



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

**Tuesday**

**July 25, 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, July 21, 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/ California Choice Energy 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

**CITY OF LANCASTER, CALIFORNIA  
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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 Legislative Bodies 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/ California Choice Energy Authority

**ROLL CALL**

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

**INVOCATION**

**PLEDGE OF ALLEGIANCE**

**PRESENTATIONS**

1. Recognition of Lancaster Community Contributor, Michelle Fluke  
Presenter: Mayor Parris
  
2. Recognition of Zonta Athena Award Honoree Sandy Smith  
Presenters: Mayor Parris and Zonta International Representative

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**CALIFORNIA CHOICE ENERGY AUTHORITY ACTIONS**

**CONSENT CALENDAR**

**CCEA CC 1.** Professional Services Agreements for Technical Support Services to Pacific Energy Advisors, Inc.

- a. Award a Professional Services Agreement with Pacific Energy Advisors, Inc. (“PEA”), in an amount of \$ 187,000 for professional services for fiscal year 2018 in support of the city of Lancaster (“Lancaster”), and authorize the Executive Director, or his designee, to sign all documents.
- b. Award a Professional Services Agreement with PEA, in an amount of \$ 227,000 for professional services for fiscal year 2018 in support of the city of Pico Rivera (“Pico Rivera”), and authorize the Executive Director, or his designee, to sign all documents.
- c. Award a Professional Services Agreement with PEA, in an amount of \$ 149,000 for professional services for fiscal year 2018 in support of the city of San Jacinto (“San Jacinto”), and authorize the Executive Director, or his designee, to sign all documents.

In 2012, Lancaster City Council adopted Resolution 12-59 forming the California Clean Energy Authority a joint powers agreement with the City of San Jacinto with the purpose of expanding solar partnerships. PEA provides technical support as needed to CCEA. These services include pro forma, financial modeling, rate-setting, power resources management, load forecasting, and regulatory compliance and reporting support.

**COUNCIL ACTIONS**

**MINUTES**

**M 1.** Approve the City Council/Successor Agency/Financing/ Power/ California Choice Energy Authority Regular Meeting Minutes of July 11, 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 June 18, 2017 – July 1, 2017 in the amount of \$7,120,269.67. Approve the Check Registers as presented.

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.

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**CC 3.** Accept and approve the June 2017, 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. 17-37**, authorizing and providing for the Fiscal Year 2017-2018 levy of a special tax within Community Facilities District No. 89-1, a District established to finance the acquisition and construction of regional water system improvements in various locations in the City.

CFD 89-1, otherwise known as Hillside Residential, was established to finance the construction of regional water system improvements primarily on the east side of Lancaster. On October 16, 1989, City Council adopted Ordinance No. 518, authorizing the levy of the special tax for CFD 89-1. The levy of the special tax on an annual basis is required since the rate and method for special tax apportionment differentiates between developed property and undeveloped property. As required by Ordinance No. 518, authorizing the levy of a special tax for CFD 89-1, the City Council is required to adopt by Resolution, the special tax levy in accordance with previously adopted "Rate and Method of Special Tax Apportionment".

**CC 5.** Award a professional services agreement with Braun, Blaising, Smith & Wynn, PC ("BBSW"), in the amount not to exceed \$350,000.00 for Regulatory Legal Representation, and authorize the City Manager, or his designee, to sign all documents.

Braun, Blaising, Smith & Wynn, PC provides regulatory legal services. These services include representing the City of Lancaster, LCE, and California Choice Energy Authority ("CCEA") before the California Public Utilities Commission ("CPUC"). BBSW advises staff regarding pending and/or anticipated CPUC matters, rate cases, and rule changes that may affect LCE's and/or CCEA's interests. They also assist in the preparation and submission of required regulatory compliance filings at the CPUC and the California Energy Commission.

**CC 6.** Award **Public Works Construction Project No. 17-008, 10<sup>th</sup> Street West Gap Closure**, to Granite Construction Company of Lancaster, California, in the amount of \$2,765,571.00, plus a 15% contingency, for road widening and repair, drainage improvements, sidewalk, curb and gutter construction and repairs, street light improvements, and traffic signal improvements; and authorize the City Manager, or his designee, to sign all documents. This contract is awarded to the lowest responsible bidder per California Public Code Section 22038 (b).

The project will widen and repair the existing roadway to its available right-of-way extents with three continuous lanes in each direction, and close gaps in the mixed-flow lanes; thus, providing continuous pedestrian walkways and additional bus turnouts. The project will include a raised landscaped median, drainage improvements, sidewalk, curb, and gutter construction and repairs, street light improvements, and traffic signal improvements. Construction for this transportation improvement project is funded in part with Los Angeles County Metropolitan Transportation Authority (Metro) 2009 Call for Projects Proposition C25 funds.

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**NEW BUSINESS**

**NB 1. Lancaster Zero Net Energy Cost Effectiveness Analysis**

Recommendation:

Approve Lancaster's Zero Net Energy (ZNE) Cost Effectiveness Analysis, which supports City Council approved Ordinance No 1020, and submit the ordinance and cost effectiveness analysis to the California Energy Commission for approval.

In January 2016, Ordinance No. 1020 was approved by the City Council requiring that all new single-family residential units are built to zero net energy standard three years earlier than the 2020 timeframe established by the State of California. The California Energy Commission (CEC) requires the submittal of a cost effectiveness analysis for local ordinances that exceed existing CEC energy code in addition to submitting an approved City Council ordinance.

**NB 2. Update on Antelope Valley Education Alliance**

Recommendation:

Receive update on Antelope Valley Education Alliance

**NB 3. Ownership of the F18 Display Aircraft at the Lancaster Municipal Stadium**

Recommendation:

Authorize staff to submit an application to the State requesting ownership of the F18 Display Aircraft at the Lancaster Municipal Stadium be transferred from the National Aeronautics Space Administration (NASA) to the City of Lancaster.

A year after the Lancaster Municipal Stadium opened in 1996 City staff obtained loan of an F18 Aircraft from NASA, which continues to remain on display at the main entrance. Recently, NASA Armstrong Flight Research Center reached out to staff to inquire whether an asset transfer of the plane would be of interest to the City. While there is no guarantee that the transfer of ownership will be approved, submission of the application is the first step in the effort to retain this long-standing asset that will continue to be enjoyed by Stadium visitors and the community at large for years to come.

**COUNCIL REPORTS**

**CR 1. Report on the Activities of the Board of Directors for the Antelope Valley Transit Authority  
Presenters: Vice Mayor Crist and Council Member Underwood-Jacobs**

**CR 2. Council Reports**

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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 Legislative Bodies on any item ***NOT ON THE AGENDA*** regarding City/Agency/Authority 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/Authority 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 meeting and we appreciate your cooperation. State law prohibits the Legislative Body from taking action on items not on the agenda and your matter may be referred to the City Manager/Executive Director. ***Individual speakers are limited to three (3) minutes each.***

**COUNCIL / AGENCY / AUTHORITY 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. Estarella v. City of Lancaster, LASC Case No.BC527749
5. Dunnagan v. City of Lancaster, LASC Case No. BC 615917
6. Simmons v. City of Lancaster, LASC Case No. BC 615471
7. Celebron v. City of Lancaster, LASC Case No. BC 615587
8. Bootleggers 2 v. City of Lancaster, LASC Case No. BS169660
9. Byrd v. City of Lancaster, LASC Case No. MC 026025
10. 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, August 8, 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.



**STAFF REPORT**  
**California Choice Energy Authority**

CCEA CC 1
07/25/17
MVB

Date: July 25, 2017

To: Chairman Parris and Authority Members

From: Jason Caudle, Deputy City Manager  
Cathy DeFalco, Lancaster Choice Energy Manager

Subject: **Award Professional Services Agreements for Technical Support Services to Pacific Energy Advisors, Inc.**

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**Recommendations:**

- a. Award a Professional Services Agreement with Pacific Energy Advisors, Inc. (“PEA”), in an amount of \$ 187,000 for professional services for fiscal year 2018 in support of the city of Lancaster (“Lancaster”), and authorize the Executive Director, or his designee, to sign all documents.
- b. Award a Professional Services Agreement with PEA, in an amount of \$ 227,000 for professional services for fiscal year 2018 in support of the city of Pico Rivera (“Pico Rivera”), and authorize the Executive Director, or his designee, to sign all documents.
- c. Award a Professional Services Agreement with PEA, in an amount of \$ 149,000 for professional services for fiscal year 2018 in support of the city of San Jacinto (“San Jacinto”), and authorize the Executive Director, or his designee, to sign all documents.

**Fiscal Impact:**

There is no fiscal impact to California Choice Energy Authority (“CCEA”). The services will be paid for by revenue collected by each member city.

**Background:**

In 2012, Lancaster City Council adopted Resolution 12-59 forming the California Clean Energy Authority a joint powers agreement with the City of San Jacinto with the purpose of expanding solar partnerships.

On March 28, 2017, Lancaster City Council adopted Resolution No. 02-17, adopting the first amendment to the California Clean Energy Authority Joint Exercise of Power Agreement (“JPA”). The amendment changed the name of the JPA to California Choice Energy Authority to better reflect the authority’s purpose of providing administrative support services to member cities for the Community Choice Aggregation (“CCA”) programs.

On May 9, 2017 CCEA Board approved a Professional Services Agreement for Implementation Support Services for Pico Rivera and San Jacinto. Under the terms of these agreements, CCEA will provide implementation support services to each city's CCA program. In addition, on May 9, 2017, CCEA Board approved Administrative Services Agreements for Lancaster, Pico Rivera, and San Jacinto with the purpose of providing on-going operational and administrative support services, including the sale of electricity, technical support, and data management service on behalf of each member city's CCA program.

PEA provides technical support as needed to CCEA. These services include pro forma, financial modeling, rate-setting, power resources management, load forecasting, and regulatory compliance and reporting support.

Therefore, staff requests the award of professional services agreements to PEA for Lancaster, Pico Rivera, and San Jacinto in the amounts listed above.

CD:ef

**Attachments:**

Professional Services Agreement – Pacific Energy Advisors (Lancaster)

Professional Services Agreement – Pacific Energy Advisors (Pico Rivera)

Professional Services Agreement – Pacific Energy Advisors (San Jacinto)

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

THIS AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the CALIFORNIA CHOICE ENERGY AUTHORITY, a joint powers authority, (“CCEA”), and PACIFIC ENERGY ADVISORS, INC. (“Consultant”) (collectively, sometimes referred to hereinafter as the “Parties”).

RECITALS

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

**California Choice Energy Authority Partner City Technical Support Services (the “Services”):**

**City of San Jacinto**

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

NOW, THEREFORE, the parties agree as follows:

1. **Parties to the Agreement.**

The parties to this Agreement are:

- A. OWNER: California Choice Energy Authority
- B. CONSULTANT: Pacific Energy Advisors, Inc.

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.

OWNER: California Choice Energy Authority  
Attn: Mark V. Bozigian, Executive Director  
44933 North Fern Avenue  
Lancaster, California 93534

CONSULTANT: John P. Dalessi, President  
Pacific Energy Advisors, Inc.  
1839 Iron Point Road, Suite 120  
Folsom, CA 95630

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. **Description of Work.** CCEA hereby engages Consultant, and Consultant accepts such engagement, to perform the professional services set forth in the "Scope of Services," attached hereto as Exhibit "A" and incorporated herein by reference. Consultant shall perform and complete, in a manner satisfactory to CCEA, all work and services set forth in Exhibit "A." The Executive 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 Executive Director, or his designee.

5. **Obligations of CCEA.**

A. CCEA shall pay Consultant an amount not to exceed \$149,000.00 for all work necessary to complete the Services, as described in the Scope of Services. Payments shall be due within thirty (30) days following Consultant's submittal of an invoice detailing the services performed. CCEA shall reimburse Consultant for travel expenses, in amounts not to exceed those detailed in the Scope of Services for each phase of the Services. In the event the Parties mutually agree in writing that additional work is required beyond the not-to-exceed fee set forth above, Consultant shall submit invoices detailing the additional task(s) performed and the time spent on each task.

B. No payment made hereunder by CCEA to Consultant, other than the final payment, shall be construed as an acceptance by CCEA of any work or materials, nor as evidence of satisfactory performance by Consultant of its obligations under this Agreement.

6. **Obligations of the Consultant.**

A. Consultant shall perform as required by this Agreement and in accordance with the Scope of Services set forth in Exhibit A.

B. Consultant shall not commence any new phase as set forth in Exhibit A without a prior written notice to proceed from CCEA.

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

D. Consultant shall not subcontract any of the work required to perform the Services without the express prior written approval of CCEA.

7. **Hold Harmless and Indemnification.** Consultant agrees to indemnify and hold harmless CCEA, its officers and employees, from and against any and all third party claims, losses, obligations, or liabilities whatsoever, including reasonable attorney's fees, incurred to the extent arising out of or related to Consultant's negligent or willful wrongful acts, errors or omissions, or those of its employees or agents. Consultant agrees to defend CCEA, its officers and employees, using counsel of

CCEA's choosing, from and against any and all claims covered by the indemnity in the preceding sentence.

CCEA agrees to indemnify and hold harmless Consultant, its employees and agents, from and against any and all third party claims, losses, obligations, or liabilities whatsoever, including reasonable attorney's fees, incurred to the extent arising out of or related to CCEA's negligent or willful wrongful acts, errors or omissions, or those of its officers or employees in relation to this Agreement. CCEA agrees to defend Consultant, its employees and agents, using counsel of Consultant's choosing, from and against any and all claims covered by the indemnity in the preceding sentence; provided, however, that this indemnification and hold harmless shall not include any claims to the extent they arise from the negligence or willful misconduct of the Consultant, its employees or agents.

8. **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 CCEA and Consultant.

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

A. In the performance of this Agreement, Consultant 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. Consultant 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, gender, national origin, sexual orientation, 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 Consultant for personnel to perform any services under this Agreement. CCEA shall have access to all documents, data and records of Consultant and its subcontractors for purposes of determining compliance with the equal employment opportunity and non-discrimination provisions of this Section.

10. **Term; Effective Date.** This Agreement shall become effective and shall be in full force and effect upon the execution of the Agreement by CCEA and the Consultant. This Agreement shall continue in full force and effect for twelve (12) months from the Effective Date of the Agreement (the "Term"), unless the Agreement is sooner terminated in accordance with this Agreement; provided, however, that CCEA and the Consultant may mutually agree in writing to extend the Term of this Agreement.

11. **Termination.**

A. For Convenience. CCEA may terminate this Agreement at any time without cause by giving thirty (30) days written notice to the other party of such termination and specifying the effective date thereof. In the event of termination of this Agreement, whether for convenience or cause, Consultant will be paid for work completed through the date of termination within thirty (30) days following submittal of a final invoice.

B. For Cause. If Consultant 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, Consultant shall correct such failure within ten (10) days (or such longer period that CCEA may authorize in writing) after receipt of notice from the City specifying such failure. Should the failure not be corrected within this time period, CCEA may immediately terminate the Agreement by written notice to Consultant.

C. In the event of termination, whether for convenience or cause, reports, plans, studies and other documents related to the Services that have been delivered to CCEA shall become CCEA's property.

12. **Independent Contractor.** Consultant is an independent contractor and shall have no power or authority to incur any debt, obligation or liability on behalf of CCEA. It is expressly understood between the Parties to this Agreement that no employee/employer relationship is intended; Consultant is an independent contractor.

13. **Insurance.**

A. (1) The Consultant, at its expense, shall maintain in effect at all times during the performance of work under this Agreement 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:

<b>Commercial General Liability</b>	
Each Occurrence	\$1,000,000
Per Project General Aggregate	\$2,000,000
Including Products/Completed Operations	
Including Contractual Liability/Independent Contractors	
Including Property Damage	
 <b>Commercial Automobile Liability</b>	
Combined Single Limit per Accident for Bodily Injury and Property Damage	\$1,000,000
 <b>Workers Compensation</b>	
As Required by the State of California	Statutory Limits
 <b>Employer's Liability</b>	
Each Accident	\$1,000,000
Bodily Injury by Disease	\$1,000,000
Each Employee	\$1,000,000
 <b>Professional Liability</b>	
Each Occurrence	\$1,000,000
General Aggregate	\$1,000,000

B. General Liability insurance shall be at least as broad as ISO form CG2010 11/85 or CG2010 07/04 and CG2037 07/04 combined, or an equivalent providing ongoing and completed operations. Commercial Auto coverage shall be at least as broad as ISO form CA00 01.

C. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the 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 CCEA. At CCEA's option, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CCEA and its officers, employees and representatives (collectively, for purposes of this Section, "CCEA"), 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 CCEA. Any insurance or self-insurance maintained by CCEA shall be in excess of the Consultant's insurance and shall not contribute with it.

G. The coverage provided under this Agreement shall not contain any special limitations on the scope of protection afforded to CCEA.

H. Insurance provided and maintained by Consultant must be placed with insurers with a rating of A-, VIII or better by Best's Key Rating Guide, latest edition.

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 Consultant for all claims made by CCEA arising out of any acts or omissions of Consultant or its officers, employees, or agents during the time this Agreement was in effect.

J. Consultant shall furnish CCEA with Certificates of Insurance and with original endorsements effecting coverage required by this Agreement. The certificates 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 CCEA before work commences. CCEA 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 CCEA.

L. Certificates of Insurance must be deposited with CCEA 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) to CCEA.

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

**"California Choice Energy Authority Partner City Technical Support"**

California Choice Energy Authority, its officers, employees and representatives are included as additional covered parties, but only insofar as the operations under this contract are concerned."

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

California Choice Energy Authority, 44933 Fern Avenue, Lancaster, California 93534.

M. Consultant shall include all subcontractors as an insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. Subcontractors are subject to the same insurance requirements as the Consultant.

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

14. **Ownership of Documents.** All plans, specifications, reports, studies, maps and other documents prepared or obtained by Consultant in the course of performing the work and are required by this Agreement to be delivered to CCEA shall be the property of CCEA. Basic sketches, charts, computations and similar data prepared or obtained by Consultant under this Agreement shall, upon request, be made available to CCEA without restriction or limitation on their use. Notwithstanding the foregoing, CCEA shall not obtain or retain any rights in or ownership to any of Consultant's systems, documents, and/or intellectual property developed, produced, discovered, or created by Consultant before the execution of the Agreement or in connection with service performed outside of this Agreement.

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

16. **Consultant's Warranties and Representations.**

Consultant warrants and represents to CCEA as follows:

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



B. Consultant has not paid or agreed to pay any person or entity, other than a bona fide employee working exclusively for Consultant, 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, CCEA 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. Consultant has no knowledge that any officer or employee of CCEA has any interest, whether contractual, noncontractual, financial, proprietary, or otherwise, in this transaction or in the business of the Consultant, and that if any such interest comes to the knowledge of Consultant at any time, a complete written disclosure of such interest will be made to CCEA, even if such interest would not be deemed a prohibited "conflict of interest" under applicable laws.

D. Upon the execution of this Agreement, Consultant 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.

#### 18. **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.

#### 19. **Exhibits.**

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

Exhibit "A"      Scope of Services

20. **Governing Law.**

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

21. **Effective Date.**

This Agreement shall become effective as of the date set forth below on which the last of the parties, whether CCEA or Consultant, executes said Agreement.

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

CALIFORNIA CHOICE ENERGY AUTHORITY

By: \_\_\_\_\_  
Mark V. Bozigian, Executive Director

Dated: \_\_\_\_\_

PACIFIC ENERGY ADVISORS, INC.

By: \_\_\_\_\_  
John P. Dalessi, President

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

## **EXHIBIT A SCOPE OF SERVICES**

### **PHASE 2: IMPLEMENTATION SUPPORT**

PEA will provide consulting and technical services to CCEA in support of the San Jacinto Power program. The proposed services cover a variety of remaining technical activities leading up to the successful launch of this program. The proposed scope of services is described below.

#### **Pro Forma and Technical Study Updates**

PEA will update San Jacinto Power's operating pro forma with updated rate projections, power supply costs, and all other CCA working assumptions. Additionally, PEA will update the already completed technical study to reflect current pro forma outputs, 2018 rate assumptions, and all other changes that have occurred since the technical study was originally delivered. This also includes PEA's in-person participation at San Jacinto Power to present the updated pro forma and technical study results.

#### **Supplier Selection and Contracting**

##### *Background*

Prior to serving customers, San Jacinto Power will need to secure requisite energy products and services, including shaped energy (i.e., a quantity of energy delivered by the supplier(s) according to an agreed upon schedule), resource adequacy capacity (i.e., reserve capacity required to meet mandatory compliance obligations for CCAs and other load serving entities), renewable energy, carbon-free energy (if applicable), scheduling coordinator services (which will be required to facilitate participation in California's wholesale energy market) and data management services (which will be required to facilitate customer service support, billing, data management and reporting among other important functions). For CCEA members, such energy products and services will be procured through a competitive solicitation processes utilizing qualified suppliers, which have agreed to previously negotiated terms and conditions for such transactions. PEA has direct experience in assisting numerous CCA program with power procurement processes.

##### *Tasks*

PEA shall develop and complete the following key tasks in collaboration with CCEA and San Jacinto Power staff related to supplier selection and related contracting:

- Complete requisite data analysis for San Jacinto Power, as necessary to determine the customer energy quantities of San Jacinto Power;
- Determine desired energy and capacity quantities, which would supply aggregate customer requirements, including anticipated participation in default and voluntary retail service options;
- Prepare necessary exhibits specifying energy and capacity product quantities to facilitate supplier bidding and related evaluations;
- Evaluate offers received in response to the aforementioned solicitation processes and assist San Jacinto Power in selecting the preferred supplier(s) of such products and services;
- Support “go/no-go” decision to launch the CCA program based on final power supply prices and then-current SCE retail electric rates; and
- Perform necessary coordinative activities with the San Jacinto Power’s selected supplier(s) during startup.

## **Regulatory Registrations and Compliance Systems**

### *Background*

As a Load Serving Entity (“LSE”) within the state of California, San Jacinto Power will be required to comply with a variety of regulations, including participation in certain reporting programs administered by the CPUC and California Energy Commission (“CEC”). While certain of these reporting programs will not be applicable until the second year of operation, other programs will require attention prior to service commencement or shortly thereafter. In particular, the annual electric load forecast (as it relates to future reserve capacity, also known as “resource adequacy,” compliance obligations), WREGIS account registration, preparation of joint cost comparisons (a customer communication requirement created by SB 790) and preliminary power source disclosures will all require pre-launch completion.

### *Tasks*

To ensure compliance with these requirements, PEA shall complete the following activities:

- Assist in identifying requisite resource adequacy capacity quantities that will need to be procured by San Jacinto Power for purposes of demonstrating regulatory compliance;
- Assist in procuring requisite resource adequacy capacity from qualified suppliers;
- Prepare load forecast and related filings to ensure compliance with California’s resource adequacy program;

- Assist San Jacinto Power in completing requisite registration materials to become a WREGIS account holder - a WREGIS account will be necessary to track and report on renewable energy purchases for purposes of complying with California's Renewables Portfolio Standard program and substantiating procurement of renewable energy, generally speaking;
- Assist San Jacinto Power in becoming a candidate Congestion Revenue Rights ("CRR") holder with the California Independent System Operator ("CAISO") - CRRs may help mitigate certain financial risks and reduce costs associated with energy delivery within the CAISO market;
- Assist San Jacinto Power in ancillary CAISO setup activities, as required of California CCA programs;
- Assist in preparing requisite customer cost comparisons, as necessary;
- Assist San Jacinto Power in preparing the statutorily required Joint Rate Comparison ("JRC") in cooperation with SCE - the JRC provides San Jacinto Power customers with comparative rate and power content details regarding available electric service options;
- Assist in completing San Jacinto Power's Renewables Portfolio Standard ("RPS") Procurement Plan, as required by the California Public Utilities Commission; and
- Assist in completing San Jacinto Power's initial annual RPS compliance report, if necessary.

## **Rate Setting**

### *Background*

Establishing initial customer rates will be a key task during the pre-startup phase. Such rates will be established in consideration of SCE's then-effective rates schedules under which prospective customers currently receive electric service. PEA has considerable experience in CCA rate setting activities, having supported all of California's operating CCA programs in this important endeavor. Effective rate setting will ensure that the CCA program is financially sustainable and able to fulfill its financial obligations while remaining competitive with the incumbent utility.

### *Tasks*

PEA shall develop and complete the following work items:

- Develop preliminary and final revenue requirements for the first year of program operation;
- Prepare preliminary and final rate schedules for the first year of program operation;

- Prepare a draft NEM tariff, including applicable tariff language and sample customer impact analyses; and
- Prepare CCA/SCE cost comparisons to ensure an understanding of anticipated customer cost impacts.

## **General Implementation Support**

### *Background*

During the startup phase, there may be a need for technical support with regard to a variety of implementation activities. PEA has provided such support on an as-needed basis to California's other CCA programs, ensuring that sufficient expertise is available to address a broad range of potential needs.

### *Tasks*

PEA's general support may include, but is not limited to the following:

- Coordination with staff, suppliers and other contractors to ensure effective program launch;
- Prepare for and participate in up to two (2) on-site meetings with San Jacinto Power leadership and/or staff, providing technical support during key discussions and decision making leading up to San Jacinto Power launch; PEA would be available to assist staff in preparing meeting materials and presenting such materials, as necessary;
- Coordination with pertinent jurisdictional regulatory agencies: to the extent that jurisdictional regulatory agencies have questions regarding applicable reports/submittals and/or general questions regarding CCA operations, PEA would be available to address such inquiries and/or participate in related meetings or teleconferences;
- Coordination with key customers: PEA would be available to participate in discussions/meetings with key customer accounts, providing technical expertise related to rates, resource planning, power supply and anticipated environmental impacts; and
- General as-needed advisory services.

Fee for Performance of Phase 2 Services: \$95,000.00 (billed at \$11,875.00 per month)

August	\$11,875
September	\$11,875
October	\$11,875
November	\$11,875
December	\$11,875
January	\$11,875
February	\$11,875
March	\$11,875
Total Fee for Phase 2 Services	\$ 95,000

PHASE 3: ON-GOING ADMINISTRATIVE SUPPORT

PEA will provide consulting and technical services to CCEA in support of the respective CCA programs of its Members. The proposed services cover the essential tasks related to managing the power supply and rate-setting functions for these programs. The proposed scope of services is described below.

**1) Power Resources Management**

Working with CCEA leadership as well as its designated Scheduling Coordinator, PEA will manage the power resources portfolios of the Members in accordance with CCEA’s adopted policies and all applicable regulatory requirements. PEA will perform Middle Office functions for CCEA encompassing the areas of resource planning, portfolio management, electric procurement, and the variety of regulatory compliance activities related to electric power supply. The following tasks are included within this service area:

*(a) Maintain Annual and Long-Term Sales Forecast:*

- Prepare and maintain CCEA Member customer and electric sales forecasts, including forecasts of: 1) monthly enrolled accounts, megawatt hours (“MWh”) and megawatts (“MW”) by load profile group; and 2) monthly coincident peak MW and hourly MW for the CCEA Member systems.
- Update long-term sales forecasts, as necessary, to maintain accuracy; monitor accuracy of load forecasts on a monthly basis; consider adjustments to such forecasts if observed variance exceeds threshold of 5% forecast error.

*(b) Electric Supply Management:*

- Maintain load and resource balance models to identify incremental electric procurement needs in consideration of quantified open positions, CCEA resource and risk management



policies, and applicable regulatory requirements; coordinate with management to develop and implement procurement strategies to address electric resource needs.

- Support procurement and/or sales of energy and capacity products including preparing requisite solicitation documents, participating in supplier/developer communications, providing analytical support during proposal/bid evaluation, negotiating commercial contract terms, and other related, as-needed activities.
- Annually, prepare and update internal resource plans, including ten-year load and resource projections, encompassing both supply and demand side resources.
- Review and validate periodic invoices received from CCEA's Scheduling Coordinator and electric suppliers to ensure charges are consistent with contract terms; bring any identified discrepancies to management's attention; and support attempts to resolve issues with counterparties.
- Monitor energy market activities, including pricing trends and forward curves related to market energy, renewable energy and capacity.
- Maintain/manage relationships with qualified suppliers of requisite energy products: participate in periodic calls, email exchanges and other communications with and/or on behalf of CCEA and its Members.

*(c) Regulatory Compliance:*

- Manage renewable energy portfolio per state/program standards; prepare Renewable Portfolio Standards ("RPS") compliance filings and serve as CCEA's liaison with pertinent regulatory agencies for matters related to RPS compliance.
- Manage CCEA Members' Western Renewable Energy Generation Information System ("WREGIS") accounts and various subaccounts, including report preparation, certificate transfer review and retirement (to facilitate mandatory and regulatory compliance), as-needed generator registration (example: Feed-In Tariff projects under contract with CCEA) and other account management activities. Provide support during third-party audit processes, if applicable, including data gathering and analysis, reporting and liaison activities with CCEA's selected auditor and pertinent regulatory agencies.
- Manage Resource Adequacy portfolios per state/program standards; prepare year-ahead and month-ahead peak demand forecasts and resource adequacy compliance demonstration filings; coordinate with CCEA's Scheduling Coordinator and regulatory agencies to resolve any discrepancies that may arise during compliance review.

- Provide data analysis and assist in preparing reports related to the California's Power Source Disclosure Program, including technical elements of Power Content Label development and review; such support may also entail regulatory liaison activities required to successfully complete applicable reports.
- Prepare compliance filings pursuant to the California Energy Commission's biennial Integrated Energy Policy Report, Quarterly Fuels and Energy Report, and the U.S. Energy Information Agency monthly EIA-826 and annual EIA-861 reports.
- Prepare all required compliance documentation under this task and coordinate with CCEA's regulatory personnel or contractors, who will be responsible for formal submission of filings to the appropriate regulatory body.

## 2) Rate Setting, Financial Modeling & Performance Reporting

PEA will maintain a working pro forma financial model for each CCEA Member program for use in budgeting, cash flow planning, financial performance monitoring, and scenario analyses. PEA will design customer electric rates and update rates for approval by each of the Member's respective governing boards on an annual basis – such rates will be established at sufficient levels to meet adopted financial targets. PEA will provide technical rate support including monitoring SCE rate changes as they impact customer cost comparisons and also provide assistance with the preparation of joint cost comparison models. The following tasks are included within this service area:

### *(a) Rate-setting*

- Annually, develop proposed CCEA Member rate schedules; cost of service modeling; SCE benchmarking; billing determinant (e.g., TOU energy) forecast; present and proposed rate revenue forecast.
- Collaborate with staff, CCEA, and CCEA Member governing bodies, as necessary, in regards to rate changes, including necessary new rate designs or options.
- Support for development and administration of certain CCA customer programs, including Net Energy Metering, green energy, and Feed-In Tariffs, if desired by CCEA or the Members.
- Monitor realized rate revenue vs. projections to identify necessary rate changes.
- Monitor SCE rates and surcharges and assist CCEA with preparation of mandated joint cost comparisons reports.

### *(b) Maintain Financial Model (pro forma)*

- Maintain pro forma financial models of monthly income/expense projections, cash flow and cash balances.
- Update pro forma models as necessary to incorporate current load, resource and market data; monitor accuracy of financial projections on monthly basis; assist in reconciling budget variances.
- Prepare forecast of power supply and other expenses for annual budget.
- Prepare draft annual budget for each CCEA Member program in cooperation with CCEA management and accountants.
- As necessary, coordinate with CCEA, its Members, and its financial advisors with regard to matters that may impact CCEA's financial standing, debt levels, electric rates, annual budget, resource planning and other key concerns.

*(c) Performance monitoring and reporting*

- Prepare monthly executive summary reports containing information on key program performance metrics related to enrolled customer accounts, customer opt-out rates, electricity sales volumes, revenues, comparisons to forecasts/budgets, comparisons to previous periods, and highlighting noteworthy operational insights.
- Monitor net open positions and provide monthly reporting of net open positions pursuant to adopted CCEA risk management policies.

Fee for Performance of Phase 3 Services: \$18,000.00 per month, over a three (3) month period (April – June)

April	\$18,000
May	\$18,000
June	\$18,000
<b>Total Fee for Phase 3 Services</b>	<b>\$54,000</b>

Consultant will be reimbursed for actual travel expenses incurred in the performance of the work for all travel explicitly requested by CCEA.

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

THIS AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the CALIFORNIA CHOICE ENERGY AUTHORITY, a joint powers authority, (“CCEA”), and PACIFIC ENERGY ADVISORS, INC. (“Consultant”) (collectively, sometimes referred to hereinafter as the “Parties”).

RECITALS

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

**California Choice Energy Authority Partner City Technical Support Services (the “Services”):**

**City of Lancaster**

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

NOW, THEREFORE, the parties agree as follows:

1. **Parties to the Agreement.**

The parties to this Agreement are:

- A. OWNER: California Choice Energy Authority
- B. CONSULTANT: Pacific Energy Advisors, Inc.

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.

OWNER: California Choice Energy Authority  
Attn: Mark V. Bozigian, Executive Director  
44933 North Fern Avenue  
Lancaster, California 93534

CONSULTANT: John P. Dalessi, President  
Pacific Energy Advisors, Inc.  
1839 Iron Point Road, Suite 120  
Folsom, CA 95630

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. **Description of Work.** CCEA hereby engages Consultant, and Consultant accepts such engagement, to perform the professional services set forth in the "Scope of Services," attached hereto as Exhibit "A" and incorporated herein by reference. Consultant shall perform and complete, in a manner satisfactory to CCEA, all work and services set forth in Exhibit "A." The Executive 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 Executive Director, or his designee.

5. **Obligations of CCEA.**

A. CCEA shall pay Consultant an amount not to exceed \$206,000.00 for all work necessary to complete the Services, as described in the Scope of Services. Payments shall be due within thirty (30) days following Consultant's submittal of an invoice detailing the services performed. CCEA shall reimburse Consultant for travel expenses, in amounts not to exceed those detailed in the Scope of Services for each phase of the Services. In the event the Parties mutually agree in writing that additional work is required beyond the not-to-exceed fee set forth above, Consultant shall submit invoices detailing the additional task(s) performed and the time spent on each task.

B. No payment made hereunder by CCEA to Consultant, other than the final payment, shall be construed as an acceptance by CCEA of any work or materials, nor as evidence of satisfactory performance by Consultant of its obligations under this Agreement.

6. **Obligations of the Consultant.**

A. Consultant shall perform as required by this Agreement and in accordance with the Scope of Services set forth in Exhibit A.

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

C. Consultant shall not subcontract any of the work required to perform the Services without the express prior written approval of CCEA.

7. **Hold Harmless and Indemnification.** Consultant agrees to indemnify and hold harmless CCEA, its officers and employees, from and against any and all third party claims, losses, obligations, or liabilities whatsoever, including reasonable attorney's fees, incurred to the extent arising out of or related to Consultant's negligent or willful wrongful acts, errors or omissions, or those of its employees or agents. Consultant agrees to defend CCEA, its officers and employees, using counsel of CCEA's choosing, from and against any and all claims covered by the indemnity in the preceding sentence.

CCEA agrees to indemnify and hold harmless Consultant, its employees and agents, from and against any and all third party claims, losses, obligations, or liabilities whatsoever, including reasonable attorney's fees, incurred to the extent arising out of or related to CCEA's negligent or willful wrongful acts, errors or omissions, or those of its officers or employees in relation to this Agreement. CCEA agrees to defend Consultant, its employees and agents, using counsel of Consultant's choosing, from and against any and all claims covered by the indemnity in the preceding sentence; provided, however, that this indemnification and hold harmless shall not include any claims to the extent they arise from the negligence or willful misconduct of the Consultant, its employees or agents.

8. **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 CCEA and Consultant.

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

A. In the performance of this Agreement, Consultant 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. Consultant 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, gender, national origin, sexual orientation, 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 Consultant for personnel to perform any services under this Agreement. CCEA shall have access to all documents, data and records of Consultant and its subcontractors for purposes of determining compliance with the equal employment opportunity and non-discrimination provisions of this Section.

10. **Term; Effective Date.** This Agreement shall become effective and shall be in full force and effect upon the execution of the Agreement by CCEA and the Consultant. This Agreement shall continue in full force and effect for twelve (12) months from the Effective Date of the Agreement (the "Term"), unless the Agreement is sooner terminated in accordance with this Agreement; provided, however, that CCEA and the Consultant may mutually agree in writing to extend the Term of this Agreement.

11. **Termination.**

A. For Convenience. CCEA may terminate this Agreement at any time without cause by giving thirty (30) days written notice to the other party of such termination and specifying the effective date thereof. In the event of termination of this Agreement, whether for convenience or cause, Consultant will be paid for work completed through the date of termination within thirty (30) days following submittal of a final invoice.

B. For Cause. If Consultant 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, Consultant shall correct such failure within ten (10) days (or such longer period that CCEA may authorize in writing) after receipt of notice from the City specifying such failure. Should the failure not be corrected within this time period, CCEA may immediately terminate the Agreement by written notice to Consultant.

C. In the event of termination, whether for convenience or cause, reports, plans, studies and other documents related to the Services that have been delivered to CCEA shall become CCEA's property.

12. **Independent Contractor.** Consultant is an independent contractor and shall have no power or authority to incur any debt, obligation or liability on behalf of CCEA. It is expressly understood between the Parties to this Agreement that no employee/employer relationship is intended; Consultant is an independent contractor.

13. **Insurance.**

A. (1) The Consultant, at its expense, shall maintain in effect at all times during the performance of work under this Agreement 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:

<b>Commercial General Liability</b>	
Each Occurrence	\$1,000,000
Per Project General Aggregate	\$2,000,000
Including Products/Completed Operations	
Including Contractual Liability/Independent Contractors	
Including Property Damage	
 <b>Commercial Automobile Liability</b>	
Combined Single Limit per Accident for Bodily Injury and Property Damage	\$1,000,000
 <b>Workers Compensation</b>	
As Required by the State of California	Statutory Limits
 <b>Employer's Liability</b>	
Each Accident	\$1,000,000
Bodily Injury by Disease	\$1,000,000
Each Employee	\$1,000,000
 <b>Professional Liability</b>	
Each Occurrence	\$1,000,000
General Aggregate	\$1,000,000

B. General Liability insurance shall be at least as broad as ISO form CG2010 11/85 or CG2010 07/04 and CG2037 07/04 combined, or an equivalent providing ongoing and completed operations. Commercial Auto coverage shall be at least as broad as ISO form CA00 01.

C. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the 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 CCEA. At CCEA's option, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CCEA and its officers, employees and representatives (collectively, for purposes of this Section, "CCEA"), 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 CCEA. Any insurance or self-insurance maintained by CCEA shall be in excess of the Consultant's insurance and shall not contribute with it.

G. The coverage provided under this Agreement shall not contain any special limitations on the scope of protection afforded to CCEA.

H. Insurance provided and maintained by Consultant must be placed with insurers with a rating of A-, VIII or better by Best's Key Rating Guide, latest edition.

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 Consultant for all claims made by CCEA arising out of any acts or omissions of Consultant or its officers, employees, or agents during the time this Agreement was in effect.

J. Consultant shall furnish CCEA with Certificates of Insurance and with original endorsements effecting coverage required by this Agreement. The certificates 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 CCEA before work commences. CCEA 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 CCEA.

L. Certificates of Insurance must be deposited with CCEA 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) to CCEA.

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

**“California Choice Energy Authority Partner City Technical Support”**

California Choice Energy Authority, its officers, employees and representatives are included as additional covered parties, but only insofar as the operations under this contract are concerned.”

(3) List in the “Certificate Holder” section:

California Choice Energy Authority, 44933 Fern Avenue, Lancaster, California 93534.

M. Consultant shall include all subcontractors as an insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. Subcontractors are subject to the same insurance requirements as the Consultant.

N. The coverage shall contain no special limitations on the scope of protection afforded to the insured entities. The Consultant’s insurance coverage shall be primary insurance as respects CCEA.

14. **Ownership of Documents.** All plans, specifications, reports, studies, maps and other documents prepared or obtained by Consultant in the course of performing the work and are required by this Agreement to be delivered to CCEA shall be the property of CCEA. Basic sketches, charts, computations and similar data prepared or obtained by Consultant under this Agreement shall, upon request, be made available to CCEA without restriction or limitation on their use. Notwithstanding the foregoing, CCEA shall not obtain or retain any rights in or ownership to any of Consultant’s systems, documents, and/or intellectual property developed, produced, discover, or created by Consultant before the execution of the Agreement or in connection with service performed outside of this Agreement.

15. **Data Provided to Consultant.** CCEA shall provide to Consultant, without charge, all data, including reports, records, maps and other information, now in CCEA’s possession which may facilitate the timely performance of the work described in Exhibit A.

16. **Consultant’s Warranties and Representations.**

Consultant warrants and represents to CCEA as follows:

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

B. Consultant has not paid or agreed to pay any person or entity, other than a bona fide employee working exclusively for Consultant, 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, CCEA 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. Consultant has no knowledge that any officer or employee of CCEA has any interest, whether contractual, noncontractual, financial, proprietary, or otherwise, in this transaction or in the business of the Consultant, and that if any such interest comes to the knowledge of Consultant at any time, a complete written disclosure of such interest will be made to CCEA, even if such interest would not be deemed a prohibited "conflict of interest" under applicable laws.

D. Upon the execution of this Agreement, Consultant 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.

**18. 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.

**19. Exhibits.**

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

Exhibit "A"      Scope of Services

**20. Governing Law.**

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

21. **Effective Date.**

This Agreement shall become effective as of the date set forth below on which the last of the parties, whether CCEA or Consultant, executes said Agreement.

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

CALIFORNIA CHOICE ENERGY AUTHORITY

By: \_\_\_\_\_  
Mark V. Bozigian, Executive Director

Dated: \_\_\_\_\_

PACIFIC ENERGY ADVISORS, INC.

By: \_\_\_\_\_  
John P. Dalessi, President

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

## EXHIBIT A SCOPE OF SERVICES

### PHASE 3: ON-GOING ADMINISTRATIVE SUPPORT

PEA will provide consulting and technical services to CCEA in support of the respective CCA programs of its Members. The proposed services cover the essential tasks related to managing the power supply and rate-setting functions for these programs. The proposed scope of services is described below.

#### **1) Power Resources Management**

Working with CCEA leadership as well as its designated Scheduling Coordinator, PEA will manage the power resources portfolios of the Members in accordance with CCEA's adopted policies and all applicable regulatory requirements. PEA will perform Middle Office functions for CCEA encompassing the areas of resource planning, portfolio management, electric procurement, and the variety of regulatory compliance activities related to electric power supply. The following tasks are included within this service area:

##### *(a) Maintain Annual and Long-Term Sales Forecast:*

- Prepare and maintain CCEA Member customer and electric sales forecasts, including forecasts of: 1) monthly enrolled accounts, megawatt hours ("MWh") and megawatts ("MW") by load profile group; and 2) monthly coincident peak MW and hourly MW for the CCEA Member systems.
- Update long-term sales forecasts, as necessary, to maintain accuracy; monitor accuracy of load forecasts on a monthly basis; consider adjustments to such forecasts if observed variance exceeds threshold of 5% forecast error.

##### *(b) Electric Supply Management:*

- Maintain load and resource balance models to identify incremental electric procurement needs in consideration of quantified open positions, CCEA resource and risk management policies, and applicable regulatory requirements; coordinate with management to develop and implement procurement strategies to address electric resource needs.
- Support procurement and/or sales of energy and capacity products including preparing requisite solicitation documents, participating in supplier/developer communications, providing analytical support during proposal/bid evaluation, negotiating commercial contract terms, and other related, as-needed activities.

- Annually, prepare and update internal resource plans, including ten-year load and resource projections, encompassing both supply and demand side resources.
- Review and validate periodic invoices received from CCEA's Scheduling Coordinator and electric suppliers to ensure charges are consistent with contract terms; bring any identified discrepancies to management's attention; and support attempts to resolve issues with counterparties.
- Monitor energy market activities, including pricing trends and forward curves related to market energy, renewable energy and capacity.
- Maintain/manage relationships with qualified suppliers of requisite energy products: participate in periodic calls, email exchanges and other communications with and/or on behalf of CCEA and its Members.

*(c) Regulatory Compliance:*

- Manage renewable energy portfolio per state/program standards; prepare Renewable Portfolio Standards ("RPS") compliance filings and serve as CCEA's liaison with pertinent regulatory agencies for matters related to RPS compliance.
- Manage CCEA Members' Western Renewable Energy Generation Information System ("WREGIS") accounts and various subaccounts, including report preparation, certificate transfer review and retirement (to facilitate mandatory and regulatory compliance), as-needed generator registration (example: Feed-In Tariff projects under contract with CCEA) and other account management activities. Provide support during third-party audit processes, if applicable, including data gathering and analysis, reporting and liaison activities with CCEA's selected auditor and pertinent regulatory agencies.
- Manage Resource Adequacy portfolios per state/program standards; prepare year-ahead and month-ahead peak demand forecasts and resource adequacy compliance demonstration filings; coordinate with CCEA's Scheduling Coordinator and regulatory agencies to resolve any discrepancies that may arise during compliance review.
- Provide data analysis and assist in preparing reports related to the California's Power Source Disclosure Program, including technical elements of Power Content Label development and review; such support may also entail regulatory liaison activities required to successfully complete applicable reports.
- Prepare compliance filings pursuant to the California Energy Commission's biennial Integrated Energy Policy Report, Quarterly Fuels and Energy Report, and the U.S. Energy Information Agency monthly EIA-826 and annual EIA-861 reports.



- Prepare all required compliance documentation under this task and coordinate with CCEA's regulatory personnel or contractors, who will be responsible for formal submission of filings to the appropriate regulatory body.

## **2) Rate Setting, Financial Modeling & Performance Reporting**

PEA will maintain a working pro forma financial model for each CCEA Member program for use in budgeting, cash flow planning, financial performance monitoring, and scenario analyses. PEA will design customer electric rates and update rates for approval by each of the Member's respective governing boards on an annual basis – such rates will be established at sufficient levels to meet adopted financial targets. PEA will provide technical rate support including monitoring SCE rate changes as they impact customer cost comparisons and also provide assistance with the preparation of joint cost comparison models. The following tasks are included within this service area:

### *(a) Rate-setting*

- Annually, develop proposed CCEA Member rate schedules; cost of service modeling; SCE benchmarking; billing determinant (e.g., TOU energy) forecast; present and proposed rate revenue forecast.
- Collaborate with staff, CCEA, and CCEA Member governing bodies, as necessary, in regards to rate changes, including necessary new rate designs or options.
- Support for development and administration of certain CCA customer programs, including Net Energy Metering, green energy, and Feed-In Tariffs, if desired by CCEA or the Members.
- Monitor realized rate revenue vs. projections to identify necessary rate changes.
- Monitor SCE rates and surcharges and assist CCEA with preparation of mandated joint cost comparisons reports.

### *(b) Maintain Financial Model (pro forma)*

- Maintain pro forma financial models of monthly income/expense projections, cash flow and cash balances.
- Update pro forma models as necessary to incorporate current load, resource and market data; monitor accuracy of financial projections on monthly basis; assist in reconciling budget variances.
- Prepare forecast of power supply and other expenses for annual budget.

- Prepare draft annual budget for each CCEA Member program in cooperation with CCEA management and accountants.
- As necessary, coordinate with CCEA, its Members, and its financial advisors with regard to matters that may impact CCEA’s financial standing, debt levels, electric rates, annual budget, resource planning and other key concerns.

*(c) Performance monitoring and reporting*

- Prepare monthly executive summary reports containing information on key program performance metrics related to enrolled customer accounts, customer opt-out rates, electricity sales volumes, revenues, comparisons to forecasts/budgets, comparisons to previous periods, and highlighting noteworthy operational insights.
- Monitor net open positions and provide monthly reporting of net open positions pursuant to adopted CCEA risk management policies.

Fee for Performance of Phase 3 Services: \$19,000.00 per month, over an eight (8) month period (August– March); \$18,000.00 per month, over a three (3) month period (April – June)

August	\$19,000
September	\$19,000
October	\$19,000
November	\$19,000
December	\$19,000
January	\$19,000
February	\$19,000
March	\$19,000
April	\$18,000
May	\$18,000
June	\$18,000
<b>Total Fee for Phase 3 Services</b>	<b>\$206,000</b>

Consultant will be reimbursed for actual travel expenses incurred in the performance of the work for all travel explicitly requested by CCEA.

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

THIS AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the CALIFORNIA CHOICE ENERGY AUTHORITY, a joint powers authority, (“CCEA”), and PACIFIC ENERGY ADVISORS, INC. (“Consultant”) (collectively, sometimes referred to hereinafter as the “Parties”).

RECITALS

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

**California Choice Energy Authority Partner City Technical Support Services (the “Services”):**

**City of Pico Rivera**

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

NOW, THEREFORE, the parties agree as follows:

1. **Parties to the Agreement.**

The parties to this Agreement are:

- A. OWNER: California Choice Energy Authority
- B. CONSULTANT: Pacific Energy Advisors, Inc.

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.

OWNER: California Choice Energy Authority  
Attn: Mark V. Bozigian, Executive Director  
44933 North Fern Avenue  
Lancaster, California 93534

CONSULTANT: John P. Dalessi, President  
Pacific Energy Advisors, Inc.  
1839 Iron Point Road, Suite 120  
Folsom, CA 95630

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. **Description of Work.** CCEA hereby engages Consultant, and Consultant accepts such engagement, to perform the professional services set forth in the "Scope of Services," attached hereto as Exhibit "A" and incorporated herein by reference. Consultant shall perform and complete, in a manner satisfactory to CCEA, all work and services set forth in Exhibit "A." The Executive 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 Executive Director, or his designee.

5. **Obligations of CCEA.**

A. CCEA shall pay Consultant an amount not to exceed \$227,000.00 for all work necessary to complete the Services, as described in the Scope of Services. Payments shall be due within thirty (30) days following Consultant's submittal of an invoice detailing the services performed. CCEA shall reimburse Consultant for travel expenses, in amounts not to exceed those detailed in the Scope of Services for each phase of the Services. In the event the Parties mutually agree in writing that additional work is required beyond the not-to-exceed fee set forth above, Consultant shall submit invoices detailing the additional task(s) performed and the time spent on each task.

B. No payment made hereunder by CCEA to Consultant, other than the final payment, shall be construed as an acceptance by CCEA of any work or materials, nor as evidence of satisfactory performance by Consultant of its obligations under this Agreement.

6. **Obligations of the Consultant.**

A. Consultant shall perform as required by this Agreement and in accordance with the Scope of Services set forth in Exhibit A.

B. Consultant shall not commence any new phase as set forth in Exhibit A without a prior written notice to proceed from CCEA.

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

D. Consultant shall not subcontract any of the work required to perform the Services without the express prior written approval of CCEA.

7. **Hold Harmless and Indemnification.** Consultant agrees to indemnify and hold harmless CCEA, its officers and employees, from and against any and all third party claims, losses, obligations, or liabilities whatsoever, including reasonable attorney's fees, incurred to the extent arising out of or related to Consultant's negligent or willful wrongful acts, errors or omissions, or those of its employees or agents. Consultant agrees to defend CCEA, its officers and employees, using counsel of

CCEA's choosing, from and against any and all claims covered by the indemnity in the preceding sentence.

CCEA agrees to indemnify and hold harmless Consultant, its employees and agents, from and against any and all third party claims, losses, obligations, or liabilities whatsoever, including reasonable attorney's fees, incurred to the extent arising out of or related to CCEA's negligent or willful wrongful acts, errors or omissions, or those of its officers or employees in relation to this Agreement. CCEA agrees to defend Consultant, its employees and agents, using counsel of Consultant's choosing, from and against any and all claims covered by the indemnity in the preceding sentence; provided, however, that this indemnification and hold harmless shall not include any claims to the extent they arise from the negligence or willful misconduct of the Consultant, its employees or agents.

8. **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 CCEA and Consultant.

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

A. In the performance of this Agreement, Consultant 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. Consultant 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, gender, national origin, sexual orientation, 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 Consultant for personnel to perform any services under this Agreement. CCEA shall have access to all documents, data and records of Consultant and its subcontractors for purposes of determining compliance with the equal employment opportunity and non-discrimination provisions of this Section.

10. **Term; Effective Date.** This Agreement shall become effective and shall be in full force and effect upon the execution of the Agreement by CCEA and the Consultant. This Agreement shall continue in full force and effect for twelve (12) months from the Effective Date of the Agreement (the "Term"), unless the Agreement is sooner terminated in accordance with this Agreement; provided, however, that CCEA and the Consultant may mutually agree in writing to extend the Term of this Agreement.

11. **Termination.**

A. For Convenience. CCEA may terminate this Agreement at any time without cause by giving thirty (30) days written notice to the other party of such termination and specifying the effective date thereof. In the event of termination of this Agreement, whether for convenience or cause, Consultant will be paid for work completed through the date of termination within thirty (30) days following submittal of a final invoice.

B. For Cause. If Consultant 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, Consultant shall correct such failure within ten (10) days (or such longer period that CCEA may authorize in writing) after receipt of notice from the City specifying such failure. Should the failure not be corrected within this time period, CCEA may immediately terminate the Agreement by written notice to Consultant.

C. In the event of termination, whether for convenience or cause, reports, plans, studies and other documents related to the Services that have been delivered to CCEA shall become CCEA's property.

12. **Independent Contractor.** Consultant is an independent contractor and shall have no power or authority to incur any debt, obligation or liability on behalf of CCEA. It is expressly understood between the Parties to this Agreement that no employee/employer relationship is intended; Consultant is an independent contractor.

13. **Insurance.**

A. (1) The Consultant, at its expense, shall maintain in effect at all times during the performance of work under this Agreement 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:

<b>Commercial General Liability</b>	
Each Occurrence	\$1,000,000
Per Project General Aggregate	\$2,000,000
Including Products/Completed Operations	
Including Contractual Liability/Independent Contractors	
Including Property Damage	
<b>Commercial Automobile Liability</b>	
Combined Single Limit per Accident for	
Bodily Injury and Property Damage	\$1,000,000
<b>Workers Compensation</b>	
As Required by the State of California	Statutory Limits
<b>Employer's Liability</b>	
Each Accident	\$1,000,000
Bodily Injury by Disease	\$1,000,000
Each Employee	\$1,000,000
<b>Professional Liability</b>	
Each Occurrence	\$1,000,000
General Aggregate	\$1,000,000

B. General Liability insurance shall be at least as broad as ISO form CG2010 11/85 or CG2010 07/04 and CG2037 07/04 combined, or an equivalent providing ongoing and completed operations. Commercial Auto coverage shall be at least as broad as ISO form CA00 01.

C. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the 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 CCEA. At CCEA's option, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CCEA and its officers, employees and representatives (collectively, for purposes of this Section, "CCEA"), 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 CCEA. Any insurance or self-insurance maintained by CCEA shall be in excess of the Consultant's insurance and shall not contribute with it.

G. The coverage provided under this Agreement shall not contain any special limitations on the scope of protection afforded to CCEA.

H. Insurance provided and maintained by Consultant must be placed with insurers with a rating of A-, VIII or better by Best's Key Rating Guide, latest edition.

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 Consultant for all claims made by CCEA arising out of any acts or omissions of Consultant or its officers, employees, or agents during the time this Agreement was in effect.

J. Consultant shall furnish CCEA with Certificates of Insurance and with original endorsements effecting coverage required by this Agreement. The certificates 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 CCEA before work commences. CCEA 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 CCEA.

L. Certificates of Insurance must be deposited with CCEA 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) to CCEA.

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

**"California Choice Energy Authority Partner City Technical Support"**

California Choice Energy Authority, its officers, employees and representatives are included as additional covered parties, but only insofar as the operations under this contract are concerned."

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

California Choice Energy Authority, 44933 Fern Avenue, Lancaster, California 93534.

M. Consultant shall include all subcontractors as an insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. Subcontractors are subject to the same insurance requirements as the Consultant.

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

14. **Ownership of Documents.** All plans, specifications, reports, studies, maps and other documents prepared or obtained by Consultant in the course of performing the work and are required by this Agreement to be delivered to CCEA shall be the property of CCEA. Basic sketches, charts, computations and similar data prepared or obtained by Consultant under this Agreement shall, upon request, be made available to CCEA without restriction or limitation on their use. Notwithstanding the foregoing, CCEA shall not obtain or retain any rights in or ownership to any of Consultant's systems, documents, and/or intellectual property developed, produced, discovered, or created by Consultant before the execution of the Agreement or in connection with service performed outside of this Agreement.

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

16. **Consultant's Warranties and Representations.**

Consultant warrants and represents to CCEA as follows:

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



B. Consultant has not paid or agreed to pay any person or entity, other than a bona fide employee working exclusively for Consultant, 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, CCEA 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. Consultant has no knowledge that any officer or employee of CCEA has any interest, whether contractual, noncontractual, financial, proprietary, or otherwise, in this transaction or in the business of the Consultant, and that if any such interest comes to the knowledge of Consultant at any time, a complete written disclosure of such interest will be made to CCEA, even if such interest would not be deemed a prohibited "conflict of interest" under applicable laws.

D. Upon the execution of this Agreement, Consultant 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.

#### **18. 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.

#### **19. Exhibits.**

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

Exhibit "A"      Scope of Services

20. **Governing Law.**

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

21. **Effective Date.**

This Agreement shall become effective as of the date set forth below on which the last of the parties, whether CCEA or Consultant, executes said Agreement.

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

CALIFORNIA CHOICE ENERGY AUTHORITY

By: \_\_\_\_\_  
Mark V. Bozigian, Executive Director

Dated: \_\_\_\_\_

PACIFIC ENERGY ADVISORS, INC.

By: \_\_\_\_\_  
John P. Dalessi, President

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

## **EXHIBIT A SCOPE OF SERVICES**

### PHASE 2: IMPLEMENTATION SUPPORT

PEA will provide consulting and technical services to CCEA in support of the PRIME program. The proposed services cover a variety of remaining technical activities leading up to the successful launch of PRIME. The proposed scope of services is described below.

#### Regulatory Registrations and Compliance Systems

##### *Background*

As a Load Serving Entity (“LSE”) within the state of California, PRIME will be required to comply with a variety of regulations, including participation in certain reporting programs administered by the CPUC and California Energy Commission (“CEC”). While certain of these reporting programs will not be applicable until the second year of operation, other programs will require attention prior to service commencement or shortly thereafter. In particular, the annual electric load forecast (as it relates to future reserve capacity, also known as “resource adequacy,” compliance obligations), WREGIS account registration, preparation of joint cost comparisons (a customer communication requirement created by SB 790) and preliminary power source disclosures will all require pre-launch completion.

##### *Tasks*

To ensure compliance with these requirements, PEA shall complete the following activities:

- Assist in identifying requisite resource adequacy capacity quantities that will need to be procured by PRIME for purposes of demonstrating regulatory compliance;
- Assist in procuring requisite resource adequacy capacity from qualified suppliers;
- Prepare load forecast and related filings to ensure compliance with California’s resource adequacy program;
- Assist PRIME in completing requisite registration materials to become a WREGIS account holder – a WREGIS account will be necessary to track and report on renewable energy purchases for purposes of complying with California’s Renewables Portfolio Standard program and substantiating procurement of renewable energy, generally speaking;
- Assist PRIME in becoming a candidate Congestion Revenue Rights (“CRR”) holder with the California Independent System Operator (“CAISO”) – CRRs may help mitigate certain financial risks and reduce costs associated with energy delivery within the CAISO market;

- Assist PRIME in ancillary CAISO setup activities, as required of California CCA programs;
- Assist in preparing requisite customer cost comparisons, as necessary;
- Assist PRIME in preparing the statutorily required Joint Rate Comparison (“JRC”) in cooperation with SCE – the JRC provides PRIME customers with comparative rate and power content details regarding available electric service options;
- Assist in completing PRIME’s Renewables Portfolio Standard (“RPS”) Procurement Plan, as required by the California Public Utilities Commission; and
- Assist in completing PRIME’s initial annual RPS compliance report, if necessary.

### **General Implementation Support**

#### *Background*

During the startup phase, there may be a need for technical support with regard to a variety of implementation activities. PEA has provided such support on an as-needed basis to California’s other CCA programs, ensuring that sufficient expertise is available to address a broad range of potential needs.

#### *Tasks*

PEA’s general support may include, but is not limited to the following:

- Coordination with staff, suppliers and other contractors to ensure effective program launch;
- Prepare for and participate in up to two (2) on-site meetings with PRIME leadership and/or staff, providing technical support during key discussions and decision making leading up to PRIME launch; PEA would be available to assist staff in preparing meeting materials and presenting such materials, as necessary;
- Coordination with pertinent jurisdictional regulatory agencies: to the extent that jurisdictional regulatory agencies have questions regarding applicable reports/submittals and/or general questions regarding CCA operations, PEA would be available to address such inquiries and/or participate in related meetings or teleconferences;
- Coordination with key customers: PEA would be available to participate in discussions/meetings with key customer accounts, providing technical expertise related to rates, resource planning, power supply and anticipated environmental impacts; and
- General as-needed advisory services.

Fee for Performance of Phase 2 Services: \$40,000.00 (billed at \$20,000.00 per month)

Month 1	\$20,000
Month 2	\$20,000
Total Fee for Phase 2 Services	\$40,000

PHASE 3: ON-GOING ADMINISTRATIVE SUPPORT

PEA will provide consulting and technical services to CCEA in support of the respective CCA programs of its Members. The proposed services cover the essential tasks related to managing the power supply and rate-setting functions for these programs. The proposed scope of services is described below.

**1) Power Resources Management**

Working with CCEA leadership as well as its designated Scheduling Coordinator, PEA will manage the power resources portfolios of the Members in accordance with CCEA's adopted policies and all applicable regulatory requirements. PEA will perform Middle Office functions for CCEA encompassing the areas of resource planning, portfolio management, electric procurement, and the variety of regulatory compliance activities related to electric power supply. The following tasks are included within this service area:

*(a) Maintain Annual and Long-Term Sales Forecast:*

- Prepare and maintain CCEA Member customer and electric sales forecasts, including forecasts of: 1) monthly enrolled accounts, megawatt hours ("MWh") and megawatts ("MW") by load profile group; and 2) monthly coincident peak MW and hourly MW for the CCEA Member systems.
- Update long-term sales forecasts, as necessary, to maintain accuracy; monitor accuracy of load forecasts on a monthly basis; consider adjustments to such forecasts if observed variance exceeds threshold of 5% forecast error.

*(b) Electric Supply Management:*

- Maintain load and resource balance models to identify incremental electric procurement needs in consideration of quantified open positions, CCEA resource and risk management policies, and applicable regulatory requirements; coordinate with management to develop and implement procurement strategies to address electric resource needs.

- Support procurement and/or sales of energy and capacity products including preparing requisite solicitation documents, participating in supplier/developer communications, providing analytical support during proposal/bid evaluation, negotiating commercial contract terms, and other related, as-needed activities.
- Annually, prepare and update internal resource plans, including ten-year load and resource projections, encompassing both supply and demand side resources.
- Review and validate periodic invoices received from CCEA's Scheduling Coordinator and electric suppliers to ensure charges are consistent with contract terms; bring any identified discrepancies to management's attention; and support attempts to resolve issues with counterparties.
- Monitor energy market activities, including pricing trends and forward curves related to market energy, renewable energy and capacity.
- Maintain/manage relationships with qualified suppliers of requisite energy products: participate in periodic calls, email exchanges and other communications with and/or on behalf of CCEA and its Members.

*(c) Regulatory Compliance:*

- Manage renewable energy portfolio per state/program standards; prepare Renewable Portfolio Standards ("RPS") compliance filings and serve as CCEA's liaison with pertinent regulatory agencies for matters related to RPS compliance.
- Manage CCEA Members' Western Renewable Energy Generation Information System ("WREGIS") accounts and various subaccounts, including report preparation, certificate transfer review and retirement (to facilitate mandatory and regulatory compliance), as-needed generator registration (example: Feed-In Tariff projects under contract with CCEA) and other account management activities. Provide support during third-party audit processes, if applicable, including data gathering and analysis, reporting and liaison activities with CCEA's selected auditor and pertinent regulatory agencies.
- Manage Resource Adequacy portfolios per state/program standards; prepare year-ahead and month-ahead peak demand forecasts and resource adequacy compliance demonstration filings; coordinate with CCEA's Scheduling Coordinator and regulatory agencies to resolve any discrepancies that may arise during compliance review.
- Provide data analysis and assist in preparing reports related to the California's Power Source Disclosure Program, including technical elements of Power Content Label development

and review; such support may also entail regulatory liaison activities required to successfully complete applicable reports.

- Prepare compliance filings pursuant to the California Energy Commission's biennial Integrated Energy Policy Report, Quarterly Fuels and Energy Report, and the U.S. Energy Information Agency monthly EIA-826 and annual EIA-861 reports.
- Prepare all required compliance documentation under this task and coordinate with CCEA's regulatory personnel or contractors, who will be responsible for formal submission of filings to the appropriate regulatory body.

## **2) Rate Setting, Financial Modeling & Performance Reporting**

PEA will maintain a working pro forma financial model for each CCEA Member program for use in budgeting, cash flow planning, financial performance monitoring, and scenario analyses. PEA will design customer electric rates and update rates for approval by each of the Member's respective governing boards on an annual basis – such rates will be established at sufficient levels to meet adopted financial targets. PEA will provide technical rate support including monitoring SCE rate changes as they impact customer cost comparisons and also provide assistance with the preparation of joint cost comparison models. The following tasks are included within this service area:

### *(a) Rate-setting*

- Annually, develop proposed CCEA Member rate schedules; cost of service modeling; SCE benchmarking; billing determinant (e.g., TOU energy) forecast; present and proposed rate revenue forecast.
- Collaborate with staff, CCEA, and CCEA Member governing bodies, as necessary, in regards to rate changes, including necessary new rate designs or options.
- Support for development and administration of certain CCA customer programs, including Net Energy Metering, green energy, and Feed-In Tariffs, if desired by CCEA or the Members.
- Monitor realized rate revenue vs. projections to identify necessary rate changes.
- Monitor SCE rates and surcharges and assist CCEA with preparation of mandated joint cost comparisons reports.

### *(b) Maintain Financial Model (pro forma)*



- Maintain pro forma financial models of monthly income/expense projections, cash flow and cash balances.
- Update pro forma models as necessary to incorporate current load, resource and market data; monitor accuracy of financial projections on monthly basis; assist in reconciling budget variances.
- Prepare forecast of power supply and other expenses for annual budget.
- Prepare draft annual budget for each CCEA Member program in cooperation with CCEA management and accountants.
- As necessary, coordinate with CCEA, its Members, and its financial advisors with regard to matters that may impact CCEA's financial standing, debt levels, electric rates, annual budget, resource planning and other key concerns.

*(c) Performance monitoring and reporting*

- Prepare monthly executive summary reports containing information on key program performance metrics related to enrolled customer accounts, customer opt-out rates, electricity sales volumes, revenues, comparisons to forecasts/budgets, comparisons to previous periods, and highlighting noteworthy operational insights.
- Monitor net open positions and provide monthly reporting of net open positions pursuant to adopted CCEA risk management policies.

Fee for Performance of Phase 3 Services: \$19,000.00 per month, over a seven (7) month period (September – March); \$18,000.00 per month, over a three (3) month period (April – June)

September	\$19,000
October	\$19,000
November	\$19,000
December	\$19,000
January	\$19,000
February	\$19,000
March	\$19,000
April	\$18,000
May	\$18,000
June	\$18,000
<b>Total Fee for Phase 3 Services</b>	<b>\$187,000</b>

Consultant will be reimbursed for actual travel expenses incurred in the performance of the work for all travel explicitly requested by CCEA.

M 1
07/25/17
MVB

**LANCASTER  
CITY COUNCIL/SUCCESSOR AGENCY/  
FINANCING/POWER/  
CALIFORNIA CHOICE ENERGY AUTHORITY  
MINUTES  
July 11, 2017**

**CALL TO ORDER**

Mayor/Chair Parris called the meeting of the Lancaster City Council/Successor Agency/Financing/Power/California Choice Energy Authority to order at 5:00 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; Development Services Director; Parks, Recreation and Arts Sr. Operations Manager; Finance Director; Economic Development Director; Housing Director; Public Safety Director, Deputy City Clerk

**INVOCATION**

Mike Livingston, City of Lancaster Senior Construction Manager

**PLEDGE OF ALLEGIANCE**

Council Member Malhi

**PRESENTATION**

1. Government Finance Officers Association (GFOA) Certificate of Achievement for Excellence in Financial Reporting  
Presenter: Pam Statsmann, Finance Director

LANCASTER CITY COUNCIL/ SUCCESSOR AGENCY/  
FINANCING/POWER/CALIFORNIA CHOICE ENERGY AUTHORITY  
**MINUTES**  
July 11, 2017

**CCEA CONSENT CALENDAR**

On a motion by Vice Chair Crist and seconded by Authority Member Underwood-Jacobs, the California Choice Energy Authority approved the Consent Calendar by the following vote: 5-0-0-0; AYES: Malhi, Mann, Underwood-Jacobs, Crist, Parris; NOES: None; ABSTAIN: None; ABSENT: None

**CCEA CC 1. READOPT THE BYLAWS OF THE CALIFORNIA CHOICE ENERGY AUTHORITY (CCEA).**

Readopted the Bylaws of the California Choice Energy Authority (CCEA).

**CCEA CC 2. RESOLUTION NO. CCEA 04-17 AND MASTER EEI POWER PURCHASE AND SALE AGREEMENT**

Adopted **Resolution No. CCEA 04-17**, granting authority to the Executive Director to enter into certain contracts on behalf of California Choice Energy Authority (“CCEA”).

Ratified and approved Master EEI Power Purchase and Sale Agreement with Direct Energy for the procurement of energy and energy products related to the operation of Pico Rivera’s electric load (“Pico Rivera Master Agreement”), and approved use of the same form of Master EEI Power Purchase and Sale Agreement, subject to substitution of the contracting parties and other non-material changes, for the future procurement of energy and energy products related to the operation of Lancaster Choice Energy and other CCEA member cities (“Form of Master Agreement”) and authorized the Executive Director to sign related documents, and to take further actions necessary to implement the agreements.

**M 1. MINUTES**

On a motion by Vice Mayor Crist and seconded by Council Member Mann, the City Council/Successor Agency/Financing/Power/California Choice Energy Authority approved the City Council/Successor Agency/Financing/Power/California Choice Energy Authority Regular Meeting Minutes of June 27, 2017, by the following vote: 5-0-0-0; AYES: Malhi, Mann, Underwood-Jacobs, Crist, Parris; NOES: None; ABSTAIN: None; ABSENT: None

**CITY COUNCIL CONSENT CALENDAR**

Mayor Parris stated he needs to recuse himself from Item No. CC 5 due to the proximity of the project to property he owns.

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

LANCASTER CITY COUNCIL/ SUCCESSOR AGENCY/  
FINANCING/POWER/CALIFORNIA CHOICE ENERGY AUTHORITY  
**MINUTES**  
July 11, 2017

**CITY COUNCIL CONSENT CALENDAR CONTINUED...**

Mayor Parris left the dais at this time.

On a motion by Council Member Mann and seconded by Council Member Malhi, the City Council approved Item No. CC 5, by the following vote: 4-0-1-0; AYES: Malhi, Mann, Underwood-Jacobs, Crist; NOES: None; RECUSED: Parris; ABSENT: None

Mayor Parris returned to 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. CHECK REGISTERS**

Approved the Check and Wire Registers for June 4, 2017 – June 17, 2017 in the amount of \$2,596,352.63. Approved the Check Registers as presented.

**CC 3. ORDINANCE NO. 1028**

Adopted **Ordinance No. 1028**, amending Chapter 17.12 of the Lancaster Municipal Code to modify the setbacks, building orientation, and building design requirements in the C (Commercial) and OP (Office Professional) zones.

**CC 4. ORDINANCE 1029**

Adopted **Ordinance No. 1029**, amending the Lancaster Municipal Code (Title 16) to allow approval of multi-year extension requests for tentative maps.

**CC 5. PUBLIC WORKS CONSTRUCTION PROJECT NO. 17-012, AVENUE I AND 10<sup>TH</sup> STREET WEST AND AVENUE K AND 30<sup>TH</sup> STREET WEST INTERSECTION IMPROVEMENTS**

Approved an increase in the Professional Consultant Services contract amount for **Public Works Construction Project No. 17-012, Avenue I and 10<sup>th</sup> Street West and Avenue K and 30<sup>th</sup> Street West Intersection Improvements**, with Stantec Consulting Services, Inc., of Lancaster, California, by \$50,054.00 and authorized the City Manager, or his designee, to sign all documents.

**CC 6. PUBLIC WORKS CONSTRUCTION PROJECT NO. 17-009, 5<sup>TH</sup> STREET EAST CORRIDOR IMPROVEMENTS ATPL-5419(046)**

Awarded **Public Works Construction Project No. 17-009, 5<sup>th</sup> Street East Corridor Improvements ATPL-5419(046)**, to C.A. Rasmussen, Inc., of Valencia, California, in the amount of \$1,810,445.00, plus a 15% contingency, for the construction of pedestrian curb bulb-outs, traffic signal modifications, and the installation of buffered bike lanes, and authorized the City Manager, or his designee, to sign all documents. This contract is awarded to the lowest responsible bidder per California Public Code Section 22038 (b).

**CC 7. PUBLIC WORKS CONSTRUCTION PROJECT NO. 16-002, LANCASTER BOULEVARD, 30<sup>TH</sup> STREET TO 40<sup>TH</sup> STREET EAST**

Awarded **Public Works Construction Project No. 16-002, Lancaster Boulevard, 30<sup>th</sup> Street to 40<sup>th</sup> Street East**, to R.C. Becker and Son, Inc., of Santa Clarita, California, in the amount of \$577,910.37, plus a 15% contingency, for roadway resurfacing and improvements; and authorized the City Manager, or his designee, to sign all documents. This contract is awarded to the lowest responsible bidder per California Public Code Section 22038 (b).

**CC 8. PUBLIC WORKS CONSTRUCTION PROJECT NO. 10-011, STATE ROUTE 14 AND AVENUE I INTERCHANGE IMPROVEMENTS**

Accepted the work constructed by Security Paving Company, Inc., for **Public Works Construction Project No. 10-011, State Route 14 and Avenue I Interchange Improvements**, and directed the City Clerk to file the Notice of Completion for the project. Retention on this project has been disbursed in accordance with California Public Contract Code.

**NB 1. LED STREETLIGHT INSTALLATION PRESENTATION**

The Development Services Director and Public Works Manager provided the presentation for this item.

Discussion among the City Council and staff included clarification of major arterial, regional arterial, secondary arterial and residential streets and discussion of providing information to the public regarding the schedule for replacing the streetlights.

Addressing the City Council on this item:  
Fran Sereseres – discussed the LED lights

Received and filed presentation regarding LED Streetlight Installation

**NB 2. DESIGN-BUILD TEAM SERVICES, BUILD PHASE, FOR PWCP 16-003, ANTELOPE VALLEY SENIOR CENTER RENOVATION PROJECT**

The Development Services Director presented the staff report for this item.

Addressing the City Council on this item:  
Fran Sereseres – discussed the schedule for construction.

On a motion by Vice Mayor Crist and seconded by Council Member Mann, the City Council awarded Design-Build Services, Build Phase for **PWCP 16-003, Antelope Valley Senior Center Renovation Project**, to Sawyer Construction & Associates of Mojave, California, in the amount of \$1,113,905.00 with a 10% contingency; and authorized the City Manager, or his designee, to sign all documents, by the following vote: 5-0-0-0; AYES: Malhi, Mann, Underwood-Jacobs, Crist, Parris; NOES: None; ABSTAIN: None; ABSENT: None

LANCASTER CITY COUNCIL/ SUCCESSOR AGENCY/  
FINANCING/POWER/CALIFORNIA CHOICE ENERGY AUTHORITY  
**MINUTES**

July 11, 2017

Mayor Parris requested staff look into installing a water misting system on Lancaster Boulevard.

**NB 3. APPROVAL OF ENERGY EFFICIENCY PROGRAM PLAN FOR SUBMITTAL TO CALIFORNIA PUBLIC UTILITIES COMMISSION FOR ADMINISTRATION ENERGY EFFICIENCY PROGRAMS**

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

On a motion by Vice Mayor Crist and seconded by Council Member Malhi, the City Council approved Energy Efficiency Program Plan for submittal to the California Public Utilities Commission requesting funding for administration of energy efficiency programs, 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**

Council Member Mann discussed the recent Destination Lancaster meeting and extending the Lancaster Tourism Business Improvement District (LTBID).

Additional discussion took place regarding hotel occupancy and the need for additional hotels in Lancaster.

Vice Mayor Crist stated members of the City Council and staff will be attending the Palmdale City Council meeting following the Council meeting because the Palmdale City Council is considering moving forward with working with CCEA to assist Palmdale with a Community Choice Aggregation (CCA).

**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.

Mayor Parris requested a break at this time.

Vice Mayor Crist reconvened the meeting at 5:42 p.m.

LANCASTER CITY COUNCIL/ SUCCESSOR AGENCY/  
FINANCING/POWER/CALIFORNIA CHOICE ENERGY AUTHORITY  
**MINUTES**  
July 11, 2017

**CITY MANAGER / EXECUTIVE DIRECTOR ANNOUNCEMENT**

The City Manager and Vice Mayor Crist discussed the recent Patriot Ride that stopped in Lancaster. Two brief videos showcasing the Patriot Ride and the City's 40<sup>th</sup> Anniversary celebration were shown.

The Deputy City Manager discussed recent actions taken by CCEA partner city, Pico Rivera.

**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:

Benjamin Young – student at Antelope Valley College, asked Vice Mayor Crist how he became a politician.

Kyeongchan Kang – student at Antelope Valley College, asked Vice Mayor Crist what he likes the most about his work and what challenges he faces.

Stephanie Gonzalez - student at Antelope Valley College, asked Vice Mayor Crist what advice he would give to young people to be more involved and active in the community.

Anita Bordlemay – discussed experiences she's had with people at her home and with the Los Angeles County Sheriff's Department.

Robert Starkey – discussed AB 1269 and the impact to residents.

Fran Sereseres – discussed needing more computers at the library, skate parks in neighboring areas, changes made by the AVTA for pick up and drop offs at the AV Fairgrounds, and sidewalk repairs made near her home.

David Paul – discussed the streetlights, the relationship between the City and the County with regard to the Library and the review of improving services at the library.

Heather Brown – discussed desertification.



LANCASTER CITY COUNCIL/ SUCCESSOR AGENCY/  
FINANCING/POWER/CALIFORNIA CHOICE ENERGY AUTHORITY  
**MINUTES**  
July 11, 2017

**COUNCIL / AGENCY COMMENTS**

Assistant Fire Chief Cosey discussed the 4<sup>th</sup> of July and the impact on the community.

Los Angeles Sheriff Captain Weber discussed statistics and enforcement efforts surrounding the 4<sup>th</sup> of July.

Planning Commission Chairman Vose discussed items scheduled to be heard by the Planning Commission at its next meeting, including items relating to cannabis; the Planning Commission meeting in August will be held August 14<sup>th</sup> and potentially August 15<sup>th</sup>.

**ADJOURNMENT**

Vice Mayor/Vice Chair Crist adjourned the meeting at 6:16 p.m. and stated the next City Council/Successor Agency/Financing/Power/California Choice Energy Authority meeting will be held on Tuesday, July 25, 2017 at 5:00 p.m.

PASSED, APPROVED and ADOPTED this 25<sup>th</sup> day of July, 2017, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

APPROVED:

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BRITT AVRIT, MMC  
CITY CLERK  
AGENCY/AUTHORITY SECRETARY

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R. REX PARRIS  
MAYOR/CHAIRMAN

LANCASTER CITY COUNCIL/ SUCCESSOR AGENCY/  
FINANCING/POWER/CALIFORNIA CHOICE ENERGY AUTHORITY  
**MINUTES**

July 11, 2017

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

CERTIFICATION OF MINUTES  
CITY COUNCIL/SUCCESSOR AGENCY/FINANCING/POWER/CALIFORNIA CHOICE  
ENERGY 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/California Choice Energy 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**

Date: July 25, 2017  
To: Mayor Parris and City Council Members  
From: Pamela Statsmann, Finance Director  
Subject: **Check Registers – June 18, 2017 through July 1, 2017**

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CC 2
07/25/17
MVB

**Recommendation:**

Approve the Check Registers as presented.

**Fiscal Impact:**

\$7,120,269.67 as detailed in the Check Registers.

**Background:**

At each regular City Council Meeting, the City Council is presented with check and ACH/wire registers listing the financial claims (invoices) against the City for purchase of materials, supplies, services, and capital projects issued the prior three to four weeks. This process provides the City Council the opportunity to review the expenditures of the City. Claims are paid via checks, Automated Clearing House (ACH) payments, or federal wires. The justifying backup information for each expenditure is available in the Finance Department.

Check Nos.:	7388331 – 7388598	\$ 4,506,297.71
ACH/wire Check Nos.:	101009839 – 101009849	<u>\$ 2,613,971.96</u>
		\$ 7,120,269.67
Voided Check No.:	7388562	
Voided ACH/wire No.:	N/A	

PS:af

**Attachments:**

Check Register  
ACH/wire Register

# City of Lancaster Check Register



From Check No.: 7388331 - To Check No.: 7388598

From Check Date: 06/18/17 - To Check Date: 07/01/17

Printed: 7/6/2017 11:23

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
7388331	08204	BARRERAS, RUBEN C	RFND-RENTAL INSPECTION FEES	128.00	101 3102400	103.00
					101 3102500	25.00
				<u>128.00</u>		<u>128.00</u>
7388332	07381	BULLOCK, AMY	CS-PERF-MUSIC-06/29/17	400.00	101 4680225	400.00
7388333	C2060	CA WATER SERVICE COMPANY	05/08/17-06/12/17 WATER SVC	656.86	482 4636654	656.86
7388334	3563	CEDAR STREET THEATRE	TCKT PCDS-ALMST MNE-5/19-28/17	1,791.73	101 2107000	4,880.00
					402 3405127	(2,370.00)
					402 3405302	(145.72)
					402 3405303	(572.55)
				<u>1,791.73</u>		<u>1,791.73</u>
7388335	07151	ELEGANT AFFAIRS	ZELDAS-CRDT CD TPS-06/08-10/17	313.65	402 2176000	313.65
7388336	08205	GARCIA, JOSE L	RFND-BL #10029173	15.00	101 2401000	15.00
7388337	07212	GINO'S ITALIAN RESTAURANT	CARES-DISCOVERY-PIZZA-05/30/17	600.00	101 4670270	600.00
7388338	08206	GOODEN, LISA A	RFND-BL #10014804	7.80	101 2401000	7.80
7388339	1215	L A CO WATERWORKS	04/06/17-06/13/17 WATER SVC	10,936.49	101 4633654	102.05
					203 4636654	5,970.34
					363 4542770	87.25
					363 4542771	86.51
					482 4636654	4,690.34
				<u>10,936.49</u>		<u>10,936.49</u>
7388340	C6692	L STREET PROPERTIES	RFND-PF 2017 PARKING LICENSE	1.00	101 4682222	1.00
7388341	08170	LACROIX MASHHOUD ENT LLC	RFND-BL #10019527	5.40	101 3102400	5.40
7388342	D2287	LANCASTER CODE ENFRMNT ASSN	UNION DUES-PP 12-2017	300.00	101 2171000	300.00
7388343	08207	LATHROP, TAD	RFND-BL #10010212	5.40	101 2401000	5.40
7388344	08208	LOTUS RIVER INC	RFND-CUP APPLICATION FEES	11,675.00	101 3201420	11,675.00
7388345	A7221	P E R S LONG TERM CARE PROGRAM	LONG TERM CARE PREM-PP12-2017	2,171.87	101 2170200	2,171.87
7388346	A7221	P E R S LONG TERM CARE PROGRAM	06/17-RETIREE LONG TERM CARE	3,108.55	109 1101000	3,108.55
7388347	08214	SMITH, KRISTA	RFND-MOMS NIGHT OUT-11/04/16	134.00	402 3405100	134.00
7388348	03154	SO CA EDISON	05/10/17-06/09/17 ELECTRIC SVC	1,182.37	203 4636652	55.41

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Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
					482 4636652	1,101.33
					484 4755652	25.63
				1,182.37		1,182.37
7388349	03154	SO CA EDISON	05/04/17-06/05/17 ELECTRIC SVC	1,808.03	483 4785652	1,808.03
7388350	03154	SO CA EDISON	05/04/17-06/05/17 ELECTRIC SVC	2,111.63	203 4636652	503.56
					482 4636652	1,608.07
				2,111.63		2,111.63
7388351	03154	SO CA EDISON	05/04/17-06/05/17 ELECTRIC SVC	3,319.04	203 4636652	469.86
					482 4636652	2,721.98
					484 4755652	127.20
				3,319.04		3,319.04
7388352	03154	SO CA EDISON	05/04/17-06/07/17 ELECTRIC SVC	6,851.26	483 4785652	6,814.71
					483 4785660	36.55
				6,851.26		6,851.26
7388353	03154	SO CA EDISON	04/27/17-06/15/17 ELECTRIC SVC	17,061.87	101 4631652	1,154.88
					101 4633652	8,449.36
					101 4651652	1,215.30
					203 4636652	25.68
					306 4542682	13.55
					363 4542770	11.28
					363 4542771	35.21
					480 4755652	353.85
					482 4636652	588.21
					483 4785652	184.69
					483 4785660	2,058.40
					484 4755652	131.81
					485 4755652	2,839.65
				17,061.87		17,061.87
7388354	03154	SO CA EDISON	05/04/17-06/05/17 ELECTRIC SVC	29,539.21	101 4631652	88.77
					101 4631652	9,007.24
					101 4633652	2,733.74
					101 4634652	7,410.60
					101 4635652	9,500.09
					101 4810403	165.39
					483 4785660	633.38
				29,539.21		29,539.21
7388355	1907	SO CA GAS COMPANY	04/24/17-05/23/17 GAS SVC	14.30	101 4633655	14.30
7388356	C2554	SUPERIOR COURT OF CA-CO OF L A	04/17-ALLCTN OF PRKG PENALTIES	22,512.30	101 3310200	535.80
					101 3310200	2,101.50
					101 3310200	2,385.00
					101 3310200	2,385.00
					101 3310200	2,385.00

# City of Lancaster Check Register



From Check No.: 7388331 - To Check No.: 7388598  
 From Check Date: 06/18/17 - To Check Date: 07/01/17

Printed: 7/6/2017 11:23

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
					101 3310200	3,180.00
					101 3310200	4,770.00
					101 3310200	4,770.00
				22,512.30		22,512.30
7388357	C2554	SUPERIOR COURT OF CA-CO OF L A	05/17-ALLCTN OF PRKG PENALTIES	24,781.20	101 3310200	178.20
					101 3310200	2,584.50
					101 3310200	2,584.50
					101 3310200	2,584.50
					101 3310200	3,068.50
					101 3310200	3,446.00
					101 3310200	5,166.00
				24,781.20	101 3310200	5,169.00
						24,781.20
7388358	A1393	TEAMSTERS LOCAL 911	06/17 UNION DUES	3,824.00	101 2157000	3,824.00
7388359	08211	ZIAEE, HOSSEIN G	RFND-BL #RH-000031	55.75	101 2401000	55.75
7388360	02071	A G SOD FARMS INC	OMP-SOD	525.78	101 4634404	49.74
					101 4634404	476.04
				525.78		525.78
7388361	03672	A T & T	06/17-TELEPHONE SERVICE	13.95	402 4650651	13.95
7388362	06066	A T & T	DOJ-05/17-TELEPHONE SERVICE	161.51	101 4315651	161.51
7388363	C0077	A V E K	NSC-05/17-BACTERIOLOGICAL TEST	20.00	101 4635301	20.00
7388364	01039	A V FORD LINCOLN MERCURY	COVER/RETAINER/RFLCTR-EQ3757	36.39	203 4752207	36.39
			SCREWS(10)-EQ5826	54.70	101 4633207	54.70
			CREDIT-SCREWS(10)-EQ5826	(54.70)	101 4633207	(54.70)
				36.39		36.39
7388365	03854	A V JANITORIAL SUPPLY	CH-TOWELS/T PPR/DRAIN MAINTNR	418.42	101 4633406	418.42
			LMS-TOWEL ROLLS(10 CASES)	570.94	101 4632406	570.94
			NSC-CUCUMBER MELON CLIPS(3)	127.24	101 4635406	127.24
				1,116.60		1,116.60
7388366	00107	A V PRESS	05/17-ON THE NET ADS	112.50	101 4305205	112.50
7388367	C8327	A V RESOURCE CONSERVATION DIST	DEP-PLANT PROPAGATION	1,733.00	224 13EV001924	1,733.00
7388368	06294	A V WEB DESIGNS	NSC-05/17-MONTHLY HOSTING CHGS	99.95	101 4660251	99.95
7388369	08181	ALLSTAR CABLE PRODUCTS INC	TRAFFIC SIGNAL CABLE	572.00	483 4785665	572.00
7388370	07533	ALVAREZ, DIEGO	DA-RFND-SEC DEP-NSC-10/15/16	100.00	101 2182001	100.00
7388371	C6143	AMERICAN BUSINESS MACHINES	IMAGE RUNNER ADV COPIER	17.60	101 4310254	17.60

# City of Lancaster Check Register



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			IMAGE RUNNER ADV COPIER	22.16	101 4310254	22.16
				39.76		39.76
7388372	D1663	AMERICAN IRON WORK	LMS-HELMET RACK MATERIAL	895.00	101 4632402	895.00
			OMP-SECURE CHAIN LINK FENCE	675.00	101 4634402	675.00
				1,570.00		1,570.00
7388373	00163	AMERICAN PUBLIC WORKS ASSN	JH-MEMBERSHIP RNWL-07/17-06/18	237.50	101 4701206	237.50
7388374	04760	AMERINAT	05/17-MONTHLY SERVICE FEE	577.44	306 4542301	577.44
7388375	04190	AMERIPRIDE SERVICES	UNIFORM CLEANINGS	50.93	101 4753209	50.93
7388376	02693	ANDY GUMP, INC	RDP-RESTROOM RNTL-5/19-6/15/17	654.14	101 4634602	654.14
			HP-FENCE RENTAL-06/01-28/17	17.62	101 4634602	17.62
			PDW-RSTRM RNTLS-06/05-07/02/17	105.40	101 4634602	105.40
				777.16		777.16
7388377	05179	ARAMARK UNIFORM SVCS	UNIFORM CLEANINGS	120.08	480 4755209	120.08
7388378	D3495	AROUND A V, INC	4TH OF JULY-BUS ADVERTISING	1,605.44	101 4687222	1,605.44
7388379	04446	AUTO PROS	SMOG INSPECTION-EQ1501	45.00	101 4810207	45.00
			SMOG INSPECTION-EQ6805	45.00	101 4545207	45.00
				90.00		90.00
7388380	04151	AXES FIRE INC	FIRE EXTNGSHR RCHRG CERT(7)	73.50	101 4200207	10.50
					101 4662207	10.50
					101 4761207	10.50
					101 4780207	10.50
					203 4752207	10.50
					203 4752207	10.50
					480 4755207	10.50
				73.50		73.50
7388381	06126	BRAVERY BREWING COMPANY, LLC	ZELDAS-BEVERAGES	90.00	402 4652251	90.00
7388382	C7725	CA CONTRACT CITIES ASSOCIATION	07/17-06/18-ANNUAL MEMBERSHIP	5,090.00	101 4100206	5,090.00
7388383	D1872	CA WATER ENVIRONMENTAL ASSN	TH-MEMBERSHIP RENEWAL	83.00	480 4755206	83.00
7388384	04636	CAYENTA/N HARRIS COMPUTER CORP	05/17-CMS	3,500.00	101 4315302	3,500.00
			IT-CONTROL TRAINING	380.00	101 4315256	380.00
			06/17-CMS	3,500.00	101 4315302	3,500.00
			ONSITE TRAINING-08/15-19/16	2,882.04	101 4310302	1,191.10
					101 4320301	1,690.94
				10,262.04		10,262.04
7388385	07510	DE SILVA, KELSEY	06/16-VOLUNTEER MEAL ALLOWANCE	72.00	101 2140000	72.00
			08/16-VOLUNTEER MEAL ALLOWANCE	108.00	101 2140000	108.00

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			09-10/16-VOLNTEER MEAL ALLWNCE	216.00	101 2140000	216.00
				396.00		396.00
7388386	D4053	DEPT OF PUBLIC HEALTH	EPL-HEALTH CERT-#AR0141348	584.00	101 4631311	584.00
			WPL-HEALTH CERT #A0141548	238.00	101 4631311	238.00
			TBP-HEALTH CERT-#AR0282657	584.00	101 4631311	584.00
			NSC-HEALTH CERT-#AR0159148	844.00	101 4635311	844.00
				2,250.00		2,250.00
7388387	A0925	DESERT HAVEN ENTERPRISES	05/17-JANITORIAL SERVICES	910.00	101 4633301	910.00
7388388	00414	DESERT LOCK COMPANY	CH-KEYS/CYLINDERS	1,827.00	101 4633403	1,827.00
			INCUBATOR K4-KEYS/DOOR REPAIRS	98.00	101 4636402	98.00
			CH-LOCKS(2)	20.66	101 4633403	20.66
			CH-KEY CODES/KEYS	34.80	101 4633403	34.80
				1,980.46		1,980.46
7388389	05473	DEWEY PEST CONTROL	MTNC YD-06/17-PEST CONTROL	137.00	101 4633301	137.00
			MLS-06/17-PEST CONTROL	90.00	101 4633301	90.00
			WH-06/17-PEST CONTROL	70.00	101 4633301	70.00
			PAC-06/17-PEST CONTROL	50.00	402 4650301	50.00
			CH-06/17-PEST CONTROL	140.00	101 4633301	140.00
			CDR ST-06/17-PEST CONTROL	90.00	101 4651301	90.00
			LUC-06/17-PEST CONTROL	75.00	101 4633301	75.00
			LBP-06/17-PEST CONTROL	95.00	101 4636301	95.00
				747.00		747.00
7388390	06150	DIRECTV	MOAH-06/17-BUSINESS INFO	44.99	101 4315651	44.99
7388391	05178	E-POLY STAR INC	TOTL-TRASH BAGS(18 CASES)	1,123.61	101 4688222	1,123.61
			OMP-TRASH BAGS(16 CASES)	998.76	101 4634406	998.76
				2,122.37		2,122.37
7388392	06380	EWING IRRIGATION PRODUCTS, INC	LMS-HYDRO-MAXX/T-NEX/TURFACE	1,089.76	101 4632404	1,089.76
			OMP-FIELD PAINT	540.14	101 4634404	540.14
				1,629.90		1,629.90
7388393	C6890	E Z DIRECT, INC	2017 SUMMER OUTLOOK(81077)	1,677.60	101 4305253	1,006.56
					101 4643253	671.04
				1,677.60		1,677.60
7388394	00617	FEDERAL EXPRESS CORPORATION	EXPRESS MAILINGS	113.47	101 1110000	45.04
					101 2185902	49.53
					101 4780212	18.90
				113.47		113.47
7388395	07981	FRABER PROPERTIES II LLC	CP16003-SENIOR CNTR RENOVATION	40,000.00	261 11BS025924	40,000.00
7388396	07369	FRONTIER COMMUNICATIONS CORP	05/28-06/27/17-CIRCUIT SVC	358.22	101 4315651	358.22



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7388397	03430	GRAINGER	GLOVES/TOE GUARDS/EAR PLUGS	1,971.03	203 4752209	1,971.03
			SAFETY GLASSES(20)	68.30	203 4752209	68.30
			SAFETY GLASSES(30)	234.24	203 4752209	234.24
				<u>2,273.57</u>		<u>2,273.57</u>
7388398	00822	H W HUNTER, INC	IGNITION SWITCH-EQ3814	19.66	480 4755207	19.66
			MODLE/SLNOID/TRN SRVC-EQ7505	1,430.17	480 4755207	1,430.17
				<u>1,449.83</u>		<u>1,449.83</u>
7388399	07044	HARTMAN, BRETT D	SEED COLLECTION/DISPERSAL	3,950.60	224 13EV001924	3,950.60
7388400	D3626	INLAND EMPIRE REG CMPSTNG AUTH	NSC-COMPOST DELIVERY	335.00	101 4635404	335.00
7388401	D4004	J P POOLS	EPL-REPLACED LEDS/GASKETS	1,317.84	101 4631670	1,317.84
			TBP-SPLASH PAD MAINTENANCE	1,120.00	101 4631670	1,120.00
				<u>2,437.84</u>		<u>2,437.84</u>
7388402	01419	JOHNSTONE SUPPLY	AHP-FILTERS/BELTS	38.56	101 4631403	38.56
			JRP-BELTS/FILTERS	119.77	101 4631403	119.77
				<u>158.33</u>		<u>158.33</u>
7388403	C8411	JULIE SUTTON PHOTOGRAPHY	PHOTOGRAPHY SERVICES	152.25	101 4100205	152.25
7388404	D1903	KERN MACHINERY INC-LANCASTER	OMP-GATOR KEYS(4)	19.05	101 4631207	19.05
			LMS-MOWER REEL/GUIDES/COUPLNGS	498.11	101 4632207	498.11
			HOOD/BRKE PADS/HDLGHT-EQ5850	584.84	101 4635207	584.84
			LMS-COUPILING REPLACEMENT	7.81	101 4632207	7.81
			LMS-BLOWERS(2)	924.32	101 4632230	924.32
				<u>2,034.13</u>		<u>2,034.13</u>
7388405	01137	KINGSLEY GLASS COMPANY	LMS-INSTALL DOORS	3,183.00	213 12BS014924	3,183.00
7388406	C7873	LANCASTER AUTO MALL ASSOC	06/17-AUTO MALL SIGN EXPENSES	930.67	101 4540340	930.67
7388407	1203	LANCASTER PLUMBING SUPPLY	VALVE	437.48	101 4633403	437.48
7388408	D3426	LAW OFFICES CHRISTOPHER RAMSEY	CLAIM #046-15/CLGL-1351A1	2,950.00	109 4330300	2,950.00
			CLAIM #021-15/CLGL-1372A1	9,216.00	109 4330300	9,216.00
				<u>12,166.00</u>		<u>12,166.00</u>
7388409	08085	MARKETWARE TECHNOLOGIES INC	POSER CASES(3)	4,632.15	101 2175000	(373.10)
					402 4650205	5,005.25
				<u>4,632.15</u>		<u>4,632.15</u>
7388410	C3715	LEXISNEXIS MATTHEW BENDER	EMPLOYMENT LAW DESKBOOK	350.80	101 4320206	350.80
7388411	08209	MAYOL, JOSE & HELEN	RFND-BL #RH-000025	16.00	101 2401000	16.00
7388412	C8380	MC CORMICK ELECTRIC & CONST	OMP-TICKET BOOTH REPAIRS	945.00	101 4634402	945.00

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			CH-RESET CHARGING AMPS	90.00	101 4633301	90.00
				1,035.00		1,035.00
7388413	C1198	MC PHERSON CONSULTING	WH-KEYPAD BATTERY REPLACEMENT	76.95	101 4633402	76.95
			EDP-ALARM SYSTEM INSPECTION	105.00	101 4631402	105.00
			STP-ALARM SYSTEM INSPECTION	70.00	101 4631402	70.00
				251.95		251.95
7388414	07662	MEDLIN JR, RICK A	ZELDAS-PERF-MUSIC-05/25/17	170.00	402 4652251	170.00
7388415	1397	METRO FLOORS	CONNECTION/ADHESIVE/SEAM SEALR	1,625.00	101 4636402	1,625.00
			LMS-CARPET REPAIRS	634.00	101 4632402	634.00
				2,259.00		2,259.00
7388416	D3578	MINUTEMAN PRESS	LCE-00N1 WEEK 87 NOTICES	254.87	490 4370213	254.87
			LCE-00N2 WEEK 87 NOTICES	135.41	490 4370213	135.41
			LCE-CCEA POLOS(27)	1,140.06	490 4370205	1,140.06
				1,530.34		1,530.34
7388417	05773	MORRISON WELL MAINTENANCE	NSC-05/17-BACTERIOLOGICAL TEST	200.00	101 4635301	200.00
7388418	31007	MOTION INDUSTRIES, INC	HYD HOSE ENDS(7)-EQ3773	334.77	203 4752207	334.77
7388419	D1167	MUNICIPAL CODE CORPORATION	06/17-05/18-WEB HOSTING	157.37	101 4110360	157.37
7388420	D1296	N B S	CANNABIS CULTIVATN FEE ANLYSIS	2,357.50	101 4200301	2,357.50
7388421	07509	NAPA AUTO PARTS	WINDOW REGULATOR-EQ1724	70.96	101 4761207	70.96
			ORING KT/GRN ORING(2)-EQ3814	7.29	480 4755207	7.29
			FUEL VAPOR CANISTER-EQ3412	39.55	203 4752207	39.55
			CRDT-WNDW RGLTR EXCHG-EQ1724	(0.91)	101 4761207	(0.91)
			ICP SENSOR-EQ4327	266.33	483 4785207	266.33
			BRAKE PADS-EQ5707	69.14	101 4634207	69.14
				452.36		452.36
7388422	D2822	NATIONAL CINEMEDIA, LLC	THEATR/FLIGHT ADS-2/24-4/27/17	77.98	101 4680225	48.37
					101 4688222	29.61
			THEATER ADS-05/19-06/15/17	662.00	101 4680225	410.67
					101 4688222	251.33
				739.98		739.98
7388423	06704	NIGHT OWLS	MAY 17-WELLNESS WEBSITE SUPPRT	350.00	106 4100770	350.00
7388424	C3052	OXFORD INN AND SUITES	PAC-LDGNG-SEMI TND-04/12-13/17	661.72	402 4650257	661.72
			PAC-LODGING-MCT-04/30-05/06/17	527.38	402 4650257	527.38
			PAC-LODGING-MCT-04/30-05/06/17	527.38	402 4650257	527.38
				1,716.48		1,716.48
7388425	05509	P A R S	04/17-REP FEES	4,814.15	101 4320301	4,814.15

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7388426	05741	P P G ARCHITECTURAL FINISHES	OMP-FIELD PAINT	89.00	101 4634404	89.00
			OMP-FIELD PAINT	89.00	101 4634404	89.00
			PAINT	5,974.67	203 4752502	5,974.67
			ROLLERS/TOWELS/CANVAS DROPS	971.46	482 4752502	971.46
			TOTL-PAINT	178.00	101 4688222	178.00
			NSC-PAINT	941.56	101 4635404	941.56
				<u>8,243.69</u>		<u>8,243.69</u>
7388427	06984	PACIFIC DESIGN & INTEGRATION	05/17-BROADCAST MANAGER SVCS	4,501.00	101 4305302	4,501.00
7388428	06681	PACIFIC ENERGY ADVISORS, INC	05/17-LCE CONSULTING SERVICES	21,254.46	490 4370301	21,254.46
			05/17-LCE CONSULTING SERVICES	1,025.00	491 4370001	1,025.00
			05/17-LCE CONSULTING SERVICES	10,796.95	491 4370002	10,796.95
				<u>33,076.41</u>		<u>33,076.41</u>
7388429	07554	PACIFIC PRODUCTS AND SVCS LLC	TELESPARS/ANCHORS/SLEEVES	9,712.81	203 4785455	9,712.81
7388430	A7601	PARKVIEW PARTNERSHIP	RFND-PF 2017 PARKING LICENSE	1,000.00	101 4682222	1,000.00
7388431	05602	PETROLEUM EQUIPMENT CONST SRV	HOSES(3)	517.61	101 4753402	133.02
					101 4753402	384.59
				<u>517.61</u>		<u>517.61</u>
7388432	05780	PLUMBERS DEPOT, INC	WHEELS/POLE ASSEMBLYS-EQ3989	1,293.01	480 4755207	1,293.01
7388433	D4061	PONY HIGH PRODUCTIONS	MOAH-CEDARFEST JUROR-RR	200.00	101 4644301	200.00
7388434	07287	PRINTING BOSS	KIOSK WRAP DESIGN/INSTALLATION	538.21	101 4680225	538.21
			CS-POST CARDS(1000)	130.50	101 4680225	130.50
			MONDAY NIGHT BITEZ-BANNER	489.17	101 4641251	489.17
			BANNERS(211)	1,285.43	101 4660251	1,285.43
				<u>2,443.31</u>		<u>2,443.31</u>
7388435	04361	PROTECTION ONE	LMS-06/17 ELEVATOR MONITORING	33.77	101 4632301	33.77
7388436	05747	RICK SHIPP TRUCK & EQUIP REPR	SHOP LABOR/SUPPLIES-EQ3775	411.50	203 4752207	411.50
7388437	05943	ROBERTSON'S	CONCRETE	406.51	484 4752410	406.51
7388438	06575	ROCKET MEDIA	INCUBATOR VINYL INSTALL	300.00	101 4636402	300.00
7388439	D2003	S C A P	CW-2017/18 MEMBERSHIP DUES	538.00	480 4755206	538.00
7388440	D3947	S G A CLEANING SERVICES	LMS-ELEVATR LOBBIES FLR CLNING	635.00	101 4632402	635.00
			LMS-SINK/TOILET REPAIRS	438.00	101 4634402	438.00
			LMS-SINK REPAIRS	350.00	101 4632402	350.00
			RDP-DUMPSTER ENCLOSURE REPAIRS	365.00	101 4634402	365.00
			WPL-OFFICE FAN REPLACEMENT	560.00	101 4631402	560.00
			BATTING CAGE RMVL/REPAIRS	430.00	101 4646402	430.00

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				2,778.00		2,778.00
7388441	03962	SAFETY KLEEN	HAZ WASTE PARTS WASHER	140.44	101 4753657	140.44
7388442	A8260	SAGE STAFFING	PUBLIC SAFETY STFF-05/22-26/17	820.60	101 4820301	820.60
			GWD-CAP ENG STFF-5/29-6/2/17	644.80	209 12ST032924	322.40
					209 12ST036924	322.40
				1,465.40		1,465.40
7388443	08126	SECURITY DEFENDERS	MTNC-SECURTY SVCS-4/29-5/31/17	2,750.80	203 4752301	2,750.80
7388444	D2568	SEQUOIA PACIFIC SOLAR I, LLC	CH-05/17(105798.37 KWH)	10,579.84	101 4633652	10,579.84
			MTNC YD-05/17(51567.6 KWH)	5,156.76	101 4633652	5,156.76
			OMP-05/17(31308.72 KWH)	3,130.87	101 4634652	3,130.87
			PAC-05/17(43000.24 KWH)	4,300.02	402 4650652	4,300.02
			LMS-05/17(54280.88 KWH)	5,428.09	101 4632652	5,428.09
				28,595.58		28,595.58
7388445	08215	SHAKE, NICOLAS	MOAH-CEDARFEST JUROR	200.00	101 4644301	200.00
7388446	05934	SHI INTERNATIONAL CORP	VGA ADAPTERS(40)	658.59	109 4315291	658.59
			PORT REPLICATORS(15)	2,104.97	109 4315291	2,104.97
			HP PROBOOKS(15)	13,205.25	109 4315291	13,205.25
			SYSTEM MEMORY CARDS(17)	2,329.43	109 4315291	2,329.43
			MICROSOFT PRJCT LICENSES(5)	1,935.30	101 4701259	1,935.30
			VSPHERE SOFTWARE LICENSES(8)	4,796.12	101 4315302	3,569.28
					101 4315402	1,226.84
			SERVERS(2)	8,599.95	109 4315291	8,599.95
			LED MONITOR	446.44	109 4315291	446.44
			GRAPHICS CARDS(18)	2,890.64	109 4315291	2,890.64
				36,966.69		36,966.69
7388447	01816	SMITH PIPE & SUPPLY INC	OMP-ROTORS/POP UPS	371.17	101 4634404	371.17
			PBP-CONTROL SOLENOID	70.39	101 4631404	70.39
			PBP-POP UPS/BUSHINGS	183.47	101 4631404	183.47
			OMP-WIRE REELS/NOZZLES	150.66	101 4634404	150.66
			OMP-ROTORS(12)	303.41	101 4634404	303.41
			NSC-ROTORS(12)	303.41	101 4635404	303.41
			OMP-FERTILIZER(80 BAGS)	1,852.90	101 4634404	1,852.90
			CH-NOZZLES(25)	15.42	101 4633404	15.42
			NSC-ROTORS(36)	910.24	101 4635404	910.24
			PBP-POP UPS/HOSES	289.71	101 4631404	289.71
			AHP-VALVES(2)	166.25	101 4631404	166.25
			OMP-ROTORS(12)	303.41	101 4634404	303.41
			CH-SPINKLER HEADS(25)	15.42	101 4633404	15.42
			AHP-ROTORS(10)	422.25	101 4631404	422.25
				5,358.11		5,358.11
7388448	07393	SOLARWINDS, INC	SOLARWINDS LICENSE RENEWLS(16)	1,280.00	101 4315302	1,280.00

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7388449	06429	STANTEC CONSULTING SRVCS INC	CP16002-BLVD/30-40 E DSGN SVCS	3,770.69	206 12ST033924	3,770.69
7388450	05413	STATEWIDE TRAFFIC SAFETY/SIGNS	SOLAR POWERED SPEED SIGN	1,336.91	483 4785461	1,336.91
7388451	A0390	STOVER SEED COMPANY	NSC-SEED(1000 LBS)	1,576.88	101 4635404	1,576.88
7388452	D2143	STREAMLINE AUDIO VISUAL, INC	CS-SOUND TECHS/EQPMNT-6/16/17	1,570.00	402 4650602	1,570.00
7388453	D2316	STUART, CAROL	06/17-CONSULTING SVCS	5,000.00	306 4542301	5,000.00
7388454	C7028	SUN BADGE CO	ENAMEL BADGE	108.60	101 4545259	108.60
7388455	05703	SUPERIOR ALARM SYSTEMS	06/17-MONTHLY MONITORING	45.00	101 4633301	45.00
7388456	07125	T & B PLANNING INC	11/16-AVANTI PLAN-PROF SVCS	5,387.23	101 2185718	5,387.23
			12/16-AVANTI PLAN-PROF SVCS	20,558.50	101 2185718	20,558.50
			02/17-AVANTI PLAN-PROF SVCS	1,937.03	101 2185718	1,937.03
			03/17-AVANTI PLAN-PROF SVCS	7,488.90	101 2185718	7,488.90
			04/17-AVANTI PLAN-PROF SVCS	6,071.68	101 2185718	6,071.68
				<u>41,443.34</u>		<u>41,443.34</u>
7388457	04399	THE HOME DEPOT CREDIT SERVICES	PAINT/GLOVES/PAINT ROLLRS/TAPE	346.23	480 4755403	346.23
7388458	07266	THOMAS, JOSH	REIMB-PRKNG-PACIFC BCH-6/16/17	84.00	101 4640270	84.00
7388459	D3099	TPX COMMUNICATIONS	06/17-TELEPHONE SERVICE	10,241.25	101 4315651	10,144.44
					490 4370651	96.81
				<u>10,241.25</u>		<u>10,241.25</u>
7388460	D4104	TROUTMAN SANDERS LLP	04/17-LEGAL SERVICES-RFI/RFP	3,937.50	490 4370303	3,937.50
7388461	06949	U S C FOUNDATION	07/17-06/18-MEMBERSHIP RENEWAL	120.00	482 4752200	120.00
7388462	C4011	UNITED RENTALS	NSC-SOD CUTTR RNTL-06/02/17	157.69	101 4635602	157.69
			PROPANE(8.3 GALS)	40.17	101 4688222	40.17
			PROPANE(3.2 GALS)	15.49	101 4688222	15.49
				<u>213.35</u>		<u>213.35</u>
7388463	05551	UNITED SITE SRVCS OF CA,SO DIV	FENCE RENTAL-05/25-06/21/17	19.58	101 4633404	19.58
7388464	D3370	VERIZON WIRELESS	05/17-WIRELESS SERVICE	1,844.40	101 4315651	1,844.40
7388465	04496	VULCAN MATERIAL WESTERN DIV	ASPHALT	6,613.21	209 12ST035924	6,613.21
			ASPHALT	6,156.23	209 12ST035924	6,156.23
			ASPHALT	3,205.53	209 12ST035924	3,205.53
			COLD MIX	140.94	203 4752410	140.94
				<u>16,115.91</u>		<u>16,115.91</u>
7388466	31026	WAXIE SANITARY SUPPLY	OMP-T PPR/GLVS/DSNFCTNT/CLNR	1,882.77	101 4634406	1,882.77



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			KLEENEX(9 CASES)	213.86	101 4633406	213.86
			RDP-TRSH BGS/CLNRS/T PPR/GLVS	703.00	101 4634406	703.00
				<u>2,799.63</u>		<u>2,799.63</u>
7388467	C6406	WELLS, KATHY	KW-PR DM-SAN FRAN-06/26-27/17	111.00	490 4370201	111.00
7388468	2350	WHALEN, BRIAN	BW-REIMB-TOTL-BEVERAGES/ICE	54.13	101 4688222	54.13
7388469	08210	WINE RESOURCES INC	RFND-CUP 17-14 APPLICATION FEE	2,740.00	101 3203100	2,740.00
7388470	2400	XEROX CORPORATION	05/17-COPIER LEASE-GYA 112199	1,983.71	101 4310254	1,983.71
7388471	04627	Z A P MANUFACTURING INC	REFURBISHED SIGNS(81)	2,464.49	203 4785455	2,464.49
7388472	2501	ZUMAR INDUSTRIES, INC	STREET SIGNS(11)	593.34	203 4785456	593.34
7388473	1214	L A CO SHERIFF'S DEPT	04/17 LAW ENFORCEMENT SVCS	2,017,080.50	101 4820354	1,846,758.88
					101 4820357	170,321.62
				<u>2,017,080.50</u>		<u>2,017,080.50</u>
7388474	03154	SO CA EDISON	05/01/17-06/01/17	230,202.08	483 4752652	21.17
					483 4755660	230,180.91
				<u>230,202.08</u>		<u>230,202.08</u>
7388475	05449	ACCELA, INC	USER SUBSCRIPTIONS(26)	60,128.64	101 4315302	60,128.64
7388476	03790	CRAFCO	PAVEMENT RESTORATN/CRACK SEALR DISK/TIP ADPTR/SHROUD-EQ3315	98,901.09	209 4761753	98,901.09
				144.82	203 4752207	144.82
				<u>99,045.91</u>		<u>99,045.91</u>
7388477	07234	T C F EQUIPMENT FINANCE	FLEET VEHICLE LEASES(7)	54,518.53	104 4753762	54,518.53
7388478	2003	TIP TOP ARBORISTS, INC	EMERGENCY TREE RMVL/TRIMMING VARIOUS TREE TRIMMINGS/REMOVAL	4,994.00	101 4634267	4,994.00
				46,760.75	203 4636267	46,760.75
				<u>51,754.75</u>		<u>51,754.75</u>
7388479	05834	VENCO WESTERN, INC	05/17-PERIMETER AREAS MTNC	24,448.14	203 4636264	24,448.14
			05/17-LMD MAINTENANCE	43,217.02	482 4636402	43,217.02
			05/17-LANC BUSINESS PARK MTNC	3,626.23	482 4636401	3,626.23
			LMD IRRIGATION REPAIRS	629.97	203 4636404	629.97
			LMD IRRIGATION REPAIRS	1,589.51	203 4636404	1,589.51
			LMD IRRIGATION REPAIRS	1,010.87	203 4636404	1,010.87
				<u>74,521.74</u>		<u>74,521.74</u>
7388480	03672	A T & T	06/07-07/06/17 TELEPHONE SVC	1,312.53	101 4820651	1,312.53
7388481	01708	BLUE CROSS OF CALIFORNIA	07/17 RETIREE HEALTH INSURANCE	41,345.47	101 1200000	958.66
					109 1101000	(1,005.42)
					109 1200000	41,392.23
				<u>41,345.47</u>		<u>41,345.47</u>

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7388482	08187	C F E E	ANNUAL BOARD MEMBER CONTRIBUTN	18,000.00	490 4370206	18,000.00
7388483	C2060	CA WATER SERVICE COMPANY	05/12/17-06/14/17 WATER SVC	1,221.51	482 4636654	1,221.51
7388484	08212	CASAGRANDE, DENNIS	ROAD EASEMENT PAYMENT	2,000.00	209 15ST026924	2,000.00
7388485	07641	DURON, ROBERT M	CS-PERF-MUSIC-07/06/17	500.00	101 4680225	500.00
7388486	07715	E C M C	LEVY PROCEEDS	30.27	101 2159000	30.27
7388487	07151	ELEGANT AFFAIRS	ZELDAS-CRDT CD TPS-06/15-17/17	257.25	402 2176000	257.25
7388488	02108	FRANCHISE TAX BOARD	TAX WITHHOLDING ORDER	70.00	101 2159000	70.00
7388489	02108	FRANCHISE TAX BOARD	TAX WITHHOLDING ORDER	100.00	101 2159000	100.00
7388490	02108	FRANCHISE TAX BOARD	TAX WITHHOLDING ORDER	155.00	101 2159000	155.00
7388491	07597	GUARDIAN LIFE INSURANCE CO	07/17-EMPLOYEE LIFE INSURANCE	8,118.05	101 1200000 101 1200000 101 1200000	544.79 3,215.53 4,357.73
				<u>8,118.05</u>		<u>8,118.05</u>
7388492	1296	L A CO CLERK-ENVIRO FILINGS	NOD:CUP 17-06	75.00	101 4782361	75.00
7388493	C9175	L A CO TAX COLLECTOR	TAX LIEN-15/49851102	979.33	306 4542301 306 4542409	21.95 957.38
				<u>979.33</u>		<u>979.33</u>
7388494	C9175	L A CO TAX COLLECTOR	TAX LIEN-14/49851273	1,145.71	306 4542409	1,145.71
7388495	D2910	LEGACY EDUCATION, LLC	RFND-CLEANING DEP-06/21/17	700.00	101 2107000 402 3405127 402 3405300 402 3405304	3,035.00 (1,095.00) (1,210.00) (30.00)
				<u>700.00</u>		<u>700.00</u>
7388496	08222	MEDINA, YESENIA & DAVID	RFND-RNTL HOUSING INSPECTN FEE	103.00	101 3102401	103.00
7388497	C6895	SACRED HEART SCHOOL	RFND-RNTL DEP-OMP-6/13/17	100.00	101 2182001	100.00
7388498	03154	SO CA EDISON	04/11/17-06/22/17 ELECTRIC SVC	5,106.58	101 4633652 101 4636402 203 4636652 363 4542770 363 4542771 482 4636652 483 4785652 483 4785660	1,766.69 229.09 130.17 8.78 38.36 282.70 61.97 179.64

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				5,106.58	485 4755652	2,409.18 5,106.58
7388499	1907	SO CA GAS COMPANY	05/17/17-06/16/17 GAS SVC	324.20	101 4631655 101 4633655 101 4634655 101 4635655	2.02 241.03 51.43 29.72 <u>324.20</u>
7388500	06384	VOYAGER FLEET SYSTEMS INC	VOYAGER FLEET SYSTEMS 06/24/17	978.84	101 2602000	978.84
7388501	06209	WAGeworks	05/17-FSA ADMIN FEES	445.99	101 2170213 101 2170213 101 2170214	38.97 383.28 23.74 <u>445.99</u>
7388502	C9804	A D T SECURITY SERVICES, INC	07/17-ALARM MONITORING	209.00	101 4631301 101 4633301 101 4634301 101 4635301 402 4650301	54.00 22.00 52.00 27.00 54.00 <u>209.00</u>
7388503	00116	A V ENGINEERING	MEDICAL CORRIDOR DEVELOPMENTS MEDICAL CORRIDOR DEVELOPMENTS WC-RESIDENTIAL IN FILL	1,225.00 8,205.00 1,500.00 <u>10,930.00</u>	361 4541900 361 4541900 361 4541900	1,225.00 8,205.00 1,500.00 <u>10,930.00</u>
7388504	01039	A V FORD LINCOLN MERCURY	MOTOR ASY-EQ2300	31.14	101 4641207	31.14
7388505	C0523	A V HISPANIC CHAMBER OF COMMRC	JUNE 2016 LUNCHEON(2 TICKETS)	40.00	101 4305205	40.00
7388506	03854	A V JANITORIAL SUPPLY	PBP-T PPR/TWLS/CN LNR/DSNFCTNT PBP-T PAPER/CAN LINR/DISNFCTNT	1,172.74 911.69 <u>2,084.43</u>	101 4631406 101 4631406	1,172.74 911.69 <u>2,084.43</u>
7388507	00107	A V PRESS	05/17-ADVERTISING 06/17-ADVERTISING	3,044.00 1,858.40 <u>4,902.40</u>	330 4755251 331 4755785 330 4755251 330 4755251	1,534.00 1,510.00 708.40 1,150.00 <u>4,902.40</u>
7388508	08181	ALLSTAR CABLE PRODUCTS INC	TRAFFIC SIGNAL CABLE TRAFFIC SGNL CABLE/BLDG WIRE	1,959.68 1,400.70 <u>3,360.38</u>	483 4785665 483 4785665	1,959.68 1,400.70 <u>3,360.38</u>
7388509	D1663	AMERICAN IRON WORK	LMS-HELMET SHELVING FABRICATN	695.00	101 4632402	695.00
7388510	D3147	AMERICAN PLUMBING SERVICES,INC	LMS-BACKFLOW TESTS LMS-UNCLOG SINK	200.00 118.75	101 4632301 101 4632402	200.00 118.75



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			LMS-WATER HEATER REPAIRS	95.00	101 4632402	95.00
			OMP-AVTA RESTROOM REPAIRS	203.05	207 4634402	203.05
				<u>616.80</u>		<u>616.80</u>
7388511	00163	AMERICAN PUBLIC WORKS ASSN	MD-MEMBERSHIP RENEWAL	237.50	101 4761206	237.50
7388512	04190	AMERIPRIDE SERVICES	ZELDAS-LINEN RENTALS	129.29	402 4652251	129.29
			UNIFORM CLEANINGS	78.15	101 4753209	78.15
			ZELDAS-LINEN RENTALS	129.29	402 4652251	129.29
				<u>336.73</u>		<u>336.73</u>
7388513	02693	ANDY GUMP, INC	AIR-RESTROOM RNTLS-03/20-27/17	2,186.27	101 4680225	2,186.27
7388514	05179	ARAMARK UNIFORM SVCS	UNIFORM CLEANINGS	110.01	480 4755209	110.01
7388515	07665	B K I	LCE-05/17-PROFESSIONAL SVCS	11,711.00	490 4370301	7,824.56
					490 4370319	3,886.44
				<u>11,711.00</u>		<u>11,711.00</u>
7388516	06699	BOOKER, MELVIN JR	ZELDAS-PERF-MUSIC-06/15/17	200.00	402 4652251	200.00
7388517	06992	BREMER WHYTE BROWN & O'MEARA	CLAIM #011-15/CLGL-1328A1	533.20	109 4330300	533.20
			CLAIM #020-15/CLGL-1334A1	514.05	109 4330300	514.05
			CLAIM #062-15/CLGL-0002A2	8,724.80	109 4330300	8,724.80
			CLAIM #062-15A/CLGL-0003A2	8,755.30	109 4330300	8,755.30
			CLAIM #048-15/CLGL-0004A2	7,286.87	109 4330300	7,286.87
				<u>25,814.22</u>		<u>25,814.22</u>
7388518	04827	C & M OVERHEAD DOORS, INC	MTNC YD-SHOP DOOR REPAIR	100.00	101 4753402	100.00
7388519	08187	C F E E	2017 ENERGY CONFERENCE	1,700.00	490 4370205	1,700.00
7388520	05412	CA SHOPPING CART RETRIEVAL	05/17-SHOPPING CART RETRIEVAL	1,620.50	203 4751402	1,620.50
7388521	03475	CLARK AND HOWARD	TOWING FEE-EQ5832	50.00	101 4634207	50.00
7388522	08122	COHEN VENTURES INC	LCE-05/17-PROFESSIONAL SVCS	902.50	490 4370301	902.50
7388523	D3965	CRAGOE PEST SERVICES, INC	LMS-TURFGRASS	750.00	101 4632402	750.00
7388524	05844	DAVID EVANS AND ASSOCIATES INC	CP14014-5TH ST E IMPROVEMENTS	192.14	210 15ST055924	192.14
7388525	A9377	DAVIS COMMUNICATIONS	40 ANNIVERSARY DESIGN SVCS	3,879.55	101 4305301	3,879.55
			LCE-POSTCARD DESIGNS	1,545.00	490 4370213	1,545.00
				<u>5,424.55</u>		<u>5,424.55</u>
7388526	A0925	DESERT HAVEN ENTERPRISES	05/17-NSP1 MONTHLY SERVICE	674.16	363 4542770	674.16
			05/17-567 JACKMAN-MAINTENANCE	224.72	306 4542682	224.72
				<u>898.88</u>		<u>898.88</u>

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7388527	00414	DESERT LOCK COMPANY	CH-KIOSK KEYS(4) NSC-KEYS(4)	86.30 8.70 <u>95.00</u>	101 4633403 101 4635403	86.30 8.70 <u>95.00</u>
7388528	06421	DIESEL EMISSIONS SERVICE	DPF DIAGNOSTIC(4)  CDTI GASKETS(2)-EQ3770 CDTI GASKETS(2)-EQ3769	1,119.15  730.47 730.47 <u>2,580.09</u>	203 4752207 203 4752207 203 4752207 203 4752207 203 4752207	279.79 279.79 279.79 279.78 730.47 <u>730.47</u> <u>2,580.09</u>
7388529	C0293	EAST, MARY PAULINE	06/17-CONTRACT SERVICES	5,250.00	101 4621308	5,250.00
7388530	06380	EWING IRRIGATION PRODUCTS, INC	LMS-FUNGICIDE LMS-FERTILIZER(3 BAGS) LMS-GROWTH REGULATOR LMS-CLEAT CLEANER	1,068.41 391.75 437.57 115.14 <u>2,012.87</u>	101 4632404 101 4632404 101 4632404 101 4632404	1,068.41 391.75 437.57 115.14 <u>2,012.87</u>
7388531	D0535	FIELD, ROBERT SR	RF-REIMB-SWRCB CERT RENEWAL	60.00	480 4755311	60.00
7388532	07226	FLYERS ENERGY LLC	UNLEADED(5030)/DIESEL(2383)	16,163.62	101 1620000	16,163.62
7388533	06677	FORZA CONSTRUCTION INC	45339 GENOA-BOARD UP/PAINT	6,644.00	306 4542682	6,644.00
7388534	07809	FRANCIS, WALTER	LCE-NEM PAYOUT	120.10	101 2140000	120.10
7388535	05478	G W S AUTOMOTIVE EQUIPMENT	ROTARY REPAIRS	215.00	101 4753402	215.00
7388536	C9194	GAIL MATERIALS	LMS-TRUCKING SVCS	1,875.78	101 4632404	1,875.78
7388537	04721	GET TIRES, INC	TIRES(16)-EQ3988	3,565.05	480 4755207	3,565.05
7388538	D0903	GOOD, DAVID	DG-PR DM-SCOTTSDALE-07/5-8/17	206.50	203 1200000	206.50
7388539	02536	GRACE RESOURCES CENTER	05/17-CDBG SHELTER PRGRM 05/17-YEAR ROUND SHELTER PRGRM	15,826.41 3,103.79 <u>18,930.20</u>	361 4541776 261 4542771	15,826.41 3,103.79 <u>18,930.20</u>
7388540	D3912	GREEN CHARGE NETWORKS	MOAH-04/17-ELECTRIC	253.28	101 4633652	253.28
7388541	C7507	HAECKER, NICHOLAS	NH-PR DM-SCOTTSDALE-04/5-8/17	206.50	203 1200000	206.50
7388542	07954	HAITBRINK ASPHALT PAVING INC	IB1604-2017 TRAFFIC CALMNG-RET	4,344.88 <u>4,344.88</u>	210 15ST056924 232 15ST056924	1,594.88 <u>2,750.00</u> <u>4,344.88</u>
7388543	07268	HIGH DESERT BROADCASTING	PF/PW-04/17-ADS	880.00	101 4682222	520.00

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				880.00	101 4810205	360.00 880.00
7388544	A2594	INTERSTATE BATTERY SYS OF A V	BATTERIES(2)-EQ3772	226.00	484 4752207	226.00
7388545	C8411	JULIE SUTTON PHOTOGRAPHY	IMAGE RETOUCHING SERVICE	16.31	101 4100205	16.31
7388546	D1903	KERN MACHINERY INC-LANCASTER	OIL/LOCK PINS-EQ5831	54.81	101 4634207	54.81
7388547	1203	LANCASTER PLUMBING SUPPLY	NSC-REGAL KITS/RUBBER WASHERS	27.88	101 4635403	27.88
7388548	1217	LANCASTER SCHOOL DISTRICT	PW-TRANSPORTATION-05/25/17	1,021.16	106 4752225	1,021.16
7388549	D3426	LAW OFFICES CHRISTOPHER RAMSEY	CLAIM #017-16/CLGL-1377A1	5,667.03	109 4330300	5,667.03
7388550	C0485	LAWSON, VERN	VL-PR DM-LAS VEGAS-05/21-24/17	224.00	101 4320256	224.00
7388551	05599	LEE, WATSON W S	05/17-FINGERPRINT ANALYSIS	952.98	101 4820301	952.98
7388552	04351	LYN GRAFIX	UNIFORM POLOS(12)	261.00	101 4660209	261.00
7388553	05732	MARATHON INDUSTRIES, INC	BODY REPAIR-EQ3781	2,212.36	203 4752207	2,212.36
7388554	02270	MELDON GLASS	PAC-DOOR HANDLE BOLTS(6) CDR ST-PLEXI GLASS PUTTY	40.00 98.00 <u>138.00</u>	402 4650403 101 4651403	40.00 98.00 <u>138.00</u>
7388555	D3578	MINUTEMAN PRESS	LCE-00N1 WEEK 88 NOTICES LCE-NOTICES POSTAGE(17669) LCE-NOTICES POSTAGE(26784) LCE-NOTICES POSTAGE(2618)	201.07 4,295.67 6,873.93 826.91 <u>12,197.58</u>	490 4370213 490 4370212 490 4370212 490 4370212	201.07 4,295.67 6,873.93 826.91 <u>12,197.58</u>
7388556	07509	NAPA AUTO PARTS	HYDRAULIC FILTER-EQ4372 AC EXPANSION VALVE-EQ2300 A/C COMPRESSOR-EQ3818 BREAK SHOES/SEAL-EQ3389 CONNECTORS(2)-EQ4372 BRAKE CYLINDER-EQ3389 BENDER/BREAK LINE-EQ3389	132.24 25.56 189.25 29.45 10.01 107.24 22.48 <u>516.23</u>	203 4785207 101 4641207 203 4752207 203 4752207 203 4785207 203 4752207 203 4752207	132.24 25.56 189.25 29.45 10.01 107.24 22.48 <u>516.23</u>
7388557	07634	NEVAREZ, GABE	GN-REIMB-FLOOR CLEANER	25.06	480 4755403	25.06
7388558	06148	NIK-O-LOK, INC	COIN LOCK TOKENS(10 BAGS)	99.00 <u>99.00</u>	101 2177000 101 4633402	(1.00) <u>100.00</u> 99.00
7388559	05741	P P G ARCHITECTURAL FINISHES	NSC-PAINT	283.77	101 4635404	283.77

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7388560	C3613	PACIFIC ENVIRONMENTAL	CLEARANCE INSPECTION SVCS	900.00	363 4542770	900.00
7388561	05998	PAVING THE WAY FOUNDATION	CMMNTY SPPRT/GOOD CTZNSHP PRGM	432.00	399 4820776	432.00
			CMMNTY SPPRT/GOOD CTZNSHP PRGM	1,776.00	399 4820776	1,776.00
				<u>2,208.00</u>		<u>2,208.00</u>
7388562	VOID					
7388563	02257	QUALITY SURVEYING, INC	CP16009-2016 PVMNT MNGMNT PRGM	6,250.00	203 12ST034924	4,512.50
					209 12ST035924	1,737.50
				<u>6,250.00</u>		<u>6,250.00</u>
7388564	05864	QUINN COMPANY	HYDRA FILTER/ELEMENT-EQ3777	223.17	203 4752207	223.17
7388565	D3947	S G A CLEANING SERVICES	LMS-REPLACE TOILET/REPAIR SINK	455.00	101 4632402	455.00
			LMS-URINAL REPAIR/WELD DOOR	363.00	101 4632402	363.00
			WP-PAINT ROOF	995.00	101 4631402	995.00
				<u>1,813.00</u>		<u>1,813.00</u>
7388566	A8260	SAGE STAFFING	PUBLIC SFTY STFF-05/29-06/02/17	634.10	101 4820301	634.10
			GWD-CAP ENG STAFF-06/05-09/17	806.00	209 12ST032924	403.00
					209 12ST036924	403.00
			PUBLIC SAFETY STFF-06/05-09/17	820.60	101 4820301	820.60
				<u>2,260.70</u>		<u>2,260.70</u>
7388567	06664	SEA SUPPLY	NSC-VANDAL MARK REMOVR(7 CANS)	52.37	101 4635406	52.37
7388568	05149	SIERRA DOOR SYSTEMS	EPL-ROLLING DOOR MAINTENANCE	1,548.00	261 12ZZ003924	1,548.00
			NSC-DOOR REPAIRS	477.00	101 4635402	477.00
				<u>2,025.00</u>		<u>2,025.00</u>
7388569	05952	SINCLAIR PRINTING COMPANY	SUMMER 2017 OUTLOOK(63310)	27,204.90	101 4305253	3,707.26
					101 4305253	12,615.68
					101 4643253	2,471.51
					101 4643253	8,410.45
				<u>27,204.90</u>		<u>27,204.90</u>
7388570	01816	SMITH PIPE & SUPPLY INC	LMS-NOZZLES/POP UPS	87.98	101 4632404	87.98
7388571	C3376	SOUTHERN CA A S A	TEAM REGISTRATIONS(121)	1,452.00	101 4641270	1,452.00
7388572	06429	STANTEC CONSULTING SRVCS INC	CP1410-RFQ 646-16 MULTI YEAR	1,780.00	220 4761301	1,780.00
7388573	05590	STUDIO EQUIPMENT RENTALS INC	LMS-ROLLER RNTL-05/18-19/17	150.00	101 4632602	150.00
7388574	08005	T B X EMPLOYEE BENEFITS LLC	04/17-TELEMED	878.50	101 2170216	878.50
			05/17-TELEMED	895.18	101 2170216	882.00
					101 4310121	13.18
				<u>1,773.68</u>		<u>1,773.68</u>

# City of Lancaster Check Register



From Check No.: 7388331 - To Check No.: 7388598

From Check Date: 06/18/17 - To Check Date: 07/01/17

Printed: 7/6/2017 11:23

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
7388575	07372	THE MODERN TEA ROOM, LLC	06/17-LUNCH MTNG CATERINGS	274.78	101 4100205	75.00
					101 4540340	199.78
				<u>274.78</u>		<u>274.78</u>
7388576	2009	THE TIRE STORE	SERVICE/TUBES(2)-EQ3737	72.38	203 4752207	72.38
			SEVICE CALL/TUBE-EQ3737	119.75	203 4752207	119.75
			REPAIR-EQ3782	35.00	203 4752207	35.00
				<u>227.13</u>		<u>227.13</u>
7388577	C5522	THOMSON REUTERS-WEST PMT CENT	05/17-INFORMATION CHARGES	492.82	101 4400301	492.82
			05/17-INFORMATION CHARGES	265.34	101 4820301	265.34
			LIBRARY PLAN-05/05/17-6/04/17	22.78	101 4400301	22.78
				<u>780.94</u>		<u>780.94</u>
7388578	C0683	TORRES, JOE	JT-PR DM-SCOTTSDALE-07/5-8/17	206.50	483 1200000	206.50
7388579	02977	TURBO DATA SYSTEMS INC	05/17-PARKNG CITATN PROCESSING	6,893.87	101 4810301	6,893.87
			05/17-ADMIN CITATN PROCESSING	2,815.92	101 4310301	2,815.92
				<u>9,709.79</u>		<u>9,709.79</u>
7388580	31009	UNIVERSAL ELECTRONIC ALARMS	LMS-ANNUAL FIRE ALARM TEST	2,560.00	101 4632402	2,560.00
7388581	05834	VENCO WESTERN, INC	06/17-LMD MAINTENANCE	37,320.00	101 4631402	18,750.00
					101 4634402	9,570.00
					101 4635402	9,000.00
				<u>37,320.00</u>		<u>37,320.00</u>
7388582	C2434	VINSA INSURANCE ASSOCIATES	ECOSTAR POLICY FY17/18	29,982.00	203 1200000	29,982.00
7388583	04496	VULCAN MATERIAL WESTERN DIV	COLD MIX	136.37	203 4752410	136.37
7388584	06146	W A THOMPSON DISTRIBUTING CO	PAC/ZELDAS-BEVERAGES	1,092.70	402 4650251	850.70
					402 4652251	242.00
				<u>1,092.70</u>		<u>1,092.70</u>
7388585	D2816	WASTE MANAGEMENT OF A V	NEIGHBORHD-CLEANUP-AVE H8/36 E	1,477.91	330 4755402	1,477.91
			COMMUNITY CLEANUP-AVE K/47 W	675.86	330 4755402	675.86
				<u>2,153.77</u>		<u>2,153.77</u>
7388586	31026	WAXIE SANITARY SUPPLY	CAN LINER/T PAPER/TOWELS/GLOVES	747.57	101 4688222	747.57
7388587	C7367	WINE WAREHOUSE	PAC/ZELDAS-BEVERAGES	832.08	402 4650251	724.08
					402 4652251	108.00
				<u>832.08</u>		<u>832.08</u>
7388588	07040	YOUNG'S MARKET COMPANY, LLC	PAC/ZELDAS-BEVERAGES	397.51	402 4650251	357.76
					402 4652251	39.75
				<u>397.51</u>		<u>397.51</u>



# City of Lancaster Check Register



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From Check Date: 06/18/17 - To Check Date: 07/01/17

Printed: 7/6/2017 11:23

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
7388589	01708	BLUE CROSS OF CALIFORNIA	07/17 EMPLOYEE HEALTH INS	116,008.97	101 1200000	29,126.07
					101 1200000	78,629.94
					109 1200000	8,252.96
				<u>116,008.97</u>		<u>116,008.97</u>
7388590	1215	L A CO WATERWORKS	04/13/17-06/20/17 WATER SVC	60,785.02	101 4631654	8,471.72
					101 4633654	208.58
					101 4634654	26,745.54
					101 4636402	735.08
					203 4636654	4,594.97
					482 4636654	20,029.13
				<u>60,785.02</u>		<u>60,785.02</u>
7388591	06344	AERO VIEW LLC	07/17-LEAPS SERVICES	89,991.00	101 1200000	89,991.00
7388592	06716	CEDRO CONSTRUCTION, INC.	2016 SEWER MANHOLE REPAIR-FIN	106,905.09	480 17SR004924	106,905.09
7388593	05934	SHI INTERNATIONAL CORP	COMPUTER TOWERS(80) HP WORKSTTNS/GRPHC/MEMRY CRDS	63,945.00	109 4315291	63,945.00
				25,831.76	109 4315291	25,831.76
				<u>89,776.76</u>		<u>89,776.76</u>
7388594	1916	STRADLING, YOCCA, CARLSON, RAUTH	04/17-LEGAL SERVICES	18.86	991 4540303	18.86
			04/17-LEGAL SERVICES	2,795.40	490 4370303	2,795.40
			04/17-LEGAL SERVICES	7,934.00	101 4400303	7,934.00
			04/17-LEGAL SERVICES	5,984.00	101 4400303	5,984.00
			04/17-LEGAL SERVICES	49,363.34	101 4400303	82.50
				101 4400303	441.60	
				101 4400303	878.50	
				101 4400303	1,444.60	
				101 4400303	1,944.10	
				101 4400303	2,321.80	
				101 4400303	5,261.60	
				101 4400303	11,852.80	
				101 4400303	16,866.28	
				209 15ST026924	2,788.19	
				811 4100303	652.16	
				830 4300303	162.49	
				830 4300303	343.50	
	830 4300303	687.26				
	830 4300303	727.96				
	830 4300303	2,812.00				
	991 4540303	96.00				
		<u>66,095.60</u>	<u>66,095.60</u>			
7388595	06220	T R C SOLUTIONS, INC	CP13018-AVE K/SR14 INTERCHANGE	152,892.72	210 15BR004924	152,892.72
7388596	A6479	TAFT ELECTRIC COMPANY	RFP 658-17-STREETLIGHT CONVRSN	131,450.55	483 4755665	131,450.55
7388597	08177	TEKWERKS	SECRTY LICNSES/WIRELSS/FIRWLL	108,244.31	101 4315291	64,548.57

# City of Lancaster Check Register



From Check No.: 7388331 - To Check No.: 7388598

From Check Date: 06/18/17 - To Check Date: 07/01/17

Printed: 7/6/2017 11:23

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
					101 4315302	25,991.24
					101 4315753	17,704.50
				<u>108,244.31</u>		<u>108,244.31</u>
7388598	07666	BEAZER HOMES HOLDING LLC	RFND-IMPACT/PARK IN LIEU FEES	102,486.00	213 3208100	29,000.00
					227 3201100	73,486.00
				<u>102,486.00</u>		<u>102,486.00</u>
Chk Count	<u>268</u>			Check Report Total	<u>4,506,297.71</u>	

# City of Lancaster Check Register



From Check No.: 101009839 - To Check No.: 101009849

From Check Date: 06/18/17 - To Check Date: 07/01/17

Printed: 7/6/2017 11:31

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
101009839	07101	CALPINE ENERGY SOLUTIONS LLC	INV #CALP2017-08PREPAY	14,000.00	490 4370653	14,000.00
101009840	07280	MARIN CLEAN ENERGY	LCE-02-03/17-RA CAPACITY PRDCT	3,750.00	490 4370653	3,750.00
101009841	07732	3 PHASES RENEWABLES INC	LCE-02/17-ENERGY/RECS	108,438.65	490 4370653	108,438.65
101009842	07172	ENERGY AMERICA, LLC	04/17-LCE ENERGY CHARGES	1,674,549.48	490 4370301	24,620.32
					490 4370653	1,649,929.16
				<u>1,674,549.48</u>		<u>1,674,549.48</u>
101009843	07936	WESTERN ANTELOPE DRY RANCH LLC	05/17-LCE ENERGY CHARGS-SPOWER	168,825.73	490 4370653	168,825.73
101009844	05945	CUTWATER INVESTORS SRVCS CORP	05/17-INVESTMENT ADVISORY SRVC	2,363.20	101 4310301	2,363.20
101009845	08118	BYD ENERGY LLC	STREETLIGHT LEDS(1441)	257,058.90	483 4755665	257,058.90
101009846	08118	BYD ENERGY LLC	RESIDENTIAL STREETLIGHTS(1440)	205,146.00	483 4755665	205,146.00
101009847	07147	CHICAGO TITLE COMPANY	PRPRTY ACQSTN-APN 3133-003-006	176,840.00	209 4540912	176,840.00
101009848	D4202	U S BANK	06/17-05/18 ADMIN FEES	1,500.00	991 4540962	1,500.00
101009849	D4202	U S BANK	06/17-05/18 ADMIN FEES	1,500.00	991 4540962	1,500.00
Chk Count	<u>11</u>		Check Report Total	<u>2,613,971.96</u>		



City of Lancaster (unaudited)

CF v7.7.0 PRODUCTION

For the Fund / Sub Fund 000 000 CITY OF LANCASTER

Void Check Report

Fund / Sub Fund 000 000

From Period To

From Check Date 06/18/2017 To 07/01/2017

Bank Dist.Code

Print system cancelled Check (Y/N) Y

Print Check voided through data entry (Y/N) Y

Report to be sequenced by: Check Number

Bank Acct ID:

**STAFF REPORT**  
**City of Lancaster**

CC 3
07/25/17
MVB

Date: July 25, 2017  
To: Mayor Parris and City Council Members  
From: Pam Statsmann, Finance Director  
Subject: **Monthly Report of Investments – June 2017**

---

**Recommendation:**

Accept and approve the June 2017 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>June 2017</u>	<u>May 2017</u>
Total Portfolio	0.97%	0.75%
Local Agency Investment Fund	0.93%	0.93%
 Total Portfolio Balance:	 \$90,344,910	 \$81,646,738

The portfolio balance increased significantly from May to June due to the receipt of RPTTF funds to pay the Successor Agency obligations from July-December 2017. Significant revenues include \$13,234,700 of RPTTF, \$2,011,300 of Sales and Use Tax, and \$690,000 of MTA funds. Some of the larger expenditures include \$2,017,081 to LA County Sheriff for law enforcement services, \$1,674,549 to Energy America’s for the purchase of energy, and \$582,291 to BYD Energy, LLC for the purchase of street light bulbs.

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 regularly 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  
June 30, 2017**

	Interest Rate	Amount	Total
<b><u>City of Lancaster</u></b>			
<b>Wells Fargo Bank</b>			
City of Lancaster Account (note 1)	0.00%	\$4,680,843	
Certificate of Deposit	0.10%	\$100,000	
<b>Bank of America</b>			<b>\$100,000</b>
Certificate of Deposit	0.05%	\$100,000	
<b>U S Bank - Safekeeping (note 2)</b>			<b>\$32,220,035</b>
Commercial Paper	0.00%	\$0	
US Treasury Notes	1.46%	\$6,860,816	
Federal Government Agencies	1.22%	\$19,068,683	
Corporate Securities	0.85%	\$6,286,580	
Cash & Equivalents	0.00%	\$3,956	
<b>California Bank &amp; Trust</b>			<b>\$100,000</b>
Certificate of Deposit	0.01%	\$100,000	
<b>Chase Bank</b>			<b>\$150,889</b>
Certificate of Deposit	0.01%	\$150,889	
<b>Mission Bank</b>			<b>\$220,974</b>
Certificate of Deposit	0.20%	\$220,974	
<b>Local Agency Investment Fund (L.A.I.F.)</b>	0.93%	\$38,299,112	<b>\$38,299,112</b>
<b>Total City of Lancaster</b>			<b>\$75,871,853</b>
<b><u>Successor Agency for the Lancaster Redevelopment Agency</u></b>			
<b>Local Agency Investment Fund (L.A.I.F.)</b>	0.93%	\$14,473,057	<b>\$14,473,057</b>
<b>Total Lancaster Successor Agency</b>			<b>\$14,473,057</b>
<b>Total Pooled Portfolio (note 3)</b>			<b>\$90,344,910</b>
<b>Weighted Average</b>	<b>0.97%</b>		

**ATTACHMENT A  
CITY OF LANCASTER  
MONTHLY REPORT OF INVESTMENTS  
June 30, 2017**

	<b>Interest Rate</b>	<b>Amount</b>	<b>Total</b>
<b>Wilmington Trust</b>			<b>\$2,460,296</b>
Lancaster Choice Energy LockBox Account	0.00%	\$2,460,296	
<b>The Bank of New York Mellon Trust Company, N.A.</b>			<b>\$1,483,822</b>
LRA & LA County Escrow Account - Government Bonds	0.00%	\$1,483,822	
<b>US Bank</b>			<b>\$8,662,355</b>
CFD 89-1 1990 Special Bonds	0.01%	\$1	
LFA CFD 89-1 1997 Special Bonds	0.25%	\$1,690	
LFA L O BONDS 1997 SERIES A & B	0.17%	\$545,136	
AD 93-3 1994 Limited Improvement Bonds	0.25%	\$454,170	
LRA Combined 2004 Fire Protection Facilities Project Bonds	0.25%	\$830,068	
LRA Combined 2004 Sheriff Facilities Prjct Refunding Bonds	0.25%	\$1,771,559	
LRA Public Capital Facilities 2010 Project Lease Revenue Bonds	0.25%	\$414,106	
LPA Solar Renewable Energy Issue of 2012A	0.25%	\$2,224,219	
SA Combined Project Areas Refunding Bonds 2015A & B	0.25%	\$12,617	
SA Combined Project Areas Refunding Bonds 2016 A-1 & A-2	0.24%	\$8,575	
SA Combined Project Areas Refunding Bonds 2016B	0.32%	\$5,436	
LFA 2016 Assessment Revenue Bonds (Streetlights Acquisition)	0.00%	\$2,391,713	
SA 2017 Tax Allocation Revenue Bonds (TARB)	0.00%	\$3,068	
<b>Total Restricted Cash/Investments Held in Trust</b>		<u><u>\$8,662,355</u></u>	
<b>Total Restricted Cash/Investments Held in Trust (note 4)</b>			<u><u>\$12,606,472</u></u>

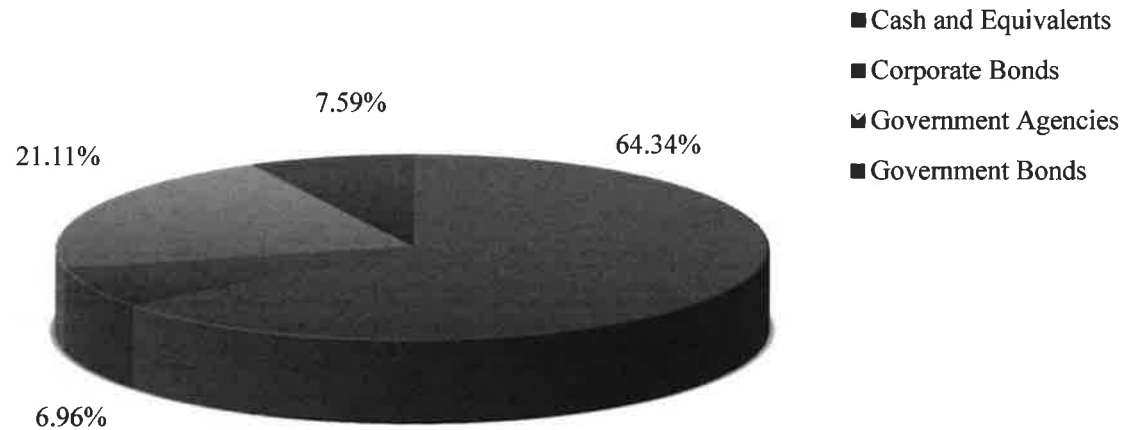
All investments are authorized pursuant to and consistent with the investment policy of the City of Lancaster. Policy adopted 01/13/2015 under resolution number 15-02.

Pamela Statsmann  
Finance Director

**City of Lancaster  
Recap of Securities Held  
June 30, 2017**

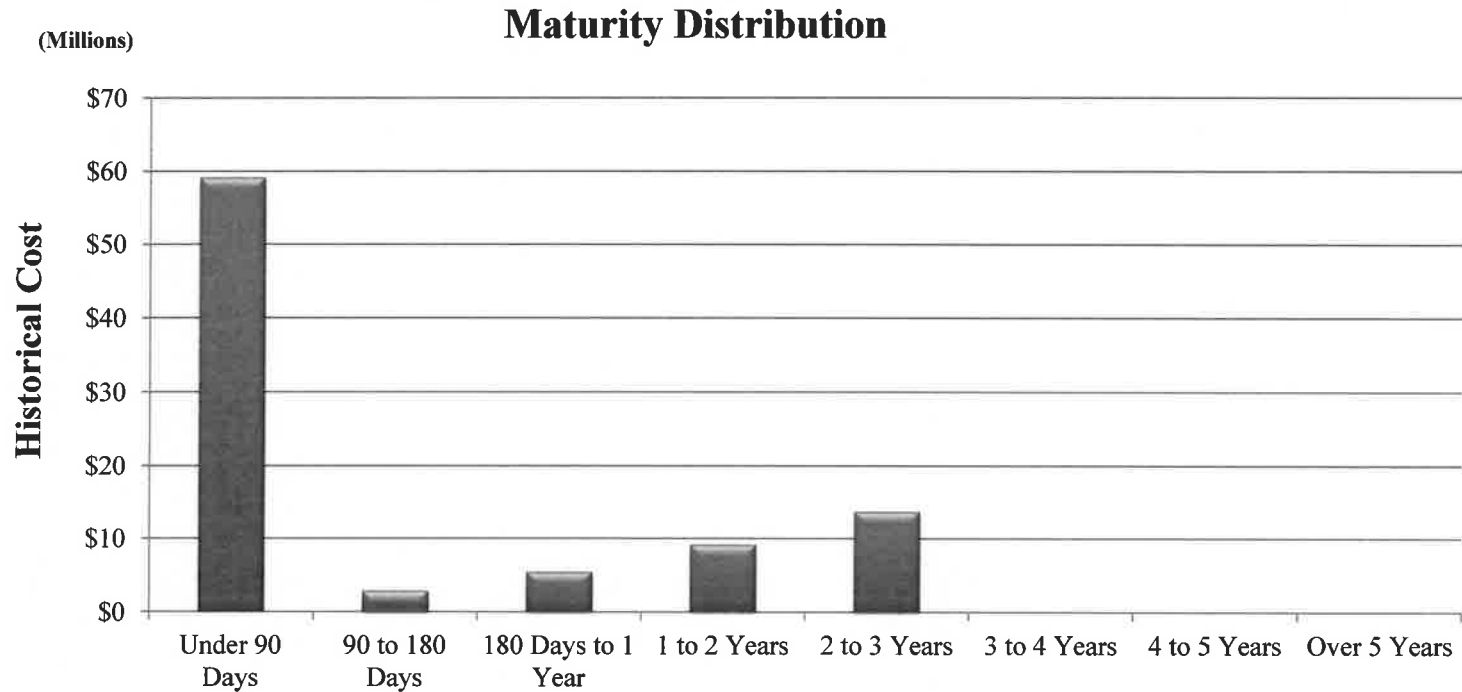
	Historical Cost	Amortized Cost	Fair Value	Unrealized Gain (Loss)	Weighted Average Effective Maturity (Days)	% Portfolio/ Segment	Weighted Average Market Duration (Years)
Cash and Equivalents	\$58,128,831	\$58,128,831	\$58,128,831	\$0	1	64.34%	0.00
Corporate Bonds	\$6,286,580	\$6,265,008	\$6,237,170	(\$27,837)	731	6.96%	1.94
Government Agencies	\$19,068,683	\$19,059,741	\$18,947,827	(\$111,914)	631	21.11%	1.59
Government Bonds	\$6,860,816	\$6,810,183	\$6,788,092	(\$22,090)	411	7.59%	1.10
<b>TOTAL</b>	<b>\$90,344,910</b>	<b>\$90,263,762</b>	<b>\$90,101,921</b>	<b>(\$161,841)</b>	<b>604</b>	<b>100.00%</b>	<b>1.55</b>

**Portfolio Diversification**



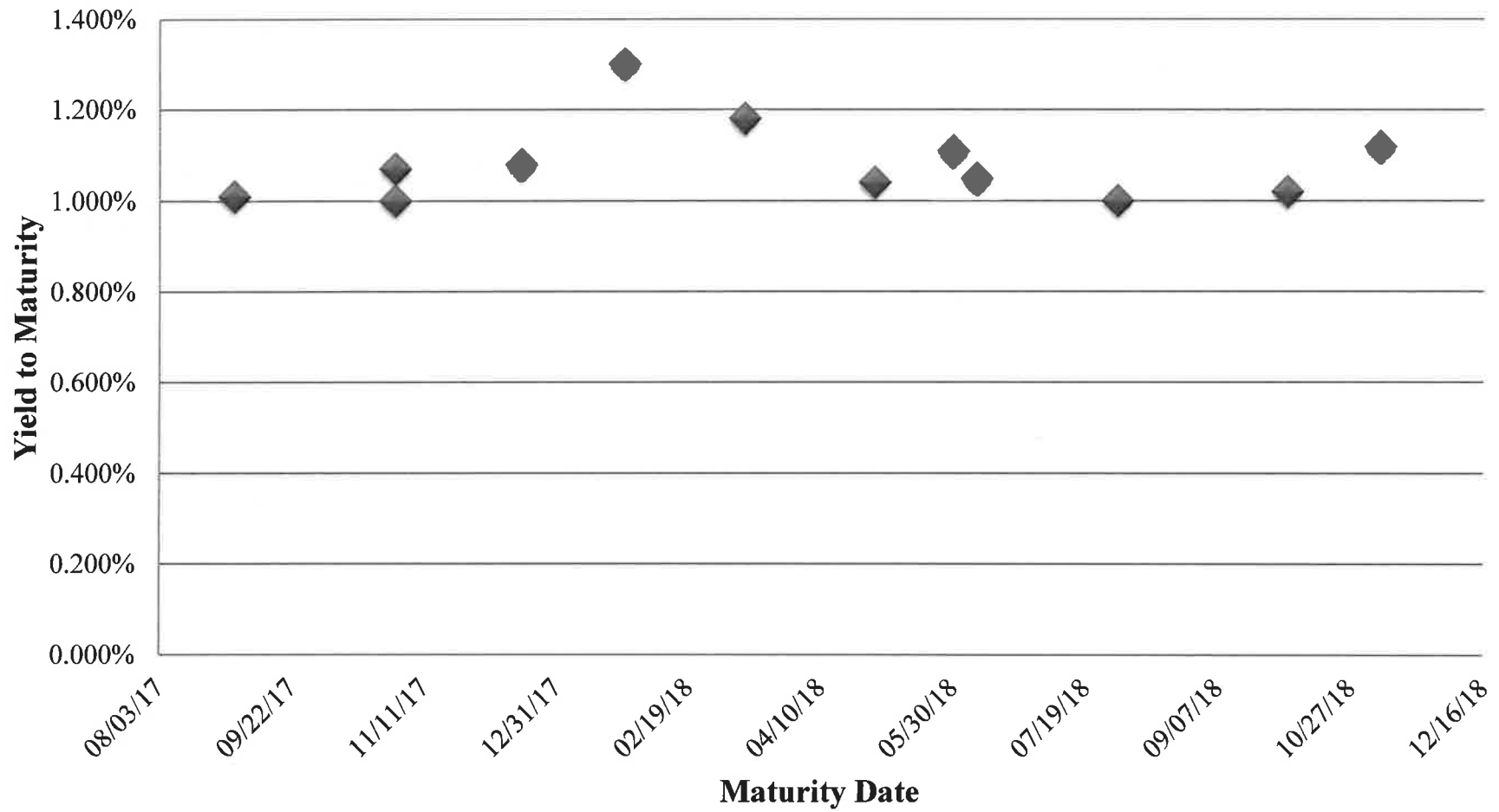
City of Lancaster  
Maturity Distribution  
June 30, 2017

Maturity	Historical Cost	Percent
Under 90 Days	\$59,156,097	65.48%
90 to 180 Days	\$2,887,619	3.20%
180 Days to 1 Year	\$5,449,924	6.03%
1 to 2 Years	\$9,161,080	10.14%
2 to 3 Years	\$13,690,191	15.15%
3 to 4 Years	\$0	0.00%
4 to 5 Years	\$0	0.00%
Over 5 Years	\$0	0.00%
	<b>\$90,344,910</b>	<b>100.00%</b>



City of Lancaster  
Securities Held  
June 30, 2017

**Securities Held**





City of Lancaster  
Cash Balances by Fund  
June 30, 2017

Fund No.	Fund Name	Ending Balance	Fund No.	Fund Name	Ending Balance
101	GENERAL FUND	\$ 22,767,607	331	STATE GRANT - OIL RECYCLING	\$ 20,517
104	CAPITAL REPLACEMENT FUND	\$ 2,423,612	349	MISC STATE GRANTS	\$ (293,357)
106	COMMUNITY SERVICES FOUNDATION	\$ 154,400	361	CDBG	\$ (507,806)
109	CITY SPECIAL RESERVES FUND	\$ (2,648,883)	363	NBRHD STABILIZATION PRGM	\$ 1,115,387
150	CAPITAL PROJECTS FUND - CITY	\$ 388,596	364	HPRP-HOMELESS PREV & RAPID REH	\$ (2,522)
203	GAS TAX	\$ 630,625	371	FEDERAL TEA	\$ 29,263
204	AQMD	\$ 174,720	381	EDA	\$ 19,494
205	PROP 1B	\$ 247,337	382	EDI	\$ 139,653
206	TDA ARTICLE 8 FUND	\$ (78,879)	383	ARRA	\$ (0)
207	PROP "A" TRANSIT FUND	\$ 3,665,234	390	OES / FEMA	\$ 276,825
208	TDA ARTICLE 3 BIKEWAY FUND	\$ 1,570	391	LANCASTER HOME PROGRAM	\$ 701,469
209	PROPOSITION "C" FUND	\$ 7,313,289	399	FEDERAL MISCELLANEOUS GRANTS	\$ (1,109,235)
210	MEASURE R FUND	\$ 5,042,167	401	AGENCY FUND	\$ 733,399
213	PARKS DEVELOPMENT FUND	\$ 796,699	402	PERFORMING ARTS CENTER	\$ (1,302,206)
217	SIGNALS - DEVELOPER FEES FUND	\$ 3,752,581	404	GRANTS FUND	\$ (291,754)
220	DRAINAGE - DEVELOPER FEES FUND	\$ 4,319,596	408	X-AEROSPACE GRANTS FUND	\$ (86,205)
224	BIOLOGICAL IMPACT FEE FUND	\$ 259,040	409	X-REIMBURSABLE GRANTS FUND	\$ 25,506
226	USP - OPERATION	\$ 2,569	456	STILL MEADOW LN SWR ASSMNT DST	\$ 11,508
227	USP - PARKS	\$ 1,098,994	480	SEWER MAINT FUND	\$ 4,833,283
228	USP - ADMIN	\$ 44,720	481	FOX FIELD LANDSCAPE MAINT DIST	\$ 435
229	USP - CORP YARD	\$ 132,620	482	LANDSCAPE MAINTENANCE DISTRICT	\$ 2,607,728
230	MARIPOSA LILY FUND	\$ 62,733	483	LIGHTING MAINTENANCE DISTRICT	\$ (2,340,197)
232	TRAFFIC IMPACT FEES FUND	\$ 2,785,175	484	DRAINAGE MAINTENANCE DISTRICT	\$ 1,559,235
248	TRAFFIC SAFETY FUND	\$ 214,094	485	RECYCLED WATER FUND	\$ (312,718)
251	ENGINEERING FEES	\$ (632,037)	486	LANCASTER POWER AUTHORITY	\$ 2,540,577
252	PROP 42 CONGESTION MANAGEMENT	\$ 499,579	490	LANCASTER CHOICE ENERGY	\$ 1,368,642
261	LOS ANGELES COUNTY REIMB	\$ 1,350,975	491	CALIFORNIA CHOICE ENERGY AUTH	\$ (21,583)
299	PRIVATE DEVELOPER REIMBURSEMEN	\$ (35,915)	701	LANCASTER FINANCING AUTHORITY	\$ 5,103
301	LANCASTER HOUSING AUTH. OPS.	\$ 3,429,821	810	ASSESSMENT DISTRICT FUND	\$ 154,596
306	LOW & MOD INCOME HOUSING	\$ 5,103,054	811	AD 93-3	\$ 604,165
315	LOCAL PRIVATE GRANTS	\$ 6,206	812	AD 92-101	\$ 87,607
320	STATE GRANTS - PARKS	\$ (6,389)	820	IFD 92-1	\$ 2
321	MTA GRANT - LOCAL	\$ (88,152)	830	CFD 89-1 EASTSIDE WATER FUND	\$ 853,305
323	STATE GRANT - STPL	\$ -	831	CFD 90-1 (BELLE TIERRA)	\$ 447,172
324	STATE GRANT - OTS	\$ (36,602)	832	CFD 91-1 (QUARTZ HILL)	\$ 770,575
327	MTA GRANT - MEASURE R	\$ (0)	833	CFD 91-2 (LANC BUSINESS PARK)	\$ 450,644
330	STATE GRANT RECYCLING	\$ (160,193)	991	REDEV OBLIGATION RETIREMENT FD	\$ 14,490,560
				<b>Total Cash Balance</b>	<b>\$ 90,559,633</b>

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

**STAFF REPORT**  
**City of Lancaster**

Date: July 25, 2017  
To: Mayor Parris and City Council Members  
From: Pam Statsmann, Finance Director  
Subject: **Approval of Special Tax Levy within Community Facilities District No. 89-1 For Fiscal Year 2017-2018**

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CC 4
07/25/17
MVB

**Recommendation:**

Adopt **Resolution No. 17-37**, authorizing and providing for the Fiscal Year 2017-2018 levy of a special tax within Community Facilities District No. 89-1, a District established to finance the acquisition and construction of regional water system improvements in various locations in the City.

**Fiscal Impact:**

No expenditure of City funds is involved since the special tax levy on land within CFD 89-1 proposed for 2017-2018 are sufficient to meet administrative costs and debt service requirements for 2017-2018 on CFD 89-1, 1990 Special Tax Bonds. Applied rates will be the same as the prior year, which are charged at the maximum tax rates.

**Background:**

CFD 89-1, otherwise known as Hillside Residential, was established to finance the construction of regional water system improvements primarily on the east side of Lancaster. Four million, eight hundred and ninety-five thousand (\$4,895,000) in Special Tax Bonds were issued.

On October 16, 1989, City Council adopted Ordinance No. 518, authorizing the levy of the special tax for CFD 89-1.

The levy of the special tax on an annual basis is required since the rate and method for special tax apportionment differentiates between developed property and undeveloped property. As homes are completed and sold by the developer, the property changes from undeveloped to developed status which carries a different tax rate for the homebuyer.

On November 16, 1992, the City Council adopted Resolution No. 92-271, ordering judicial foreclosure of delinquent Special Taxes within CFD 89-1.

On February 1, 1993, the City Council adopted Resolution No. 93-14 (amended by Resolution No. 93-38, on March 15, 1993), requiring cash payment for certain properties within CFD 89-1 who have excess Water Capacity Units (WCUs) in accordance with the Rate and Method.

On December 9, 1997, the City Council adopted Resolution No. 97-129, restructuring the district, resulting in an A Series (for performing properties) and a B Series (for non-performing properties). Bonds were issued in the amount of \$3,740,000.00 and \$2,643,889.71 respectively. The rate and method was modified at that time. This revised rate and method was used to calculate the 2016-2017 levy.

As required by Ordinance No. 518, authorizing the levy of a special tax for CFD 89-1, the City Council is required to adopt by Resolution, the special tax levy in accordance with previously adopted "Rate and Method of Special Tax Apportionment". The City's Mello-Roos administrator, Willdan has completed the Special Tax Levy Report for Fiscal Year 2017-2018.

PS:TH

**Attachments:**

Resolution No. 17-37

Special Tax Levy Report – On file in the City Clerk's Office

Exhibit A – 2017-2018 Special Tax Rates

RESOLUTION NO. 17-37

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, CALIFORNIA, AUTHORIZING AND PROVIDING FOR THE FISCAL YEAR 2017-2018 LEVY OF A SPECIAL TAX WITHIN COMMUNITY FACILITIES DISTRICT NO. 89-1, A DISTRICT ESTABLISHED TO FINANCE THE ACQUISITION AND CONSTRUCTION OF REGIONAL WATER SYSTEM IMPROVEMENTS IN VARIOUS LOCATIONS IN THE CITY

WHEREAS, the City Council of the City of Lancaster, California, (hereinafter referred to as the "legislative body"), has initiated proceedings, held a public hearing, conducted an election and received a favorable vote from the qualified electors relating to the levy of a special tax in a community facilities district, all as authorized pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982", being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California. This Community Facilities District shall hereinafter be referred to as "District"; and

WHEREAS, this legislative body, by Resolution as authorized by Section 53340 of the Government Code of the State of California, has authorized the levy of a special tax to pay for costs and expenses related to said District, and this legislative body is desirous to establish the specific rate of the special tax to be collected for the next fiscal year.

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

SECTION 1. The above recitals are all true and correct.

SECTION 2. The specific rate and amount of the special tax to be collected to pay for the costs and expenses for the next fiscal year (2017-2018) for the referenced District is hereby determined and established as set forth in the levy report.

SECTION 3. The rate as set forth above does not exceed the amount as previously authorized by Resolution of this legislative body, and is not in excess of that as previously approved by the qualified electors of the District, and is exempt from Proposition 218, Section XIID of the California State Constitution.

SECTION 4. The proceeds of the special tax shall be used to pay, in whole or in part, the costs of the following:

- A. Payment of principal of and interest on any outstanding authorized bonded indebtedness;
- B. Necessary replenishment of bond reserve funds or other reserve funds;
- C. Payment of costs and expenses of authorized public services;

- D. Repayment of advances and loans, if appropriate;
- E. Payment of District administrative costs.

The proceeds of the special taxes shall be used as set forth above, and shall not be used for any other purpose.

SECTION 5. The special tax shall be collected in the same manner as ordinary ad valorem property taxes are collected, and shall be subject to the same penalties and same procedure and sale in cases of any delinquency for ad valorem taxes, and the Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any said special tax.

SECTION 6. All monies above collected shall be paid into the Community Facilities District funds, including any bond fund and reserve fund.

SECTION 7. The Auditor of the County is hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land effected in a space marked "public improvements, special tax" or by any other suitable designation, the installment of the special tax, and for the exact rate and amount of said tax, reference is made to the levy report.

SECTION 8. The County Auditor shall then, at the close of the tax collection period, promptly render to this Agency a detailed report showing the amount and/or amounts of such special tax installments, interest, penalties and percentages so collected and from what property collected, and also provide a statement of any percentages retained for the expense of making any such collection.

PASSED, APPROVED AND ADOPTED, this 25<sup>th</sup> day of July, 2017, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

APPROVED:

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BRITT AVRIT, MMC  
City Clerk  
City of Lancaster

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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, CA, do hereby certify that this is a true and correct copy of the original  
Resolution No. 17-37, 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"

**CITY OF LANCASTER  
COMMUNITY FACILITIES DISTRICT NO. 89-1  
FY 2017/2018 SPECIAL MAX TAX RATES**

Class	Designation	FY 2016/2017 Special Max Tax Rate	FY 2017/2018 Special Max Tax Rate
1	Single Family Zoned Properties	\$330.00 per WCU	\$330.00 per WCU
2	Multiple Family Zoned Properties	\$330.00 per WCU	\$330.00 per WCU
3	Commercial Zoned Properties	\$330.00 per WCU	\$330.00 per WCU
4	Undeveloped Properties	\$330.00 per WCU	\$330.00 per WCU
5	Tax-Exempt Properties	\$0.00 per acre	\$0.00 per acre

**STAFF REPORT**  
**City of Lancaster**

CC 5
07/25/17
MVB

Date: July 25, 2017

To: Mayor Parris and City Council Members

From: Jason Caudle, Deputy City Manager  
Cathy DeFalco, Lancaster Choice Energy Manager

Subject: **Award Professional Services Agreement to Braun, Blaising, Smith & Wynn, PC**

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**Recommendation:**

Award a professional services agreement with Braun, Blaising, Smith & Wynn, PC (“BBSW”), in the amount not to exceed \$350,000.00 for Regulatory Legal Representation, and authorize the City Manager, or his designee, to sign all documents.

**Fiscal Impact:**

\$350,000.00; sufficient funds are available in the Lancaster Choice Energy (“LCE”) budget. A portion of the cost for these services will be paid for through revenue collected by California Choice Energy Authority.

**Background:**

BBSW provides regulatory legal services. These services include representing the City of Lancaster, LCE, and California Choice Energy Authority (“CCEA”) before the California Public Utilities Commission (“CPUC”). BBSW advises staff regarding pending and/or anticipated CPUC matters, rate cases, and rule changes that may affect LCE’s and/or CCEA’s interests. They also assist in the preparation and submission of required regulatory compliance filings at the CPUC and the California Energy Commission.

Therefore, staff requests approval to award an agreement to BBSW in the amount not to exceed \$350,000.00 for legal services.

CD:ef

**Attachment:**

Professional Services Agreement – Braun, Blaising, Smith & Wynn, PC



AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES (this "AGREEMENT") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between the CITY OF LANCASTER, a municipal corporation and charter city (the "OWNER"), and Braun Blaising Smith & Wynn, PC (the "CONSULTANT").

RECITALS

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

**REGULATORY LEGAL REPRESENTATION**

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

NOW, THEREFORE, the parties agree as follows:

1. **Parties.**

The parties to this AGREEMENT are:

- A. OWNER: City of Lancaster.
- B. CONSULTANT: Braun Blaising McLaughlin Smith & Wynn, PC

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.

OWNER                      Mark Bozigian  
                                    City Manager  
                                    City of Lancaster  
                                    44933 North Fern Avenue  
                                    Lancaster, California 93534  
                                    (661) 723-6035

CONSULTANT              Scott Blaising  
                                    Braun Blaising McLaughlin Smith & Wynn, PC  
                                    915 L Street, Suite 1270  
                                    Sacramento, CA 95814  
                                    (916) 682-9702

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. **No Guarantee of Result.** CONSULTANT does not guarantee any particular result arising out of CONSULTANT's representation of OWNER. OWNER acknowledges and agrees that any comments CONSULTANT makes about potential outcomes, including any timetables, budgets, or fee estimates, are expressions of opinion only, are neither promises nor guarantees, and are not binding.

5. **Description of Work.** OWNER hereby engages CONSULTANT, and CONSULTANT accepts such engagement, to perform professional legal services set forth in the "Scope of Services" attached hereto as Exhibit "A". CONSULTANT shall perform and complete, in a manner satisfactory to OWNER, all work and services set forth in the Scope of Services. The Lancaster Choice Energy Director or his or her 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 Lancaster Choice Energy Director, or his or her designee.

6. **Obligations of the OWNER.**

A. The total compensation to be paid by OWNER to CONSULTANT for all work and services described in the Scope of Services is not to exceed \$ 350,000. CONSULTANT'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.

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

7. **Obligations of the CONSULTANT.**

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

B. CONSULTANT 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.

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

9. **Hold Harmless and Indemnification.** CONSULTANT agrees to indemnify and hold harmless the OWNER, its officers and employees, from and against any and all claims, losses, obligations, or liabilities whatsoever, including reasonable Attorney's fees, incurred in or in any manner arising out of or related to CONSULTANT'S negligent or willful wrongful acts, errors or omissions, or those of its

employees or agents. CONSULTANT agrees to defend OWNER, its officers and employees, from and against any and all claims arising from any alleged negligent or wrongful acts, errors or omissions on the part of CONSULTANT or on the part of its employees.

10. **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 Lancaster Choice Energy Director and CONSULTANT.

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

A. In the performance of this AGREEMENT, CONSULTANT 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. CONSULTANT 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 CONSULTANT for personnel to perform any services under this AGREEMENT. OWNER shall have access to all documents, data and records of CONSULTANT and its subcontractors for purposes of determining compliance with the equal employment opportunity and non-discrimination provisions of this Section.

12. **Termination for Convenience.** Either party may terminate this AGREEMENT at any time without cause by giving written notice to the other of such termination and specifying the effective date thereof. In that event, all finished or unfinished documents, research and other materials shall, at the option of the OWNER, become the OWNER's property.

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

14. **Insurance.**

A. (1) The CONSULTANT, 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:

<b>Commercial General Liability</b>	
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	
 <b>Commercial Automobile Liability</b>	
Combined Single Limit per Accident for Bodily Injury and Property Damage	\$1,000,000
 <b>Workers Compensation</b>	
As Required by the State of California	Statutory Limits
 <b>Employer's Liability</b>	
Each Accident	\$1,000,000
Bodily Injury by Disease	\$1,000,000
Each Employee	\$1,000,000
 <b>Professional Liability</b>	
Each Occurrence	\$1,000,000
General Aggregate	\$1,000,000

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 CONSULTANT's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the 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 OWNER. At the option of the OWNER, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the OWNER 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 OWNER insured entities. Any insurance or self-insurance maintained by the OWNER insured entities shall be in excess of the CONSULTANT'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 OWNER insured entities.

H. Insurance provided and maintained by CONSULTANT 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 CONSULTANT for all claims made by the OWNER insured entities arising out of any acts or omissions of CONSULTANT or its officers, employees, or agents during the time this AGREEMENT was in effect.

J. CONSULTANT shall furnish the OWNER 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 OWNER before work commences. The OWNER 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 OWNER insured entities.

L. Certificates of Insurance must be deposited with the OWNER 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 OWNER.

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

#### **REGULATORY LEGAL REPRESENTATION**

The Certificate Holders, as well as their officers, agents, servants, and employees are included as additional insured as respect to liability arising out of activities performed by or on behalf of the CONSULTANT; products and completed operations of the CONSULTANT; premises owned, occupied, or used by CONSULTANT; or automobiles owned, leased, hired, or borrowed by the CONSULTANT. (This does not apply to Professional Liability policies.)

(3) List in the “Certificate Holder” section:

The City of Lancaster, the Lancaster Successor Agency, the Lancaster Financing Authority, the Lancaster Housing Authority, the Lancaster Boulevard Corporation, the Lancaster Community Services Foundation, and the Lancaster Museum and Public Art Foundation, as well as each of their officers, agents, servants, and employees, 44933 Fern Avenue, Lancaster, California 93534.

(4) List in the “Cancellation” section:

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will mail 30 written notice (10 days written notice for non-payment) to the Certificate Holders named to the left.

M. CONSULTANT shall include all subcontractors as an insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. Subcontractors are subject to the same insurance requirements as the CONSULTANT.

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

15. **Commencement and Completion of Work.** The services of CONSULTANT commence on July 1, 2017 and will terminate, unless amended by mutual agreement of the PARTIES, on June 30, 2018.

16. **Ownership of Documents.** All reports and other documents prepared by CONSULTANT pursuant to this AGREEMENT shall become the property of OWNER. OWNER is entitled to full and unrestricted use of such contracts, drafts, correspondence, pleadings, reports and other documents.

17. **Data Provided to CONSULTANT.** OWNER shall provide to CONSULTANT, without charge, all data, including reports, records, maps and other information, now in the OWNER'S possession which may facilitate the timely performance of the work described in the Scope of Services.

18. **CONSULTANT'S Warranties and Representations.**

CONSULTANT warrants and represents to OWNER as follows:

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

B. CONSULTANT has not paid or agreed to pay any person or entity, other than a bona fide employee working exclusively for CONSULTANT, 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, OWNER 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. CONSULTANT has no knowledge that any officer or employee of the OWNER has any interest, whether contractual, noncontractual, financial, proprietary, or otherwise, in this transaction or in the business of the CONSULTANT, and that if any such interest comes to the knowledge of CONSULTANT at any time, a complete written disclosure of such interest will be made to OWNER, even if such interest would not be deemed a prohibited "conflict of interest" under applicable laws.

D. Upon the execution of this AGREEMENT, CONSULTANT 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.

19. **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.

20. **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

21. **Governing Law.**

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

22. **Effective Date.**

This AGREEMENT shall become effective as of the date set forth below on which the last of the parties, whether OWNER or CONSULTANT, executes this AGREEMENT.

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

“OWNER”  
CITY OF LANCASTER  
LANCASTER, CALIFORNIA

Approved By Department Head:

By: \_\_\_\_\_  
Jason Caudle, Deputy City Manager

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Mark V. Bozigian, City Manager

Dated: \_\_\_\_\_

"CONSULTANT"  
BRAUN BLAISING MCLAUGHLIN SMITH & WYNN, PC

By: \_\_\_\_\_  
Scott Blaising, Principal

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Britt Avrit, MMC  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney



## **EXHIBIT "A"**

### **SCOPE OF SERVICES**

The work to be performed under this contract shall include:

- Represent the City of Lancaster and Lancaster Choice Energy (collectively, "LCE"), and California Choice Energy Authority ("CCEA") before the California Public Utilities Commission ("CPUC").
- Advise LCE and CCEA regarding pending and/or anticipated CPUC matters that may affect LCE's and/or CCEA's interests.
- Advise LCE and CCEA regarding rate cases that may affect LCE's or CCEA's interests.
- Advise LCE and CCEA regarding CPUC rule changes that may affect LCE's and CCEA's interests.
- Assist LCE and CCEA in the preparation and submission of required filings at the CPUC and the California Energy Commission.

**EXHIBIT "B"**

**TERM, PAYMENT AND TIME FOR COMMENCEMENT AND COMPLETION  
CLAUSE**

Term. This Agreement shall commence on July 1, 2017. This Agreement shall continue in full force and effect until June 30, 2018 ("Term"), unless the Agreement is sooner terminated in accordance with the Terms and Conditions in the Agreement; provided, however, that the OWNER and the CONSULTANT may mutually agree in writing to extend the Term of this Agreement.

Payment. The OWNER shall compensate the CONSULTANT based upon the following hourly rate schedule:

Senior Partners	\$395
Junior Partners	\$325
Senior Associates	\$295
Junior Associates	\$250
Of Counsel	\$305-\$345
Contract Associate (As Authorized):	\$290
Law Clerk and Associates Not Admitted to Bar:	\$160

Time shall be billed in .10-hour increments.

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Scott Blaising, Principal  
**Braun Blaising Smith & WYNN PC**

**STAFF REPORT**  
**City of Lancaster**

CC 6
07/25/17
MVB

Date: July 25, 2017

To: Mayor Parris and City Council Members

From: Jeff Hogan, Development Services Director

Subject: **Award of Bid – Public Works Construction Project No. 17-008  
10<sup>th</sup> Street West Gap Closure**

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**Recommendation:**

Award **Public Works Construction Project No. 17-008, 10<sup>th</sup> Street West Gap Closure**, to Granite Construction Company of Lancaster, California, in the amount of \$2,765,571.00, plus a 15% contingency, for road widening and repair, drainage improvements, sidewalk, curb and gutter construction and repairs, street light improvements, and traffic signal improvements; and authorize the City Manager, or his designee, to sign all documents. This contract is awarded to the lowest responsible bidder per California Public Code Section 22038 (b).

**Fiscal Impact:**

\$3,180,406.65 (including 15% contingency) to be awarded; sufficient funds are available in Capital Improvements Budget Account No.'s 209-15ST026-924, 210-15ST026-924, 220-15ST026-924, 232-15ST026-924, 321-15ST026-924, and 206-15ST026-924. Associated annual maintenance costs are anticipated to be \$14,788.00.

**Background:**

The project will widen and repair the existing roadway to its available right-of-way extents with three continuous lanes in each direction, and close gaps in the mixed-flow lanes; thus, providing continuous pedestrian walkways and additional bus turnouts. The project will include a raised landscaped median, drainage improvements, sidewalk, curb, and gutter construction and repairs, street light improvements, and traffic signal improvements. Work will be performed in compliance with the City's 2014 ADA Transition Plan, which will include three (3) detectable warning systems, twelve (12) PCC curb ramps, repair of 31 linear feet of curb and gutter, and repair of 640 square feet of sidewalk, at an approximate cost of \$1,200.00, \$42,000.00, \$434.00, and \$3,200.00, respectively.

Construction for this transportation improvement project is funded in part with Los Angeles County Metropolitan Transportation Authority (Metro) 2009 Call for Projects Proposition C25 funds.

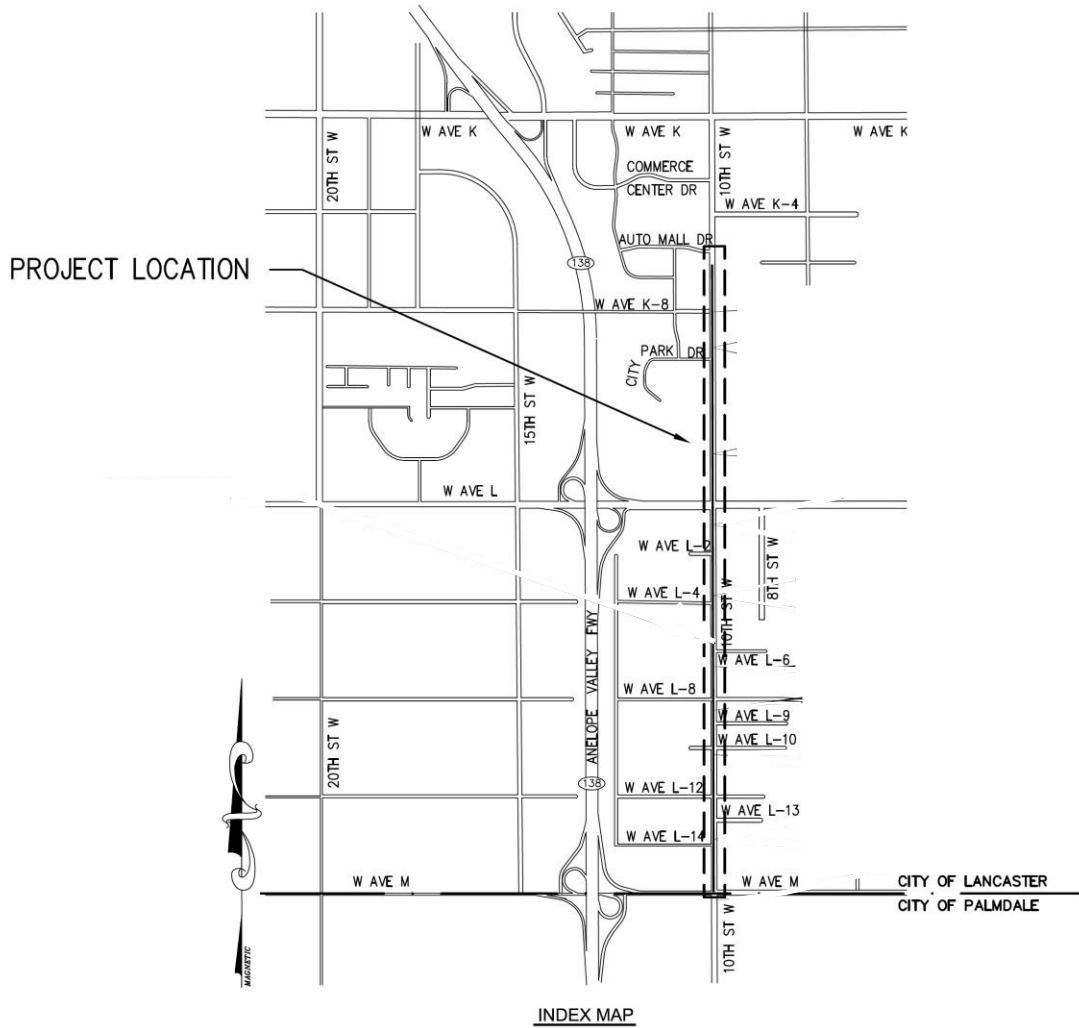
On July 11, 2017, at 11:00 a.m., the City conducted a bid opening for Public Works Construction Project No. 17-008. Four (4) sealed bid envelopes were received, opened, and read aloud. The bids were as follows:

	<u>Contractor</u>	<u>City</u>	<u>Bid Amount</u>
1.	Granite Construction Company	Lancaster	\$2,765,571.00
2.	R. C. Becker and Son, Inc.	Santa Clarita	\$2,844,738.34
3.	C. A. Rasmussen, Inc.	Valencia	\$2,870,670.00
4.	Hardy & Harper, Inc.	Santa Ana	\$4,040,000.00
	Engineer's Estimate		\$3,253,462.00

MD:tl

**Attachment:**  
Vicinity Map

# PUBLIC WORKS CONSTRUCTION PROJECT NO. 17-008 10TH STREET WEST GAP CLOSURE



**STAFF REPORT**  
**City of Lancaster**

NB 1
07/25/17
MVB

Date: July 25, 2017

To: Mayor Parris and City Council Members

From: Jason Caudle, Deputy City Manager  
Patti Garibay, Energy Manager

Subject: **Lancaster Zero Net Energy Cost Effectiveness Analysis**

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**Recommendation:**

Approve Lancaster’s Zero Net Energy (ZNE) Cost Effectiveness Analysis, which supports City Council approved Ordinance No. 1020, and submit the ordinance and cost effectiveness analysis to the California Energy Commission for approval.

**Fiscal Impact:**

None

**Background:**

In January 2016, Ordinance No. 1020 was approved by the City Council requiring that all new single-family residential units are built to zero net energy standard three years earlier than the 2020 timeframe established by the State of California. Council also approved a ZNE mitigation fee of \$1.40 per square foot of home built.

Ordinance No. 1020 provides single-family residential developers with the following three options to meet the ZNE requirement:

- 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.


The California Energy Commission (CEC) requires the submittal of a cost effectiveness analysis for local ordinances that exceed existing CEC energy code in addition to submitting an approved City Council ordinance. Staff worked with Energy Solutions for a third party review of the options developed to meet the ZNE requirement. Through Energy Solutions analysis, it was determined that all three options are cost effective. A benefit-to-cost ratio greater than 1.0 is cost effective and all three ZNE options on a 2,500 and 3,000 square foot prototype home reviewed for the analysis had a cost ratio greater than 1.74. Although not included in the analysis, the ZNE ordinance waives homebuilders from meeting existing landscaping and irrigation requirements, providing an additional savings of \$6,000 per home. Most importantly, a homeowner can also expect substantial long-term benefits in the form of energy cost savings.

The CEC review and approval process will take up to four months from the document submittal date. Ordinance 1020 will be effective immediately upon the State's approval.

**Attachment:**

Lancaster ZNE Ordinance Cost-Effectiveness Analysis

# Lancaster ZNE Ordinance Cost-Effectiveness Analysis

Completed in Collaboration with  ENERGY SOLUTIONS

## Executive Summary

This document provides further background into the methodology for the analysis conducted in support of the adoption of the ZNE ordinance by the City of Lancaster. The analysis shows that all three compliance options are cost-effective. The analysis was created using actual customer information available to Lancaster Choice Energy, the City's Community Choice Aggregator and information provided by the Building Industry Association and local homebuilders.

## Introduction

The City of Lancaster, located in California Climate Zone 14 has taken ambitious steps to reduce consumer energy costs including adopting a mandatory solar ordinance, becoming the City's energy provider and now introducing a ZNE ordinance. Lancaster was the first city in California to adopt a mandatory residential solar photovoltaic ordinance in 2014. The solar ordinance required builders to install a minimum of one kW of solar photovoltaics per home. The ordinance provided some flexibility giving builders the option of installing solar on a per home basis or aggregating their solar requirement. In the case of a 10 home development two homes would have 5 kW system and the builder's requirement would be met. In 2015, Lancaster Choice Energy (LCE) became the City's energy provider and is currently serving over 51,000 accounts annually. By becoming a Community Choice Aggregator the City of Lancaster has decreased energy costs for consumers, provided a cleaner and greener baseline product for customers<sup>1</sup> and developed a net energy program (NEM) program that supports and incentivizes solar consumers<sup>2</sup>. Lancaster also recently developed a utility scale solar project (10MW) which will provide energy to its customers. The City has been successful in its energy endeavors and believes that the ZNE ordinance is the next natural step to reduce consumer energy costs and support the State's green energy goals. The ZNE ordinance was developed through a collaborative effort with stakeholders including the Building Industry Association, local home builders, the City's Planning Commission and local solar developers.

### *Prototype Building Sizes*

The cost-effectiveness analysis was completed using building sizes that are common for Lancaster and for which data from existing buildings is available. The prototype building sizes deviate slightly from the 2,200 sq. ft. single-story and 2,700 sq. ft. two-story single family prototypes that are typically used to calculate Title 24, Part 6 cost-effectiveness. In the case of the single-story single family prototype, the electricity saving calculations available were limited to those of existing homes, with the closest size to 2,200 sq. ft.

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<sup>1</sup> LCE's baseline product is comprised of 35% renewable energy

<sup>2</sup> Overproduction is compensated at the rate of \$0.06 per kWh



prototype being 2,500 sq. ft. For the two-story homes, the average size in Lancaster is 2,900 sq. ft.; the closest size of existing home covered by the savings calculations was 3,000 sq. ft.

*Proposed and Baseline Assumptions*

The baseline was assumed to be minimally compliant with the 2016 Title 24, Part 6 Standards assuming the use of high-performance walls (HPW) and high-performance attics (HPA) options. While not part of the cost-effectiveness analysis, the baseline code requires newly constructed buildings comply with the existing landscaping and irrigation requirements of Section 17.08.110.A.12 and Section 8.30.040.B of the Lancaster Municipal Code, and the ZNE ordinance provides a waiver from this landscaping and irrigation requirement. The previously existing Solar Energy Systems ordinance in Section 15.28.020 of the Lancaster Municipal Code, specifically 1 kW of solar photovoltaics (PV) per unit for the average home, was overridden by the new Title 24 code effective on January 1, 2017, so was not accounted for in the analysis.

All three compliance options were evaluated.

*Option 1* requires a minimum of 2 watts of solar PV per sq. ft. of building floor space.

*Option 2* requires the builder to pay a mitigation fee of \$1.40/sq. ft. of building floor space. The assumption underlying this option is that the builder will opt to pay the mitigation fee as opposed to installing a solar PV system. This option is a good option if the building site is not conducive to an on-site solar PV system (e.g., roof is too small, shaded, or has a sub-optimal orientation).

*Option 3* requires a hybrid of 2 kW of solar PV and a mitigation fee of \$1.40/sq. ft. of building floor space for the remaining balance of sq. footage after accounting for the 2 watts of solar PV per sq. ft. requirement.

*Costs and Benefits of Proposed Code (Relative to Baseline Code)*

Costs

Table 1 below highlights the assumptions of costs and calculations of incremental costs between the baseline code and the three proposed code compliance pathways.

*Table 1: Costs for Baseline and Proposed Code*

<b>Baseline - Building Code (2017 Title 24 Building Code and City of Lancaster Code)</b>		
<b>Compliance with Title 24: High-Performance Attics and High-Performance Walls (prescriptive baseline)</b>		
<b>Option 1 - Install Solar PV System on-site</b>	<b>2500 square feet</b>	<b>3000 square feet</b>
<b>Requirement: W per square foot</b>	2	2
<b>Requirement: kW based on square foot</b>	5	6
Cost of PV capacity (@ \$2800/kW)	\$14,000	\$16,800
Total Incremental Cost	\$14,000	\$16,800
Cost per Square Foot	\$5.60	\$5.60

Option 2 - Mitigation Fee	2500 square feet	3000 square feet
<b>Requirement: Mitigation Fee @ \$1.40 per square foot</b>		
Solar mitigation fee to meet ZNE ordinance	\$3,500	\$4,200
Total Incremental Cost	\$3,500	\$4,200
Cost per Square Foot	\$1.40	\$1.40
Option 3 - Hybrid / Solar and Mitigation Fee	2500 square feet	3000 square feet
<b>Requirement: 2kW and Mitigation Fee @ \$1.40 per sq. foot for the balance of the watts installed and the required watts based on the square footage of each home.</b>		
2kW PV system	\$5,600	\$5,600
Solar mitigation fee to meet ZNE Ordinance	\$2,100	\$2,800
Total Incremental Cost	\$7,700	\$8,400
Cost per Square Foot	\$3.08	\$2.80

**Assumptions**

High Performance Attics & Walls

Source: Communication with builders 2016	1.5	\$/SF
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Gross PV Cost

Source: Communication with builders 2016	\$4,000	\$/kW
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Federal Tax Credit (30%)	(\$1,200)	\$/kW
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Net PV Cost	\$2,800	\$/kW
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Solar Mitigation Fee	\$1.40	\$/SF
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Benefits

The energy cost savings resulting from the three compliance options relative to the baseline code are presented below in Table 2 and Table 3 for each prototype. The energy cost savings were derived from actual utility bills from Lancaster Choice Energy customers, and includes the costs of both electricity delivery and generation. Lancaster Choice Energy was able to identify customer data and used the same sized homes in the same neighborhood with and without solar to make a comparison. The rate of cost increases over time are assumed to be canceled out by the discount rate.

The benefits do not include the cost savings of a waiver from the landscape and irrigation requirements, or the resulting decrease in water utility bills.

There is no difference in natural gas benefits as a result of the proposed ordinance, given the focus of scope on photovoltaics.

In a few cases, the monthly electricity cost for prototype buildings with solar PV is negative as a result of net metering. The negative value in April for the 2,500 sq. ft. baseline home is a result of the one-time annual California Climate Credit as prescribed by the California Public Utilities Commission enabled by the Global Warming Solutions Act of 2006.<sup>3</sup>

Table 2: Electricity Cost Savings Analysis - 2,500 Sq. ft. Prototype

	Baseline Total (Delivery & Generation)	Option 1: Total	Option 2: Total (w/ discounted generation)	Option 3: Total (minus 2kw and discounted generation)
Jan-16	\$ 105.30	\$ 50.54	\$ 82.26	\$ 60.15
Feb-16	\$ 59.34	\$ 24.18	\$ 47.21	\$ 34.07
Mar-16	\$ 83.69	\$ (16.63)	\$ 67.89	\$ 27.66
Apr-16	\$ 11.89	\$ (81.02)	\$ 1.34	\$ (35.54)
May-16	\$ 55.50	\$ (59.01)	\$ 44.16	\$ (0.51)
Jun-16	\$ 61.35	\$ (2.28)	\$ 48.70	\$ 12.49
Jul-16	\$ 124.27	\$ 7.96	\$ 101.66	\$ 55.21
Aug-16	\$ 124.19	\$ 39.20	\$ 101.76	\$ 71.21
Sep-16	\$ 141.60	\$ 34.02	\$ 116.18	\$ 78.56
Oct-16	\$ 34.06	\$ (16.07)	\$ 19.31	\$ 1.72
Nov-16	\$ 54.23	\$ 17.28	\$ 43.40	\$ 30.32
Dec-16	\$ 91.55	\$ 41.67	\$ 70.36	\$ 49.41
<b>TOTAL</b>	<b>\$ 946.97</b>	<b>\$ 39.84</b>	<b>\$ 744.20</b>	<b>\$ 384.74</b>

Table 3: Electricity Cost Savings Analysis - 3,000 Sq. ft. Prototype

	Baseline Total (Delivery & Generation)	Option 1: Total	Option 2: Total (w/ discounted generation)	Option 3: Total (minus 2kw and discounted generation)
Jan-16	\$ 160.76	\$ 79.99	\$ 134.36	\$ 102.07
Feb-16	\$ 152.71	\$ 26.90	\$ 128.22	\$ 83.90
Mar-16	\$ 132.60	\$ 9.33	\$ 110.78	\$ 61.17
Apr-16	\$ 100.60	\$ (61.76)	\$ 78.39	\$ 16.88
May-16	\$ 124.10	\$ (21.49)	\$ 103.47	\$ 47.71
Jun-16	\$ 120.88	\$ 77.18	\$ 100.25	\$ 83.65
Jul-16	\$ 233.27	\$ 121.02	\$ 191.95	\$ 154.10
Aug-16	\$ 257.90	\$ 157.27	\$ 214.31	\$ 179.86
Sep-16	\$ 182.65	\$ 29.64	\$ 145.99	\$ 96.90
Oct-16	\$ 113.24	\$ (40.06)	\$ 88.36	\$ 29.10
Nov-16	\$ 163.95	\$ 18.09	\$ 138.06	\$ 87.05
Dec-16	\$ 170.85	\$ 188.13	\$ 135.27	\$ 130.83
<b>TOTAL</b>	<b>\$ 1,913.51</b>	<b>\$ 584.24</b>	<b>\$ 1,569.38</b>	<b>\$ 1,073.22</b>

<sup>3</sup> <http://www.cpuc.ca.gov/climatecredit/>

### Results: Benefit-to-Cost Ratio

Table 4 and 5 below summarize the benefits and costs from the above section, including the annual energy cost and savings, the life-time savings, and the incremental costs. The benefit-to-cost (B/C) ratio compares the lifecycle benefits (cost savings) to the lifecycle costs. Measures that have a B/C ratio of 1.0 or greater are cost-effective. The larger the B/C ratio, the faster the measure pays for itself from energy savings. The avg. B/C ratio of the three options for the 2,500 sq. ft single-story home is 1.96, and the 3,000 sq. ft. two-story home is 2.61.

Table 4: Lifecycle Cost Impacts for 2,500 sq. ft. Prototype

	<b>Total Annual Energy Costs</b>	<b>Annual Energy Cost Savings</b>	<b>Benefit: 30-year Energy Cost Savings [A]</b>	<b>Cost: Incremental First Costs<sup>1</sup> [B]</b>	<b>Total Lifecycle (30-year) Cost Savings [C] = A – B</b>	<b>Benefit-to-Cost Ratio [D] = A/B</b>
<b>Baseline</b>	\$ 946.97					
<b>Option 1</b>	\$ 39.84	\$ 907.13	\$27,213.90	\$14,000.00	\$ 13,213.90	1.94
<b>Option 2</b>	\$ 744.20	\$ 202.77	\$ 6,083.10	\$ 3,500.00	\$ 2,583.10	1.74
<b>Option 3</b>	\$ 384.74	\$ 562.23	\$16,866.96	\$ 7,700.00	\$ 9,166.96	2.19

Table 5: Lifecycle Costs Impacts for 3,000 sq. ft. Prototype

	<b>Total Annual Energy Costs</b>	<b>Annual Energy Cost Savings</b>	<b>Benefit: 30-year Energy Cost Savings [A]</b>	<b>Cost: Incremental First Costs<sup>1</sup> [B]</b>	<b>Total Lifecycle (30-year) Cost Savings [C] = A – B</b>	<b>Benefit-to-Cost Ratio [D] = A/B</b>
<b>Baseline</b>	\$ 1,913.51					
<b>Option 1</b>	\$ 584.24	\$ 1,329.27	\$ 39,878.10	\$ 16,800.00	\$23,078.10	2.37
<b>Option 2</b>	\$ 1,569.38	\$ 344.13	\$ 10,323.90	\$ 4,200.00	\$ 6,123.90	2.46
<b>Option 3</b>	\$ 1,073.22	\$ 840.29	\$ 25,208.81	\$ 8,400.00	\$16,808.81	3.00

**STAFF REPORT**  
**City of Lancaster**

NB 3
07/25/17
MVB

Date: July 25, 2017

To: Mayor Parris and City Council Members

From: Ronda Perez, Director, Parks, Recreation and Arts

Subject: **F18 Ownership Transfer Request**

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**Recommendation:**

Authorize staff to submit an application to the State requesting ownership of the F18 Display Aircraft at the Lancaster Municipal Stadium be transferred from the National Aeronautics Space Administration (NASA) to the City of Lancaster.

**Fiscal Impact:**

One time service and handling fee not to exceed \$5,000.

**Background:**

A year after the Lancaster Municipal Stadium opened in 1996 the City obtained the loan of an F18 Aircraft from NASA, which continues to remain on display at the main entrance. In 2014, NASA completed renovations to the Aircraft, in conjunction with the City, that included cradle reinforcement and painting of the jet. Recently, NASA Armstrong Flight Research Center reached out to staff to inquire whether an asset transfer of the plane would be of interest to the City. While there is no guarantee that the transfer of ownership will be approved, submission of the application is the first step in the effort to retain this long-standing asset that will continue to be enjoyed by Stadium visitors and the community at large for years to come.

NJ:jzs

**MEMORANDUM  
CITY OF LANCASTER, CA**

TO: Mayor Parris and City Council Members

FROM: Vice Mayor Marvin Crist  
Council Member Angela Underwood-Jacobs

DATE: July 25, 2017

SUBJECT: **Report on the Activities of the Board of Directors for the Antelope Valley Transit Authority**

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**Recommendation:**

Receive a report of the proceedings and issues discussed at the May regular Board of Directors meeting of the Antelope Valley Transit Authority (AVTA).

**Background:**

The Antelope Valley Transit Authority is a distinct government entity created under a joint powers authority agreement between the City of Lancaster, the City of Palmdale, and Los Angeles County that provides public transit services. Vice Mayor Marvin Crist serves as the Chairman and Council Member Angela Underwood-Jacobs serves as a Director on the AVTA Board for the City of Lancaster.

**The following significant events took place at the regular May Board meeting:**

**Present:** Chairman Marvin Crist  
Director Angela Underwood-Jacobs  
Director Austin Bishop  
Director Michelle Flanagan

**Absent:** Vice Chair Dianne Knippel  
Director Steve Hofbauer

**Approve FY 17/18 Worker's Compensation Property and Casualty Insurance Policies under Contract #2013-022 with Vinsa, Inc.**

Authorized Executive Director/CEO to purchase insurance for an amount not to exceed \$353,000 under Contract #2013-22 with Vinsa, Inc., Lancaster, CA.  
Approved (4-0-0-2).

**Approve Proposed FY 17/18 Business Plan and Short Range Transit Plan.**

Adopted the proposed FY 17/18 Business Plan and Short Range Transit Plan.  
Approved (4-0-0-2).