRACTOR fails to perform the services required by this AGREEMENT within the time specified herein or any authorized extension thereof; or

(2) If CONTRACTOR fails to perform the services called for by this AGREEMENT or so fails to make progress as to endanger performance of this AGREEMENT in accordance with its terms, and in either of these circumstances does not correct such failure within a period of ten (10) days (or such longer period that CITY may authorize in writing) after receipt of notice from CITY specifying such failure.

B. In the event CITY terminates this AGREEMENT in whole or in part as provided above in paragraph A of this Section, CITY may procure, upon such terms and in such manner as it may deem appropriate, services similar to those terminated.

C. If this AGREEMENT is terminated as provided above in paragraph A, CITY may require CONTRACTOR to provide all finished or unfinished documents, data, studies, drawings, maps, photographs, reports, etc., prepared by CONTRACTOR. Upon such termination, CONTRACTOR shall be paid an amount equal to the contract amount, less the cost of hiring another CONTRACTOR to complete CONTRACTOR's services. In the event no new CONTRACTOR is employed, CONTRACTOR shall be paid an amount equal to the value of the work performed. In ascertaining the value of the work performed up to the date of termination, consideration shall be given to completed work and work in progress, complete and incomplete drawings, and other documents whether delivered to CITY or in possession of CONTRACTOR, and authorized reimbursement expenses.

D. If, after notice of termination of the AGREEMENT under the provisions of this Section, it is determined, for any reason, that CONTRACTOR was not in default, or that the default was excusable, then the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 15.

17. **Independent Contractor.** CONTRACTOR is an independent contractor and shall have no power or authority to incur any debt, obligation or liability on behalf of the CITY. It is expressly understood between the parties to this AGREEMENT that no employee/employer relationship is intended; CONTRACTOR is an independent contractor.

18. **Insurance.**

A. (1) The CONTRACTOR, at its expense, shall maintain in effect at all times during the performance of work under this AGREEMENT not less than the following coverage and limits of insurance, which shall be maintained with insurers listed "A-, VIII" or better in the Best's Key Rating Guide and that are admitted insurers in the State of California:

Commercial General Liability

Each Occurrence	\$2,000,000
Per Project General Aggregate	\$5,000,000
Including Products/Completed Operations	
Including Contractual Liability/Independent Contractors	
Including Broad Form Property Damage	

Commercial Automobile Liability

Combined Single Limit per Accident for Bodily Injury and Property Damage	\$5,000,000
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Workers Compensation

As Required by the State of California	Statutory Limits
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Employer's Liability

Each Accident	\$1,000,000
Bodily Injury by Disease	\$1,000,000

Each Employee \$1,000,000

Professional Liability

Each Occurrence \$5,000,000

General Aggregate \$5,000,000

B. Insurance shall be at least as broad as ISO form CG 20 10 11 85 or CG 20 10 10 01 and CG 20 37 10 01 covering Commercial General Liability. Commercial Automobile coverage shall be at least as broad as ISO form CA 00 01.

C. The CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insured's liability.

D. A Waiver of Subrogation must be provided on behalf of the Certificate Holder for the Workers Compensation/Employers Liability policies and a copy of the endorsement must accompany the certificate.

E. Any deductibles or self-insurance retentions must be declared and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City insured entities or the insurer shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

F. All insurance shall be primary and non-contributory as respects the City insured entities. Any insurance or self-insurance maintained by the City insured entities shall be in excess of the CONTRACTOR'S insurance and shall not contribute with it.

G. The coverage provided under this contract shall not contain any special limitations on the scope of protection afforded to the City insured entities.

H. Insurance provided and maintained by CONTRACTOR must be placed with insurers with a rating of A-, VIII or better by Best's Key Rating Guide, latest edition, and that are admitted insurers in the State of California.

I. Insurance written on a "claims made" basis must be renewed for a period of five (5) years after this contract expires or is terminated. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this contract and will cover CONTRACTOR for all claims made by the City insured entities arising out of any acts or omissions of CONTRACTOR or its officers, employees, or agents during the time this Agreement was in effect.

J. CONTRACTOR shall furnish the City with Certificates of Insurance and with original endorsements effecting coverage required by this contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

K. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City insured entities.

L. Certificates of Insurance must be deposited with the City of Lancaster for all coverage required by this contract. Certificates shall meet the following requirements:

(1) Show that the insurance policy has been endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after 30 days prior written notice (10 days written notice for non-payment) by Certified Mail, return receipt requested to the City of Lancaster.

(2) List in the "Descriptions of Operations/Locations/Vehicles/Special Items" section:

DESIGN-BUILD SERVICES FOR THE ANTELOPE VALLEY SENIOR CENTER RENOVATION PROJECT

The City of Lancaster, its elected officials, officers, employees and volunteers are included as additional covered parties, but only insofar as the operations under this contract are concerned. [This does not apply to Professional Liability policies.]

(3) List in the "Certificate Holder" section:

The City of Lancaster
44933 Fern Avenue
Lancaster, California 93534.

M. CONTRACTOR shall include all subcontractors as an insured under its policies or shall furnish separate certificates and endorsements for each subcontractor, in which case certificates and endorsements shall comply with each requirement set forth in Section 18.A. – 18.N. and shall further include the following coverage and limits of insurance for subcontractors performing less than 10% of the contract amount, which shall be maintained with insurers listed "A-, VIII" or better in the Best's Key Rating Guide and that are admitted insurers in the State of California:

Commercial General Liability

Each Occurrence	\$1,000,000
Per Project General Aggregate	\$2,000,000
Including Products/Completed Operations	
Including Contractual Liability/Independent Contractors	
Including Broad Form Property Damage	
Must Not Exclude XCU Coverage	

Commercial Automobile Liability

Combined Single Limit per Accident for Bodily Injury and Property Damage	\$1,000,000
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Workers Compensation

As Required by the State of California	Statutory Limits
Employer's Liability	
Each Accident	\$1,000,000
Bodily Injury by Disease	\$1,000,000
Each Employee	\$1,000,000
Professional Liability	
Each Occurrence	\$1,000,000
General Aggregate	\$1,000,000

N. The coverage shall contain no special limitations on the scope of protection afforded to the insured entities. The CONTRACTOR'S insurance coverage shall be primary insurance as respects the City's insured entities.

19. **Commencement and Completion of Work.** The execution of this AGREEMENT by the parties does not constitute an authorization to proceed. The services of CONTRACTOR shall commence when the CITY, acting by and through its Development Services Director or his designee, has issued the Notice to Proceed.

CONTRACTOR shall have no claim for compensation for any services or work which has not been authorized by the CITY's Notice to Proceed.

20. **Extension of Time for Completion of Work.**

A. If, at any time, the work is delayed due to suspension order by CITY, or due to any other cause which, in the reasonable opinion of the CITY, is unforeseeable and beyond the control and not attributable to the fault or negligence of CONTRACTOR, then CONTRACTOR shall be entitled to an extension of time equal to said delay, subject to the CITY's right to terminate this AGREEMENT pursuant to Section 15.

B. CONTRACTOR shall submit to CITY a written request for an extension of time within ten (10) days after commencement of such delay, and failure to do so shall constitute a waiver thereof. CITY shall, in its sole discretion, determine whether and to what extent any extensions of time shall be permitted.

C. No extension of time requested or granted hereunder shall entitle CONTRACTOR to additional compensation unless, as a consequence of such extension, additional work must be performed. In such event, CITY shall in good faith consider any request for additional compensation submitted by CONTRACTOR.

21. **Ownership of Documents.** All plans, specifications, reports, studies, tracings, maps and other documents prepared or obtained by CONTRACTOR in the course of performing the work required by this AGREEMENT shall be the property of the CITY. Basic survey notes, sketches, charts, computations and similar data prepared or obtained by CONTRACTOR under this AGREEMENT shall, upon request, be made available to CITY without restriction or limitation on their use.

22. **Data Provided to Contractor.** CITY shall provide to CONTRACTOR, without charge, all data, including reports, records, maps and other information, now in the CITY's possession which may facilitate the timely performance of the work described in Exhibit "A".

23. **Contractor's Warranties and Representations.**

CONTRACTOR warrants and represents to CITY as follows:

A. CONTRACTOR has not employed or retained any person or entity, other than a bona fide employee working exclusively for CONTRACTOR, to solicit or obtain this AGREEMENT.

B. CONTRACTOR has not paid or agreed to pay any person or entity, other than a bona fide employee working exclusively for CONTRACTOR, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the execution of this AGREEMENT. Upon any breach or violation of this warranty, CITY shall have the right, in its sole discretion, to terminate this AGREEMENT without further liability, or, in the alternative, to deduct from any sums payable hereunder the full amount or value of any such fee, commission, percentage or gift.

C. CONTRACTOR has no knowledge that any officer or employee of the CITY has any interest, whether contractual, noncontractual, financial, proprietary, or otherwise, in this transaction or in the business of the CONTRACTOR, and that if any such interest comes to the knowledge of CONTRACTOR at any time, a complete written disclosure of such interest will be made to CITY, even if such interest would not be deemed a prohibited "conflict of interest" under applicable laws.

D. Upon the execution of this AGREEMENT, CONTRACTOR has no interest, direct or indirect, in any transaction or business entity which would conflict with or in any manner hinder the performance of services and work required by this AGREEMENT, nor shall any such interest be acquired during the term of this AGREEMENT.

24. **Resolution of Disputes.**

A. Disputes regarding the interpretation or application of any provisions of this AGREEMENT shall, to the extent reasonably feasible, be resolved through good faith negotiations between the parties.

B. If the parties cannot resolve the dispute through good faith negotiations, either party may give Notice of Dispute to the other party. The Notice of Dispute shall state the nature of the dispute and the corrective action necessary to remedy the dispute.

After Notice of Dispute, the parties shall first attempt to resolve any disputes by mediation. The parties shall agree on a single mediator. Mediation shall be conducted in Lancaster, California. Each party shall pay its own attorneys' fees and the costs of mediation shall be split equally between the parties.

If the dispute has not been resolved by mediation within 45 days after Notice of Dispute, or the parties are unable to agree to a mediator, within 15 days after Notice of Dispute, then, the dispute may, upon agreement of the parties be resolved by binding arbitration.

C. If any action at law or in equity is brought to enforce or interpret any provisions of this AGREEMENT, the prevailing party in such action shall be entitled to reasonable attorney's fees, cost and necessary disbursements, in addition to such other relief as may be sought and awarded.

25. **Exhibits.**

The following exhibits to which reference is made in this AGREEMENT are deemed incorporated herein in their entirety:

Exhibit "A" Scope of Services

Exhibit "B" Payment Clause

26. **Governing Law.**

This AGREEMENT shall be governed by the laws of the State of California.

27. **Effective Date.**

This AGREEMENT shall become effective as of the date set forth below on which the last of the parties, whether CITY or CONTRACTOR, executes said AGREEMENT.

[Signatures begin on next page.]

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed and attested by their respective officers thereunto duly authorized.

“CITY”
CITY OF LANCASTER
LANCASTER, CALIFORNIA

Approved By Department Head:

By: _____
Jeff Hogan, Development Services Director

Dated: _____

By: _____
Mark V. Bozigian, City Manager

Dated: _____

"CONTRACTOR"
Sawyer Construction & Associates

By: _____
Wade Sawyer

Dated: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

The CONTRACTOR shall maintain separate costs for each project and shall identify the costs specific to each project.

The work to be performed under this contract shall include:

SEE ATTACHED

PROJECT DESCRIPTION AND LOCATION

The selected qualified Consultant/Contractor Team (Project Team) shall provide design-build services related to the design and construction of renovations to the Antelope Valley Senior Center (Senior Center). It is the intent of the City to hire a single highly qualified design-build team that can provide the following services to the City:

- Task 1 Project Management
- Task 2 Preliminary and Final Professional Architectural and Engineering Design Services
- Task 3 Environmental Compliance and Permitting
- Task 4 Services During Construction
- Task 5 Project Construction

The City of Lancaster is located in northern Los Angeles County, in the Antelope Valley, along State Route 14. The Senior Center is located on County-owned property at the northeast corner of Jackman Street and Fern Avenue at 777 West Jackman Street, Lancaster, California, 93534.

SCOPE OF SERVICES

The selected Project Team will work closely with the City, its Construction Manager and Building Official, and the County. The selected Project Team will be expected to prepare documents, reports and plans, specifications and estimates to relevant County standards and City standards.

The successful Project Team shall consist of a Design Branch and a Construction Branch, and shall build on previous work to complete all tasks described herein.

This phase of work includes:

Task 1: Project Management

The Project Team's Manager shall be responsible for providing all general project and contract management, as well as quality control services throughout the duration of the project.

Task 1: Scope of Services

Project management responsibilities shall include, but not be limited to:

- Overall management of design and construction phases of the project.
- Coordinate and conduct all meetings, and prepare all agendas and minutes.
 - Kickoff meetings shall be held at the start of each Task.

staff to discuss project status, problems, budgeting, and other areas that have an effect on the work.

Task 2: Preliminary and Final Professional Architectural and Engineering Design Services

The Project Team's Design Branch shall be responsible for providing all preliminary and final professional architectural and engineering design services of all on- and off-site improvements. The Design Branch shall prepare design documents, drawings and written data as required to analyze the existing site and determine the best, most economical use of the available space. As noted above, the project shall not be constrained by previous conceptual design efforts, and shall prepare one or more preliminary site layouts for review by the City that best utilize the existing site and topography in the most economical way.

All design work shall comply with any and all appropriate and applicable federal, state and local design codes and guidelines, including ADA, fire protection, and building codes.

Task 2: Scope of Services

Preliminary and final professional design services shall include, but not be limited to:

- Review and evaluate all previously completed conceptual design and analysis work.
- Complete preliminary site evaluation, assessment and layout.
- Conduct all field, topographic and control surveys.
- Prepare all geotechnical studies and reports.
- Complete floodplain and drainage study engineering, surveying, analysis, and investigation.
- Complete space-needs assessment and analysis.
- Complete a Landscape Documentation Package in accordance with the City's Water Efficient Landscaping Ordinance.
- Evaluate cost of drop ceiling versus extending proposed walls to (E) vaulted ceiling height in (E) hallway.
- Evaluate restroom facilities and provide recommendations for adequate accommodation for maximum capacity within project budget.
- Complete alternative analysis for preliminary site layout (30%). This work shall be completed for one alternative and shall consist of the following:
 - Basic Architectural plans, including overall site plan and preliminary exterior elevations.
 - Basic sequencing plan indicating where temporary work spaces will be located during interior renovations, number of work spaces, and how electricity/phone/data will be supplied.
 - Preliminary cost estimate, broken down by major construction category.

- Presentation of alternative to the City/County Review Team for review and selection purposes.
- Complete draft (60%) site and facility design, including:
 - 60% architectural and engineering plan set, including site plans, floor plans, roofing plans, civil, mechanical and electrical plans, parking and circulation plans, landscaping plans, lighting plans, signage plans, furniture/fixtures/equipment (FFE) list and layouts, interior and exterior elevations and renderings, detailed sequencing plan, and options for colors, materials, textures, and finishes.
 - 60% cost estimate, broken down by trade.
 - 60% constructability review.
- Complete final (90%) site and facility design, including:
 - 90% architectural and engineering plan set, including site plans, floor plans, roofing plans, civil, mechanical and electrical plans, parking and circulation plans, landscaping plans, lighting plans, signage plans, furniture/fixtures/equipment (FFE) list and layouts, interior and exterior elevations and renderings, and detailed sequencing plan.
 - 90% technical specifications.
 - 90% cost estimate, broken down by trade.
 - 90% constructability review.
 - Presentation of the 90% site and facility design to the City/County Review Team for review purposes.
- Complete final construction (100%) site and facility design, including:
 - 100% complete architectural and engineering plan set.
 - 100% FFE List and Layouts.
 - 100% technical specifications.
 - 100% cost estimate, broken down by trade.

Task 2: Deliverables

Formal deliverables (plans, specifications and estimates) shall occur at the 60%, 90%, and 100% completion points for City and agency review, as well as for the various design studies and reports to be completed. Submittal formats shall follow the guidelines stated herein. The Project Team shall respond to, and incorporate, if appropriate, any and all comments received from the City, regulatory agencies and/or utilities. Formal deliverables shall include:

- Plans: Construction plan deliverables for review shall be submitted at the 60%, 90%, and 100% design stages. Ten (10) paper sets, reduced by 50%, shall be submitted at each review stage to allow the City and all other Review Team members to provide a thorough review of the project documents. 100% final construction plans shall be delivered in the following formats:

- 22" x 34" mylars, complete with final signatures and professional stamps, ready for reproduction.
 - Portable Document Format (.PDF) file(s) of final plans complete with final signatures. Delivery shall be either via USB flash drive or online file transfer.
- Technical Specifications: Specifications shall be prepared utilizing Construction Specifications Institute (CSI) Masterformat 2014. Deliverables for review shall be submitted at the 90% and 100% design stages, with specifications on 8-1/2" x 11" reproducible paper. Ten (10) sets shall be submitted at the review stages to allow the City and all other Review Team members to provide a thorough review of the project documents. 100% final specifications shall be delivered in the following formats:
 - 8-1/2" x 11" hardcopy, complete with final signatures, ready for reproduction.
 - Portable Document Format (.PDF) file(s) of final specifications complete with final signatures. Delivery shall be either via USB flash drive or online file transfer.
 - Microsoft Word 2010 format (.DOCX) files of final specifications (signatures not required). Delivery shall be either via USB flash drive or online file transfer.
- Construction Cost Estimates: Estimates for review shall be submitted at the 60%, 90%, and 100% design stages, with estimates on 8-1/2" x 11" reproducible paper. Ten (10) sets shall be submitted at the review stages to allow the City and all other Review Team members to provide a thorough review of the project documents. The 100% final estimate shall be delivered in the following formats:
 - 8-1/2" x 11" hardcopy.
 - Portable Document Format (.PDF) file of final estimate. Delivery shall be either via USB flash drive or online file transfer.
 - Microsoft Excel 2010 format (.XLSX) file of final estimate. Delivery shall be either via USB flash drive or online file transfer.

Task 3: Environmental Compliance and Permitting

The project is Categorically Exempt from the California Environment Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15301(a) and (d) and Class 1, Subsection (d) of the County of Los Angeles Environmental Document Reporting Procedures and Guidelines.

At this time no environmental compliance and permitting scope of work or deliverables are required. This task is reserved in the event that the status of the project is revised.

Task 4: Services During Construction

The Project Team's Design Branch shall provide assistance to the City during the construction phases of the project to ensure that the Contractor understands all technical aspects of the design and any design changes.

Task 4: Scope of Services

Services during construction shall include, but not be limited to:

- Attend one (1) pre-construction conference/pre-construction site examination and answer design-related questions that are raised.
- Attend weekly construction progress meetings and conduct periodic site visits as required to keep informed as to the construction status and progress of the project and issues being encountered. The Design Branch shall investigate and provide responses to technical questions raised at the meetings.
- Respond to requests for information (RFIs) on technical issues associated with materials, products, design concepts, and design documents raised by the Construction Branch or Construction Manager. The Design Branch shall log all RFIs and responses such that timely response can be assured.
- Provide technical review of shop drawings, diagrams, illustrations, catalog data, schedules, samples, test results, and other data that the Construction Branch is required to submit for general conformance with the design concepts and compliance with the Contract Documents. The Design Branch shall also review and compile vendor O&M manuals for equipment items to make sure they are organized and complete, and contain detailed ordering information, bill-of-material, schematic drawing, installation, operation, and maintenance information.
- Assist with contract change order (CO) and work change directive (WCD) preparation. The Design Branch shall review proposed changes to make sure they are compatible and coordinated with other project elements, and to make sure they are complete and in compliance with the Contract Documents. The Design Branch shall also make recommendations regarding the technical acceptability of change requests.
- Witness operational testing of mechanical equipment and systems prior to startup, and provide startup assistance to confirm proper operation. The Design Branch shall advise City staff about basic operational concepts, actual operation of the systems under normal and abnormal conditions, and identify and document issues that need to be addressed to ensure mechanical performance throughout the design life.
- Assist the City and the City's Construction Manager and Building Official with the final inspection of the facility and applicable portions of the site to confirm the work is complete and that materials and products have been installed in accordance with the technical requirements of the Contract Documents. The Design Branch shall also assist in the development of the final punch list of incomplete items for each facility.
- Prepare record drawings reflecting available record information provided by the Construction Manager, Construction Branch, and equipment suppliers.

Task 4: Deliverables

Deliverables, with the exception of record drawings, shall be distributed either electronically or via hardcopy.

- All written records related to conferences and meetings.
- RFI, shop drawing, and CO/WCD logs, as well as any technical information backing up decisions.
- Partial and final punch lists.
- Record drawing deliverables shall be delivered in the following formats:
 - 22" x 34" mylars, complete with final signatures and professional stamps, ready for reproduction.
 - Portable Document Format (.PDF) file(s) of final plans complete with final signatures. Delivery shall be either via USB flash drive or online file transfer.

EXHIBIT "B"

TERM, PAYMENT AND TIME FOR COMMENCEMENT AND COMPLETION CLAUSE

Term. This Agreement shall become effective and shall be in full force and effect upon the execution of the Agreement by the City and the CONTRACTOR. This Agreement shall continue in full force and effect for a period of **two (2) years** from the effective date of the Agreement (the "Term"), unless the Agreement is sooner terminated in accordance with the Terms and Conditions in the Agreement; provided, however, that the City and the CONTRACTOR may mutually agree in writing to extend the Term of this Agreement.

Payment. The City of Lancaster shall reimburse the CONTRACTOR for actual costs, including labor costs and employee benefits incurred by the CONTRACTOR in performance of the work, in an amount not to exceed \$185,040. Actual costs shall not exceed the estimated wage rates and other costs as set forth in this Agreement. Source documentation supporting billed costs must be submitted with invoice. CONTRACTOR shall provide a cost breakdown with hourly rates for each office and field function in the event that additional work is required beyond the not to exceed amount specified above. Any additional work will require a separate Authorization for CONTRACTOR Services signed by both parties.

CONTRACTOR will be reimbursed, as promptly as fiscal procedures will permit, upon receipt by the City of itemized invoices. Invoices shall be submitted no later than forty-five (45) calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone, on each project, as applicable. Invoices shall follow the format stipulated for the Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due City. The final invoice should be submitted within sixty (60) calendar days after completion of CONSULTANT's work.

CONTRACTOR shall not be reimbursed for actual travel expenses incurred in the performance of the work.

Time for Commencement and Completion

CONTRACTOR shall commence performance of the work no later than **three (3) calendar days** following issuance of Notice to Proceed. It is anticipated that performance of the work for Task 2 will be completed within **forty-five (45) days** from commencement and work for Tasks 1 and 4 will be completed within **two-hundred forty-five (245) days** from commencement. In no event shall performance of the work for Task 2 be completed later than **sixty (60) days** from commencement **without the prior written authorization of the City**. If CONTRACTOR fails to complete the work in this time period, City may avail itself of any and all remedies provided for in this Agreement.

Wade Sawyer
Sawyer Construction & Associates

STAFF REPORT
City of Lancaster

NB 2
01/24/17
MVB

Date: January 24, 2017

To: Mayor Parris and City Council Members

From: Vern Lawson, Economic Development Director

Subject: **Lance Camper Expansion**

Recommendation:

Approve the proposed agreement with Lance Camper Manufacturing Corporation to facilitate the expansion of their facility and the creation of 150 new jobs in the Lancaster Business Park. Authorize the City Manager or his designee to execute all related documents.

Fiscal Impact:

No direct fiscal impact to the City from this action.

Background:

In business for more than 50 years, Lance Camper Manufacturing Corporation (“Lance”) has been operating in the Lancaster Business Park since 1997. Long known for their production of top-quality truck campers, Lance incorporated ultra-light travel trailers into their product line in 2009, followed by toy haulers in 2015. The firm currently operates in approximately 110,000 square feet of industrial space and boasts 510 employees.

Led by President Jack Cole, Lance has long been an upstanding member of the Lancaster business community. They have contributed greatly to our local economy for two decades. When faced with the relentless downturn brought on by the Great Recession, Jack and his team not only weathered the storm, but adapted their business by creating new and innovative products that are in high demand. Thanks to their hard work and insight, today, approximately 70% of Lance’s business comes from products the firm didn’t manufacture prior to the recession. In addition, their business is up 60% year-over-year.

This explosive growth has led Lance to craft a plan for the firm’s expansion. Lance has purchased an existing 61,000-square-foot industrial facility located south of their present complex. Lance will perform substantial rehabilitation efforts on this currently vacant building, previously occupied by Signature Fundraising, in order to update it for their use.

The firm's new growth will encompass an increased need for product storage as it awaits shipment. Lance currently owns approximately 6.5 vacant acres immediately south of the existing facility that is well-suited for this purpose. Presently, this acreage is divided by a portion Capital Drive, a City street which dead-ends in a cul-de-sac leading to a rear gate of Lance's existing complex.

The agreement now before you for consideration would allow for the City to vacate this street at Lance's discretion, which presently serves no traffic except for Lance itself. This action would incur no cost for the City and would also ultimately generate some degree of cost savings over the long term, as the vacated street would no longer require City maintenance. Additionally, the name of the cul-de-sac on which the expansion property is located, currently called Signature Court, will be restored to its original name, Fortune Way. In return, Lance will create 150 new jobs.

In summary, this agreement provides the City with an opportunity to facilitate the major expansion of an upstanding Lancaster business, thus rehabilitating and filling an existing industrial vacancy while also creating 150 new jobs for local residents, all at no cost to the taxpayer.

Attachment:

Agreement with Lance Camper

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (this “MOU”) is entered into as of January 24, 2017 (the “Effective Date”), by and between the **CITY OF LANCASTER**, a California municipal corporation an charter city (the “City”), and **LANCE CAMPER MFG. CORP.**, a California corporation (“Lance Camper”) (the City and Lance Camper are sometimes referred to herein individually as a “Party” and collectively as the “Parties”).

R E C I T A L S

A. Lance Camper has been operating in the Lancaster Business Park since 1997, currently operates in approximately 110,000 square feet of industrial space and has approximately 510 employees.

B. Lance Camper has purchased an existing 61,000-square-foot vacant industrial facility located south of its present complex. Lance Camper will perform substantial rehabilitation on this currently vacant building, which was previously occupied by Signature Fundraising.

C. Lance Camper’s growth will create an increased need for product storage as it awaits shipment. Lance Camper currently owns approximately 6.5 vacant acres immediately south of the existing facility that is well-suited for this purpose. Presently, this acreage is divided by a portion of Capital Drive, a City street which dead-ends in a cul-de-sac leading to a rear gate of Lance Camper’s existing complex.

D. This MOU provides that the City agrees to and shall do the following: (i) initiate proceedings to vacate the portion of Capital Drive that divides the 6.5 vacant acres described in Recital C, which presently serves no traffic except for Lance Camper itself; and (ii) restore Signature Court to its original name, Fortune Way. In consideration of the foregoing, this MOU provides that Lance Camper agrees to and shall create 150 new jobs within 3 years of the Effective Date.

E. This MOU will potentially generate cost savings for the City because the City will not be required to continue maintenance of the vacated street. Additionally, the 150 new jobs that Lance Camper creates will have a positive economic impact on the City and its residents.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, the parties hereto agree as follows:

1. City’s Obligation to Initiate Vacation Proceedings. Upon written request by Lance Camper, the City agrees to and shall initiate and conduct proceedings pursuant to Section 8320 *et seq.* of the California Streets and Highways Code to vacate the portion of Capital Drive that divides the 6.5 vacant acres described in Recital C, above, which presently serves no traffic except for Lance Camper itself. Additionally, the City agrees to and shall reasonably consult with and provide advice to Lance Camper in an attempt to facilitate the smooth flow of goods between Lance Camper’s various properties. Nothing in this Section 1 shall (i) impose an obligation upon the City to incur any cost or expense, or (ii) constitute approval of an action that by law may be taken only after notice and a public hearing conducted by the City’s legislative body.

2. Lance Camper’s Obligation to Create 150 New Jobs. Lance Camper agrees to and shall create 150 new jobs within 3 years of the Effective Date.

3. **Governing Law.** This MOU shall be deemed to be a contract made under the laws of the state of California and for all purposes shall be construed in accordance with said laws.

4. **Entire Agreement.** This MOU sets forth the complete agreement between the City and Lance Camper relating to the subjects herein.

5. **Modification.** This MOU may be modified only by a written agreement signed by both Parties.

IN WITNESS WHEREOF, the parties have caused this MOU to be executed by their duly authorized representative as of the date first written above.

CITY:

CITY OF LANCASTER, a California municipal corporation and charter city

By: _____
Name: _____
Its: _____

LANCE CAMPER:

LANCE CAMPER MFG. CORP., a California corporation

By: _____
Name: _____
Its: _____

STAFF REPORT

City of Lancaster

CPH 1
01/24/17
MVB

Date: January 24, 2017

To: Mayor Parris and City Council Members

From: Patti Garibay, Energy Manager-Programs, LCE
Brian S. Ludicke, Planning Director

Subject: **Amendment to Titles 15 and 17 of the Lancaster Municipal Code - Zero Net Energy (ZNE) Standards for New Single Family Residential Development**

Recommendation:

Introduce **Ordinance No. 1020**, amending Titles 15 and 17 of the Lancaster Municipal Code establishing requirements for the construction of Zero Net Energy (ZNE) single family residences.

Fiscal Impact:

Potential increase in revenue from ZNE mitigation fee, offset by reductions in other development fees.

Background:

On June 28, 2016, the City Council directed the Planning Commission to further research the concept of and requirements for zero-net energy (ZNE) residences, and provide the Council with direction on implementing a ZNE requirement in the City. Under the direction of the Planning Commission, staff researched the matter and provided a presentation and recommendation to the Commission on November 21, 2016. The Commissioners reviewed the information, heard public testimony, and asked staff to meet with local residential builders and representatives from the Building Industry Association to consider their information and suggestions before providing a final recommendation. On December 19, 2016, staff provided a draft ordinance to the Commission for their consideration. The Commission, following additional discussion, voted to recommend to the City Council approval of the draft ZNE ordinance.

The ordinance as proposed would provide single family residential developers with three basic options to meet the ZNE requirement (see Exhibit A for additional detail):

- Install a solar system equal to 2 watts per square-foot minimum, which would meet the January 2017 Title 24 energy efficiency requirements.
- Meet the January 2017 Title 24 energy efficiency requirements, and pay a one-time ZNE mitigation fee based on the square-footage of the house. Homeowner will be included in Lancaster Choice Energy's (LCE) ZNE Home Rate.
- Install a solar system equal to 2 kW per home, and pay the one-time ZNE mitigation fee to cover the balance of the required watts per square-foot of the house. Homeowner will be included in LCE's ZNE Home Rate.

As noted above, enactment of the ZNE ordinance as proposed would allow for the option of payment of a ZNE mitigation fee. The purpose of this fee is to fund the development of commercial-scale alternative energy in sufficient amounts to meet the energy demand of the residence. The resolution adopting this will be considered under a separate action.

In order to minimize the financial impact to the residential building industry from meeting ZNE requirements, the proposed ordinance would exempt single family residences meeting the ZNE standards from the rear yard landscape and irrigation standards. This provision is the result of the discussions held between City staff, building industry representatives, and the Planning Commission in developing the proposed ordinance.

The proposed ordinance would establish ZNE requirements for new single family residential units earlier than the 2020 timeframe established by the State of California. The development of ZNE residences provides substantial long-term benefits to residents of those residential units in the form of energy cost savings. The enactment of the requirement would also be consistent with the Lancaster's goal of becoming a net-zero city.

BSL/jr

Attachments:

Ordinance No. 1020

Exhibit A "Zero Net Energy Home- Home Builder Options"

Exhibit B "Cost Break Down for ZNE Home"

Exhibit C "Developer Pricing List"

Exhibit D "Solar/Domestic Customer Comparison"

Planning Commission Staff Report dated December 20, 2016

ORDINANCE NO. 1020

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY
OF LANCASTER, CALIFORNIA, ESTABLISHING
REQUIREMENTS FOR THE CONSTRUCTION OF ZERO
NET ENERGY RESIDENCES

WHEREAS, the State of California Government Code requires zoning to be consistent with the City's General Plan; and

WHEREAS, the City of Lancaster has a goal to be a zero net energy city; and

WHEREAS, the Planning Commission is recommending to the City Council a revision to the Energy Code (Title 15, Chapter 28) and the Residential zoning ordinance (Title 17, Chapter 8) of the Lancaster Municipal Code, in order to implement zero net energy standards for new residential construction, in advance of California State's 2020 requirements; and

WHEREAS, notice of intention to consider the Residential Zero Net Energy ordinance has been given in accordance with Section 65090 of the Government Code of the State of California; and

WHEREAS, the City has made a diligent effort to achieve public participation for the Residential Zero Net Energy ordinance, and has held meetings with the building industry on October 18 and October 25, and December 5, 2016, and the Planning Commission has held a public hearing on the proposed ordinance on November 21, 2016, and December 19, 2016, and has received and considered all public testimony both oral and written; and

WHEREAS, staff has prepared a written report recommending approval of the proposed ordinance for implementation of zero net energy goals; and proposed ordinance will not have a significant effect on the environment since these proposed actions are within the scope of the Program Environment Impact Report (SCH #2007111003) prepared for the Lancaster General Plan, and no further environmental review is required; and

WHEREAS, the City Council, based upon evidence in the record hereby makes the following findings in support of the proposed ordinance:

1. The proposed ordinance is consistent with the City's General Plan, including:
 - a. Objective 3.6, which states, "Encourage efficient use of energy resources through the promotion of efficient land use patterns and the incorporation of energy conservation practices into new and existing development, and appropriate use of alternative energy."
 - b. Policy 3.6.2, which states, "Encourage innovative building, site design, and orientation techniques which minimize energy use."
 - c. Policy 3.6.3, which states, "Encourage the incorporation of energy conservation measures in existing and new structures."

- d. Specific Action 3.6.3(b), which states, “Explore the feasibility of requiring solar systems in new residential and non-residential construction. If practical, amend the municipal code to address requirements for solar energy use.”
- e. Policy 3.6.5, which states, “Reduce the amount of energy consumed by City operations and assist residents and businesses in reducing their energy consumption rates.”

THE CITY COUNCIL OF THE CITY OF LANCASTER, CALIFORNIA, DOES HEREBY ORDAIN, AS FOLLOWS:

Section 1. Amend Section 15.28.020.c, “Provision of solar energy systems,” to read as follows:

“Provision of solar energy systems.

1. A builder shall provide solar energy systems for new detached single family homes in accordance with the energy generation requirements as listed in Section 17.08.060 of the Lancaster Municipal Code. It is intended that no individual installed system shall produce less than 2 watts per square foot of each home built by the builder. For example a 2,000 square foot home would require builder to install a 4 kW system. A builder may also adjust the amount of solar installed after demonstrating to the building official that the zero net energy requirements can be met with the installation of a smaller system.
2. Installation of solar energy systems is required for all new single family detached homes within a production subdivision. A builder may also meet the solar requirement by paying a solar mitigation fee based on the square footage of the living space of each home that is built.
3. Builders shall demonstrate through building plan check their intention to meet the solar zero net energy requirement.
4. Builders shall build solar energy systems on model homes, reflective of the products that will be offered to homebuyers.
5. If a tract is built in phases, the solar energy generation requirement shall be fulfilled for each phase, or release of homes.
6. Solar energy systems shall meet the development standards and guidelines as described in the Lancaster Zoning Code.
7. Solar energy systems for multi-family developments may be provided on rooftops, or on solar support/shade structures.
8. Accessory dwelling units (ADU) are exempt from the zero net energy requirements.
9. New single family residential units that comply with the zero net energy requirements shall not be required to comply with the landscaping and irrigation requirements of Section 17.08.110.A.12 and Section 8.30.040.B of the Lancaster Municipal Code with respect to the rear yard area.”

Section 2. Amend Section 17.08.305.c, “Provision of solar energy systems,” to read as follows:

“Provision of solar energy systems.

1. A builder shall provide solar energy systems for new detached single family homes in accordance with the energy generation requirements as listed in Section 17.08.060 of the Lancaster Municipal Code. It is intended that no individual installed system shall produce less than 2 watts per square foot of each home built by the builder. For example a 2,000 square foot home would require builder to install a 4 kW system. A builder may also adjust the amount of solar installed after demonstrating to the building official that the zero net energy requirements can be met with the installation of a smaller system.
2. Installation of solar energy systems is required for all new single family detached homes within a production subdivision. A builder may also meet the solar requirement by paying a solar mitigation fee based on the square footage of the living space of each home that is built.
3. Builders shall demonstrate through building plan check their intention to meet the solar zero net energy requirement.
4. Builders shall build solar energy systems on model homes, reflective of the products that will be offered to homebuyers.
5. If a tract is built in phases, the solar energy generation requirement shall be fulfilled for each phase, or release of homes.
6. Solar energy systems shall meet the development standards and guidelines as described in the Lancaster Zoning Code.
7. Solar energy systems for multi-family developments may be provided on rooftops, or on solar support/shade structures.
8. Accessory dwelling units (ADU) that are exempt from the zero net energy requirements.
9. New single family residential units that comply with the zero net energy requirements shall not be required to comply with the landscaping and irrigation requirements of Section 17.08.110.A.12 and Section 8.30.040.B of the Lancaster Municipal Code with respect to the rear yard area.”

Section 3. Amend Section 17.08.305.d, “Off-site fulfillment of solar energy generation,” to read as follows:

“Alternative methods of compliance. If site-specific situations make it impractical for a builder to meet the requirements of this section, the builder may propose an alternative method of compliance with the intent of this section. An alternative method of compliance shall be approved where the building official finds that the proposed alternative is satisfactory and complies with the intent of the provisions of this section.”

Section 4. Delete “Solar Energy System Provision” by zone in the “Development standards” table from Section 17.08.060.A.1 and from Section 17.08.060.B.1.

Section 5. That the City Clerk shall certify to the passage of this Ordinance, and will see that it is published and posted in the manner required by law.

I, Britt Avrit, CMC, City Clerk of the City of Lancaster, do hereby certify that the foregoing ordinance was regularly introduced and placed upon its first reading on the 24th day of January, 2017, and placed upon its second reading and adoption at a regular meeting of the City Council on the ____ day of _____, 2017, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

APPROVED:

BRITT AVRIT, CMC
City Clerk
City of Lancaster

R. REX PARRIS
Mayor
City of Lancaster

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)ss
CITY OF LANCASTER)

CERTIFICATION OF ORDINANCE
CITY COUNCIL

I, _____, _____ City of Lancaster, California, do hereby certify that this is a true and correct copy of the original Ordinance No. 1020, for which the original is on file in my office.

WITNESS MY HAND AND SEAL OF THE CITY OF LANCASTER, on this _____ day of _____.

(seal)

EXHIBIT "A"

ZERO NET ENERGY HOME – Home Builder Options



The City of Lancaster's existing solar ordinance would be modified so that each new home is built to Zero Net Energy (ZNE) standard. This is in line with the State's 2020 ZNE goal for all new homes built in California. Builders will have three (3) options from which they can choose to meet the City's ZNE requirement.

ZNE Home: Builder Option 1

Builder to install a solar system equal to two (2) watts per square foot minimum. For example a 2,000 square foot home would require a 4 kW system. Builder will need to meet the *Title 24 energy requirements for new construction effective January 2017.

*The Title 24 Building Code changes requires homes to be built 15% more efficient than existing code requires

**ZNE is defined as on site solar generation that is equal to or offsets the annual electrical demands of each home.

ZNE Home: Builder Option 2

Builder to meet the 2017 Title 24 energy efficiency requirements. Builder pays a one time ZNE mitigation fee based on the square footage of the house they are building. *ZNE mitigation fee is collected and used to build utility scale solar projects. Homeowner will be included in Lancaster Choice Energy's (LCE) ZNE Home Rate, a **50% discounted generation rate only available as an LCE customer.

*ZNE mitigation fee cost study to follow

**Current LCE domestic rate \$0.07454/ Estimated ZNE Home Rate \$0.03727

ZNE Home: Option 3 (Hybrid)

Builder to install a solar system equal to two (2) kW per home. *ZNE mitigation fee is collected for the balance of the watts installed and the required watts based on the square footage of each home. Homeowner will be included in Lancaster Choice Energy's (LCE) ZNE Home Rate, a **50% discounted generation rate only available as an LCE customer.

*ZNE mitigation fee cost study to follow

**Current LCE domestic rate \$0.07454/ Estimated ZNE Home Rate \$0.03727



DRAFT

COST BREAK DOWN FOR ZNE HOME

EXHIBIT "B"

		2000 Sq. Foot	2500 Sq. Foot	3000 Sq. Foot	3500 Sq. Foot
		2000	2500	3000	3500
OPTION 1 Zero Electric Bill					
Roof Top Solar System	4KW	\$16,000.00	5KW \$20,000.00	6KW \$24,000.00	7 KW \$28,000.00
ITC Credit	30%	-\$4,800.00	-\$6,000.00	-\$7,200.00	-\$8,400.00
Savings for not complying With 2016 Standard		-\$3,000.00	-\$3,750.00	-\$4,500.00	-\$5,250.00
Ordinance requiring 1 KW (\$4000) Less 30% ITC Credit		-\$2,800.00	-\$2,800.00	-\$2,800.00	-\$2,800.00
Inspection Fee		\$199.00	\$199.00	\$199.00	\$199.00
Savings for not complying with Landscape Requirement		-\$6,000.00	-\$6,000.00	-\$6,000.00	-\$6,000.00
Net Cost / Zero Electrical Bill		-\$401.00	\$1,649.00	\$3,699.00	\$5,749.00
Additional cost per square foot		-\$0.20	\$0.66	\$1.23	\$1.64
OPTION 2 Mitigation Fee-50% Generation Bill					
Mitigation Fee @ \$1.40 per sq. foot	4KW	\$2,800.00	5KW \$3,500.00	6KW \$4,200.00	7 KW \$4,900.00
Construction Cost to comply with 2016 Standards		\$3,000.00	\$3,750.00	\$4,500.00	\$5,250.00
Ordinance requiring 1 KW (\$4000) Less 30% ITC Credit		-\$2,800.00	-\$2,800.00	-\$2,800.00	-\$2,800.00
Savings for not complying with Landscape Requirement		-\$6,000.00	-\$6,000.00	-\$6,000.00	-\$6,000.00
Net Cost / 50% Reduction in generation		-\$3,000.00	-\$1,550.00	-\$100.00	\$1,350.00
Additional cost per square foot		-\$1.50	-\$0.62	-\$0.03	\$0.39
Option 3 Hybrid / Solar and Mitigation Fee-50% Generation Bill					
Solar System	2KW	\$8,000.00	2KW \$8,000.00	2KW \$8,000.00	2 KW \$8,000.00
ITC Credit	30%	-\$2,400.00	-\$2,400.00	-\$2,400.00	-\$2,400.00
Mitigation Fee @ \$1.40 per sq. foot		\$1,400.00	\$2,100.00	\$2,800.00	\$3,500.00
Savings for not complying With 2016 Standard		-\$3,000.00	-\$3,750.00	-\$4,500.00	-\$5,250.00
Ordinance requiring 1 KW (\$4000) Less 30% ITC Credit		-\$2,800.00	-\$2,800.00	-\$2,800.00	-\$2,800.00
Inspection Fee		\$199.00	\$199.00	\$199.00	\$199.00
Savings for not complying with Landscape Requirement		-\$6,000.00	-\$6,000.00	-\$6,000.00	-\$6,000.00
Net Cost / 50% Reduction in generation		-\$4,601.00	-\$4,651.00	-\$4,701.00	-\$4,751.00
Additional cost per square foot		-\$2.30	-\$1.86	-\$1.57	-\$1.36

Assumptions: 2 Watts of solar per square foot of home, \$4,000 per kW of installed solar, 30% ITC Credit, \$1,50 per square foot to comply with 2016 standard, \$6,000 per home to meet the City's Landscape requirement

COST BREAK DOWN FOR ZNE HOME

STATE REQUIREMENTS ONLY		2000 Sq. Foot						
		2000						
State Requirement								
Roof Top Solar System	2 KW	\$8,000.00						
ITC Credit	30%	-\$2,400.00						
Savings for not complying With 2016 Standard		-\$2,000.00						
Ordinance requiring 1 KW (\$4000) Less 30% ITC Credit		-\$2,800.00						
Inspection Fee		\$199.00						
Total Developer Cost		\$999.00						
Additional cost per square foot		\$0.50						
		2000 Sq. Foot						
		2000						
State Requirement								
Cost to comply with 2016 Building Code Standard		\$2,000.00						
Total Developer Cost		\$2,000.00						
Additional cost per square foot		\$1.00						

Assumptions: 2 Watts of solar per square foot of home, \$4,000 per kW of installed solar, 30% ITC Credit, \$1,50 per square foot to comply with 2016 standard, \$6,000 per home to meet the City's Landscape requirement

DEVELOPER PRICING LIST

Company Name	Model	Square Footage	Price	\$ per Square Ft	\$ per Square Ft (Adding Hybrid ZNE)	Total \$ per Square Ft + ZNE	Added Cost in %
American Premier	Plan 2	2348	\$334,990.00	\$142.67	\$0.70	\$143.37	0.5%
	Plan 3	2894	\$364,990.00	\$126.12	\$0.54	\$126.66	0.4%
	Plan 4	3140	\$384,990.00	\$122.61	\$0.43	\$123.04	0.4%
Beazer Homes <small>currently installing 2 watts per sq. ft</small>	Plan 1	2471		\$0.00		\$0.00	
	Plan 2	2679		\$0.00		\$0.00	
	Plan 3	3053		\$0.00		\$0.00	
	Plan 4	3371		\$0.00		\$0.00	
Harris Homes	Plan 1	2060	\$360,000.00	\$174.76	\$0.70	\$175.46	0.4%
	Plan 2	2144	\$370,000.00	\$172.57	\$0.70	\$173.27	0.4%
	Plan3	2630	\$400,000.00	\$152.09	\$0.54	\$152.63	0.4%
Liberty Crossing (East Side)	Plan 1	1750	\$249,900.00	\$142.80			
	Plan 2	2181	\$279,900.00	\$128.34	\$1.20	\$129.54	0.9%
	Plan3	2505	\$294,900.00	\$117.72	\$0.54	\$118.26	0.5%
Pacific Communities	Plan 1	2541	\$384,990.00	\$151.51	\$0.54	\$152.05	0.4%
	Plan 2	2733	\$412,990.00	\$151.11	\$0.54	\$151.65	0.4%
	Plan 4	3454	\$435,990.00	\$126.23	\$0.43	\$126.66	0.3%
	Plan 5	3818	\$457,990.00	\$119.96	\$0.36	\$120.32	0.3%
Wells Eason	Plan 1	2168	\$379,000.00	\$174.82	\$0.70	\$175.52	0.4%
	Plan 2	2450	\$390,000.00	\$159.18	\$0.70	\$159.88	0.4%
	Plan 3	2693	\$399,000.00	\$148.16	\$0.54	\$148.70	0.4%
*Average Price per Square Foot	2000 - 2499	2234	\$366,798.00	\$164.19	\$0.70	\$164.89	0.4%
	2500 - 2999	2698.2	\$392,394.00	\$145.43	\$0.54	\$145.97	0.4%
	3000 - 3499	3297	\$410,490.00	\$124.50	\$0.43	\$124.93	0.3%
	<small>*West Lancaster Tracks Only</small>	3500 - 4000	3818	\$457,990.00	\$119.96	\$0.36	\$120.32

Customer Comparison for a Solar & Domestic Customer- Same Builder/Tract

EXHIBIT "D"

	COMPARISON 1: 2500 Square-Foot Home						
	Domestic			NEM D-Solar (5.1 kw system)			
	SCE	LCE	Total	SCE Non-Tracked	SCE Tracked	LCE	Total
January 2016	\$ 59.21	\$ 46.09	\$ 105.30	\$ 3.09	\$ 13.90	\$ 33.55	\$ 50.54
February 2016	\$ 35.08	\$ 24.26	\$ 59.34	\$ 2.19	\$ 12.21	\$ 9.78	\$ 24.18
March 2016	\$ 52.09	\$ 31.60	\$ 83.69	\$ 10.53	\$ (9.60)	\$ (17.56)	\$ (16.63)
April 2016	\$ (9.22)	\$ 21.11	\$ 11.89	\$ 9.87	\$ (63.91)	\$ (26.98)	\$ (81.02)
May 2016	\$ 32.81	\$ 22.69	\$ 55.50	\$ 9.54	\$ (41.36)	\$ (27.19)	\$ (59.01)
June 2016	\$ 36.04	\$ 25.31	\$ 61.35	\$ 10.53	\$ (41.82)	\$ 29.01	\$ (2.28)
July 2016	\$ 79.04	\$ 45.23	\$ 124.27	\$ 9.87	\$ (1.07)	\$ (0.84)	\$ 7.96
August 2016	\$ 79.33	\$ 44.86	\$ 124.19	\$ 2.88	\$ 20.32	\$ 16.00	\$ 39.20
September 2016	\$ 90.76	\$ 50.84	\$ 141.60	\$ 2.69	\$ 17.51	\$ 13.82	\$ 34.02
October 2016	\$ 4.56	\$ 29.50	\$ 34.06	\$ 1.99	\$ (26.85)	\$ 8.79	\$ (16.07)
November 2016	\$ 32.56	\$ 21.67	\$ 54.23	\$ 1.54	\$ 9.13	\$ 6.61	\$ 17.28
December 2015	\$ 49.17	\$ 42.38	\$ 91.55	\$ 4.05	\$ 8.80	\$ 28.82	\$ 41.67
	\$ 541.43	\$ 405.54	\$ 946.97	\$ 68.77	\$ (102.74)	\$ 73.81	\$ 39.84

SCE- Transmission, Grid Charges

LCE- Energy, Actual Consumption Charges

SCE Non Tracked Charges- Basic Charge, PCIA, DWR Bond Charge, CTC and Generation Municipal Surcharge

SCE Tracked-Transmission, Grid Charges

LCE (NEM D)-Energy, Consumption Charges

Customer Comparison for a Solar & Domestic Customer- Same Builder/Tract

EXHIBIT "D"

	COMPARISON 2: 3000 Square-Foot Home						
	Domestic			NEM D-Solar (5.1 kw system)			
	SCE	LCE	Total	SCE Non-Tracked	SCE Tracked	LCE	Total
January 2016	\$107.96	\$52.80	\$160.76	\$4.78	\$43.66	\$31.55	\$79.99
February 2016	\$103.72	\$48.99	\$152.71	\$2.38	\$13.29	\$11.23	\$26.90
March 2016	\$88.96	\$43.64	\$132.60	\$9.87	\$-0.31	\$-0.23	\$9.33
April 2016	\$56.18	\$44.42	\$100.60	\$9.54	\$-56.05	\$-15.25	\$-61.76
May 2016	\$82.83	\$41.27	\$124.10	\$9.54	\$-16.82	\$-14.21	\$-21.49
June 2016	\$79.61	\$41.27	\$120.88	\$1.30	\$43.99	\$31.89	\$77.18
July 2016	\$150.63	\$82.64	\$233.27	\$1.36	\$75.40	\$44.26	\$121.02
August 2016	\$170.71	\$87.19	\$257.90	\$1.42	\$101.49	\$54.36	\$157.27
September 2016	\$109.32	\$73.33	\$182.65	\$1.11	\$16.56	\$11.97	\$29.64
October 2016	\$63.48	\$49.76	\$113.24	\$9.87	\$-44.97	\$-4.96	\$-40.06
November 2016	\$112.16	\$51.79	\$163.95	\$2.70	\$8.96	\$6.43	\$18.09
December 2015	\$99.69	\$71.16	\$170.85	\$10.08	\$101.08	\$76.97	\$188.13
	\$1225.25	\$688.26	\$1913.51	\$63.95	\$286.28	\$234.01	\$584.24

SCE- Transmission, Grid Charges

LCE- Energy, Actual Consumption Charges

SCE Non Tracked Charges- Basic Charge, PCIA, DWR Bond Charge, CTC and Generation Municipal Surcharge

SCE Tracked-Transmission, Grid Charges

LCE (NEM D)-Energy, Consumption Charges

Customer Comparison for a Solar & Domestic Customer- Same Builder/Tract

EXHIBIT "D"

COMPARISON 3: 3500 Square-Foot Home							
	Domestic			NEM D-Solar (6.42 kw system)			
	SCE	LCE	Total	Non-Tracked	Tracked	LCE	Total
January 2016	\$ 106.48	\$ 75.90	\$ 182.38	\$ 4.90	\$ 29.33	\$ 29.72	\$ 63.95
February 2016	\$ 78.19	\$ 57.51	\$ 135.70	\$ 2.04	\$ 10.83	\$ 9.36	\$ 22.23
March 2016	\$ 41.31	\$ 27.36	\$ 68.67	\$ 10.53	\$ (20.28)	\$ (17.13)	\$ (26.88)
April 2016	\$ (0.39)	\$ 25.16	\$ 24.77	\$ 9.87	\$ (76.06)	\$ (27.05)	\$ (93.24)
May 2016	\$ 38.21	\$ 25.13	\$ 63.34	\$ 9.54	\$ (35.69)	\$ (25.76)	\$ (51.91)
June 2016	\$ 100.40	\$ 50.40	\$ 150.80	\$ 10.71	\$ (29.11)	\$ (23.07)	\$ (41.47)
July 2016	\$ 151.26	\$ 70.99	\$ 222.25	\$ 2.14	\$ 12.39	\$ 9.78	\$ 24.31
August 2016	\$ 188.70	\$ 80.87	\$ 269.57	\$ 2.60	\$ 17.43	\$ 13.72	\$ 33.75
September 2016	\$ 169.12	\$ 77.95	\$ 247.07	\$ 1.92	\$ 9.58	\$ 7.56	\$ 19.06
October 2016	\$ 69.18	\$ 54.97	\$ 124.15	\$ 9.54	\$ (54.21)	\$ (12.73)	\$ (57.40)
November 2016	\$ 50.53	\$ 28.88	\$ 79.41	\$ 9.87	\$ (9.13)	\$ (6.59)	\$ (5.85)
December 2015	\$ 98.89	\$ 69.01	\$ 167.90	\$ 7.18	\$ 4.18	\$ 5.74	\$ 17.10
	\$ 1,091.88	\$ 644.13	\$ 1,736.01	\$ 80.84	\$ (140.74)	\$ (36.45)	\$ (96.35)

SCE- Transmission, Grid Charges

LCE- Energy, Actual Consumption Charges

SCE Non Tracked Charges- Basic Charge, PCIA, DWR Bond Charge, CTC and Generation Municipal Surcharge

SCE Tracked-Transmission, Grid Charges

LCE (NEM D)-Energy, Consumption Charges

Solar

Negative Number = Overproduction

Tracked Charges- Zero Out at the End of True Up Period

LCE- pays \$0.06 per kWh at end of true up

PLANNING COMMISSION ACTION:

APPROVED (6-0-0-0-1) (ABSENT: Hall)

AGENDA ITEM: 2.


DATE: 12-19-16

STAFF REPORT

AMENDMENT TO LANCASTER MUNICIPAL CODE (TITLES 15 AND 17) ZERO NET ENERGY STANDARDS FOR NEW SINGLE-FAMILY RESIDENTIAL DEVELOPMENT

DATE: December 19, 2016

TO: Lancaster Planning Commission

FROM: Planning Section, Community Development Division 
Development Services Department

APPLICANT: City of Lancaster

LOCATION: City-wide

REQUEST: Consideration of an ordinance modifying Titles 15 and 17 of the Lancaster Municipal Code to establish requirements for construction of Zero Net Energy (ZNE) single-family residences

RECOMMENDATION: Recommend to the City Council to adopt an ordinance amending Titles 15 and 17 of the Lancaster Municipal Code to establish requirements for construction of Zero Net Energy (ZNE) single-family residences.

BACKGROUND: On June 28, 2016, staff provided a presentation to the City Council which discussed zero net energy homes and the mandatory ZNE regulations that are forthcoming from the State. Council directed the Planning Commission to further research ZNE homes and to provide the Council with direction for implementing a ZNE requirement in the City.

On November 21, 2016 staff provided a follow up presentation and recommendation for the Planning Commission. Staff identified three methods for meeting a zero net energy requirement and the costs associated with each approach. Commissioners reviewed each method and asked staff to meet with local builders and representatives from the Building Industry Association to get their insight and suggestions before making a final recommendation on December 19, 2016.

LEGAL NOTICE: Notice of Public Hearing was noticed in a newspaper of general circulation per prescribed procedure.

DISCUSSION: Upon direction by the Planning Commission, staff reviewed zero net energy homes and reviewed Exhibit A with Commissioners on November 21, 2016. Commissioners discussed the recommendation which included the modification of the City's existing solar ordinance Section

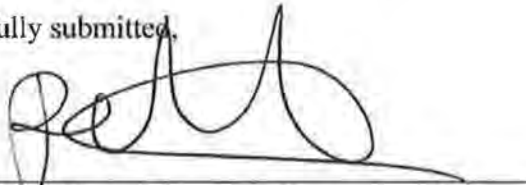
17.08.305 and removal of language in the existing ordinance which allows for an aggregate of energy, requiring instead that each home meet the ZNE standard.

After discussing staff's recommendation and hearing public testimony, Commissioners directed staff to schedule a follow up discussion with local developers and the Building Industry Association (BIA) to discuss identified concerns. Staff was directed to develop Exhibit B and Exhibit C to provide additional detail on the cost associated with building a zero net energy home and Exhibit D which shows a comparison of the annual energy costs for a solar customer and standard residential domestic customer.

The Planning Commission Chair, Vice Chair and staff met with local builders and BIA representatives on December 5, 2016 to discuss the proposed ZNE ordinance. As a result of the conversation additional modifications to the proposed ZNE ordinance found under Exhibit B and Exhibit E were made which will remove the existing landscaping and irrigation requirements of Section 17.08.110.A.12 and Section 8.30.040.B of the Lancaster Municipal Code with respect to the rear yard area for new single family residential units that comply with the zero net energy (ZNE) requirement. As demonstrated in Exhibit B, this provision is expected to result in builders having no additional financial burden as a result of a ZNE requirement.

Due to these reasons, and the findings listed in the proposed ordinance, staff recommends that the Planning Commission recommend to the City Council an amendment to Titles 15 and 17 of the Lancaster Municipal Code to modify the City's existing solar ordinance requiring that all new single family residence built in the City are built to a ZNE standard.

Respectfully submitted,



Patti Garibay, Energy Manager-Programs, LCE

Attachments: Draft CC ZNE Ordinance
Exhibit A "Zero Net Energy Home- Home Builder Options"
Exhibit B "Cost Break Down for ZNE Home"
Exhibit C "Developer Pricing List"
Exhibit D "Solar/Domestic Customer Comparison"

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF LANCASTER, CALIFORNIA, ESTABLISHING
REQUIREMENTS FOR THE CONSTRUCTION OF
ZERO NET ENERGY RESIDENCES

WHEREAS, the State of California Government Code requires zoning to be consistent with the City's General Plan; and

WHEREAS, the City of Lancaster has a goal to be a zero net energy city; and

WHEREAS, the Planning Commission is recommending to the City Council a revision to the Energy Code (Title 15, Chapter 28) and the Residential zoning ordinance (Title 17, Chapter 8) of the Lancaster Municipal Code, as included in the attached Ordinance (Exhibit "A"), in order implement zero net energy standards for new residential construction, in advance of California State's 2020 requirements; and

WHEREAS, notice of intention to consider the Residential Zero Net Energy ordinance has been given in accordance with Section 65090 of the Government Code of the State of California; and

WHEREAS, the City has made a diligent effort to achieve public participation for the Residential Zero Net Energy ordinance, and has held meetings with the building industry on October 18 and October 25, and December 5, 2016 and the Planning Commission has held a public hearing on the proposed ordinance on November 21, 2016, and December 19, 2016 and has received and considered all public testimony both oral and written; and

WHEREAS, staff has prepared a written report recommending approval of the proposed ordinance for implementation of zero net energy goals; and proposed ordinance will not have a significant effect on the environment since these proposed actions are within the scope of the Program Environment Impact Report (SCH #2007111003) prepared for the Lancaster General Plan, and no further environmental review is required; and

WHEREAS, the City Council, based upon evidence in the record hereby makes the following findings in support of the proposed ordinance (Exhibit "A"):

1. The proposed ordinance is consistent with the City's General Plan, including:
 - a. Objective 3.6, which states, "Encourage efficient use of energy resources through the promotion of efficient land use patterns and the incorporation of energy conservation practices into new and existing development, and appropriate use of alternative energy."
 - b. Policy 3.6.2, which states, "Encourage innovative building, site design, and orientation techniques which minimize energy use."

- c. Policy 3.6.3, which states, “Encourage the incorporation of energy conservation measures in existing and new structures.”
- d. Specific Action 3.6.3(b), which states, “Explore the feasibility of requiring solar systems in new residential and non-residential construction. If practical, amend the municipal code to address requirements for solar energy use.”
- e. Policy 3.6.5, which states, “Reduce the amount of energy consumed by City operations and assist residents and businesses in reducing their energy consumption rates.”

THE CITY COUNCIL OF THE CITY OF LANCASTER, CALIFORNIA, DOES HEREBY ORDAIN, AS FOLLOWS:

Section 1. Amend Section 15.28.020.c, “Provision of solar energy systems,” to read as follows:

“Provision of solar energy systems.

1. A builder shall provide solar energy systems for new detached single family homes in accordance with the energy generation requirements as listed in Section 17.08.060 of the Lancaster Municipal Code. It is intended that no individual installed system shall produce less than 2 watts per square foot of each home built by the builder. For example a 2,000 square foot home would require builder to install a 4 kW system. A builder may also adjust the amount of solar installed after demonstrating to the building official that the zero net energy requirements can be met with the installation of a smaller system.
2. Installation of solar energy systems is required for all new single family detached homes within a production subdivision. A builder may also meet the solar requirement by paying a solar mitigation fee based on the square footage of the living space of each home that is built.
3. Builders shall demonstrate through building plan check their intention to meet the solar zero net energy requirement.
4. Builders shall build solar energy systems on model homes, reflective of the products that will be offered to homebuyers.
5. If a tract is built in phases, the solar energy generation requirement shall be fulfilled for each phase, or release of homes.
6. Solar energy systems shall meet the development standards and guidelines as described in the Lancaster Zoning Code.
7. Solar energy systems for multi-family developments may be provided on rooftops, or on solar support/shade structures.
8. Accessory dwelling units (ADU) are exempt from the zero net energy requirements.
9. New single family residential units that comply with the zero net energy requirements shall not be required to comply with the landscaping and irrigation requirements of Section 17.08.110.A.12 and Section 8.30.040.B of the Lancaster Municipal Code with respect to the rear yard area.”

Section 2. Amend Section 17.08.305.c, "Provision of solar energy systems," to read as follows:

"Provision of solar energy systems.

1. A builder shall provide solar energy systems for new detached single family homes in accordance with the energy generation requirements as listed in Section 17.08.060 of the Lancaster Municipal Code. It is intended that no individual installed system shall produce less than 2 watts per square foot of each home built by the builder. For example a 2,000 square foot home would require builder to install a 4 kW system. A builder may also adjust the amount of solar installed after demonstrating to the building official that the zero net energy requirements can be met with the installation of a smaller system.
2. Installation of solar energy systems is required for all new single family detached homes within a production subdivision. A builder may also meet the solar requirement by paying a solar mitigation fee based on the square footage of the living space of each home that is built.
3. Builders shall demonstrate through building plan check their intention to meet the solar zero net energy requirement.
4. Builders shall build solar energy systems on model homes, reflective of the products that will be offered to homebuyers.
5. If a tract is built in phases, the solar energy generation requirement shall be fulfilled for each phase, or release of homes.
6. Solar energy systems shall meet the development standards and guidelines as described in the Lancaster Zoning Code.
7. Solar energy systems for multi-family developments may be provided on rooftops, or on solar support/shade structures.
8. Accessory dwelling units (ADU) that are exempt from the zero net energy requirements.
9. New single family residential units that comply with the zero net energy requirements shall not be required to comply with the landscaping and irrigation requirements of Section 17.08.110.A.12 and Section 8.30.040.B of the Lancaster Municipal Code with respect to the rear yard area."

Section 3. Amend Section 17.08.305.d, "Off-site fulfillment of solar energy generation," to read as follows:

"Alternative methods of compliance. If site-specific situations make it impractical for a builder to meet the requirements of this section, the builder may propose an alternative method of compliance with the intent of this section. An alternative method of compliance shall be approved where the building official finds that the proposed alternative is satisfactory and complies with the intent of the provisions of this section."

Section 4. Delete "Solar Energy System Provision" by zone in the "Development standards" table from Section 17.08.060.A.1 and from Section 17.08.060.B.1.

Section 5. That the City Clerk shall certify to the passage of this Ordinance, and will see that it is published and posted in the manner required by law.

Ordinance No.
Page 4

I, Britt Avrit, CMC, City Clerk of the City of Lancaster, do hereby certify that the foregoing ordinance was regularly introduced and placed upon its first reading on the _____ day of _____, 2016, and placed upon its second reading and adoption at a regular meeting of the City Council on the ____ day of _____, 2016, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

APPROVED:

BRITT AVRIT, CMC
City Clerk
City of Lancaster

R. REX PARRIS
Mayor
City of Lancaster

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)ss
CITY OF LANCASTER)

Ordinance No.
Page 5

CERTIFICATION OF ORDINANCE
CITY COUNCIL

I, _____, _____ City of
Lancaster, California, do hereby certify that this is a true and correct copy of the original
Ordinance No. _____, for which the original is on file in my office.

WITNESS MY HAND AND SEAL OF THE CITY OF LANCASTER, on this _____ day
of _____, _____.

(seal)

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ZERO NET ENERGY HOME – Home Builder Options



The City of Lancaster’s existing solar ordinance would be modified so that each new home is built to Zero Net Energy (ZNE) standard. This is in line with the State’s 2020 ZNE goal for all new homes built in California. Builders will have three (3) options from which they can choose to meet the City’s ZNE requirement.

ZNE Home: Builder Option 1

Builder to install a solar system equal to two (2) watts per square foot minimum. For example a 2,000 square foot home would require a 4 kW system. Builder will need to meet the *Title 24 energy requirements for new construction effective January 2017.

*The Title 24 Building Code changes requires homes to be built 15% more efficient than existing code requires

**ZNE is defined as on site solar generation that is equal to or offsets the annual electrical demands of each home.

ZNE Home: Builder Option 2

Builder to meet the 2017 Title 24 energy efficiency requirements. Builder pays a one time ZNE mitigation fee based on the square footage of the house they are building. *ZNE mitigation fee is collected and used to build utility scale solar projects. Homeowner will be included in Lancaster Choice Energy’s (LCE) ZNE Home Rate, a **50% discounted generation rate only available as an LCE customer.

*ZNE mitigation fee cost study to follow

**Current LCE domestic rate \$0.07454/ Estimated ZNE Home Rate \$0.03727

ZNE Home: Option 3 (Hybrid)

Builder to install a solar system equal to two (2) kW per home. *ZNE mitigation fee is collected for the balance of the watts installed and the required watts based on the square footage of each home. Homeowner will be included in Lancaster Choice Energy’s (LCE) ZNE Home Rate, a **50% discounted generation rate only available as an LCE customer.

*ZNE mitigation fee cost study to follow

**Current LCE domestic rate \$0.07454/ Estimated ZNE Home Rate \$0.03727



ZNE – EXHIBIT B

COST BREAK DOWN FOR ZNE HOME

		2000 Sq. Foot		2500 Sq. Foot		3000 Sq. Foot		3500 Sq. Foot	
		2000		2500		3000		3500	
OPTION 1 Zero Electric Bill									
Roof Top Solar System	4KW	\$16,000.00	5KW	\$20,000.00	6KW	\$24,000.00	7 KW	\$28,000.00	
ITC Credit	30%	-\$4,800.00		-\$6,000.00		-\$7,200.00		-\$8,400.00	
Savings for not complying With 2016 Standard		-\$3,000.00		-\$3,750.00		-\$4,500.00		-\$5,250.00	
Ordinance requiring 1 KW (\$4000) Less 30% ITC Credit		-\$2,800.00		-\$2,800.00		-\$2,800.00		-\$2,800.00	
Inspection Fee		\$199.00		\$199.00		\$199.00		\$199.00	
Savings for not complying with Landscape Requirement		-\$6,000.00		-\$6,000.00		-\$6,000.00		-\$6,000.00	
Net Cost / Zero Electrical Bill		-\$401.00		\$1,649.00		\$3,699.00		\$5,749.00	
Additional cost per square foot		-\$0.20		\$0.66		\$1.23		\$1.64	
OPTION 2 Mitigation Fee-50% Generation Bill									
Mitigation Fee @ \$1.40 per sq. foot	4KW	\$2,800.00	5KW	\$3,500.00	6KW	\$4,200.00	7 KW	\$4,900.00	
Construction Cost to comply with 2016 Standards		\$3,000.00		\$3,750.00		\$4,500.00		\$5,250.00	
Ordinance requiring 1 KW (\$4000) Less 30% ITC Credit		-\$2,800.00		-\$2,800.00		-\$2,800.00		-\$2,800.00	
Savings for not complying with Landscape Requirement		-\$6,000.00		-\$6,000.00		-\$6,000.00		-\$6,000.00	
Net Cost / 50% Reduction in generation		-\$3,000.00		-\$1,550.00		-\$100.00		\$1,350.00	
Additional cost per square foot		-\$1.50		-\$0.62		-\$0.03		\$0.39	
Option 3 Hybrid / Solar and Mitigation Fee-50% Generation Bill									
Solar System	2KW	\$8,000.00	2KW	\$8,000.00	2KW	\$8,000.00	2 KW	\$8,000.00	
ITC Credit	30%	-\$2,400.00		-\$2,400.00		-\$2,400.00		-\$2,400.00	
Mitigation Fee @ \$1.40 per sq. foot		\$1,400.00		\$2,100.00		\$2,800.00		\$3,500.00	
Savings for not complying With 2016 Standard		-\$3,000.00		-\$3,750.00		-\$4,500.00		-\$5,250.00	
Ordinance requiring 1 KW (\$4000) Less 30% ITC Credit		-\$2,800.00		-\$2,800.00		-\$2,800.00		-\$2,800.00	
Inspection Fee		\$199.00		\$199.00		\$199.00		\$199.00	
Savings for not complying with Landscape Requirement		-\$6,000.00		-\$6,000.00		-\$6,000.00		-\$6,000.00	
Net Cost / 50% Reduction in generation		-\$4,601.00		-\$4,651.00		-\$4,701.00		-\$4,751.00	
Additional cost per square foot		-\$2.30		-\$1.86		-\$1.57		-\$1.36	

Assumptions: 2 Watts of solar per square foot of home, \$4,000 per kW of installed solar, 30% ITC Credit, \$1,50 per square foot to comply with 2016 standard, \$6,000 per home to meet the City's Landscape requirement

COST BREAK DOWN FOR ZNE HOME

STATE REQUIREMENTS ONLY		2000 Sq. Foot
		2000
State Requirement		
Roof Top Solar System	2 KW	\$8,000.00
ITC Credit	30%	-\$2,400.00
Savings for not complying With 2016 Standard		-\$2,000.00
Ordinance requiring 1 KW (\$4000) Less 30% ITC Credit		-\$2,800.00
Inspection Fee		\$199.00
Total Developer Cost		\$999.00
Additional cost per square foot		\$0.50
<hr/>		
		2000 Sq. Foot
		2000
State Requirement		
Cost to comply with 2016 Building Code Standard		\$2,000.00
Total Developer Cost		\$2,000.00
Additional cost per square foot		\$1.00

Assumptions: 2 Watts of solar per square foot of home, \$4,000 per kW of installed solar, 30% ITC Credit, \$1,50 per square foot to comply with 2016 standard, \$6,000 per home to meet the City's Landscape requirement

ZNE – EXHIBIT C

DEVELOPER PRICING LIST

Company Name	Model	Square Footage	Price	\$ per Square Ft	\$ per Square Ft (Adding Hybrid ZNE)	Total \$ per Square Ft + ZNE	Added Cost in %
American Premier	Plan 2	2348	\$334,990.00	\$142.67	\$0.70	\$143.37	0.5%
	Plan 3	2894	\$364,990.00	\$126.12	\$0.54	\$126.66	0.4%
	Plan 4	3140	\$384,990.00	\$122.61	\$0.43	\$123.04	0.4%
Beazer Homes <i>currently installing 2 watts per sq ft</i>	Plan 1	2471		\$0.00		\$0.00	
	Plan 2	2679		\$0.00		\$0.00	
	Plan 3	3053		\$0.00		\$0.00	
	Plan 4	3371		\$0.00		\$0.00	
Harris Homes	Plan 1	2060	\$360,000.00	\$174.76	\$0.70	\$175.46	0.4%
	Plan 2	2144	\$370,000.00	\$172.57	\$0.70	\$173.27	0.4%
	Plan3	2630	\$400,000.00	\$152.09	\$0.54	\$152.63	0.4%
Liberty Crossing (East Side)	Plan 1	1750	\$249,900.00	\$142.80			
	Plan 2	2181	\$279,900.00	\$128.34	\$1.20	\$129.54	0.9%
	Plan3	2505	\$294,900.00	\$117.72	\$0.54	\$118.26	0.5%
Pacific Communities	Plan 1	2541	\$384,990.00	\$151.51	\$0.54	\$152.05	0.4%
	Plan 2	2733	\$412,990.00	\$151.11	\$0.54	\$151.65	0.4%
	Plan 4	3454	\$435,990.00	\$126.23	\$0.43	\$126.66	0.3%
	Plan 5	3818	\$457,990.00	\$119.96	\$0.36	\$120.32	0.3%
Wells Eason	Plan 1	2168	\$379,000.00	\$174.82	\$0.70	\$175.52	0.4%
	Plan 2	2450	\$390,000.00	\$159.18	\$0.70	\$159.88	0.4%
	Plan 3	2693	\$399,000.00	\$148.16	\$0.54	\$148.70	0.4%
*Average Price per Square Foot	2000 - 2499	2234	\$366,798.00	\$164.19	\$0.70	\$164.89	0.4%
	2500 - 2999	2698.2	\$392,394.00	\$145.43	\$0.54	\$145.97	0.4%
	3000 - 3499	3297	\$410,490.00	\$124.50	\$0.43	\$124.93	0.3%
	<i>*West Lancaster Tracks Only</i>	3500 - 4000	3818	\$457,990.00	\$119.96	\$0.36	\$120.32

Customer Comparison for a Solar & Domestic Customer- Same Builder/Tract

EXHIBIT "D"

	COMPARISON 1: 2500 Square-Foot Home						
	Domestic			NEM D-Solar (5.1 kw system)			
	SCE	LCE	Total	SCE Non-Tracked	SCE Tracked	LCE	Total
January 2016	\$ 59.21	\$ 46.09	\$ 105.30	\$ 3.09	\$ 13.10	\$ 33.55	\$ 50.54
February 2016	\$ 35.08	\$ 24.26	\$ 59.34	\$ 2.19	\$ 32.21	\$ 9.78	\$ 24.18
March 2016	\$ 52.09	\$ 31.60	\$ 83.69	\$ 10.53	\$ (9.60)	\$ (17.56)	\$ (16.63)
April 2016	\$ (9.22)	\$ 21.11	\$ 11.89	\$ 9.87	\$ (63.91)	\$ (26.98)	\$ (81.02)
May 2016	\$ 32.81	\$ 22.69	\$ 55.50	\$ 4.54	\$ (41.36)	\$ (27.19)	\$ (59.01)
June 2016	\$ 36.04	\$ 25.31	\$ 61.35	\$ 10.53	\$ (41.82)	\$ 29.01	\$ (2.28)
July 2016	\$ 79.04	\$ 45.23	\$ 124.27	\$ 9.87	\$ (1.07)	\$ (0.84)	\$ 7.96
August 2016	\$ 79.33	\$ 44.86	\$ 124.19	\$ 2.88	\$ 20.57	\$ 16.00	\$ 39.20
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October 2016	\$ 4.56	\$ 29.50	\$ 34.06	\$ 1.99	\$ (26.85)	\$ 8.79	\$ (16.07)
November 2016	\$ 32.56	\$ 21.67	\$ 54.23	\$ 1.54	\$ 9.13	\$ 6.61	\$ 17.28
December 2015	\$ 49.17	\$ 42.38	\$ 91.55	\$ 4.05	\$ 8.80	\$ 28.82	\$ 41.67
	\$ 541.43	\$ 405.54	\$ 946.97	\$ 68.77	\$ (102.74)	\$ 73.81	\$ 39.84

SCE- Transmission, Grid Charges

LCE- Energy, Actual Consumption Charges

SCE Non Tracked Charges- Basic Charge, PCIA, DWR Bond Charge, CTC and Generation Municipal Surcharge

SCE Tracked-Transmission, Grid Charges

LCE (NEM D)-Energy, Consumption Charges

Customer Comparison for a Solar & Domestic Customer- Same Builder/Tract

EXHIBIT "D"

COMPARISON 2: 3000 Square-Foot Home							
	Domestic			NEM D-Solar (5.1 kw system)			
	SCE	LCE	Total	SCE Non-Tracked	SCE Tracked	LCE	Total
January 2016	\$107.96	\$52.80	\$160.76	\$4.78	\$43.66	\$31.55	\$79.99
February 2016	\$103.72	\$48.99	\$152.71	\$2.38	\$13.29	\$11.23	\$26.90
March 2016	\$88.96	\$43.64	\$132.60	\$9.87	\$-0.31	\$-0.23	\$9.33
April 2016	\$56.18	\$44.42	\$100.60	\$9.54	\$-36.05	\$-15.25	\$-61.76
May 2016	\$82.83	\$41.27	\$124.10	\$9.54	\$-16.82	\$-14.21	\$-21.49
June 2016	\$79.61	\$41.27	\$120.88	\$1.30	\$43.99	\$31.89	\$77.18
July 2016	\$150.63	\$82.64	\$233.27	\$1.36	\$75.40	\$44.28	\$121.02
August 2016	\$170.71	\$87.19	\$257.90	\$1.42	\$101.49	\$54.36	\$157.27
September 2016	\$109.32	\$73.33	\$182.65	\$1.11	\$16.56	\$11.97	\$29.64
October 2016	\$63.48	\$49.76	\$113.24	\$9.87	\$-44.97	\$-4.96	\$-40.06
November 2016	\$112.16	\$51.79	\$163.95	\$2.70	\$8.96	\$6.43	\$18.09
December 2015	\$99.69	\$71.16	\$170.85	\$10.08	\$101.08	\$76.97	\$188.13
	\$1225.25	\$688.26	\$1913.51	\$63.95	\$286.28	\$234.01	\$584.24

SCE- Transmission, Grid Charges

LCE- Energy, Actual Consumption Charges

SCE Non Tracked Charges- Basic Charge, PCIA, DWR Bond Charge, CTC and Generation Municipal Surcharge

SCE Tracked-Transmission, Grid Charges

LCE (NEM D)-Energy, Consumption Charges

Customer Comparison for a Solar & Domestic Customer- Same Builder/Tract

EXHIBIT "D"

	COMPARISON 3: 3500 Square-Foot Home						
	Domestic			NEM D-Solar (6.42 kw system)			
	SCE	LCE	Total	Non-Tracked	Tracked	LCE	Total
January 2016	\$ 106.48	\$ 75.90	\$ 182.38	\$ 1.90	\$ 29.33	\$ 29.72	\$ 63.95
February 2016	\$ 78.19	\$ 57.51	\$ 135.70	\$ 2.04	\$ 10.83	\$ 9.36	\$ 22.23
March 2016	\$ 41.31	\$ 27.36	\$ 68.67	\$ 10.53	\$ (20.29)	\$ (17.13)	\$ (26.88)
April 2016	\$ (0.39)	\$ 25.16	\$ 24.77	\$ 9.87	\$ (76.06)	\$ (27.05)	\$ (93.24)
May 2016	\$ 38.21	\$ 25.13	\$ 63.34	\$ 9.54	\$ (35.69)	\$ (25.76)	\$ (51.91)
June 2016	\$ 100.40	\$ 50.40	\$ 150.80	\$ 10.71	\$ (29.11)	\$ (23.07)	\$ (41.47)
July 2016	\$ 151.26	\$ 70.99	\$ 222.25	\$ 2.14	\$ 12.39	\$ 9.78	\$ 24.31
August 2016	\$ 188.70	\$ 80.87	\$ 269.57	\$ 2.60	\$ 17.43	\$ 13.72	\$ 33.75
September 2016	\$ 169.12	\$ 77.95	\$ 247.07	\$ 1.97	\$ 9.58	\$ 7.56	\$ 19.06
October 2016	\$ 69.18	\$ 54.97	\$ 124.15	\$ 9.54	\$ (51.21)	\$ (12.73)	\$ (57.40)
November 2016	\$ 50.53	\$ 28.88	\$ 79.41	\$ 9.87	\$ (9.13)	\$ (6.59)	\$ (5.85)
December 2015	\$ 98.89	\$ 69.01	\$ 167.90	\$ 7.18	\$ 4.18	\$ 5.74	\$ 17.10
	\$ 1,091.88	\$ 644.13	\$ 1,736.01	\$ 80.84	\$ (140.74)	\$ (36.45)	\$ (96.35)

SCE- Transmission, Grid Charges

LCE- Energy, Actual Consumption Charges

SCE Non Tracked Charges- Basic Charge, PCIA, DWR Bond Charge, CTC and Generation Municipal Surcharge

SCE Tracked-Transmission, Grid Charges

LCE (NEM D)-Energy, Consumption Charges

Solar

Negative Number = Overproduction

Tracked Charges- Zero Out at the End of True Up Period

LCE- pays \$0.06 per kWh at end of true up

STAFF REPORT
City of Lancaster

CPH 2
01/24/17
MVB

Date: January 24, 2017

To: Mayor Parris and Council Members

From: Patti Garibay, Energy Manager-Programs, LCE
Brian S. Ludicke, Planning Director

Subject: **Adoption of Zero Net Energy Mitigation Fee**

Recommendation:

Adopt **Resolution No. 17-03**, approving a zero net energy (ZNE) mitigation fee in conjunction with the ZNE Ordinance.

Fiscal Impact:

Potential increase in City revenue, to be used towards the development of solar generation facilities within the city.

Background:

The ZNE ordinance provides several options for new single family residences to meet the requirement of being zero net energy. Two of these options would involve paying a one-time mitigation fee that would be used toward meeting the energy demands of the residence through the provision of off-site alternative energy development. This resolution would establish the amount of that ZNE mitigation fee at \$1.40 per square-foot.

The amount of the proposed ZNE fee has been set based on an analysis that determined the cost of developing and acquiring the off-site alternative energy resources. The fee, which would be based on the gross square-footage of a residence, would apply to the issuance of any building permit for a single family residential dwelling unit, and would be pro-rated for those that supply some portion of their energy generation requirement through on-site facilities. The fee would become effective at the same time that the ZNE ordinance becomes effective.

BSL/jr

Attachments:

Resolution No. 17-03
Zero Net Energy Program Rooftop Solar System Construction and Mitigation/In Lieu Payment Options document available for review in the City Clerk Department

RESOLUTION NO. 17-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, CALIFORNIA, ESTABLISHING A ZERO NET ENERGY MITIGATION FEE CREATED IN CONJUNCTION WITH THE ZERO NET ENERGY ORDINANCE (ORDINANCE NO. 1020)

WHEREAS, the City Council of the City of Lancaster (“City Council”) has established the goal for Lancaster to become a zero net energy City; and

WHEREAS, in furtherance of this goal, the City Council has adopted Ordinance No. 1020, establishing zero net energy requirements for the development of new single family residential dwelling units; and

WHEREAS, said Ordinance No. 1020, establishes various options for meeting the zero net energy requirement, including payment of a zero net energy (ZNE) mitigation fee; and

WHEREAS, the City desires to receive an appropriate level of revenue from said ZNE mitigation fee to adequately fund the development of alternative energy facilities that meet the energy demand created by these new residential units; and,

WHEREAS, the City has conducted investigations and analysis to determine the appropriate amount of the ZNE mitigation fee;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LANCASTER, DOES HEREBY RESOLVE, DETERMINE AND ORDER, AS FOLLOWS:

Section 1. The amount of the Zero Net Energy (ZNE) mitigation fee identified in Ordinance No. 1020 is hereby established at \$1.40 per gross square-foot.

Section 2. The ZNE mitigation fee established herein is applicable to the issuance of any building permit for a single family detached residential dwelling unit, which is relying in whole or in part on payment of said fee to meet the ZNE development standard established under Ordinance No 1020.

Section 3. The amount of the ZNE mitigation fee shall be pro-rated for those single family detached residential dwelling units that supply a portion of their energy generation requirement through the provision of on-site solar facilities, based on the generation capacity of said solar facilities.

Section 4. The ZNE mitigation fee shall not apply to the issuance of a building permit for a single family detached residence that has fully complied with the ZNE development standard through the provision of on-site solar facilities.

Section 5. The City shall have the authority to review the fee, and adjust it as needed to ensure that it is adequate to cover the cost of providing off-site alternative energy sources.

Section 6. This Resolution shall become effective on the effective date of Ordinance No. 1020.

PASSED, APPROVED and ADOPTED this 24th day of January, 2017, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

APPROVED:

BRITT AVRIT, CMC
City Clerk
City of Lancaster

R. REX PARRIS
Mayor
City of Lancaster

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)
CITY OF LANCASTER) ss

CERTIFICATION OF RESOLUTION
CITY COUNCIL

I, _____, _____ City of Lancaster, California, do hereby certify that this is a true and correct copy of the original Resolution No. 17-03, for which the original is on file in my office.

WITNESS MY HAND AND THE SEAL OF THE CITY OF LANCASTER, on this _____ day of _____, _____.

(seal)

STAFF REPORT
City of Lancaster

PH 2
01/24/17
MVB

Date: January 24, 2017

To: Mayor Parris and City Council Members

From: Jason Caudle, Deputy City Manager

Subject: Approval of Amendment to Lancaster Choice Energy Customer Power Rates Schedule

Recommendation:

Adopt **Resolution No. 17-06**, amending Resolution No. 16-11 establishing customer power generation rates for Lancaster Choice Energy.

Fiscal Impact:

The proposed rates will generate sufficient revenue to fund operations.

Background:

Lancaster Choice Energy (LCE) has been serving municipal customers since May 2015 and residential and commercial customers since October 2015. An essential part of LCE's operation is rate setting. A fundamental requirement in setting rates is to ensure sufficient revenue to cover LCE's operating expenses and to provide for reserves. In addition to meeting these requirements, LCE's proposed rate schedule provides savings to LCE customers as compared to current SCE rates. The proposed rate schedule will be effective the next billing cycle following approval of the City Council.

Overall, LCE customers will save 4.6%, with Domestic CARE customers saving 13% and 2% for most other customer classifications. In calendar year 2017, LCE customers will save over \$1,950,000. In addition to offering our customers substantial savings, LCE will establish a rate stabilization reserve of 1% and begin to repay the general fund for its startup loan used to establish LCE.

Included in the proposed rates will be a new schedule for electric vehicle charging stations. Staff is exploring several projects which will expand the City's electric vehicle charging station infrastructure for public access. These projects will align with the City's net zero goals by encouraging the use of zero-emission vehicles. Staff recommends the addition of a new rate schedule, TOU-EV-3, which would be comparable to the existing Southern California Edison (SCE) tariff for these public charging stations.

Also included in the proposed rates is the addition of a discounted rate for customers on the Family Electric Rate Assistance (FERA) Program who wish to opt up to 100% renewable energy. The monthly premium for this service is \$10 per month for domestic customers. In April 2016, City Council adopted a discounted Smart Choice rate for customers served under the D-CARE rate program of \$5 per month. Staff recommends this discounted Smart Choice rate be extended to customers served under the D-FERA rate program. The FERA program is an income qualified program. The \$5 per month rate is paid on top of each customer's basic energy generation rates. This new rate will be effective for meter read dates following approval of the City Council.

Attachment:

Resolution No. 17-06

RESOLUTION NO. 17-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, CALIFORNIA, AMENDING RESOLUTION NO. 16-11 ESTABLISHING CUSTOMER POWER GENERATION RATES FOR LANCASTER CHOICE ENERGY

WHEREAS, the City Council adopted Ordinance 997 declaring its intent to establish a Community Choice Aggregation (CCA) program; and

WHEREAS, the City Council approved an Implementation Plan to establish a Community Choice Aggregation Program; and

WHEREAS, the Implementation Plan was certified by the California Public Utilities Commission on October 16, 2014; and

WHEREAS, Lancaster Choice Energy (LCE) was registered as an energy provider on October 31, 2014; and

WHEREAS, City Council adopted Resolution No. 16-11 establishing power generation rates for customers of LCE on March 8, 2016; and

WHEREAS, LCE desires to establish 2017 power generation rate schedules for all customers; and

WHEREAS, LCE desires to offer electric vehicle charging stations for public access; and

WHEREAS, LCE desires to offer Schedule D-FERA customers a discounted Smart Choice premium rate of \$5 per month; and

WHEREAS, the 2017 rates are sufficient to cover the operating costs of LCE including establishing a rate stability reserve.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANCASTER AS FOLLOWS:

Section 1. Rates for power generation are established per the attached rate schedule effective the next meter read dates following approval of the City Council.

Section 2. The new TOU-EV-3 rate shall be effective the next meter read dates following approval of the City Council.

Section 3. The new Smart Choice D-FERA rate shall be effective the next meter read dates following approval of the City Council.

PASSED, APPROVED and ADOPTED this 24th day of January, 2017 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

APPROVED:

BRITT AVRIT, CMC
City Clerk
City of Lancaster

R. REX PARRIS
Mayor
City of Lancaster

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss
CITY OF LANCASTER)

CERTIFICATION OF RESOLUTION
CITY COUNCIL

I, _____, _____ City
of Lancaster, California, do hereby certify that this is a true and correct copy of the original
Resolution No. 17-06, for which the original is on file in my office.

WITNESS MY HAND AND THE SEAL OF THE CITY OF LANCASTER, on this
_____ day of _____, _____.

(seal)
