



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

**Tuesday**

**January 22, 2019**

Regular Meeting – **5:00 p.m.**

Council Chambers – Lancaster City Hall

The City Clerk/Agency/Authority Secretary hereby declares the agenda was posted  
by 5:00 p.m. on Friday, January 18, 2019

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  
CITY COUNCIL/SUCCESSOR AGENCY/FINANCING/POWER/  
CALIFORNIA CHOICE ENERGY AUTHORITY  
REGULAR MEETING AGENDA  
TUESDAY, JANUARY 22, 2019**

**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**

Pastor Dorelle Arnwine, Prevailing Word

**PLEDGE OF ALLEGIANCE**

**CITY OF LANCASTER, CALIFORNIA  
CITY COUNCIL/SUCCESSOR AGENCY/FINANCING/POWER/  
CALIFORNIA CHOICE ENERGY AUTHORITY  
REGULAR MEETING AGENDA  
TUESDAY, JANUARY 22, 2019**

**COUNCIL ACTIONS**

**MINUTES**

**M 1.** Approve the City Council/Successor Agency/Financing/ Power/ California Choice Energy Authority Regular Meeting Minutes of January 8, 2019.

**CONSENT CALENDAR**

**CCEA CC 1.** Adopt **Resolution No. CCEA 01-19**, approving loan agreement between California Choice Energy Authority and River City Bank; and authorize the Executive Director, or his designee, to execute all necessary documents.

As CCEA continues to grow and provide services to additional member cities, it will be necessary to establish a revolving line of credit and cash reserve which will provide working cash flow for power purchases and related expenses. Approval of the loan agreement between the CCEA and River City Bank will fulfill cash flow requirements in CCEA's operating account and will satisfy energy counterparty reserve requirements as CCEA continues to build its own credit. The loan requires cash collateral for a period of 24 months at which time, CCEA will have established credit history with River City Bank, and collateral will no longer be needed.

**CCEA CC 2.** Adopt **Resolution No. CCEA 02-19**, adopting an Energy Risk Management Policy for the California Choice Energy Authority.

The Policy defines CCEA's general energy risk management framework and provides CCEA management with the authority to establish processes for monitoring, measuring, reporting, and controlling market and credit risks to which CCEA is exposed in its normal course of business.

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

**CC 2.** Approve the Check and Wire Registers for December 9, 2018 through January 5, 2019 in the amount of \$10,097,508.80. Approve the Check Registers as presented.

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.

**CITY OF LANCASTER, CALIFORNIA  
CITY COUNCIL/SUCCESSOR AGENCY/FINANCING/POWER/  
CALIFORNIA CHOICE ENERGY AUTHORITY  
REGULAR MEETING AGENDA  
TUESDAY, JANUARY 22, 2019**

**CC 3.** Accept and approve the December 2018, 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.** Approve increase in contract amount and extension of contract term for Measure R "Highway Equity" Program/Project Management Services with Kimley-Horn and Associates, Inc., of Los Angeles, California, by \$519,760.00 and an additional 2-year term; authorize the City Manager, or his designee, to sign all documents.

The Professional Services Agreement for Program/Project Management Services, approved on December 10, 2013, and executed on January 23, 2014, with Kimley-Horn provided the City with a Consultant that will serve as an extension of staff. This allowed the City to acquire the expertise required to design interchange and local street improvements that promote complete streets, provide context sensitive solutions, and bring a sense of place and arrival to travelers, as well as the assistance needed to process documents through the various units within Caltrans in a timely and cost effective manner. Extending the contract term will allow for continued Program/Project Management Services as the City completes Plans, Specifications, and Estimates (PS&E) for Avenue K, Avenue J, and Avenue M, and completes the Project Approval and Environmental Documents (PA&ED) for Avenue G, and Avenue L.

**CC 5.** Approve a professional services agreement with TRC Solutions, Inc., of Irvine, California, in the amount of \$2,204,742.00 with a 5% contingency, to develop the Project Plans, Specifications, and Estimates (PS&E) for Public Works Construction Project (PWCP) No. 13-018, SR-138 (SR-14) and Avenue K Interchange; authorize the City Manager, or his designee, to sign all documents. The consultant selection process was made in accordance with Government Codes 4526 and 53060.

On March 8, 2013, Los Angeles County Metropolitan Transportation Authority (LACMTA) executed Funding Agreement MOU.MR330.02, for the SR-138 (SR-14) Avenue K Interchange, granting \$15 million dollars to fund design, project development, right-of-way, and construction of interchange improvements, as well as local street improvements on Avenue K from 10<sup>th</sup> Street West to 20<sup>th</sup> Street West, and on 15<sup>th</sup> Street West between Avenue K and Avenue J-8. There are no matching fund requirements for the City. On May 13, 2014, City Council approved a professional services agreement with TRC Solutions, Inc., to develop, review and approve the Planning Phase Project Initiation Documents (PID) for the PWCP No. 13-018, SR-138 (SR-14) and Avenue K Interchange project. On January 12, 2016, City Council approved a professional services agreement with TRC Solutions, Inc., to develop the Project Approval and Environmental Document (PA&ED) for the PWCP No. 13-018, SR-138 (SR-14) and Avenue K Interchange project. The Project Approval and Environmental Document will be approved and signed on February 28, 2019.

**CITY OF LANCASTER, CALIFORNIA  
CITY COUNCIL/SUCCESSOR AGENCY/FINANCING/POWER/  
CALIFORNIA CHOICE ENERGY AUTHORITY  
REGULAR MEETING AGENDA  
TUESDAY, JANUARY 22, 2019**

- CC 6.** Acceptance of **Public Works Construction Project No. 17-016** Auto Mall Improvements
- a. Approve Change Order Number 1, and increase the total amount of the contract with Pavement Coatings Co., of Jurupa Valley, California, for Public Works Construction Project No 17-016, Auto Mall Improvements, by \$61,437.05, for a total revised contract amount of \$267,796.33, plus a 10% contingency.
  
  - b. Accept the work constructed by Pavement Coatings Co. for Public Works Construction Project No. 17-016, Auto Mall Improvements, and direct the City Clerk to file the Notice of Completion for the project. Retention on this project will be disbursed in accordance with California Public Contract Code.

On March 13, 2018, the City Council awarded Public Works Construction Project No. 17-016, Auto Mall Improvements. The project included traffic improvements to add bike lanes, provide for mid-block pedestrian crossings, all-way-stops controlled intersections, and treat the pavement surface on 12<sup>th</sup> Street West, Motor Lane, Driver's Way and Auto Mall Drive within the Lancaster Auto Mall. On-street parking and painted medians to remain. Construction of the project has been completed to the satisfaction of the Development Services Director. The project was completed on August 23, 2018. The construction quantities and the amount of payment have been approved by the Contractor and the Development Services Director.

**CITY OF LANCASTER, CALIFORNIA  
CITY COUNCIL/SUCCESSOR AGENCY/FINANCING/POWER/  
CALIFORNIA CHOICE ENERGY AUTHORITY  
REGULAR MEETING AGENDA  
TUESDAY, JANUARY 22, 2019**

**PUBLIC HEARING**

**PH 1.** Appeal of Conditional Use Permit No. 18-05, and Approval of General Plan Amendment No. 18-03 and Zone Change No. 18-03 for a Proposed Medical Cannabis Cultivation and Manufacturing Facility Located at 43511 70<sup>th</sup> Street East (Assessor’s Parcel Number (APN): 3386-007-035)

Recommendations:

- a. Adopt **Resolution No. 19-03**, upholding the Planning Commission decision by denying the appeal for Conditional Use Permit No. 18-05 to allow for the construction and operation of a 122,871 square-foot medical cannabis cultivation and manufacturing facility, and adoption of a mitigated negative declaration.
- b. Adopt **Resolution No. 19-04**, approving General Plan Amendment No. 18-03, amending the General Plan land use designation from Non-Urban Residential (NU) to Light Industrial (LI).
- c. Introduce **Ordinance No. 1054**, amending the City zoning plan for approximately 15 acres of land located at 43511 70<sup>th</sup> Street East (APN: 3386-007-035), known as Zone Change No. 18-03, from RR-2.5 (Rural Residential, minimum lot size 2.5 acres) to LI (Light Industrial).

On February 28, 2018, the Community Development Division received applications for the construction and operation of a medical cannabis cultivation facility at 43511 70<sup>th</sup> Street East. These applications included a Conditional Use Permit (CUP), General Plan Amendment (GPA), and Zone Change (ZC) requests. The proposed project would consist of a 122,871 square-foot medical cannabis cultivation and manufacturing facility to be developed in three phases. Phases I and III consist of tenant improvements to the existing 68,271 square-foot produce packing building. Phase II would consist of a 54,600 square-foot building. The Planning Commission held a public hearing on the proposed project on September 17, 2018. This public hearing was continued to the October 15, 2018, Planning Commission meeting to address architectural and design elements. On October 15, 2018, the Planning Commission voted (by a 5-0-0-0-2 vote) to approve the CUP and recommend approval of the GPA and ZC to the City Council. The appellant, Better Neighborhoods, Inc., filed an appeal of the Planning Commission’s action on October 25, 2018. The applicant’s appeal identifies questions and comments and indicates that “additional study is necessary on several issues to determine whether they might create significant environmental impacts resulting from the project, and whether feasible mitigation measures can be implemented that would reduce the identified significant impacts to less than a significant level.”

**CITY OF LANCASTER, CALIFORNIA  
CITY COUNCIL/SUCCESSOR AGENCY/FINANCING/POWER/  
CALIFORNIA CHOICE ENERGY AUTHORITY  
REGULAR MEETING AGENDA  
TUESDAY, JANUARY 22, 2019**

**COUNCIL AGENDA**

- CA 1.** Consider nomination and appointment of Dave Gomez as Deputy Mayor  
Presenter: Mayor Parris
- CA 2.** Discussion and possible adoption of the Code of Conduct and Ethics for Appointed Officials to the City's Commissions and Boards  
Presenter: Mayor Parris
- CA 3.** Consider nomination and appointment of Tierney Smith to the Antelope Valley Mosquito Abatement  
Presenter: Mayor Parris

**COUNCIL REPORTS**

- CR 1.** Council Reports

**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**

**CITY OF LANCASTER, CALIFORNIA  
CITY COUNCIL/SUCCESSOR AGENCY/FINANCING/POWER/  
CALIFORNIA CHOICE ENERGY AUTHORITY  
REGULAR MEETING AGENDA  
TUESDAY, JANUARY 22, 2019**

**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  
CITY COUNCIL/SUCCESSOR AGENCY/FINANCING/POWER/  
CALIFORNIA CHOICE ENERGY AUTHORITY  
REGULAR MEETING AGENDA  
TUESDAY, JANUARY 22, 2019**

**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. Adams v. Thomas, LASC Case No MC027683
5. Simmons v. City of Lancaster, LASC Case No. BC 615471
6. Bootleggers 2 v. City of Lancaster, LASC Case No. BS169660
7. Byrd v. City of Lancaster, LASC Case No. MC 026025
8. Smith v. Lancaster, LASC Case No. MC 027485
9. Parker v. Lancaster, LASC MC 027827
10. Kappler v. Lancaster, LASC 18STCVO4990
11. Better Neighborhoods v. Lancaster, LASC BS175020
12. 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

**ADJOURNMENT**

Next Regular Meeting:

**Tuesday, February 12, 2019 - 5:00 p.m.**

**CITY OF LANCASTER, CALIFORNIA  
CITY COUNCIL/SUCCESSOR AGENCY/FINANCING/POWER/  
CALIFORNIA CHOICE ENERGY AUTHORITY  
REGULAR MEETING AGENDA  
TUESDAY, JANUARY 22, 2019**

**MEETING ASSISTANCE INFORMATION**

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

**AGENDA ADDENDUM INFORMATION**

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

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

M 1
01/22/19
JC

**LANCASTER  
CITY COUNCIL/SUCCESSOR AGENCY/  
FINANCING/POWER/  
CALIFORNIA CHOICE ENERGY AUTHORITY  
MINUTES  
January 8, 2019**

**CALL TO ORDER**

Vice Mayor/Vice Chair Crist called the meeting of the Lancaster City Council/Successor Agency/Financing/ Power/California Choice Energy Authority to order at 5:03 p.m.

**ROLL CALL**

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

EXCUSED: Mayor/Chair Parris

On a motion by Council Member Mann and seconded by Council Member Underwood-Jacobs, the City Council/Successor Agency/Financing/Power/California Choice Energy Authority excused Mayor/Chair Parris from the meeting, by the following vote: 4-0-0-1; AYES: Malhi, Mann, Underwood-Jacobs, Crist; NOES: None; ABSTAIN: None; ABSENT: Parris

**STAFF MEMBERS:**

City Manager/Executive Director; Assistant City Manager/Deputy Executive Director; City Attorney/Agency/Authority Counsel; City Clerk/Agency/Authority Secretary; Assistant to the City Manager, Administrative and Community Services Director; Assistant Parks, Recreation and Arts Director; Development Services Director; Finance Director; Housing Director; Public Safety Director

**INVOCATION**

Pastor John Meadors, Christian Life Assembly

**PLEDGE OF ALLEGIANCE**

Deputy Mayor Dorris

Mayor Parris arrived at the meeting at this time.

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

January 8, 2019

**SA CONSENT CALENDAR**

Addressing the Successor Agency on the Successor Agency Consent Calendar:  
Fran Sereseres - discussed the future use of the properties involved.

On a motion by Vice Chair Crist and seconded by Agency Director Malhi, the Lancaster Successor Agency 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

**SA CC 1. PURCHASE AND SALE AGREEMENT WITH GAFY INVESTMENTS**

Approved the purchase and sale agreement with GAFY Investments for the sale of APN 3114-010-900.

**SA CC 2. PURCHASE AND SALE AGREEMENT WITH RESOLUTION FUND MANAGEMENT LLC**

Approved the purchase and sale agreement with Resolution Fund Management LLC for the sale of various irregular parcels located in the Fox Field Industrial Corridor.

**SA NB 1. RECOGNIZED OBLIGATION PAYMENT SCHEDULE FOR THE PERIOD JULY 1, 2019 TO JUNE 30, 2020**

It was the consensus of the Successor Agency to waive the Staff Report for this item.

On a motion by Vice Chair Crist and seconded by Agency Director Mann, the Lancaster Successor Agency Adopted **Resolution No. SA 01-19**, approving the Recognized Obligation Payment Schedule for the period July 1, 2019 to June 30, 2020 and directed staff to bring before the County of Los Angeles Consolidated Oversight Board for approval, by the following vote: 5-0-0-0; AYES: Malhi, Mann, Underwood-Jacobs, Crist; Parris; NOES: None; ABSTAIN: None; ABSENT: None

**SA NB 2. SUCCESSOR AGENCY ADMINISTRATIVE BUDGETS FOR THE PERIODS JULY 1, 2019 TO DECEMBER 31, 2019 AND JANUARY 1, 2020 TO JUNE 30, 2020**

It was the consensus of the Successor Agency to waive the Staff Report for this item.

On a motion by Vice Chair Crist and seconded by Agency Director Underwood-Jacobs, the Lancaster Successor Agency Adopted **Resolution No. SA 02-19**, approving the Successor Agency Administrative Budgets for the periods of July 1, 2019 to December 31, 2019 and January 1, 2020 to June 30, 2020, as detailed in Attachments A & B, by the following vote: 5-0-0-0; AYES: Malhi, Mann, Underwood-Jacobs, Crist; Parris; NOES: None; ABSTAIN: None; ABSENT: None

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

January 8, 2019

**M 1. MINUTES**

On a motion by Vice Mayor Crist and seconded by Council Member Malhi, 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 December 11, 2018, 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**

On a motion by Vice Mayor Crist and seconded by Council Member Underwood-Jacobs, the City Council 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

**JCC 1. APPROVED LOAN AGREEMENT BETWEEN CITY OF LANCASTER AND THE CALIFORNIA CHOICE ENERGY AUTHORITY**

City Council Recommendation:

Approved Loan Agreement between the City of Lancaster and the California Choice Energy Authority and authorized the City Mayor, or designee, to execute all necessary documents.

California Choice Energy Authority Recommendation:

Approved Loan Agreement between the City of Lancaster and the California Choice Energy Authority and authorized the Board Chairman, or designee, to execute all necessary documents.

**JCC 2. ASSIGNMENT OF PROFESSIONAL SERVICE AGREEMENTS WITH BRAUN, BLAISING, SMITH & WYNN, PC FROM CITY OF LANCASTER TO CALIFORNIA CHOICE ENERGY AUTHORITY**

City Council Recommendation:

Approved the assignment of professional services agreement with Braun, Blaising, Smith & Wynn, PC (“BBSW”) to California Choice Energy Authority (“CCEA”); and authorized the City Manager, or his designee, to execute all necessary documents.

California Choice Energy Authority Recommendation:

Accepted the assignment of professional services agreement with Braun, Blaising, Smith & Wynn, PC (“BBSW”) from City of Lancaster; and authorized the Executive Director, or his designee, to execute all necessary documents.

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

January 8, 2019

**JCC 3. AMENDMENT 3 TO ADMINISTRATIVE SERVICES AGREEMENT BETWEEN CITY OF LANCASTER AND CALIFORNIA CHOICE ENERGY AUTHORITY**

City Council Recommendation:

Approved Amendment 3 to Administrative Services Agreement with California Choice Energy Authority (“CCEA”); and authorized the City Manager, or his designee, to execute all necessary documents.

California Choice Energy Authority Recommendation:

Approved Amendment 3 to Administrative Services Agreement with the City of Lancaster (“Lancaster”); and authorized the Executive Director, or his designee, to execute all necessary documents.

**JCC 4. APPROVE SECURITY AGREEMENT, ACCOUNT CONTROL AGREEMENT, AND INTERCREDITOR AND COLLATERAL AGENCY AGREEMENT WITH RIVER CITY BANK**

City Council Recommendations:

- a. Approved Security Agreement between the City of Lancaster and River City Bank for the benefit of Power Purchase Providers, as Secured Creditors; and authorized the City Manager, or his designee, to execute all necessary documents.
- b. Approved Account Control Agreement between the City of Lancaster and River City Bank for the benefit of Power Purchase Providers, as Secured Creditors; and authorized the City Manager, or his designee, to execute all necessary documents.
- c. Approved Intercreditor and Collateral Agency Agreement between the City of Lancaster, and River City Bank; and authorized the City Manager, or his designee, to execute all necessary documents.
- d. Ratified the termination of Security Agreement, Account Control, and Intercreditor and Collateral Agency Agreements between the City of Lancaster and Wilmington Trust, National Association effective February 28, 2019; and authorized the City Manager, or his designee, to execute all necessary documents.

California Choice Energy Authority Recommendation:

Approved Intercreditor and Collateral Agency Agreement between California Choice Energy Authority, on behalf of City of Lancaster, and River City Bank; and authorized the Executive Director, or his designee, to execute all necessary documents.

**CCEA CC 1. BAYSHORE CONSULTING GROUP, INC. CONTRACT**

Awarded contract to Bayshore Consulting Group, Inc. for management, operations, and administrative services for the California Choice Energy Authority; and authorized the Board Chairman, or his designee, to execute all necessary documents.

**CC 1. ORDINANCE WAIVER**

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

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

January 8, 2019

**CC 2. CHECK REGISTERS**

Approved the Check and Wire Registers for November 11, 2018 through December 8, 2018 in the amount of \$10,432,275.13. Approved the Check Registers as presented.

**CC 3. INVESTMENT REPORT**

Accepted and approved the November 2018, Monthly Report of Investments as submitted.

**CC 4. RESOLUTION NO. 19-01**

Adopted **Resolution No. 19-01**, directing and authorizing the street name change of Avenue N to R. Lee Ermey Avenue / Avenue N, from Sierra Highway to Agena Road.

**PH 1. ECONOMIC DEVELOPMENT AGREEMENT WITH GOLDEN STATE  
PROCUREMENT COMPANY, INC.**

Mayor Parris opened the Public Hearing.

It was the consensus of the City Council to waive the Staff Report for this item.

Mayor Parris closed the Public Hearing.

On a motion by Vice Mayor Crist and seconded by Council Member Mann, the City Council adopted **Resolution No. 19-02**, approving an Economic Development Agreement with Golden State Procurement Company, Inc.; and authorized the City Manager, or his designee, to execute all related documents, by the following vote: 5-0-0; AYES: Malhi, Mann, Underwood-Jacobs, Crist, Parris; NOES: None; ABSTAIN: None; ABSENT: None

**NB 1. SHAPING TOURISM IN LANCASTER**

Council Member Mann; Angela Clayborne, Destination Lancaster Executive Director; Aleesa Pagliei, Charter Spectrum Reach and Mark Hemstreet, Lancaster Chamber of Commerce presented this item.

Discussion among the City Council and staff included discussion of the occupancy rates for local hotels. Additional discussion took place regarding the future app, the geographical span for Spectrum regarding media, and discussion of determining the reason individuals choose a particular hotel. The City Council and staff discussed the number of hotels being planned for the City. Discussion related to targeting specific audiences took place. The Mayor requested staff explore hotels as a revenue generating option for the City. Council Member Mann stated the Destination Lancaster Board is exploring adding a full time staff person to manager Destination Lancaster.

Received the presentation regarding Shaping Tourism in Lancaster.

**CR 1. COUNCIL REPORTS**

Mayor Parris discussed his intention at the January 22, 2019 City Council meeting to appoint Dave Gomez as Deputy Mayor to replace Marvin Kropke.

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

January 8, 2019

**LANCASTER HOUSING AUTHORITY**

No action required at this time.

**LANCASTER FINANCING AUTHORITY**

No action required at this time.

**LANCASTER POWER AUTHORITY**

No action required at this time.

**CITY MANAGER / EXECUTIVE DIRECTOR ANNOUNCEMENTS**

City Manager Jason Caudle thanked the City Council for the honor and opportunity to lead the organization. He introduced the new Assistant City Manager, Ronda Perez and Assistant to the City Manager, Chenin Dow and discussed the focus for the future of the organization.

**COUNCIL / AGENCY / AUTHORITY COMMENTS**

Mayor Parris stated the City Council is very supportive of reaching out to the City of Palmdale as it relates to Destination Lancaster and stated he is excited about the relationship with the City of Palmdale.

**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:

Fran Sereseres – discussed future building of hotels and apartments and stated she has been appointed to the AVTA Community Advisory Board.

David Paul – discussed concerns with the homeless and relying too heavily on certain organizations; discussed the make-up of homeless including sex-offenders and offered his assistance if needed.

Kristina Robledo – Political Science student at Antelope Valley College; asked the Mayor what motivated him to become Mayor and what plans he has for the City regarding use of land.

Nyami Bondzi-Simpson– Political Science student at Antelope Valley College; asked the City Manager what new perspective he is bringing to the City; asked about future solar panels.

Zhenghao Huang (Howard) – Political Science student at Antelope Valley College; asked the City Council why they chose to be on the City Council and asked about the relationship with Edwards Air Force Base.

Jose Castillo – Political Science student at Antelope Valley College; asked how schools are expanding in the Antelope Valley.



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

January 8, 2019

**ADJOURNMENT**

Mayor Parris adjourned the meeting at 6:08 p.m. and stated the next City Council/Successor Agency/Financing/Power/California Choice Energy Authority meeting will be held on Tuesday, January 22, 2019 at 5:00 p.m.

PASSED, APPROVED and ADOPTED this 22<sup>nd</sup> day of January, 2019, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

APPROVED:

---

BRITT AVRIT, MMC  
CITY CLERK  
AGENCY/AUTHORITY SECRETARY

---

R. REX PARRIS  
MAYOR/CHAIRMAN

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

January 8, 2019

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

CERTIFICATION OF MINUTES  
CITY COUNCIL/SUCCESSOR AGENCY/FINANCING/HOUSING/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/Housing/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**  
**California Choice Energy Authority**

CCEA CC 1
01/22/19
JC

Date: January 22, 2019

To: Chairman Parris and Authority Members

From: Jason Caudle, Executive Director

Subject: **Resolution Approving Loan Agreement Between California Choice Energy Authority and River City Bank**

---

**Recommendation:**

Adopt **Resolution No. CCEA 01-19**, approving loan agreement between California Choice Energy Authority and River City Bank; and authorize the Executive Director, or his designee, to execute all necessary documents.

**Fiscal Impact:**

Not to Exceed \$500,000.

**Background:**

In 2012, Lancaster City Council adopted Resolution 12-59 forming the California Clean Energy Authority, a Joint Powers Agreement (“JPA”) with the City of San Jacinto with the purpose of expanding solar partnerships.

On March 28, 2017, California Choice Energy Authority adopted Resolution No. CCEA 02-17, adopting the first amendment to the JPA Agreement. The amendment changed the name of the JPA to California Choice Energy Authority to better reflect the Authority’s purpose and administrative support provided to member cities for their Community Choice Aggregation (“CCA”) operational services. Currently, the cities of Lancaster, San Jacinto, Rancho Mirage, Pico Rivera, and Apple Valley are members of the California Choice Energy Authority (“CCEA”). Under CCEA’s construct, individual cities maintain the role of implementing their respective CCA programs, with CCEA providing support services, including rate analysis, billing assistance, utility relations and regulatory affairs.

As CCEA continues to grow and provide services to additional member cities, it will be necessary to establish a revolving line of credit and cash reserve which will provide working cash flow for power purchases and related expenses. Approval of the loan agreement between the CCEA and River City Bank will fulfill cash flow requirements in CCEA’s operating account and will satisfy energy counterparty reserve requirements as CCEA continues to build its own credit. The loan requires cash collateral for a period of 24 months at which time, CCEA will have established credit history with River City Bank, and collateral will no longer be needed.

JC:kw

**Attachments:**

Resolution No. CCEA 01-19  
Loan Agreement

RESOLUTION NO. CCEA 01-19

A RESOLUTION OF THE CALIFORNIA CHOICE ENERGY AUTHORITY APPROVING LOAN AGREEMENT BETWEEN CALIFORNIA CHOICE ENERGY AUTHORITY AND RIVER CITY BANK; AND AUTHORIZE THE EXECUTIVE DIRECTOR, OR HIS DESIGNEE, TO EXECUTE ALL NECESSARY DOCUMENTS.

WHEREAS, the complete and correct name of the Authority is California Choice Energy Authority ("CCEA"). The Authority is a public agency formed under the provisions of the Joint Exercise Powers Act of the State of California, Government Code section 6500 *et seq.* The Authority is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws of the State of California; and

WHEREAS, the Authority is duly authorized to transact business, having obtained all necessary filings, governmental licenses and approvals in the State of California in which the Authority is doing business; and

WHEREAS, the Authority has the full power and authority to own its properties and to transact the business in which it is presently engaged or presently proposes to engage. The Authority maintains an office at 44933 Fern Avenue, Lancaster, California. Unless the Authority has designated otherwise in writing, the principal office is the office at which the Authority keeps its books and records. The Authority will notify Lender prior to any change in the location of the Authority's state of organization or any change in the Authority's name. The Authority shall do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental or quasi-governmental authority or court applicable to the Authority and the Authority's business activities; and

WHEREAS, the Authority desires to build its own credit history as it has certain cash flow requirements in its operating account and must satisfy energy counterparty reserve requirements; and

WHEREAS, the Authority has established a Revolving Line of Credit Loan with River City Bank in the amount of \$500,000.00; and

WHEREAS, River City Bank Loan agreement requires a deposit account with a minimum balance at all times not less than \$500,000.00. Cash collateral must be maintained for a period of 24 months, at which time CCEA will have established credit history and collateral will no longer be needed.

NOW, THEREFORE, THE BOARD OF THE CALIFORNIA CHOICE ENERGY AUTHORITY, DOES HEREBY RESOLVE, DETERMINE AND ORDER, AS FOLLOWS:

Section 1. The foregoing recitals are true and correct.

Section 2. The Authority Board of Directors hereby approve and authorize Bank Loan agreement between CCEA and River City Bank.

Section 3. AUTHORIZED REPRESENTATIVES. The following named individuals are the authorized representatives of the Authority with titles and genuine signatures provided below:

NAMES	TITLES	SIGNATURE(S)
Jason Caudle	Executive Director	_____
Pamela Statsmann	Treasurer/Auditor Controller	_____

Section 4. ACTIONS AUTHORIZED. Any one (1) of the authorized representative(s) above may enter into any agreements of any nature with River City Bank (“Lender”), and those agreements will bind the Authority. Specifically, but without limitation, each of the authorized representatives is authorized, empowered, and directed to do the following for and on behalf of the Authority with respect to a loan or loans and any other financial accommodations from Lender:

**Borrow Money.** To borrow, authorize and request advances, letters of credit and other lending accommodations from time to time from Lender, on such terms as may be agreed upon between the Authority and Lender, such sum or sums of money as in its judgment should be borrowed, without limitation, pursuant to a credit agreement or otherwise.

**Execute Notes.** To execute and deliver to Lender any loan agreement, promissory note or notes, letter of credit applications, requests, or other evidence of the Authority’s credit accommodations, in form and substance acceptable to Lender, at such rates of interest and on such terms as may be agreed upon, evidencing the sums of money so borrowed or any of the Authority’s indebtedness to Lender, and also to execute and deliver to Lender one or more renewals, extensions, modifications, refinancings, consolidations, or substitutions for one or more of the notes, any portion of the notes, or any other evidence of credit accommodations.

**Grant Security.** To pledge, transfer, endorse, hypothecate, or otherwise encumber and deliver to Lender any property now or hereafter belonging to the Authority or in which the Authority now or hereafter may have an interest, including without limitation all of the Authority’s personal property (tangible or intangible), as security for the payment of any loans or credit accommodations so obtained, any promissory notes so executed (including any amendments to or modifications, renewals, and extensions of such promissory notes), or any other or further indebtedness of the Authority to Lender at any time owing, however the same may be evidenced. Such property may be pledged, transferred, endorsed, hypothecated or encumbered at the time such loans are obtained or such indebtedness is incurred, or at any other time or times, and may be either in addition to or in lieu of any property theretofore mortgaged, pledged, transferred, endorsed, hypothecated or encumbered.

**Execute Security Documents.** To execute and deliver to Lender any assignment agreements, pledge agreements, mortgages, deeds of trust, security agreements, financing statements and other documents which Lender may require and which shall evidence the terms and conditions under and pursuant to which such liens and encumbrances, or any of them, are given; and also to execute and deliver to Lender any other written instruments, any chattel paper, or any other collateral, of any kind or nature, which Lender may deem necessary or proper in connection with or pertaining to the giving of the liens and encumbrances.

Negotiate Items. To draw, endorse, and discount with Lender all drafts, trade acceptances, promissory notes, or other evidences of indebtedness payable to or belonging to the Authority or in which the Authority may have an interest, and either to receive cash for the same or to cause such proceeds to be credited to the Authority's account with Lender, or to cause such other disposition of the proceeds derived therefrom as it may deem advisable.

Further Acts. In the case of lines of credit, to designate additional or alternate individuals as being authorized to request advances under such lines, and in all cases, to do and perform such other acts and things, to pay any and all fees and costs, and to execute and deliver such other documents and agreements as any Authorized Representative may in his or her discretion deem reasonably necessary or proper in order to carry into effect the provisions of this Resolution.

Section 5. NOTICES TO LENDER. The Authority will promptly notify Lender in writing at 2485 Natomas Park Drive, Ste. 100, Sacramento, CA 95833 (or such other addresses as Lender may designate in writing from time to time) prior to any (A) change in the Authority's name; (B) change in the Authority's assumed business name(s); (C) change in the management or in the members of the Authority; (D) change in the authorized signer(s); (E) change in the Authority's principal office address; (F) change in the Authority's state of organization; (G) conversion of the Authority to a new or different type of business entity; or (H) change in any other aspect of the Authority that directly or indirectly relates to any agreements between the Authority and Lender. No change in the Authority's name or state of organization will take effect until after Lender has received notice.

Section 6. CERTIFICATION CONCERNING OFFICERS AND RESOLUTIONS. The authorized representatives named above are duly elected, appointed, or employed by or for the Authority, as the case may be, and each occupies the position set opposite his or her name. This Resolution now stands of record on the books of the Authority, is in full force and effect, and has not been modified or revoked in any manner whatsoever.

Section 7. CONTINUING VALIDITY. Any and all acts authorized pursuant to this Resolution and performed prior to the passage of this Resolution are hereby ratified and approved. This Resolution shall be continuing, shall remain in full force and effect and Lender may rely on it until written notice of its revocation shall have been delivered to and received by Lender at Lender's address shown above (or such addresses as Lender may designate from time to time). Any such notice shall not affect any of the Authority's agreements or commitments in effect at the time notice is given.

Section 8. This resolution shall take effect immediately upon its adoption.

PASSED, APPROVED, and ADOPTED this 22<sup>nd</sup> day of January, 2019, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

APPROVED:

\_\_\_\_\_  
BRITT AVRIT, MMC  
City Clerk/Authority Secretary  
California Choice Energy Authority

\_\_\_\_\_  
R. REX PARRIS  
Chairman  
California Choice Energy Authority

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

CERTIFICATION OF RESOLUTION  
CALIFORNIA CHOICE ENERGY AUTHORITY

I, \_\_\_\_\_, \_\_\_\_\_ City of Lancaster, California,  
do hereby certify that this is a true and correct copy of the original Resolution No. CCEA 01-19,  
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)

\_\_\_\_\_

# BUSINESS LOAN AGREEMENT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$500,000.00	12-18-2018	12-15-2020	5004548951-101			545	
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.							

**Borrower:** California Choice Energy Authority  
44933 Fern Avenue  
Lancaster, CA 93534

**Lender:** River City Bank, a California corporation  
Business Banking Group  
2485 Natomas Park Drive, Ste. 100  
Sacramento, CA 95833

THIS BUSINESS LOAN AGREEMENT dated December 18, 2018, is made and executed between California Choice Energy Authority ("Borrower") and River City Bank, a California corporation ("Lender") on the following terms and conditions. Borrower has received prior commercial loans from Lender or has applied to Lender for a commercial loan or loans or other financial accommodations, including those which may be described on any exhibit or schedule attached to this Agreement. Borrower understands and agrees that: (A) in granting, renewing, or extending any Loan, Lender is relying upon Borrower's representations, warranties, and agreements as set forth in this Agreement; (B) the granting, renewing, or extending of any Loan by Lender at all times shall be subject to Lender's sole judgment and discretion; and (C) all such Loans shall be and remain subject to the terms and conditions of this Agreement.

**TERM.** This Agreement shall be effective as of December 18, 2018, and shall continue in full force and effect until such time as all of Borrower's Loans in favor of Lender have been paid in full, including principal, interest, costs, expenses, attorneys' fees, and other fees and charges, or until such time as the parties may agree in writing to terminate this Agreement.

**ADVANCE AUTHORITY.** The following person or persons are authorized to request advances and authorize payments under the line of credit until Lender receives from Borrower, at Lender's address shown above, written notice of revocation of such authority: Persons designated on the Agreement for Requesting Loan Advances from Borrower, as amended, supplemented or replaced from time to time.

**CONDITIONS PRECEDENT TO EACH ADVANCE.** Lender's obligation to make the initial Advance and each subsequent Advance under this Agreement shall be subject to the fulfillment to Lender's satisfaction of all of the conditions set forth in this Agreement and in the Related Documents.

**Loan Documents.** Borrower shall provide to Lender the following documents for the Loan: (1) the Note; (2) Security Agreements granting to Lender security interests in the Collateral; (3) financing statements and all other documents perfecting Lender's Security Interests; (4) evidence of insurance as required below; (5) together with all such Related Documents as Lender may require for the Loan; all in form and substance satisfactory to Lender and Lender's counsel.

**Borrower's Authorization.** Borrower shall have provided in form and substance satisfactory to Lender properly certified resolutions, duly authorizing the execution and delivery of this Agreement, the Note and the Related Documents. In addition, Borrower shall have provided such other resolutions, authorizations, documents and instruments as Lender or its counsel may require.

**Payment of Fees and Expenses.** Borrower shall have paid to Lender all fees, charges, and other expenses which are then due and payable as specified in this Agreement or any Related Document.

**Representations and Warranties.** The representations and warranties set forth in this Agreement, in the Related Documents, and in any document or certificate delivered to Lender under this Agreement are true and correct.

**No Event of Default.** There shall not exist at the time of any Advance a condition which would constitute an Event of Default under this Agreement or under any Related Document.

**Additional Conditions Precedent.**

**Authorization.** Borrower shall have provided to Lender certified resolutions of the Board of Directors of Borrower, in form and substance satisfactory to Lender, authorizing the execution, delivery and performance of this Agreement and the Related Documents and certifying the due election, appointment, or employment (as applicable) and authorization of all persons signing this Agreement and the Related Documents on behalf of Borrower.

**Cash Collateral.** Borrower shall have established with Lender a deposit account with a minimum balance at all times not less than \$500,000.00 and executed such agreements as Lender may request to create and maintain a perfected first-priority security interest in favor of Lender in the funds on deposit as Collateral for the Loan.

**REPRESENTATIONS AND WARRANTIES.** Borrower represents and warrants to Lender, as of the date of this Agreement, as of the date of each disbursement of loan proceeds, as of the date of any renewal, extension or modification of any Loan, and at all times any Indebtedness exists:

**Organization.** Borrower is a governmental entity which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws of the State of California. Borrower is duly authorized to transact business in all other states in which Borrower is doing business, having obtained all necessary filings, governmental licenses and approvals for each state in which Borrower is doing business. Specifically, Borrower is, and at all times shall be, duly qualified as a foreign in all states in which the failure to so qualify would have a material adverse effect on its business or financial condition. Borrower has the full power and authority to own its properties and to transact the business in which it is presently engaged or presently proposes to engage. Borrower maintains an office at 44933 Fern Avenue, Lancaster, CA 93534. Unless Borrower has designated otherwise in writing, the principal office is the office at which Borrower keeps its books and records including its records concerning the Collateral. Borrower will notify Lender prior to any change in the location of Borrower's state of organization or any change in Borrower's name. Borrower shall do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental or quasi-governmental authority or court applicable to Borrower and Borrower's business activities.

**Assumed Business Names.** Borrower has filed or recorded all documents or filings required by law relating to all assumed business names used by Borrower. Excluding the name of Borrower, the following is a complete list of all assumed business names under which Borrower does business: **None.**

**Authorization.** Borrower's execution, delivery, and performance of this Agreement and all the Related Documents have been duly authorized by all necessary action by Borrower and do not conflict with, result in a violation of, or constitute a default under (1) any provision of any agreement or other instrument binding upon Borrower or (2) any law, governmental regulation, court decree, or order applicable to Borrower or to Borrower's properties.

**Financial Information.** Each of Borrower's financial statements supplied to Lender truly and completely disclosed Borrower's financial condition as of the date of the statement, and there has been no material adverse change in Borrower's financial condition subsequent to



## BUSINESS LOAN AGREEMENT (Continued)

the date of the most recent financial statement supplied to Lender. Borrower has no material contingent obligations except as disclosed in such financial statements.

**Legal Effect.** This Agreement constitutes, and any instrument or agreement Borrower is required to give under this Agreement when delivered will constitute legal, valid, and binding obligations of Borrower enforceable against Borrower in accordance with their respective terms.

**Properties.** Except as contemplated by this Agreement or as previously disclosed in Borrower's financial statements or in writing to Lender and as accepted by Lender, and except for property tax liens for taxes not presently due and payable, Borrower owns and has good title to all of Borrower's properties free and clear of all Security Interests, and has not executed any security documents or financing statements relating to such properties. All of Borrower's properties are titled in Borrower's legal name, and Borrower has not used or filed a financing statement under any other name for at least the last five (5) years.

**Hazardous Substances.** Except as disclosed to and acknowledged by Lender in writing, Borrower represents and warrants that: (1) During the period of Borrower's ownership of the Collateral, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from any of the Collateral. (2) Borrower has no knowledge of, or reason to believe that there has been (a) any breach or violation of any Environmental Laws; (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Collateral by any prior owners or occupants of any of the Collateral; or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters. (3) Neither Borrower nor any tenant, contractor, agent or other authorized user of any of the Collateral shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from any of the Collateral; and any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations, and ordinances, including without limitation all Environmental Laws. Borrower authorizes Lender and its agents to enter upon the Collateral to make such inspections and tests as Lender may deem appropriate to determine compliance of the Collateral with this section of the Agreement. Any inspections or tests made by Lender shall be at Borrower's expense and for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Borrower or to any other person. The representations and warranties contained herein are based on Borrower's due diligence in investigating the Collateral for hazardous waste and Hazardous Substances. Borrower hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Borrower becomes liable for cleanup or other costs under any such laws, and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Agreement or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release of a hazardous waste or substance on the Collateral. The provisions of this section of the Agreement, including the obligation to indemnify and defend, shall survive the payment of the indebtedness and the termination, expiration or satisfaction of this Agreement and shall not be affected by Lender's acquisition of any interest in any of the Collateral, whether by foreclosure or otherwise.

**Litigation and Claims.** No litigation, claim, investigation, administrative proceeding or similar action (including those for unpaid taxes) against Borrower is pending or threatened, and no other event has occurred which may materially adversely affect Borrower's financial condition or properties, other than litigation, claims, or other events, if any, that have been disclosed to and acknowledged by Lender in writing.

**Taxes.** To the best of Borrower's knowledge, all of Borrower's tax returns and reports that are or were required to be filed, have been filed, and all taxes, assessments and other governmental charges have been paid in full, except those presently being or to be contested by Borrower in good faith in the ordinary course of business and for which adequate reserves have been provided.

**Lien Priority.** Unless otherwise previously disclosed to Lender in writing, Borrower has not entered into or granted any Security Agreements, or permitted the filing or attachment of any Security Interests on or affecting any of the Collateral directly or indirectly securing repayment of Borrower's Loan and Note, that would be prior or that may in any way be superior to Lender's Security Interests and rights in and to such Collateral.

**Binding Effect.** This Agreement, the Note, all Security Agreements (if any), and all Related Documents are binding upon the signers thereof, as well as upon their successors, representatives and assigns, and are legally enforceable in accordance with their respective terms.

### **OFAC-Patriot Act.**

**Borrower not a Foreign Person.** Borrower is not a "foreign person" within the meaning of Section 1445 (f)(3) of the Internal Revenue Code of 1986, as amended from time to time.

**OFAC.** Neither Borrower nor any Guarantor, nor any signer for the Loan, is (or will be) a person with whom Lender is restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury of the United States of America (including those persons named on OFAC's Specially Designated and Blocked Persons list, the "OFAC List") or under any statute, executive order, or governmental action and is not and shall not engage in any dealings or transaction or otherwise be associated with such persons. In addition, Borrower hereby agrees to provide Lender with any additional information that Lender may deem necessary from time to time in order to ensure compliance with all applicable laws concerning money laundering and similar activities.

**Borrower not a Prohibited Person.** Neither Borrower, nor to Borrower's knowledge, any of Borrower's respective officers, directors, shareholders, partners, members or associates, and no other direct or indirect holder of any beneficial, equity or ownership interest in Borrower (collectively, "Borrower's Related Persons") is an entity or person: (i) that is listed in the Annex to, or is otherwise subject to the provisions of the United States Presidential Executive Order 13224 issued on September 24, 2001 (the "Executive Order"); whose name appears on the most current OFAC List; (iii) who commits, threatens to commit or supports "terrorism", as defined in the Executive Order; or (iv) who is otherwise affiliated with any entity or person described in clauses (i) through (iv) above, referred to herein as a "Prohibited Person".

In the event Lender learns that Borrower's or any Borrower's Related Person's name appears on the OFAC List, Lender reserves the right to delay the loan or any advances under the loan contemplated by this Agreement pending Lender's investigation into the matter. If Lender is advised and/or determines that Borrower or any Borrower's Related Persons is a Prohibited Person, Lender reserves the right to terminate this Agreement and/or take all other actions necessary to comply with the requirements of the Executive Order, the Patriot Act, or other applicable statute, regulation, order or other requirement. This provision will survive the termination of this Agreement.

**AFFIRMATIVE COVENANTS.** Borrower covenants and agrees with Lender that, so long as this Agreement remains in effect, Borrower will:

**Notices of Claims and Litigation.** Promptly inform Lender in writing of (1) all material adverse changes in Borrower's financial condition, and (2) all existing and all threatened litigation, claims, investigations, administrative proceedings or similar actions affecting Borrower or any Guarantor which could materially affect the financial condition of Borrower or the financial condition of any Guarantor.

**BUSINESS LOAN AGREEMENT  
(Continued)**

**Financial Records.** Maintain its books and records in accordance with GAAP, applied on a consistent basis, and permit Lender to examine and audit Borrower's books and records at all reasonable times.

**Financial Statements.** Furnish Lender with such financial statements and other related information at such frequencies and in such detail as Lender may reasonably request.

**Additional Information.** Furnish such additional information and statements, as Lender may request from time to time.

**Insurance.** Maintain fire and other risk insurance, public liability insurance, and such other insurance as Lender may require with respect to Borrower's properties and operations, in form, amounts, coverages and with insurance companies acceptable to Lender. Borrower, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Borrower or any other person. In connection with all policies covering assets in which Lender holds or is offered a security interest for the Loans, Borrower will provide Lender with such lender's loss payable or other endorsements as Lender may require.

**Insurance Reports.** Furnish to Lender, upon request of Lender, reports on each existing insurance policy showing such information as Lender may reasonably request, including without limitation the following: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the properties insured; (5) the then current property values on the basis of which insurance has been obtained, and the manner of determining those values; and (6) the expiration date of the policy. In addition, upon request of Lender (however not more often than annually), Borrower will have an independent appraiser satisfactory to Lender determine, as applicable, the actual cash value or replacement cost of any Collateral. The cost of such appraisal shall be paid by Borrower.

**Other Agreements.** Comply with all terms and conditions of all other agreements, whether now or hereafter existing, between Borrower and any other party and notify Lender immediately in writing of any default in connection with any other such agreements.

**Loan Proceeds.** Use all Loan proceeds solely for Borrower's business operations, unless specifically consented to the contrary by Lender in writing.

**Taxes, Charges and Liens.** Pay and discharge when due all of its indebtedness and obligations, including without limitation all assessments, taxes, governmental charges, levies and liens, of every kind and nature, imposed upon Borrower or its properties, income, or profits, prior to the date on which penalties would attach, and all lawful claims that, if unpaid, might become a lien or charge upon any of Borrower's properties, income, or profits. Provided however, Borrower will not be required to pay and discharge any such assessment, tax, charge, levy, lien or claim so long as (1) the legality of the same shall be contested in good faith by appropriate proceedings, and (2) Borrower shall have established on Borrower's books adequate reserves with respect to such contested assessment, tax, charge, levy, lien, or claim in accordance with GAAP.

**Performance.** Perform and comply, in a timely manner, with all terms, conditions, and provisions set forth in this Agreement, in the Related Documents, and in all other instruments and agreements between Borrower and Lender. Borrower shall notify Lender immediately in writing of any default in connection with any agreement.

**Operations.** Maintain executive and management personnel with substantially the same qualifications and experience as the present executive and management personnel; provide written notice to Lender of any change in executive and management personnel; conduct its business affairs in a reasonable and prudent manner.

**Environmental Studies.** Promptly conduct and complete, at Borrower's expense, all such investigations, studies, samplings and testings as may be requested by Lender or any governmental authority relative to any substance, or any waste or by-product of any substance defined as toxic or a hazardous substance under applicable federal, state, or local law, rule, regulation, order or directive, at or affecting any property or any facility owned, leased or used by Borrower.

**Compliance with Governmental Requirements.** Comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the conduct of Borrower's properties, businesses and operations, and to the use or occupancy of the Collateral, including without limitation, the Americans With Disabilities Act. Borrower may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Borrower has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Collateral are not jeopardized. Lender may require Borrower to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

**Inspection.** Permit employees or agents of Lender at any reasonable time to inspect any and all Collateral for the Loan or Loans and Borrower's other properties and to examine or audit Borrower's books, accounts, and records and to make copies and memoranda of Borrower's books, accounts, and records. If Borrower now or at any time hereafter maintains any records (including without limitation computer generated records and computer software programs for the generation of such records) in the possession of a third party, Borrower, upon request of Lender, shall notify such party to permit Lender free access to such records at all reasonable times and to provide Lender with copies of any records it may request, all at Borrower's expense.

**Environmental Compliance and Reports.** Borrower shall comply in all respects with any and all Environmental Laws; not cause or permit to exist, as a result of an intentional or unintentional action or omission on Borrower's part or on the part of any third party, on property owned and/or occupied by Borrower, any environmental activity where damage may result to the environment, unless such environmental activity is pursuant to and in compliance with the conditions of a permit issued by the appropriate federal, state or local governmental authorities; shall furnish to Lender promptly and in any event within thirty (30) days after receipt thereof a copy of any notice, summons, lien, citation, directive, letter or other communication from any governmental agency or instrumentality concerning any intentional or unintentional action or omission on Borrower's part in connection with any environmental activity whether or not there is damage to the environment and/or other natural resources.

**Additional Assurances.** Make, execute and deliver to Lender such promissory notes, mortgages, deeds of trust, security agreements, assignments, financing statements, instruments, documents and other agreements as Lender or its attorneys may reasonably request to evidence and secure the Loans and to perfect all Security Interests.

**Entity and Formation Documentation.** Borrower shall immediately notify Lender of any proposed or actual change to the management, control, entity status or organizational documents of Borrower and shall comply with all state and federal laws with respect to such change. Borrower shall provide Lender with copies of any and all documents, agreements and public filings evidencing or reflecting any such changes within thirty (30) days after execution or filing.

**LENDER'S EXPENDITURES.** If any action or proceeding is commenced that would materially affect Lender's interest in the Collateral or if Borrower fails to comply with any provision of this Agreement or any Related Documents, including but not limited to Borrower's failure to discharge or pay when due any amounts Borrower is required to discharge or pay under this Agreement or any Related Documents, Lender on Borrower's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or

## BUSINESS LOAN AGREEMENT (Continued)

paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on any Collateral and paying all costs for insuring, maintaining and preserving any Collateral. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Borrower. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity.

**NEGATIVE COVENANTS.** Borrower covenants and agrees with Lender that while this Agreement is in effect, Borrower shall not, without the prior written consent of Lender:

**Indebtedness and Liens.** (1) Except for trade debt incurred in the normal course of business and indebtedness to Lender contemplated by this Agreement, create, incur or assume indebtedness for borrowed money, including capital leases, (2) sell, transfer, mortgage, assign, pledge, lease, grant a security interest in, or encumber any of Borrower's assets (except as allowed as Permitted Liens), or (3) sell with recourse any of Borrower's accounts, except to Lender.

**Continuity of Operations.** (1) Engage in any business activities substantially different than those in which Borrower is presently engaged, (2) cease operations, liquidate, merge, transfer, acquire or consolidate with any other entity, change its name, dissolve or transfer or sell Collateral out of the ordinary course of business, or (3) make any distribution with respect to any capital account, whether by reduction of capital or otherwise.

**Loans, Acquisitions and Guaranties.** (1) Loan, invest in or advance money or assets to any other person, enterprise or entity, (2) purchase, create or acquire any interest in any other enterprise or entity, or (3) incur any obligation as surety or guarantor other than in the ordinary course of business.

**Agreements.** Enter into any agreement containing any provisions which would be violated or breached by the performance of Borrower's obligations under this Agreement or in connection herewith.

**CESSATION OF ADVANCES.** If Lender has made any commitment to make any Loan to Borrower, whether under this Agreement or under any other agreement, Lender shall have no obligation to make Loan Advances or to disburse Loan proceeds if: (A) Borrower or any Guarantor is in default under the terms of this Agreement or any of the Related Documents or any other agreement that Borrower or any Guarantor has with Lender; (B) Borrower or any Guarantor dies, becomes incompetent or becomes insolvent, files a petition in bankruptcy or similar proceedings, or is adjudged a bankrupt; (C) there occurs a material adverse change in Borrower's financial condition, in the financial condition of any Guarantor, or in the value of any Collateral securing any Loan; or (D) any Guarantor seeks, claims or otherwise attempts to limit, modify or revoke such Guarantor's guaranty of the Loan or any other loan with Lender.

**RIGHT OF SETOFF.** To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the Indebtedness against any and all such accounts.

**DEFAULT.** Each of the following shall constitute an Event of Default under this Agreement:

**Payment Default.** Borrower fails to make any payment when due under the Loan.

**Other Defaults.** Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

**Default in Favor of Third Parties.** Borrower or any Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's or any Grantor's property or Borrower's or any Grantor's ability to repay the Loans or perform their respective obligations under this Agreement or any of the Related Documents.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Agreement or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

**Death or Insolvency.** The death of Borrower or the dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

**Defective Collateralization.** This Agreement or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

**Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the Loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

**Adverse Change.** A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of the Loan is impaired.

**EFFECT OF AN EVENT OF DEFAULT.** If any Event of Default shall occur, except where otherwise provided in this Agreement or the Related Documents, all commitments and obligations of Lender under this Agreement or the Related Documents or any other agreement immediately will terminate (including any obligation to make further Loan Advances or disbursements), and, at Lender's option, all Indebtedness immediately will become due and payable, all without notice of any kind to Borrower, except that in the case of an Event of Default of the type described in the "Insolvency" subsection above, such acceleration shall be automatic and not optional. In addition, Lender shall have all the rights and remedies provided in the Related Documents or available at law, in equity, or otherwise. Except as may be prohibited by applicable law, all of Lender's rights and remedies shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Borrower or of any

**BUSINESS LOAN AGREEMENT  
(Continued)**

Grantor shall not affect Lender's right to declare a default and to exercise its rights and remedies.

**DOCUMENT SUMMARY AND NOTICE OF FINAL AGREEMENT.** An agreement, titled "Document Summary and Notice of Final Agreement," is attached to this Agreement and by this reference is made a part of this Agreement just as if all of the provisions, terms and conditions of the Document Summary and Notice of Final Agreement had been fully set forth in this Agreement.

**MULTIPLE NOTES.** This Agreement may govern multiple loans from Lender to Borrower, and the term "Note" as used herein shall include and refer to any promissory note(s) evidencing such loan(s) that refer to this Agreement.

**EXHIBIT A - COVENANTS.** An addendum to this Agreement entitled "Exhibit A – Covenants" is attached hereto and made a part hereof by this reference just as if all of its terms had been fully set forth in this Agreement.

**CONTINUING OBLIGATIONS UNDER BUSINESS LOAN AGREEMENT.** The covenants and obligations of Borrower set forth in this Agreement and any Exhibit or Addendum hereto are intended to apply globally to all Loans, unless otherwise specifically agreed in a writing signed by Lender, and shall continue in full force and effect until all Loans and all other Indebtedness of Borrower under any and all Notes and Related Documents have been paid and satisfied in full. Without limiting the foregoing, any breach or violation of any of the covenants and obligations of Borrower set forth in this Agreement shall constitute an Event of Default under all Loans from Lender to Borrower, now existing or hereafter arising, whether or not any Note specifically referred to herein or in any Related Document has been paid and satisfied in full.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Agreement:

**Amendments.** This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Attorneys' Fees; Expenses.** Borrower agrees to pay upon demand all of Lender's costs and expenses, including Lender's attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement, and Borrower shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Borrower also shall pay all court costs and such additional fees as may be directed by the court.

**Caption Headings.** Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

**Consent to Loan Participation.** Borrower agrees and consents to Lender's sale or transfer, whether now or later, of one or more participation interests in the Loan to one or more purchasers, whether related or unrelated to Lender. Lender may provide, without any limitation whatsoever, to any one or more purchasers, or potential purchasers, any information or knowledge Lender may have about Borrower or about any other matter relating to the Loan, and Borrower hereby waives any rights to privacy Borrower may have with respect to such matters. Borrower additionally waives any and all notices of sale of participation interests, as well as all notices of any repurchase of such participation interests. Borrower also agrees that the purchasers of any such participation interests will be considered as the absolute owners of such interests in the Loan and will have all the rights granted under the participation agreement or agreements governing the sale of such participation interests. Borrower further waives all rights of offset or counterclaim that it may have now or later against Lender or against any purchaser of such a participation interest and unconditionally agrees that either Lender or such purchaser may enforce Borrower's obligation under the Loan irrespective of the failure or insolvency of any holder of any interest in the Loan. Borrower further agrees that the purchaser of any such participation interests may enforce its interests irrespective of any personal claims or defenses that Borrower may have against Lender.

**Governing Law.** This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of California without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of California.

**Choice of Venue.** If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of Sacramento County, State of California.

**No Waiver by Lender.** Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Borrower, or between Lender and any Grantor, shall constitute a waiver of any of Lender's rights or of any of Borrower's or any Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

**Notices.** Any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Borrower agrees to keep Lender informed at all times of Borrower's current address. Unless otherwise provided or required by law, if there is more than one Borrower, any notice given by Lender to any Borrower is deemed to be notice given to all Borrowers.

**Severability.** If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

**Subsidiaries and Affiliates of Borrower.** To the extent the context of any provisions of this Agreement makes it appropriate, including without limitation any representation, warranty or covenant, the word "Borrower" as used in this Agreement shall include all of Borrower's subsidiaries and affiliates. Notwithstanding the foregoing however, under no circumstances shall this Agreement be construed to require Lender to make any Loan or other financial accommodation to any of Borrower's subsidiaries or affiliates.

**Successors and Assigns.** All covenants and agreements by or on behalf of Borrower contained in this Agreement or any Related Documents shall bind Borrower's successors and assigns and shall inure to the benefit of Lender and its successors and assigns. Borrower shall not, however, have the right to assign Borrower's rights under this Agreement or any interest therein, without the prior written

# BUSINESS LOAN AGREEMENT (Continued)

consent of Lender.

**Survival of Representations and Warranties.** Borrower understands and agrees that in extending Loan Advances, Lender is relying on all representations, warranties, and covenants made by Borrower in this Agreement or in any certificate or other instrument delivered by Borrower to Lender under this Agreement or the Related Documents. Borrower further agrees that regardless of any investigation made by Lender, all such representations, warranties and covenants will survive the extension of Loan Advances and delivery to Lender of the Related Documents, shall be continuing in nature, shall be deemed made and redated by Borrower at the time each Loan Advance is made, and shall remain in full force and effect until such time as Borrower's Indebtedness shall be paid in full, or until this Agreement shall be terminated in the manner provided above, whichever is the last to occur.

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

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code. Accounting words and terms not otherwise defined in this Agreement shall have the meanings assigned to them in accordance with generally accepted accounting principles as in effect on the date of this Agreement:

**Advance.** The word "Advance" means a disbursement of Loan funds made, or to be made, to Borrower or on Borrower's behalf on a line of credit or multiple advance basis under the terms and conditions of this Agreement.

**Agreement.** The word "Agreement" means this Business Loan Agreement, as this Business Loan Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Business Loan Agreement from time to time.

**Borrower.** The word "Borrower" means California Choice Energy Authority and includes all co-signers and co-makers signing the Note and all their successors and assigns.

**Collateral.** The word "Collateral" means all property and assets granted as collateral security for a Loan, whether real or personal property, whether granted directly or indirectly, whether granted now or in the future, and whether granted in the form of a security interest, mortgage, collateral mortgage, deed of trust, assignment, pledge, crop pledge, chattel mortgage, collateral chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien, charge, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever, whether created by law, contract, or otherwise.

**Environmental Laws.** The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., Chapters 6.5 through 7.7 of Division 20 of the California Health and Safety Code, Section 25100, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

**Event of Default.** The words "Event of Default" mean any of the events of default set forth in this Agreement in the default section of this Agreement.

**GAAP.** The word "GAAP" means generally accepted accounting principles.

**Grantor.** The word "Grantor" means each and all of the persons or entities granting a Security Interest in any Collateral for the Loan, including without limitation all Borrowers granting such a Security Interest.

**Guarantor.** The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Loan.

**Guaranty.** The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

**Hazardous Substances.** The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

**Indebtedness.** The word "Indebtedness" means the indebtedness evidenced by the Note or Related Documents, including all principal and interest together with all other indebtedness and costs and expenses for which Borrower is responsible under this Agreement or under any of the Related Documents.

**Lender.** The word "Lender" means River City Bank, a California corporation, its successors and assigns.

**Loan.** The word "Loan" means any and all loans and financial accommodations from Lender to Borrower whether now or hereafter existing, and however evidenced, including without limitation those loans and financial accommodations described herein or described on any exhibit or schedule attached to this Agreement from time to time.

**Note.** The word "Note" means the Note dated December 18, 2018 and executed by California Choice Energy Authority in the principal amount of \$500,000.00, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.

**Permitted Liens.** The words "Permitted Liens" mean (1) liens and security interests securing Indebtedness owed by Borrower to Lender; (2) liens for taxes, assessments, or similar charges either not yet due or being contested in good faith; (3) liens of materialmen, mechanics, warehousemen, or carriers, or other like liens arising in the ordinary course of business and securing obligations which are not yet delinquent; (4) purchase money liens or purchase money security interests upon or in any property acquired or held by Borrower in the ordinary course of business to secure indebtedness outstanding on the date of this Agreement or permitted to be incurred under the paragraph of this Agreement titled "Indebtedness and Liens"; (5) liens and security interests which, as of the date of this Agreement, have been disclosed to and approved by the Lender in writing; and (6) those liens and security interests which in the aggregate constitute an immaterial and insignificant monetary amount with respect to the net value of Borrower's assets.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Loan.

**Security Agreement.** The words "Security Agreement" mean and include without limitation any agreements, promises, covenants,

**BUSINESS LOAN AGREEMENT  
(Continued)**

arrangements, understandings or other agreements, whether created by law, contract, or otherwise, evidencing, governing, representing, or creating a Security Interest.

**Security Interest.** The words "Security Interest" mean, without limitation, any and all types of collateral security, present and future, whether in the form of a lien, charge, encumbrance, mortgage, deed of trust, security deed, assignment, pledge, crop pledge, chattel mortgage, collateral chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever whether created by law, contract, or otherwise.

**BORROWER ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS BUSINESS LOAN AGREEMENT AND BORROWER AGREES TO ITS TERMS. THIS BUSINESS LOAN AGREEMENT IS DATED DECEMBER 18, 2018.**

**BORROWER:**

**CALIFORNIA CHOICE ENERGY AUTHORITY**

By: \_\_\_\_\_  
Jason Caudle, Executive Director of California  
Choice Energy Authority, a Joint Powers Authority

**LENDER:**

**RIVER CITY BANK, A CALIFORNIA CORPORATION**

By: \_\_\_\_\_  
Authorized Officer

# PROMISSORY NOTE

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$500,000.00	12-18-2018	12-15-2020	5004548951-101			545	
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.							

**Borrower:** California Choice Energy Authority  
44933 Fern Avenue  
Lancaster, CA 93534

**Lender:** River City Bank, a California corporation  
Business Banking Group  
2485 Natomas Park Drive, Ste. 100  
Sacramento, CA 95833

**Principal Amount: \$500,000.00**

**Date of Note: December 18, 2018**

**PROMISE TO PAY.** California Choice Energy Authority ("Borrower") promises to pay to River City Bank, a California corporation ("Lender"), or order, in lawful money of the United States of America, the principal amount of Five Hundred Thousand & 00/100 Dollars (\$500,000.00) or so much as may be outstanding, together with interest on the unpaid outstanding principal balance of each advance. Interest shall be calculated from the date of each advance until repayment of each advance.

**PAYMENT.** Borrower will pay this loan in one payment of all outstanding principal plus all accrued unpaid interest on December 15, 2020. In addition, Borrower will pay regular monthly payments of all accrued unpaid interest due as of each payment date, beginning January 15, 2019, with all subsequent interest payments to be due on the same day of each month after that. Unless otherwise agreed or required by applicable law, payments will be applied first to any unpaid collection costs; then to any late charges; then to any accrued unpaid interest; and then to principal. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

**INCREASE IN INTEREST RATE – DEPOSIT RELATIONSHIP.** As provided in the Loan Agreement (as defined below), Borrower is required to maintain all of its deposit accounts exclusively with Lender. If this covenant is not satisfied, as determined by Lender, it shall not constitute an Event of Default, but will result in an immediate increase in the interest rate by 2.00% without prior notice to Borrower. This margin shall continue to apply to each succeeding interest rate change that may apply hereafter so long as the covenant is not satisfied.

**VARIABLE INTEREST RATE.** The interest rate on this Note is subject to change from time to time based on changes in an independent index which is the London Interbank Offered Rate (LIBOR). LIBOR shall mean the One Month adjustable rate offered in the London interbank market as published by Bankrate.com and advised to Lender (the "Index"). The Index is not necessarily the lowest rate charged by Lender on its loans. If the Index becomes unavailable during the term of this loan, Lender may designate a substitute index after notifying Borrower. Lender will tell Borrower the current Index rate upon Borrower's request. The interest rate change will not occur more often than each 1st calendar day of the month; herein referred to as a "One Month LIBOR Interest Period". If the initial advance under the Loan occurs after the 1st day of the calendar month, Lender will obtain a current LIBOR rate using the Index (the "Initial Rate"). The Initial Rate will remain in effect from the date of the initial advance until the next One Month LIBOR Interest Period. Borrower understands that Lender may make loans based on other rates as well. The Index currently is 2.380% per annum. Interest on the unpaid principal balance of this Note will be calculated as described in the "INTEREST CALCULATION METHOD" paragraph using a rate of 1.750 percentage points over the Index, adjusted if necessary for any minimum and maximum rate limitations described below, resulting in an initial rate of 4.130%. NOTICE: Under no circumstances will the interest rate on this Note be less than 1.750% per annum or more than the maximum rate allowed by applicable law.

**INTEREST CALCULATION METHOD.** Interest on this Note is computed on a 365/360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this Note is computed using this method. This calculation method results in a higher effective interest rate than the numeric interest rate stated in this Note.

**PREPAYMENT.** Borrower agrees that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. Except for the foregoing, Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments of accrued unpaid interest. Rather, early payments will reduce the principal balance due. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: River City Bank, a California corporation; Business Banking Group; 2485 Natomas Park Drive, Ste. 100; Sacramento, CA 95833.

**LATE CHARGE.** If a payment is 5 days or more late, Borrower will be charged 6.000% of the regularly scheduled payment or \$25.00, whichever is greater.

**INTEREST AFTER DEFAULT.** Upon default, the interest rate on this Note shall, if permitted under applicable law, immediately increase by adding an additional 6.000 percentage point margin ("Default Rate Margin"). The Default Rate Margin shall also apply to each succeeding interest rate change that would have applied had there been no default.

**DEFAULT.** Each of the following shall constitute an event of default ("Event of Default") under this Note:

**Payment Default.** Borrower fails to make any payment when due under this Note.

**Other Defaults.** Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

**Default in Favor of Third Parties.** Borrower or any Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's ability to repay this Note or perform Borrower's obligations under this Note or any of the related documents.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

**Death or Insolvency.** The death of Borrower or the dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

**Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help,

**PROMISSORY NOTE  
(Continued)**

repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note.

**Adverse Change.** A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of this Note is impaired.

**LENDER'S RIGHTS.** Upon default, Lender may declare the entire unpaid principal balance under this Note and all accrued unpaid interest immediately due, and then Borrower will pay that amount.

**ATTORNEYS' FEES; EXPENSES.** Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees, expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. Borrower also will pay any court costs, in addition to all other sums provided by law.

**GOVERNING LAW.** This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of California without regard to its conflicts of law provisions. This Note has been accepted by Lender in the State of California.

**CHOICE OF VENUE.** If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of Sacramento County, State of California.

**RIGHT OF SETOFF.** To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts.

**COLLATERAL.** Borrower acknowledges this Note is secured by the following collateral described in the security instrument listed herein:

(A) an Assignment of Deposit Account dated December 18, 2018 made and executed between California Choice Energy Authority and Lender on collateral described as a deposit account.

**LINE OF CREDIT.** This Note evidences a revolving line of credit. Advances under this Note may be requested either orally or in writing by Borrower or as provided in this paragraph. Lender may, but need not, require that all oral requests be confirmed in writing. All communications, instructions, or directions by telephone or otherwise to Lender are to be directed to Lender's office shown above. The following person or persons are authorized to request advances and authorize payments under the line of credit until Lender receives from Borrower, at Lender's address shown above, written notice of revocation of such authority: **Persons designated on the Agreement for Requesting Loan Advances from Borrower, as amended, supplemented or replaced from time to time.** Borrower agrees to be liable for all sums either: (A) advanced in accordance with the instructions of an authorized person or (B) credited to any of Borrower's accounts with Lender. The unpaid principal balance owing on this Note at any time may be evidenced by endorsements on this Note or by Lender's internal records, including daily computer print-outs.

**SUCCESSOR INTERESTS.** The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

**BUSINESS LOAN AGREEMENT.** This Note is governed by the terms and conditions of that certain Business Loan Agreement dated as of December 18, 2018 between Borrower and Lender, as the same may be amended from time to time.

**GENERAL PROVISIONS.** If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive any applicable statute of limitations, presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several.

**PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS. BORROWER AGREES TO THE TERMS OF THE NOTE.**

**BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.**

**BORROWER:**

**CALIFORNIA CHOICE ENERGY AUTHORITY**

By: \_\_\_\_\_  
Jason Caudle, Executive Director of California  
Choice Energy Authority, a Joint Powers Authority



# ASSIGNMENT OF DEPOSIT ACCOUNT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$500,000.00	12-18-2018	12-15-2020	5004548951-101			545	
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.							

**Grantor:** California Choice Energy Authority  
44933 Fern Avenue  
Lancaster, CA 93534

**Lender:** River City Bank, a California corporation  
Business Banking Group  
2485 Natomas Park Drive, Ste. 100  
Sacramento, CA 95833

THIS ASSIGNMENT OF DEPOSIT ACCOUNT dated December 18, 2018, is made and executed between California Choice Energy Authority ("Grantor") and River City Bank, a California corporation ("Lender").

**ASSIGNMENT.** For valuable consideration, Grantor assigns and grants to Lender a security interest in the Collateral, including without limitation the deposit account(s) described below, to secure the Indebtedness and agrees that Lender shall have the rights stated in this Agreement with respect to the Collateral, in addition to all other rights which Lender may have by law.

**COLLATERAL DESCRIPTION.** The word "Collateral" means the following described deposit account(s) ("Account"):

**Deposit Account No. TBD** on deposit with Lender with an approximate balance of \$500,000.00

together with (A) all interest, whether now accrued or hereafter accruing; (B) all additional deposits hereafter made to the Account; (C) any and all proceeds from the Account; and (D) all renewals, replacements and substitutions for any of the foregoing.

**RIGHT OF SETOFF.** To the extent permitted by applicable law, Lender reserves a right of setoff in all Grantor's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Grantor holds jointly with someone else and all accounts Grantor may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Grantor authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the Indebtedness against any and all such accounts.

**GRANTOR'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE COLLATERAL.** With respect to the Collateral, Grantor represents and promises to Lender that:

**Ownership.** Grantor is the lawful owner of the Collateral free and clear of all loans, liens, encumbrances, and claims except as disclosed to and accepted by Lender in writing.

**Right to Grant Security Interest.** Grantor has the full right, power, and authority to enter into this Agreement and to assign the Collateral to Lender.

**No Prior Assignment.** Grantor has not previously granted a security interest in the Collateral to any other creditor.

**No Further Transfer.** Grantor shall not sell, assign, encumber, or otherwise dispose of any of Grantor's rights in the Collateral except as provided in this Agreement.

**No Defaults.** There are no defaults relating to the Collateral, and there are no offsets or counterclaims to the same. Grantor will strictly and promptly do everything required of Grantor under the terms, conditions, promises, and agreements contained in or relating to the Collateral.

**Proceeds.** Any and all replacement or renewal certificates, instruments, or other benefits or proceeds related to the Collateral that are received by Grantor shall be held by Grantor in trust for Lender and immediately shall be delivered by Grantor to Lender to be held as part of the Collateral.

**Validity; Binding Effect.** This Agreement is binding upon Grantor and Grantor's successors and assigns and is legally enforceable in accordance with its terms.

**Financing Statements.** Grantor authorizes Lender to file a UCC financing statement, or alternatively, a copy of this Agreement to perfect Lender's security interest. At Lender's request, Grantor additionally agrees to sign all other documents that are necessary to perfect, protect, and continue Lender's security interest in the Property. Grantor will pay all filing fees, title transfer fees, and other fees and costs involved unless prohibited by law or unless Lender is required by law to pay such fees and costs. Grantor irrevocably appoints Lender to execute documents necessary to transfer title if there is a default. Lender may file a copy of this Agreement as a financing statement.

**LENDER'S RIGHTS AND OBLIGATIONS WITH RESPECT TO THE COLLATERAL.** While this Agreement is in effect, Lender may retain the rights to possession of the Collateral, together with any and all evidence of the Collateral, such as certificates or passbooks. This Agreement will remain in effect until: (a) there no longer is any Indebtedness owing to Lender; (b) all other obligations secured by this Agreement have been fulfilled; and (c) Grantor, in writing, has requested from Lender a release of this Agreement.

**LENDER'S EXPENDITURES.** If any action or proceeding is commenced that would materially affect Lender's interest in the Collateral or if Grantor fails to comply with any provision of this Agreement or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Agreement or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Collateral and paying all costs for insuring, maintaining and preserving the Collateral. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Agreement also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

**LIMITATIONS ON OBLIGATIONS OF LENDER.** Lender shall use ordinary reasonable care in the physical preservation and custody of any certificate or passbook for the Collateral but shall have no other obligation to protect the Collateral or its value. In particular, but without limitation, Lender shall have no responsibility (A) for the collection or protection of any income on the Collateral; (B) for the preservation of rights against issuers of the Collateral or against third persons; (C) for ascertaining any maturities, conversions, exchanges, offers, tenders, or similar matters relating to the Collateral; nor (D) for informing the Grantor about any of the above, whether or not Lender has or is deemed to have knowledge of such matters.

## ASSIGNMENT OF DEPOSIT ACCOUNT (Continued)

**DEFAULT.** Each of the following shall constitute an Event of Default under this Agreement:

**Payment Default.** Grantor fails to make any payment when due under the Indebtedness.

**Other Defaults.** Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

**Default in Favor of Third Parties.** Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or ability to perform Grantor's obligations under this Agreement or any of the Related Documents.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Agreement or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

**Defective Collateralization.** This Agreement or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

**Insolvency.** The insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

**Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any collateral securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or guarantor, endorser, surety, or accommodation party dies or becomes incompetent or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

**Adverse Change.** A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

**RIGHTS AND REMEDIES ON DEFAULT.** Upon the occurrence of an Event of Default, or at any time thereafter, Lender may exercise any one or more of the following rights and remedies, in addition to any rights or remedies that may be available at law, in equity, or otherwise:

**Accelerate Indebtedness.** Lender may declare all Indebtedness of Grantor to Lender immediately due and payable, without notice of any kind to Grantor.

**Application of Account Proceeds.** Lender may take directly all funds in the Account and apply them to the Indebtedness. If the Account is subject to an early withdrawal penalty, that penalty shall be deducted from the Account before its application to the Indebtedness, whether the Account is with Lender or some other institution. Any excess funds remaining after application of the Account proceeds to the Indebtedness will be paid to Grantor as the interests of Grantor may appear. Grantor agrees, to the extent permitted by law, to pay any deficiency after application of the proceeds of the Account to the Indebtedness. Lender also shall have all the rights of a secured party under the California Uniform Commercial Code, even if the Account is not otherwise subject to such Code concerning security interests, and the parties to this Agreement agree that the provisions of the Code giving rights to a secured party shall nonetheless be a part of this Agreement.

**Transfer Title.** Lender may effect transfer of title upon sale of all or part of the Collateral. For this purpose, Grantor irrevocably appoints Lender as Grantor's attorney-in-fact to execute endorsements, assignments and instruments in the name of Grantor and each of them (if more than one) as shall be necessary or reasonable.

**Other Rights and Remedies.** Lender shall have and may exercise any or all of the rights and remedies of a secured creditor under the provisions of the California Uniform Commercial Code, at law, in equity, or otherwise.

**Deficiency Judgment.** If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

**Election of Remedies.** Except as may be prohibited by applicable law, all of Lender's rights and remedies, whether evidenced by this Agreement or by any other writing, shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Agreement, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

**Cumulative Remedies.** All of Lender's rights and remedies, whether evidenced by this Agreement or by any other writing, shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Agreement, after Grantor's failure to perform, shall not affect Lender's right to declare a default and to exercise its remedies.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Agreement:

**Amendments.** This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Attorneys' Fees; Expenses.** Grantor agrees to pay upon demand all of Lender's costs and expenses, including Lender's attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement, and Grantor shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Grantor also shall pay all court costs and such additional fees as may be directed by the court.

**Caption Headings.** Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

## ASSIGNMENT OF DEPOSIT ACCOUNT (Continued)

**Governing Law.** This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of California without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of California.

**Choice of Venue.** If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Sacramento County, State of California.

**Preference Payments.** Any monies Lender pays because of an asserted preference claim in Grantor's bankruptcy will become a part of the Indebtedness and, at Lender's option, shall be payable by Grantor as provided in this Agreement.

**No Waiver by Lender.** Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

**Notices.** Any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

**Power of Attorney.** Grantor hereby appoints Lender as its true and lawful attorney-in-fact, irrevocably, with full power of substitution to do the following: (1) to demand, collect, receive, receipt for, sue and recover all sums of money or other property which may now or hereafter become due, owing or payable from the Collateral; (2) to execute, sign and endorse any and all claims, instruments, receipts, checks, drafts or warrants issued in payment for the Collateral; (3) to settle or compromise any and all claims arising under the Collateral, and in the place and stead of Grantor, to execute and deliver its release and settlement for the claim; and (4) to file any claim or claims or to take any action or institute or take part in any proceedings, either in its own name or in the name of Grantor, or otherwise, which in the discretion of Lender may seem to be necessary or advisable. This power is given as security for the Indebtedness, and the authority hereby conferred is and shall be irrevocable and shall remain in full force and effect until renounced by Lender.

**Waiver of Co-Obligor's Rights.** If more than one person is obligated for the Indebtedness, Grantor irrevocably waives, disclaims and relinquishes all claims against such other person which Grantor has or would otherwise have by virtue of payment of the Indebtedness or any part thereof, specifically including but not limited to all rights of indemnity, contribution or exoneration.

**Severability.** If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

**Successors and Assigns.** Subject to any limitations stated in this Agreement on transfer of Grantor's interest, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Collateral becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Agreement and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Agreement or liability under the Indebtedness.

**Survival of Representations and Warranties.** All representations, warranties, and agreements made by Grantor in this Agreement shall survive the execution and delivery of this Agreement, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

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

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code:

**Account.** The word "Account" means the deposit account(s) described in the "Collateral Description" section.

**Agreement.** The word "Agreement" means this Assignment of Deposit Account, as this Assignment of Deposit Account may be amended or modified from time to time, together with all exhibits and schedules attached to this Assignment of Deposit Account from time to time.

**Borrower.** The word "Borrower" means California Choice Energy Authority and includes all co-signers and co-makers signing the Note and all their successors and assigns.

**Collateral.** The word "Collateral" means all of Grantor's right, title and interest in and to all the Collateral as described in the Collateral Description section of this Agreement.

**Default.** The word "Default" means the Default set forth in this Agreement in the section titled "Default".

**Event of Default.** The words "Event of Default" mean any of the events of default set forth in this Agreement in the default section of this Agreement.

**Grantor.** The word "Grantor" means California Choice Energy Authority.

**Guaranty.** The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

**Indebtedness.** The word "Indebtedness" means the indebtedness evidenced by the Note or Related Documents, including all principal and interest together with all other indebtedness and costs and expenses for which Grantor is responsible under this Agreement or under any of the Related Documents.

**Lender.** The word "Lender" means River City Bank, a California corporation, its successors and assigns.

**ASSIGNMENT OF DEPOSIT ACCOUNT  
(Continued)**

**Note.** The word "Note" means the Note dated December 18, 2018 and executed by California Choice Energy Authority in the principal amount of \$500,000.00, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.

**Property.** The word "Property" means all of Grantor's right, title and interest in and to all the Property as described in the "Collateral Description" section of this Agreement.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

**GRANTOR HAS READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS ASSIGNMENT OF DEPOSIT ACCOUNT AND AGREES TO ITS TERMS. THIS AGREEMENT IS DATED DECEMBER 18, 2018.**

**GRANTOR:**

**CALIFORNIA CHOICE ENERGY AUTHORITY**

By: Jason Caudle, Executive Director of California  
Choice Energy Authority, a Joint Powers Authority

# DOCUMENT SUMMARY AND NOTICE OF FINAL AGREEMENT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$500,000.00	12-18-2018	12-15-2020	5004548951-101			545	
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.							

**Borrower:** California Choice Energy Authority  
44933 Fern Avenue  
Lancaster, CA 93534

**Lender:** River City Bank, a California corporation  
Business Banking Group  
2485 Natomas Park Drive, Ste. 100  
Sacramento, CA 95833

Agreement Date: December 18, 2018

Borrower has been provided with the following documents in connection with Loan No. 5004548951-101 (the "Loan"):

Business Loan Agreement  
Exhibit A - Covenants  
Promissory Note  
Assignment of Deposit Account  
Document Summary and Notice of Final Agreement  
Customer Identification Notices: (1) Pamela Statsman and (2) Jason Caudle  
Agreement for Requesting Loan Advances  
Disbursement Request and Authorization  
Invoice

**BORROWER ACKNOWLEDGES, AGREES, REPRESENTS AND WARRANTS AS FOLLOWS:**

- 1) IT HAS READ, UNDERSTAND AND AGREE WITH THE TERMS OF EACH DOCUMENT LISTED ABOVE AND THIS AGREEMENT (COLLECTIVELY, THE "AGREEMENTS");
- 2) THERE ARE NO CONFLICTS BETWEEN THE TERMS OF THE AGREEMENTS AND BORROWER'S UNDERSTANDING OF THE TRANSACTIONS CONTEMPLATED THEREIN;
- 3) THE AGREEMENTS CONTAIN THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF AND THEREOF AND SUPERSEDE ALL PRIOR AGREEMENTS AND UNDERSTANDINGS WITH RESPECT THERETO. THE AGREEMENTS ARE INTENDED BY THE PARTIES AS THE FINAL EXPRESSION OF THEIR AGREEMENT WITH RESPECT TO SUCH TERMS AS ARE INCLUDED THEREIN AND HEREIN AND MAY NOT BE CONTRADICTED BY EVIDENCE OF ANY PRIOR AGREEMENT OR CONTEMPORANEOUS ORAL AGREEMENT. (Cal. Code Civ. Proc. § 1856(a)).
- 4) AS OF THE DATE HEREOF, THE CERTIFICATION OF BENEFICIAL OWNERSHIP OF BORROWER MOST RECENTLY PROVIDED TO LENDER IS TRUE, CORRECT, AND COMPLETE IN ALL RESPECTS, AND THERE HAVE BEEN NO CHANGES TO THE BENEFICIAL OWNERSHIP OR CONTROL OF BORROWER THAT WOULD MAKE SUCH CERTIFICATION INACCURATE, INCOMPLETE OR MISLEADING IN ANY RESPECT.
- 5) NO PROVISION OF THE AGREEMENTS MAY BE CHANGED, MODIFIED, WAIVED, SUPPLEMENTED OR CONTRADICTED EXCEPT BY A WRITING SIGNED BY THE PARTY AGAINST WHOM ENFORCEMENT OF SUCH CHANGE, MODIFICATION, WAIVER OR SUPPLEMENT IS SOUGHT.
- 6) IT HAS HAD AN OPPORTUNITY TO DISCUSS THE LOAN AND THE AGREEMENTS WITH THEIR COUNSEL.

**BORROWER:**

**CALIFORNIA CHOICE ENERGY AUTHORITY**

By: Jason Caudle, Executive Director of California  
Choice Energy Authority, a Joint Powers Authority

## EXHIBIT A - COVENANTS

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$500,000.00	12-18-2018	12-15-2020	5004548951-101			545	
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.							

**Borrower:** California Choice Energy Authority  
44933 Fern Avenue  
Lancaster, CA 93534

**Lender:** River City Bank, a California corporation  
Business Banking Group  
2485 Natomas Park Drive, Ste. 100  
Sacramento, CA 95833

This Exhibit A – Covenants is attached to and by this reference made a part of the Business Loan Agreement (as amended from time to time, the "Loan Agreement") dated **December 18, 2018**, between Lender and Borrower. Capitalized terms used but not defined herein shall have the definitions provided in the Loan Agreement.

The covenants and obligations of Borrower set forth in this Exhibit A – Covenants and in the Loan Agreement are intended to apply globally to all Loans from Lender to Borrower, unless otherwise specifically agreed in a writing signed by Lender, and shall continue in full force and effect until all Loans and all other Indebtedness of Borrower under any and all Notes and Related Documents have been paid and satisfied in full. Without limiting the foregoing, any breach or violation of any of the covenants and obligations of Borrower set forth herein shall constitute an Event of Default under all Loans from Lender to Borrower, now existing or hereafter arising, whether or not any Note specifically referred to in the Loan Agreement or in any Related Document has been paid and satisfied in full.

**Exhibit Date: December 18, 2018**

In addition to the terms, conditions and covenants contained in the Loan Agreement, Borrower covenants and agrees as follows:

I. To provide to Lender, in form and substance satisfactory to Lender, the following:

**Fiscal Year End = June 30 ("FYE")**

Annual CPA-Audited Financial Statements

Annually, not later than one hundred and eighty (180) days after the end of each fiscal year, financial statements audited by a Certified Public Accountant, in accordance with generally accepted accounting principles consistently applied, to include a balance sheet as of FYE and an income statement and statement of cash flows each for the twelve (12) month period ending FYE.

Quarterly Company-Prepared Financial Statements

Quarterly, not later than forty-five (45) days after the end of each fiscal quarter (ending March 31, June 30, September 30 and December 31), financial statements prepared by Borrower in accordance with generally accepted accounting principles consistently applied, to include a balance sheet as of the most recent fiscal quarter end, and an income statement for the period beginning the first day after the most recent FYE through the most recent fiscal quarter end (year-to-date).

II. Borrower further covenants and agrees:

Exclusive Deposit Relationship

To maintain all of Borrower's deposit accounts exclusively with Lender. If this covenant is not satisfied, as determined by Lender, it shall not constitute an Event of Default, but the interest rate on all Loans will immediately increase by adding an additional two percentage point (2.00%) margin. This margin shall continue to apply to each succeeding interest rate change that may apply hereafter so long as this covenant is not satisfied.

Profitability

To maintain Profitable operations, measured annually for each twelve (12) month period ending FYE.

"Profitable" is hereby defined as net profit after tax greater than or equal to One and 00/100 Dollars (\$1.00).

No Additional Indebtedness

Borrower shall not issue, incur, assume, create or have outstanding any Indebtedness for Borrowed Money, without Lender's prior written consent.

"Indebtedness for Borrowed Money" is defined as: (i) all indebtedness created, assumed or incurred in any manner representing money borrowed (including by the issuance of debt securities), (ii) all indebtedness for the deferred purchase price of property or services (other than trade accounts payable arising in the ordinary course of business not more than 90 days past due), (iii) all indebtedness secured by any lien upon the property of Borrower, whether or not Borrower has assumed or become liable for the payment of such indebtedness, and (iv) all obligations of Borrower on or with respect to letters of credit, banker's acceptances and other evidences of indebtedness representing extensions of credit whether or not representing obligations for borrowed money.

**BORROWER:**

**CALIFORNIA CHOICE ENERGY AUTHORITY**

By: Jason Caudle, Executive Director of California  
Choice Energy Authority, a Joint Powers Authority

## CUSTOMER IDENTIFICATION NOTICE

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
<b>\$500,000.00</b>	<b>12-18-2018</b>	<b>12-15-2020</b>	<b>5004548951-101</b>			<b>545</b>	
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.							

**Borrower:** California Choice Energy Authority  
44933 Fern Avenue  
Lancaster, CA 93534

**Lender:** River City Bank, a California corporation  
Business Banking Group  
2485 Natomas Park Drive, Ste. 100  
Sacramento, CA 95833

**CONFIDENTIAL - PLEASE RETURN THE COMPLETED DOCUMENT DIRECTLY TO YOUR BANKING REPRESENTATIVE. TO PROTECT THE SECURITY OF YOUR IDENTITY, DO NOT KEEP COPIES OF THIS DOCUMENT**

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information which identifies each individual opening an account or establishing a loan.

**What this means for you:** When you apply for a loan, guarantee a loan, or are authorized to advance under a loan, we will ask you to provide your full name (including middle initial), address, date of birth and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

By executing this form you acknowledge you are required to provide documentation acceptable to River City Bank to enable us to verify your identity, comply with the provisions of the Bank Secrecy Act, as amended by the US Patriot Act, in order to complete the processing of your loan.

I certify I have read and understand all of the above information:

\_\_\_\_\_  
Pamela Statsman

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Applicant/Authorized Individual

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Date of Birth (MM/DD/YYYY)

\_\_\_\_\_  
Security Word (such as MMN)

Personal Address:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Identifying Document: \_\_\_\_\_

Issued By: \_\_\_\_\_

Document Number: \_\_\_\_\_

Issue Date: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

Identifying Document Reviewed By (initial): \_\_\_\_\_

## CUSTOMER IDENTIFICATION NOTICE

<b>Principal</b> \$500,000.00	<b>Loan Date</b> 12-18-2018	<b>Maturity</b> 12-15-2020	<b>Loan No</b> 5004548951-101	<b>Call / Coll</b>	<b>Account</b>	<b>Officer</b> 545	<b>Initials</b>
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.							

**Borrower:** California Choice Energy Authority  
44933 Fern Avenue  
Lancaster, CA 93534

**Lender:** River City Bank, a California corporation  
Business Banking Group  
2485 Natomas Park Drive, Ste. 100  
Sacramento, CA 95833

**CONFIDENTIAL - PLEASE RETURN THE COMPLETED DOCUMENT DIRECTLY TO YOUR BANKING REPRESENTATIVE. TO PROTECT THE SECURITY OF YOUR IDENTITY, DO NOT KEEP COPIES OF THIS DOCUMENT**

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information which identifies each individual opening an account or establishing a loan.

**What this means for you:** When you apply for a loan, guarantee a loan, or are authorized to advance under a loan, we will ask you to provide your full name (including middle initial), address, date of birth and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

By executing this form you acknowledge you are required to provide documentation acceptable to River City Bank to enable us to verify your identity, comply with the provisions of the Bank Secrecy Act, as amended by the US Patriot Act, in order to complete the processing of your loan.

**I certify I have read and understand all of the above information:**

\_\_\_\_\_  
**Jason Caudle**

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Applicant/Authorized Individual

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Date of Birth (MM/DD/YYYY)

\_\_\_\_\_  
Security Word (such as MMN)

Personal Address:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Identifying Document: \_\_\_\_\_

Issued By: \_\_\_\_\_

Document Number: \_\_\_\_\_

Issue Date: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

Identifying Document Reviewed By (initial): \_\_\_\_\_



**INVOICE - ELECTRONIC FORM**

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
<b>\$500,000.00</b>	<b>12-18-2018</b>	<b>12-15-2020</b>	<b>5004548951-101</b>			<b>545</b>	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item.  
Any item above containing "\*\*\*\*\*" has been omitted due to text length limitations.

**Borrower:** California Choice Energy Authority  
44933 Fern Avenue  
Lancaster, CA 93534

**Lender:** River City Bank, a California corporation  
Business Banking Group  
2485 Natomas Park Drive, Ste. 100  
Sacramento, CA 95833

Date of Invoice: December 18, 2018

The following amounts are due and payable in connection with Loan No. 5004548951-101:

- 1) Documentation Fee in the amount of \$2,500.00
- 2) Loan Fee in the amount of \$1,250.00

**Total Due to Lender: \$3,750.00**

You may pay the amount due under this invoice either by:

Submitting a check to River City Bank at the address provided above, or  
Authorizing a debit to your River City Bank checking account.

**PLEASE CONTACT YOUR ACCOUNT OFFICER TO NOTIFY THEM OF YOUR PREFERRED METHOD OF PAYMENT.**

**BORROWER:**

**CALIFORNIA CHOICE ENERGY AUTHORITY**

By: \_\_\_\_\_  
Jason Caudle, Executive Director of California  
Choice Energy Authority, a Joint Powers Authority

## AGREEMENT FOR REQUESTING LOAN ADVANCES

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
<b>\$500,000.00</b>	<b>12-18-2018</b>	<b>12-15-2020</b>	<b>5004548951-101</b>			<b>545</b>	
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.							

**Borrower:** California Choice Energy Authority  
44933 Fern Avenue  
Lancaster, CA 93534

**Lender:** River City Bank, a California corporation  
Business Banking Group  
2485 Natomas Park Drive, Ste. 100  
Sacramento, CA 95833

**DATE OF AGREEMENT:** December 18, 2018

**Borrower:** California Choice Energy Authority

Loan Number ("Loan"): **5004548951-101**

Deposit Account Number(s): TBD

**Authorized Person(s):**

(1)

**Name:** Jason Caudle

**Title:** Executive Director

**Signature:**

X \_\_\_\_\_

(2)

**Name:** Pamela Statsman

**Title:** Treasurer

**Signature:**

X \_\_\_\_\_

This Agreement for Requesting Loan Advances (this "Agreement") governs the conditions and procedures under which River City Bank ("Lender") may advance funds (each, a "Loan Advance") to Borrower under the above-referenced revolving line of credit (the "Loan"). The Loan is governed by the terms and conditions of that certain Business Loan Agreement and Exhibit A – Covenants dated as of the date hereof, between Borrower and Lender (collectively, as amended from time to time, the "Loan Agreement"), and this Agreement is subject to such additional applicable terms and conditions as may be provided in the Loan Agreement. Capitalized terms used but not defined herein shall have the meanings provided in the Loan Agreement.

**Procedures.** Lender will honor a request for a Loan Advance only if it is delivered **in writing** by one or more of the Authorized Persons named above. The Loan Advance must be requested no later than 3:30pm on a business day which is not a Saturday, Sunday or Federal holiday. Any request must be accompanied by the applicable documents and information required by the terms of the Loan Agreement. Lender reserves the right to require additional information that Lender deems reasonably necessary to ensure that all conditions precedent to the disbursement of a Loan Advance are satisfied. Lender will honor a compliant request for Loan Advance by transferring funds into either of the deposit accounts referenced above.

Lender shall be entitled to honor a request for a Loan Advance pursuant to this Agreement based upon the request of one Authorized Person notwithstanding anything to the contrary in any other document, instrument or agreement or provision of law (including without limitation California Commercial Code § 3403(b)) providing that the signature of more than one person is required to constitute the authorized signature of Borrower.

**Revolving Line of Credit.** The Loan is a revolving line of credit, meaning that Borrower may re-borrow amounts repaid under the Note, subject to the terms of the Loan Agreement. However, in no event will Borrower be entitled to request Loan Advances exceeding \$500,000.00 in the aggregate at any one time.

Further, Lender shall have no obligation to make any Loan Advance if any Event of Default has occurred or exists under the terms of the Loan Agreement or any other Related Document. Lender's obligation to make a Loan Advance may terminate with or without notice to Borrower.

**Liability for Loan Advances.** Lender may rely upon any request from an Authorized Person that reasonably appears to comply with the terms and conditions of this Agreement, and Borrower shall be unconditionally liable to Lender for repayment of any Loan Advance made by Lender pursuant to such a request. If Borrower is a partnership, corporation, limited liability company or other legal entity, Borrower shall have adopted and maintain at all times a written resolution or other record, duly approved and adopted, authorizing the Authorized Persons designated herein to be Authorized Persons under this Agreement. Borrower shall **immediately notify Lender in writing** of the termination of authority of any Authorized Person designated herein, or Borrower's desire to add a new Authorized Person. A new Authorized Person may be designated only by Borrower's execution of a new Agreement for Requesting Loan Advances, in form and substance satisfactory to Lender, together with a completed Customer Identification Notice form and such other documents and information as Lender may reasonably request. **Lender may rely upon this Agreement until Lender receives written notice of its revocation and has a reasonable period to take appropriate steps to act upon such revocation.**

**Indemnification.** Borrower and any Authorized Person who submits a request for Loan Advance to Lender agree to indemnify and hold harmless Lender, Lender's representatives and employees of and from any and all claims, demands, losses, costs and expenses (including legal fees) that may be made against or incurred by Lender arising from Lender's performance of its obligations under this Agreement.

By signing this Agreement, Borrower and each Authorized Person acknowledge and agree to the terms and conditions provided herein.

**AGREEMENT FOR REQUESTING LOAN ADVANCES  
(Continued)**

**BORROWER:**

**CALIFORNIA CHOICE ENERGY AUTHORITY**

**By:** Jason Caudle, Executive Director of California  
Choice Energy Authority, a Joint Powers Authority

**DRAFT**

## DISBURSEMENT REQUEST AND AUTHORIZATION

<b>Principal</b> \$500,000.00	<b>Loan Date</b> 12-18-2018	<b>Maturity</b> 12-15-2020	<b>Loan No</b> 5004548951-101	<b>Call / Coll</b>	<b>Account</b>	<b>Officer</b> 545	<b>Initials</b>
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.							

**Borrower:** California Choice Energy Authority  
44933 Fern Avenue  
Lancaster, CA 93534

**Lender:** River City Bank, a California corporation  
Business Banking Group  
2485 Natomas Park Drive, Ste. 100  
Sacramento, CA 95833

**LOAN TYPE.** This is a Variable Rate Nondisclosable Revolving Line of Credit Loan to a Government Entity for \$500,000.00 due on December 15, 2020.

**PRIMARY PURPOSE OF LOAN.** The primary purpose of this loan is for:

- Personal, Family, or Household Purposes or Personal Investment.
- Business (Including Real Estate Investment).

**SPECIFIC PURPOSE.** The specific purpose of this loan is: to provide working for power purchases and related expenses.

**DISBURSEMENT INSTRUCTIONS.** Borrower understands that no loan proceeds will be disbursed until all of Lender's conditions for making the loan have been satisfied. Please disburse the loan proceeds of \$500,000.00 as follows:

<b>Other Disbursements:</b>	\$500,000.00
\$500,000.00 Amount available for disbursement under RLQC	
<b>Note Principal:</b>	\$500,000.00

**CHARGES PAID IN CASH.** Borrower has paid or will pay in cash as agreed the following charges:

<b>Prepaid Finance Charges Paid in Cash:</b>	\$3,750.00
\$1,250.00 Loan Fee	
\$2,500.00 Documentation Fee	
<b>Total Charges Paid in Cash:</b>	\$3,750.00

**AUTOMATIC PAYMENTS.** Borrower hereby authorizes Lender automatically to deduct from Borrower's account, numbered TBD, the amount of any loan payment. If the funds in the account are insufficient to cover any payment, Lender shall not be obligated to advance funds to cover the payment. At any time and for any reason, Borrower or Lender may voluntarily terminate Automatic Payments.

**FINANCIAL CONDITION.** BY SIGNING THIS AUTHORIZATION, BORROWER REPRESENTS AND WARRANTS TO LENDER THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND CORRECT AND THAT THERE HAS BEEN NO MATERIAL ADVERSE CHANGE IN BORROWER'S FINANCIAL CONDITION AS DISCLOSED IN BORROWER'S MOST RECENT FINANCIAL STATEMENT TO LENDER. THIS AUTHORIZATION IS DATED DECEMBER 18, 2018.

**BORROWER:**

CALIFORNIA CHOICE ENERGY AUTHORITY

By: Jason Caudle, Executive Director of California Choice Energy Authority, a Joint Powers Authority



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

CCEA CC 2
01/22/19
JC

Date: January 22, 2019

To: Chairman Parris and Authority Members

From: Jason Caudle, Executive Director

Subject: **Resolution to Adopt an Energy Risk Management Policy for the California Choice Energy Authority**

---

**Recommendation:**

Adopt **Resolution No. CCEA 02-19**, adopting an Energy Risk Management Policy for the California Choice Energy Authority.

**Fiscal Impact:**

None.

**Background:**

In 2012, Lancaster City Council adopted Resolution 12-59 forming the California Clean Energy Authority, a Joint Powers Agreement (“JPA”) with the City of San Jacinto with the purpose of expanding solar partnerships.

On March 28, 2017, California Choice Energy Authority adopted Resolution No. CCEA 02-17, adopting the first amendment to the JPA Agreement. The amendment changed the name of the JPA to California Choice Energy Authority (“CCEA”) to better reflect the Authority’s purpose and administrative support to be provided to member cities for their Community Choice Aggregation (“CCA”) operational services. Current CCEA Members include the cities of Lancaster, San Jacinto, Pico Rivera, Rancho Mirage, and Apple Valley. Each CCEA Member has implemented and is currently operating a CCA program.

The objective of CCEA and its Members is to provide competitively-priced and environmentally-responsible energy to consumers, while also providing local economic and workforce benefits. An Energy Risk Management Policy has been developed to help ensure that CCEA’s Members achieve their CCA-related objectives and adhere to policies established by the CCEA Board of Directors, power supply and related contract commitments, good utility practice, and all applicable laws and regulations. The Policy defines CCEA’s general energy risk management framework and provides CCEA management with the authority to establish processes for monitoring, measuring, reporting, and controlling market and credit risks to which CCEA is exposed in its normal course of business.

**Attachment:**

Resolution No. CCEA 02-19

RESOLUTION NO. CCEA 02-19

A RESOLUTION OF THE CALIFORNIA CHOICE ENERGY  
AUTHORITY ADOPTING AN ENERGY RISK MANAGEMENT  
POLICY FOR THE CALIFORNIA CHOICE ENERGY  
AUTHORITY

WHEREAS, the California Choice Energy Authority (“Authority”) is a joint exercise of powers authority created under the Joint Exercise of Powers Act (California Government Code Section 6500, *et seq.*) by that certain agreement dated August 14, 2012, and originally entitled “Joint Exercise of Powers Agreement Relating to the California Clean Energy Authority (“JPA Agreement”); and

WHEREAS, the objective of California Choice Energy Authority (“CCEA”) and its Members is to provide competitively-priced and environmentally-responsible energy to consumers, while also providing local economic and workforce benefits; and

WHEREAS, the Authority desires to incorporate by reference the attached Risk Management Policy to help ensure that CCEA’s Members achieve their CCA-related objectives and adhere to policies established by the CCEA Board of Directors, power supply and related contract commitments, good utility practice, and all applicable laws and regulations; and

WHEREAS, the Risk Management Policy defines CCEA’s general energy risk management framework and provides CCEA management with the authority to establish processes for monitoring, measuring, reporting, and controlling market and credit risks to which CCEA is exposed in its normal course of business.

NOW, THEREFORE, THE BOARD OF THE CALIFORNIA CHOICE ENERGY AUTHORITY, DOES HEREBY RESOLVE, DETERMINE AND ORDER, AS FOLLOWS:

Section 1. The foregoing recitals are true and correct.

Section 2. The Authority Members hereby adopt the Risk Management Policy of the California Choice Energy Authority in the form attached to this Resolution.

PASSED, APPROVED, and ADOPTED this 22<sup>nd</sup> day of January, 2019, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

APPROVED:

\_\_\_\_\_  
BRITT AVRIT, MMC  
City Clerk/Authority Secretary  
California Choice Energy Authority

\_\_\_\_\_  
R. REX PARRIS  
Chairman  
California Choice Energy Authority

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

CERTIFICATION OF RESOLUTION  
CALIFORNIA CHOICE ENERGY AUTHORITY

I, \_\_\_\_\_, \_\_\_\_\_ City of Lancaster, California,  
do hereby certify that this is a true and correct copy of the original Resolution No. CCEA 02-19,  
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)

\_\_\_\_\_





**California Choice Energy Authority  
Energy Risk Management Policy**

**Energy Risk Management Policy  
Table of Contents**

1.0	General Provisions .....	5
1.1	Background and Purpose of Policy .....	5
1.2	Scope of Business and Related Market Risks .....	5
1.3	Policy Administration .....	6
1.4	Policy Distribution .....	6
2.0	Risk Management Goals.....	6
3.0	Risk Management Principles.....	6
4.0	Definitions of Market Risks .....	7
4.1	Market Price Risk.....	7
4.2	Counterparty Credit and Performance Risk .....	7
4.3	Load and Generation Volumetric Risk.....	8
4.4	Operational Risk .....	8
4.5	Liquidity Risk.....	9
4.6	Regulatory/Legislative Risk.....	9
5.0	Internal Control Principles .....	9
6.0	Risk Management Business Practices .....	12
6.1	Risk Measurement Metrics and Reporting.....	12
6.2	Market Price Risk.....	12
6.3	Counter Party Credit and Performance Risk .....	13
6.4	Load and Generation Volumetric Risk.....	13
6.5	Operational Risk .....	13
6.6	Liquidity Risk.....	13
6.7	Regulatory/Legislative Risk.....	14
7.0	Risk Management Policy Governance.....	14
7.1	CCEA Board of Directors .....	14
7.2	Risk Oversight Committee (ROC).....	14

## **Energy Risk Management Policy**

### **1.0 General Provisions**

#### **1.1 Background and Purpose of Policy**

The objective of California Choice Energy Authority (CCEA) and its Members is to provide competitively priced and environmentally responsible energy to consumers, while also providing local economic and workforce benefits. Current CCEA Members include the cities of Lancaster, San Jacinto, Pico Rivera, Rancho Mirage, and Apple Valley. Each CCEA Member has implemented and is currently operating a Community Choice Aggregation (CCA) program.

This Energy Risk Management Policy (Policy) has been developed to help ensure that CCEA's Members achieve their CCA-related objectives and adhere to policies established by the CCEA Board of Directors (Board), power supply and related contract commitments, good utility practice, and all applicable laws and regulations.

This Policy defines CCEA's general energy risk management framework and provides CCEA management with the authority to establish processes for monitoring, measuring, reporting, and controlling market and credit risks to which CCEA is exposed in its normal course of business.

#### **1.2 Scope of Business and Related Market Risks**

CCEA is a joint powers authority that operates as the procurement, contracting, and operational support services arm of its Members.<sup>1</sup> More specifically, CCEA provides its Members with a turnkey operational support service model, including key functional areas such as, portfolio management and power procurement, rate setting, financial modeling, data manager and call center operations, regulatory compliance, and legislative advocacy. Furthermore, and related to this Policy, CCEA serves as the wholesale market interface for its CCEA Members in order for the Members to provide energy to retail customers in its specific service territory. CCEA's wholesale market related activities include bilateral purchases and sales of electricity under short, medium and long term contracts; scheduling of load and generation of electricity into the California Independent Systems Operator (CAISO) market; retail marketing of electricity to consumers within its service territory (i.e., rate setting and product design); compliance with voluntary power content objectives and regulatory requirements as it relates to California-mandated carbon free and renewable portfolio standard (RPS) targets; participation in CAISO Congestion Revenue Rights (CRRs) market; managing the balance of load and generation over short, medium and long term horizons; and compliance with California Public Utilities Commission (CPUC) Resource Adequacy (RA) requirements.

Examples of energy market risks include, but are not limited to, the following:

- Market Price Risk
- Counter party Credit and Performance Risk
- Load and Generation Volumetric Risk

---

<sup>1</sup> Each Member's City Council is the governing body for that City's CCA program; the governing body sets CCA policy, goals, and objectives (including the approval of retail electric rates) in which CCEA and City staff are responsible for the related implementation activities

- Operational Risk
- Liquidity Risk
- Regulatory/Legislative Risk

This Policy focuses on the following:

- Risk Management Goals and Principles
- Definitions of Risks
- Internal Control Principles
- Risk Management Business Practices
- Risk Management Governance

This Policy does not address the following types of general business risk: fire, accident and casualty; health, safety, and workers' compensation; general liability; and other such typically insurable perils. The term "risk management," as used herein, is therefore understood to refer solely to market risks as herein defined, and not those other categories of risk.

### **1.3 Policy Administration**

This version of the Energy Risk Management Policy adopted by the Board the 22nd day of January, 2019, will be reviewed and updated as needed every two calendar years by the Board. This Policy may be amended as needed by the Board.

### **1.4 Policy Distribution**

This Policy shall be distributed to all CCEA Members, including Member employees and third-party contractors who are engaged in the planning, procurement, sale, and scheduling of electricity on behalf of CCEA and its Members.

## **2.0 Risk Management Goals**

The goals of energy risk management shall be to:

1. Assist in achieving its business objectives and reserve policies including retail rate stability and competitiveness and the accumulation of financial reserves;
2. avoid losses and excessive costs which would materially impact the financial condition of CCEA and its Members;
3. establish the parameters for energy procurement and sales activity to obtain the best possible price while ensuring compliance with Board-approved risk limits;
4. assist in assuring that market activities and transactions are undertaken in compliance with established procurement authorities, applicable laws, regulations and orders; and
5. encourage the development and maintenance of a corporate culture at CCEA in which the proper balance is struck between control and facilitation and in which professionalism, discipline, technical skills and analytical rigor come together to achieve CCEA objectives.

## **3.0 Risk Management Principles**

CCEA manages its energy resources and transactions for the purpose of providing its Members with low cost energy products (including renewable and carbon free energy and capacity) while at the same time minimizing risks. Undue exposure to CAISO or bilateral energy market volatility for the purpose of

potentially achieving lower costs but at the risk that costs may, in fact, be much higher, will not be accepted approach. Procurement and hedging strategy will be determined by analytical methods supplemented by experienced judgement. CCEA will use that experienced judgement and its analytical tools to assess system cost drivers such as weather, short term energy prices, load variation and operational constraints to manage timing and quantity of purchases and sales of energy and related services, consistent with the limits identified in this Policy. When actions are taken that are consistent with this Policy and for the purpose of the combined goal of low costs and optimized risk, those actions are considered to be consistent with the objectives of this Policy. CCEA will not engage in transactions, without proper authorization, whose purpose is not tied to managing costs and risks or are outside of the limits identified in this Policy.

#### **4.0 Definitions of Market Risks**

The term “market risks,” as used here, refers specifically to those categories of risk which relate to CCEA’s participation in wholesale and retail markets on behalf of its Load Serving Entity (LSE) Members and its interests in long-term contracts. Market risks include market price risk, counterparty credit and performance risk, load and generation volumetric risk, operational risk, liquidity risk, and regulatory and legislative risk. These categories are defined and explained as follows.

##### **4.1 Market Price Risk**

Market Price risk is the risk that power supply costs increase or that wholesale trading positions, long-term supply contracts and generation resources may move “out of the money,” that is, become less valuable in comparison with similar positions, contracts or resources obtainable at present prices. These same positions can also be “in the money” if they become more valuable in comparison to similar positions, contracts or resources obtainable at present market prices. This valuation methodology is commonly referred to as “Mark to Market.” If CCEA faces higher immediate power supply costs or is “out of the money” on a substantial portion of its contracts, then its Members could experience weaker than expected financial performance that could trigger the adoption of higher retail rates relative to competing alternative suppliers. This may erode the CCEA Member’s competitive position and market share if other market participants (e.g., Direct Access providers or Southern California Edison) are able to procure power at a lower cost and offer lower retail electricity rates.

A subcomponent of market price risk is market liquidity. Illiquid markets make it more difficult to buy or sell a commodity and can result in higher premiums on purchases or deeper discounts on sales.

Another dimension of market price risk is congestion risk. Congestion risks arise from the difference between the prices paid to the CAISO to schedule its load and the prices received from the CAISO for energy delivered by suppliers.

##### **4.2 Counterparty Credit and Performance Risk**

Performance and credit risk refer to the inability or unwillingness of a counterparty to perform according to its contractual obligations or extend credit. Failure to perform may arise if an energy supplier fails to deliver energy as agreed. There are four general performance and credit risk scenarios:

1. Counterparties and wholesale suppliers may fail to deliver energy or environmental attributes, requiring CCEA to purchase replacement product elsewhere, possibly at a higher cost;

2. counterparties may fail to take delivery of energy or environmental attributes sold to them, necessitating a quick resale of the product elsewhere, possibly at a lower price;
3. counterparties may fail to pay for energy or environmental attributes delivered; and
4. counterparties and suppliers may refuse to extend credit to CCEA and/or its members, possibly resulting in higher collateral posting costs impacting cash flow and any bank lines of credit.

An important subcategory of credit risk is concentration risk. When a portfolio of positions and resources is concentrated in one or a very few counterparties, sources, or locations, it becomes more likely that major losses will be sustained in the event of non-performance by a counterparty or supplier or as a result of price fluctuations at one location.

#### **4.3 Load and Generation Volumetric Risk**

Energy deliveries must be planned for based upon forecasted load adjusted for distribution line losses. CCEA forecasts its Members load requirements over the long and short term and enters into long and short-term fixed price energy contracts to hedge its load.

Load forecasting risks arise from inaccurate load forecasts and can result in the over or under procurement of energy and/or revenues that deviate from approved budgets. Energy delivery risk occurs if a generator fails to deliver expected or forecast energy. Variations in wind speed and cloud cover can also impact the amount of electricity generated by solar and wind resources, and occasional oversupply of power on the grid can lead to curtailment of energy deliveries or reduce revenue as a result of low or negative prices at energy delivery points. Weather is an important variable that can result in higher or lower electricity usage due to heating and cooling needs.

In the CAISO markets, forecasting variances can result in both over supply and undersupply of electricity relative to CCEA members' load and the over or under scheduling of generation or load into the day ahead market relative to actual energy consumed or delivered in the real time market. Load and generation volumetric risk may result in unanticipated open positions and imbalance energy costs. Imbalance energy costs result from differences in the price and/or volume of generation or load scheduled into the day ahead market when compared to the price and/or volume of generation or load in the real time market during.

#### **4.4 Operational Risk**

Operational risk consists of the potential for failure to act effectively to plan, execute and control business activities. Operational risk includes the potential for:

1. Organizational structure that is ineffective in addressing risk, i.e., the lack of sufficient authority to make and execute decisions, inadequate supervision, ineffective internal checks and balances, incomplete, inaccurate and untimely forecasts or reporting, failure to separate incompatible functions, etc.;
2. absence, shortage or loss of key personnel or lack of cross functional training;
3. lack or failure of facilities, equipment, systems and tools such as computers, software, communications links and data services;
4. exposure to litigation or sanctions resulting from violating laws and regulations, not meeting contractual obligations, failure to address legal issues and/or receive competent legal advice, not drafting and analyzing contracts effectively, etc.; and

5. errors or omissions in the conduct of business, including failure to execute transactions, violation of guidelines and directives, etc.

#### **4.5 Liquidity Risk**

Liquidity Risk is the risk that CCEA or its Members will be unable to meet its financial obligations. This can be caused by unexpected financial events and/or inaccurate pro forma calculations, rate analysis, and debt analysis. Some unexpected financial events impacting liquidity could include:

1. Incurrence of unexpected costs due to risk factors described herein;
2. failure of billing agent to properly or timely collect and remit customer payments;
3. breach of CCEA member credit covenants or thresholds; CCEAs' members may have credit covenants included in short-term energy contracts. Breach of credit covenants or thresholds could trigger the requirement to post collateral; and
4. from time to time CCEA and/or its members may be the subject of legal or other claims arising from the normal course of business. Payment of a claim by CCEA's members could reduce their liquidity if the cause of loss is not covered by the CCEA members' insurance policies.

#### **4.6 Regulatory/Legislative Risk**

Regulatory risk encompasses market structure and operational risks associated with shifting state and federal regulatory policies, rules, and regulations that could negatively impact CCEA Members. An example is the potential increase of exit fees for customers served by CCA's such as CCEA Members that could potentially result in higher electricity rates for their customers.

Legislative risk is associated with actions by federal and state legislative bodies, such as any adverse changes or requirements that may infringe on CCEA Members' autonomy, increase its costs, or otherwise negatively impact its members' ability to fulfill its mission.

#### **5.0 Internal Control Principles**

Internal controls shall be based on proven principles that meet or exceed the requirements of financial institutions and credit rating agencies and good utility practice. The required controls shall include all customary and usual business practices designed to prevent errors and improprieties, ensure accurate and timely reporting of results of operations and information pertinent to management, and facilitate attainment of business objectives. These controls are currently and shall remain fully integrated into all activities of the business and shall be consistent with stated objectives. There shall be active participation by senior management in risk management processes.

The required controls include the following:

1. Segregation of duties and functions between front, middle, and back office activities. Generally:
  - front office is responsible for planning (e.g. resource planning) and procurement (e.g. solicitation management, contract negotiation, structuring and pricing, contract execution) and contract management and compliance;

- middle office is responsible for controls and reporting (e.g., risk monitoring, risk measurement, risk reporting, procurement compliance, counterparty credit review, approval and monitoring); and
  - back office is responsible for settlements and processing (e.g., verification, validation, reconciliation and analysis of transactions, tracking, processing, and settlements of transactions).
2. Delegation of authority that is commensurate with responsibility and capability, and relevant training to ensure adequate knowledge to operate in and comply with rules associated with the markets in which they transact (e.g., CAISO). Contract origination, commercial approval, legal review, invoice validation, and transaction auditing shall be performed by separate staff or contractor for any single transaction. No single staff member shall perform all these functions on any transaction.
  3. Defining authorized products and transactions. Generally:
    - Authorized transactions are those transactions directly related to the procurement and/or administration of electric energy, reserve capacity, transmission and distribution service, ancillary services, congestion revenue rights (CRRs), renewable energy, renewable energy credits, scheduling activities, tolling agreements, and bilateral purchases of energy products. All transactions must be consistent with this Policy.
    - Prohibited transactions are those transactions that are not related to serving retail electric load and/or reducing financial exposure. Speculative buying and selling of energy products are prohibited. Speculation is defined as buying energy in excess of forecasted load plus reasonable planning reserves, intentional under-buying of energy relative to reasonable planning thresholds, or selling energy or environmental attributes that are not yet owned by CCEA's members. In no event shall speculative transactions be permitted. Any financial derivatives transaction including, but not limited to futures, swaps, options, and swaptions are also prohibited.
  4. Defining procurement authority as set forth in CCEA's Board and Member Resolutions and Administrative Services Agreements on delegating energy procurement authorities.
  5. Defining proper process for executing power supply contracts. Generally, CCEA will ensure power supply contracts are approved by personnel covering the areas of Procurement/Commercial, Technical, and Credit/Financial prior to execution. Legal review will be required of various forms of agreement.
  6. Complete and precise capture of transaction and other data, with standardization of electronic and hard copy documentation.
  7. Meaningful summarization and accurate reporting of transactions and other activity at regular intervals.
  8. Timely and accurate risk and performance measurement at regular intervals.
  9. Regular compliance review to ensure that this Policy and related risk management guidelines are adhered to.



10. Active participation by senior management in risk management processes.

## **6.0 Risk Management Business Practices**

### **6.1 Risk Measurement Metrics and Reporting**

A vital element of this Policy is the regular identification, measurement and communication of risk. To effectively communicate risk, all risk management activities must be monitored on a frequent basis using risk measurement methodologies that quantify the risks associated with CCEA's procurement-related business activities and performance relative to goals.

CCEA measures and updates its risks using a variety of tools that model programmatic financial projections, market exposure and risk metrics, as well as through short term budget updates. The following items are measured, monitored, and reported:

1. Mark-to-Market Valuation – marking to market is the process of determining the current value of contracted supply. A mark-to-market valuation shall be performed at least on a quarterly basis.
2. Exposure Reporting – calculates the notional dollar risk exposure of open portfolio positions at current market prices. The exposure risk calculation shall be performed at least on a quarterly basis.
3. Open Position Monitoring – on a quarterly basis, CCEA shall calculate/monitor its Member's open positions for all energy and capacity products.

Consistent with the above, the Middle Office will develop reports and provide feedback to the senior management of CCEA and CCEA's Members on a periodic basis.

Risk measurement methodologies shall be re-evaluated on a periodic basis to ensure CCEA adjusts its methods to reflect the evolving competitive landscape.

### **6.2 Market Price Risk**

CCEA manages market price risk using its Members' Planning Model which defines forecasted load, energy under contract and open positions in various energy product types including renewable energy, carbon free energy, and system energy.

CCEA determines the quantity of energy it will contract for in each year using its Planning Model. The Planning Model includes an outline of the delivery term and quantity of energy by product type for which CCEA will seek to contract in the upcoming year.

In general, CCEA will seek to sequence its purchases of long-term renewable energy in each year in order to diversify exposure to market conditions and reduce the risk of concentrating purchases in any one year.

For products generally purchased through short and medium-term contracts CCEA follows a similar strategy of diversifying contracting over the delivery horizon.

As predominantly a net buyer, CCEA manages its market liquidity risk through purchasing at different intervals as described in the Planning Model and transacting with a diverse set of counterparties.

Congestion risk is managed through the contracting process with a preference for day ahead scheduling and energy delivery at the point of energy delivery and through resource assessment and selection. Once energy is procured CCEA manages congestion risks through the prudent management of Congestion Revenue Rights (CRRs) consistent with its Congestions Revenue Rights Risk Management Guidelines. CRRs are financial instruments used to hedge against transmission congestion costs encountered in the CAISO day-ahead market. CCEA uses a third-party scheduling coordinator to manage its CRR portfolio in order to reduce exposure to congestion and to provide an offset to other CAISO non-energy charges.

### **6.3 Counter Party Credit and Performance Risk**

CCEA evaluates and monitors the financial strength of service and energy providers. Generally, CCEA manages its exposure to energy suppliers through a preference for counter parties with Investment Grade Credit ratings as determined by Moody's or Standard and Poor's and through the use of security requirements in the form of cash, letters of credit, and parental guarantees. CCEA measures its mark-to-market counter party credit exposure consistent with industry best practices.

### **6.4 Load and Generation Volumetric Risk**

CCEA manages energy delivery risks by ensuring that contracts include appropriate contractual penalties for non-delivery, acquiring energy from a geographically and technologically diverse portfolio of generating assets with a range of generation profiles. In order to ensure energy product targets are achieved, CCEA uses 80 to 100 percent of the generator's average annual expected energy for certain variable or as available resources for operating year load and resource planning.

CCEA manages load forecasting and related weather risks by contracting with a qualified scheduling coordinator who together provide the systems and data necessary to forecast and schedule load using good utility practice.

### **6.5 Operational Risk**

Operational risks are managed through:

- Adherence to this Policy and oversight of procurement activity;
- Conformity to Human Resources Policies and Guidelines;
- Staff resources, expertise and/or training reinforcing a culture of compliance;
- Ongoing and timely internal and external audits; and
- Cross-training amongst staff

### **6.6 Liquidity Risk**

CCEA manages liquidity risk through limiting commitments to provide security, ensuring it has adequate cash flows, and prudent investment management. CCEA monitors its liquidity (defined as unrestricted cash, investments and any credit) on a regular basis. CCEA utilizes scenario and sensitivity analyses while preparing budget, rate, and pro forma analyses in order to identify potential financial outcomes and ensure sufficient liquidity under adverse conditions.

## **6.7 Regulatory/Legislative Risk**

CCEA manages its regulatory and legislative risk through active participation in working groups and advocacy coalitions such as the California Community Choice Association. CCEA regularly participates in regulatory rulemaking proceedings and legislative affairs to protect CCEA Members' interests.

## **7.0 Risk Management Policy Governance**

### **7.1 CCEA Board of Directors**

The Board or its delegated subcommittee is responsible for adopting this Policy and reviewing it as needed every two calendar years. The Board also approves CCEA's annual budget, contracting authorities and delegates responsibilities for the management of CCEA's operations to its Executive Director and Staff.

### **7.2 Risk Oversight Committee (ROC)**

The Board shall also function as the ROC, which is responsible for the approval of substantive changes to this Policy as needed and/or every two calendar years, and for initiating and overseeing a review of the implementation of this Policy as it deems necessary. The Executive Director shall make reports and seek approval for any substantive changes to this Policy from the ROC. The ROC shall have direct responsibility for enforcing compliance with this Policy. Any gross violations to this Policy, as determined by the Executive Director, shall be reported to the ROC for appropriate action.

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

Date: January 22, 2019  
To: Mayor Parris and City Council Members  
From: Pam Statsmann, Finance Director  
Subject: **Check Registers – December 09, 2018 through January 05, 2019**

---

CC 2
01/22/19
JC

**Recommendation:**

Approve the Check Registers as presented.

**Fiscal Impact:**

\$10,097,508.80 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.:	7400698-7401179	\$ 6,345,310.09
ACH/Wire Check Nos.:	101010229-101010241	<u>\$ 3,752,198.71</u>
		\$10,097,508.80
Voided Check No.:	7400797; 7400910	
Voided ACH/Wire No.:	N/A	

PS:sp

**Attachments:**

Check Register  
ACH/Wire Register

# City of Lancaster Check Register



From Check No.: 7400698 - To Check No.: 7401179

From Check Date: 12/09/18 - To Check Date: 01/05/19

Printed: 1/7/2019 15:50

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
7400698	07134	A L E SOLUTIONS, INC	RFND-TOT/TBID-09/25-10/21/18	246.83	101 2501000	21.93
					101 3103100	224.90
				<u>246.83</u>		<u>246.83</u>
7400699	09242	ALIANZA RECYCLING & RECOVERY	RECYCLING SVCS FEE-EWASTE EVNT	617.38	101 4755355	617.38
7400700	09246	APEX COMPANIES INC	PVMNT RESTORTN SEC DEP RELEASE	600.00	101 2503000	600.00
7400701	09240	AUSTRIA & ASSOC PHYSCL THERAPY	REIMB-BL PENALTY-BUSA18-00950	46.00	101 3102300	46.00
7400702	D0745	AVE K 22 INC	MAINTENANCE SEC DEP RELEASE	22,000.00	101 2503000	22,000.00
7400703	C4080	AVRIT, BRITT	BA-MILGE-FLLBRK-11/28-12/01/18	143.88	101 4220256	143.88
7400704	D2455	BEAZER HOMES HOLDING CORP	MAINTENANCE SEC DEP RELEASE	10,000.00	101 2503000	10,000.00
7400705	09214	CHILDLIKE PRODUCTIONS	PERF-BARRY ZITO-12/16/18	500.00	101 4650318	500.00
7400706	09239	CITY OF HOPE - AV	BREAST CANCER DONATION	4,650.00	106 3201101	4,650.00
7400707	05510	CITY OF LANCASTER	PR-DIV/AVE I-HNR3/TTM 78213	14,896.10	361 4541905D	3,644.44
					361 4541905D	3,694.74
					361 4541905D	3,700.75
					361 4541905D	3,856.17
				<u>14,896.10</u>		<u>14,896.10</u>
7400708	09241	DESIGN FOR LIVING BEHAVR HLTH	RFND-SOFTBALL LEAGUE REGISTRTRN	400.00	101 3401300	400.00
7400709	08551	EMPLOYMENT DEVELOPMENT DEPT	EARNINGS WITHHOLDING	50.00	101 2159000	50.00
7400710	02108	FRANCHISE TAX BOARD	TAX WITHHOLDING ORDER	60.00	101 2159000	60.00
7400711	09244	KIM, LUCI Y	RFND-PRK CIT 30000009/30000010	134.00	101 3310200	134.00
7400712	1296	L A CO CLERK-ENVIRO FILINGS	NOE:OMP-FILING FEE	75.00	101 4770361	75.00
7400713	1296	L A CO CLERK-ENVIRO FILINGS	NOE:PDW TRAILS-FILING FEE	75.00	101 4770361	75.00
7400714	05422	L A CO SHERIFF'S DEPT	CASE #M-1502-CL-20260	20.84	101 2159000	20.84
7400715	D3448	L A CO SHERIFF'S DEPT	CASE #16A17506	44.66	101 2159000	44.66
7400716	1215	L A CO WATERWORKS	10/03/18-12/03/18 WATER SVC	1,241.65	203 4636654	1,241.65
7400717	C3677	P I H R A	2019 LEGAL UPDATE CONF REG	2,700.50	101 4220256	299.25
					101 4220256	299.25
					101 4220256	336.75

# City of Lancaster Check Register



From Check No.: 7400698 - To Check No.: 7401179

From Check Date: 12/09/18 - To Check Date: 01/05/19

Printed: 1/7/2019 15:50

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
					101 4220256	336.75
					101 4220256	336.75
					101 4220256	336.75
					101 4220256	336.75
					101 4220256	418.25
				2,700.50		2,700.50
7400718	05907	PRODIGY TOURING CORP	BAL-LEANN RIMES-12/16/18	17,500.00	101 4650318	17,500.00
7400719	1705	QUARTZ HILL WATER DISTRICT	11/01/18-12/03/18 WATER SVC	4,783.65	101 4634654	2,130.40
					203 4636654	318.16
					482 4636654	2,335.09
				4,783.65		4,783.65
7400720	09031	SLIFE, CATHERINE	CASE #BD455957	475.00	101 2159000	475.00
7400721	03154	SO CA EDISON	11/01/18-12/01/18 ELECTRIC SVC	115.61	483 4785660	115.61
7400722	03154	SO CA EDISON	10/17/18-12/05/18 ELECTRIC SVC	1,001.64	203 4636652	25.06
					209 12ST032924	65.48
					232 15BW005924	38.70
					482 4636652	554.92
					483 4752660	128.25
					483 4785660	189.23
				1,001.64		1,001.64
7400723	03154	SO CA EDISON	10/02/18-12/03/18 ELECTRIC SVC	2,527.63	203 4636652	794.63
					482 4636652	1,733.00
				2,527.63		2,527.63
7400724	03154	SO CA EDISON	09/20/18-12/06/18 ELECTRIC SVC	3,538.78	483 4785652	3,032.17
					483 4785660	506.61
				3,538.78		3,538.78
7400725	1907	SO CA GAS COMPANY	10/31/18-12/03/18 GAS SVC	16.27	101 4631655	16.27
7400726	C2554	SUPERIOR COURT OF CA-CO OF L A	11/18-ALLCTN OF PRKG PENALTIES	18,438.00	101 3310200	194.00
					101 3310200	1,810.50
					101 3310200	1,816.50
					101 3310200	1,816.50
					101 3310200	2,422.00
					101 3310200	3,136.50
					101 3310200	3,621.00
					101 3310200	3,621.00
				18,438.00		18,438.00
7400727	C8046	U S DEPT OF EDUCATION	LEVY PROCEEDS	266.00	101 2159000	266.00
7400728	C6406	WELLS, KATHY	KW-MILGE-SN FRNCSC-11/27-29/18	113.40	490 4250201	48.00
					490 4250201	65.40
				113.40		113.40

# City of Lancaster Check Register



From Check No.: 7400698 - To Check No.: 7401179

From Check Date: 12/09/18 - To Check Date: 01/05/19

Printed: 1/7/2019 15:50

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
7400729	08290	4WALL ENTERTAINMENT INC	PAC-EQUIPMNT RNTLS-10/16-24/18	3,615.94	101 4650602	3,615.94
7400730	00105	A V FLORIST	11/18-FLORAL DESIGN INSTRUCTN	201.60	101 4643308	201.60
7400731	03854	A V JANITORIAL SUPPLY	CPC-JANITORIAL SUPPLIES	256.23	101 4631406	256.23
7400732	07489	ACCESSO SHOWARE	PAC-10/18-TICKET SALES PAC-11/18-TICKET SALES	2,904.15 2,747.75 <u>5,651.90</u>	101 4650302 101 4650302	2,904.15 2,747.75 <u>5,651.90</u>
7400733	05445	ADELMAN BROADCASTING, INC	FOD-10/18-ADVERTISING	1,500.00	101 4649563	1,500.00
7400734	L0922	ADOLPHUS, SHERELL	LCE-NEM PAYOUT	180.17	490 4250658	180.17
7400735	07741	AGRI-TURF DISTRIBUTING LLC	FOD-RYEGRASS(6 PALLETS)	477.97	101 4649563	477.97
7400736	D1663	AMERICAN IRON WORK	NSC-FENCE REPAIR	445.00	101 4635404	445.00
7400737	04190	AMERIPRIDE SERVICES	UNIFORM CLEANINGS	53.28	101 4753209	53.28
7400738	01933	AMERON	STREETLIGHT POLE REPLACEMENTS	11,394.62	483 4785460	11,394.62
7400739	05251	AMTECH ELEVATOR SERVICES	PAC-ELEVATOR FULL LOAD TESTING	3,055.00	101 4650402	3,055.00
7400740	02693	ANDY GUMP, INC	RDP-FENCE RNTL-11/02-29/18 PBP-FENCE RNTL-11/16-12/13/18 OMP-FENCE RNTL-11/26-12/23/18	33.51 19.71 44.68 <u>97.90</u>	101 4634602 101 4631602 101 4634602	33.51 19.71 44.68 <u>97.90</u>
7400741	08130	ARTAROUND STUDIO	11/18-CUBISM INSTRUCTION	105.00	101 4643308	105.00
7400742	04446	AUTO PROS	SMOG INSPECTION-EQ5825 SMOG INSPECTION-EQ5709 SMOG INSPECTION-EQ5501 SMOG INSPECTION-EQ5707 SMOG INSPECTION-EQ5652 SMOG INSPECTION-EQ1745 SMOG INSPECTION-EQ7508	45.00 45.00 45.00 45.00 45.00 45.00 45.00 <u>315.00</u>	101 4634207 101 4635207 101 4653207 101 4634207 101 4633207 101 4647207 101 4781207	45.00 45.00 45.00 45.00 45.00 45.00 45.00 <u>315.00</u>
7400743	04151	AXES FIRE INC	FIRE CERTS(9)	114.50	101 4631207 101 4640207 101 4753207 101 4753207 101 4753207 203 4752207 203 4785207 484 4752207 <u>114.50</u>	20.00 10.50 10.50 21.00 21.00 10.50 10.50 10.50 <u>114.50</u>
7400744	D0879	B'S EMBROIDERY ETC	STAFF UNIFORM SHIRTS	1,697.25	483 4785209	1,697.25



# City of Lancaster Check Register



From Check No.: 7400698 - To Check No.: 7401179

From Check Date: 12/09/18 - To Check Date: 01/05/19

Printed: 1/7/2019 15:50

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
			STAFF UNIFORM SHIRTS(30)	1,719.15	203 4785209	1,719.15
			NSC-COAT EMBROIDERY(9)	98.55	101 4635209	98.55
				<u>3,514.95</u>		<u>3,514.95</u>
7400745	07764	BAIRD, MARK S	LCE-NEM PAYOUT	32.95	490 4250658	32.95
7400746	07402	BEECHWOOD MANOR APTS	LCE-NEM PAYOUT	2.44	490 4250658	2.44
7400747	09238	BOYD, SHANNON	RFND-MOAH-RENTAL DEP	259.00	101 2182001	259.00
7400748	08017	BURKE, WILLIAMS & SORENSEN LLP	10/18-PROFESSIONAL SERVICES	3,142.00	101 4100303	3,142.00
7400749	08094	BURRELLESLUCE	11/18-MONTHLY MEDIA CHARGES	331.60	101 4305301	331.60
7400750	08118	BYD ENERGY LLC	LED STREET LIGHTS(9)	1,769.52	483 4785460	1,769.52
7400751	A9249	CA DEPT OF CORRECTNS/REHAB	10/18-CUSTODY SUPRVSN AGREEMNT	7,221.00	203 4752308	6,873.00
					224 4752308	348.00
				<u>7,221.00</u>		<u>7,221.00</u>
7400752	D2438	CALIFORNIA CONSULTING, INC	12/18-GRANT WRITING SERVICES	2,450.00	104 4631402	2,450.00
7400753	02197	CARROT TOP INDUSTRIES INC	CA-FLAG HOLDERS/POLE HARDWARE	1,255.24	101 2175000	(107.73)
			CA-ALASKA FLAG	31.20	101 4649562	1,362.97
			CA-MONTANA FLAG	34.36	101 2175000	(2.37)
					101 4649562	33.57
					101 2175000	(2.37)
					101 4649562	36.73
				<u>1,320.80</u>		<u>1,320.80</u>
7400754	05938	CENTERSTAGING LLC	PAC-INSTRMNT RNTL-10/13/18	2,440.44	101 4650602	2,440.44
7400755	D0631	CLASSIC TOUCH UPHOLSTERY	FOD-WALL PAD REPAIR	285.92	101 4649563	285.92
7400756	05128	CLEANSTREET	11/18 MONTHLY STREET SWEEP	40,237.52	203 4752450	39,237.52
					484 4752450	1,000.00
				<u>40,237.52</u>		<u>40,237.52</u>
7400757	D1545	CLETEHOUSE CAFE, INC	MOAH-RECEPTION CATERING	3,500.00	101 4100205	3,500.00
7400758	08484	CONSOLIDATED ELECTRCL DIST INC	CABLE TIES(300)	29.57	101 4633403	29.57
			MOAH-LIGHTING SUPPLIES	100.85	101 4633403	100.85
			CABLE TIES(50 PACKS)	45.99	101 4633403	45.99
				<u>176.41</u>		<u>176.41</u>
7400759	07545	COSTAR REALTY INFORMATION INC	12/18-PROFESSIONAL SERVICES	1,001.38	101 4240301	1,001.38
7400760	08896	CSI ELECTRICAL CONTRACTORS INC	NSC-LIGHT POLE REPAIRS	6,052.00	101 4635402	6,052.00
7400761	04677	D C F SOILS	OMP-TOPPER MULCH(120 YDS)	2,847.00	104 4631402	2,847.00
7400762	05844	DAVID EVANS AND ASSOCIATES INC	CP17009-5TH ST E IMPROVEMENTS	1,451.00	210 15ST055924	1,451.00

# City of Lancaster Check Register



From Check No.: 7400698 - To Check No.: 7401179

From Check Date: 12/09/18 - To Check Date: 01/05/19

Printed: 1/7/2019 15:50

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
7400763	07131	DE LAGE LANDEN FINANCIAL SVCS	12/15/18-01/14/19 NETWRK PRNTR	168.95	101 4800254	168.95
7400764	08803	DEDMAN, LENARDO	11/18-FRENCH INSTRUCTOR 11/18-SPANISH INSTRUCTOR	108.00 162.00	101 4643308 101 4643308	108.00 162.00
				270.00		270.00
7400765	08823	DEMMERS, LINDA	LANC LIBRARY CONSULTING SVCS	2,800.00	109 4200301	2,800.00
7400766	D2290	DEPT OF HOUSING & COMM DEV	2018/2019 MHP PERMIT FEES	9,525.00	101 2179000	9,525.00
7400767	00414	DESERT LOCK COMPANY	PAC-LOCKS(2) CH-LOCK WCP-STRIKE PLATES(8) CH-LOCK REPAIR CASH BAG KEYS/CLIP FOD-LOCKS(11) KEYS(10) AHP-DOOR REPAIR	20.81 26.26 185.62 114.88 14.24 221.81 38.33 67.50	101 4650403 101 4633403 101 4631402 101 4633402 101 4633403 101 4649563 101 4633403 101 4631402	20.81 26.26 185.62 114.88 14.24 221.81 38.33 67.50
				689.45		689.45
7400768	07159	DIAZ, BRANDON	10/18-TENNIS INSTRUCTOR 11/18-TENNIS INSTRUCTION 11/18-TENNIS INSTRUCTION 11/18-TENNIS INSTRUCTION 11/18-TENNIS INSTRUCTION 11/18-TENNIS INSTRUCTION 10/18-TENNIS INSTRUCTOR 10/18-TENNIS INSTRUCTOR 10/18-TENNIS INSTRUCTOR 10/18-TENNIS INSTRUCTOR 10/18-TENNIS INSTRUCTOR 10/18-TENNIS INSTRUCTOR 10/18-TENNIS INSTRUCTOR 10/18-TENNIS INSTRUCTOR 10/18-TENNIS INSTRUCTOR	14.20 84.00 140.00 84.00 308.00 252.00 12.00 4.00 96.00 8.00 8.00 12.00 36.00 43.00	101 4643308 101 4643308 101 4643308 101 4643308 101 4643308 101 4643308 101 4643308 101 4643308 101 4643308 101 4643308 101 4643308 101 4643308 101 4643308 101 4643308	14.20 84.00 140.00 84.00 308.00 252.00 12.00 4.00 96.00 8.00 8.00 12.00 36.00 43.00
				1,101.20		1,101.20
7400769	03072	DONNELL PRINTING	BUSINESS CARDS(2000)	837.68	101 4600259 101 4640259 101 4650259 101 4770253	93.08 93.08 186.16 465.36
				837.68		837.68
7400770	L0776	DRAKE, JOHN H	LCE-NEM 2018 ANNUAL PAYOUT	89.26	490 4250658	89.26
7400771	L0923	DRIVER, RACHEL	LCE-NEM PAYOUT	78.11	490 4250658	78.11
7400772	08329	E C S IMAGING INC	PRJCT MANAGEMENT/CONSLTNG SVCS	2,081.25	109 4210301	2,081.25
7400773	06857	ENTERTAINMENTMAX, INC	CMMSSNS-PST MDRN JKBX-11/25/18	2,250.00	101 4650301	2,250.00
7400774	D2427	ENVIRONMENTAL SOUND SOLUTIONS	12/18-MUSIC SERVICE	65.00	101 4633301	65.00

# City of Lancaster Check Register



From Check No.: 7400698 - To Check No.: 7401179

From Check Date: 12/09/18 - To Check Date: 01/05/19

Printed: 1/7/2019 15:50

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
7400775	06380	EWING IRRIGATION PRODUCTS, INC	LMS-FOD LOGO PAINT LMS-MOUNT CLAY(27 BAGS)	70.13 560.45 <u>630.58</u>	101 4632404 101 4632404	70.13 560.45 <u>630.58</u>
7400776	00617	FEDERAL EXPRESS CORPORATION	EXPRESS MAILINGS  EXPRESS MAILINGS	164.61  54.61 <u>219.22</u>	101 1110000 217 16ST006924 306 4542212 323 15SW016924 101 4650212 306 4542212	84.92 20.73 23.13 35.83 35.61 19.00 <u>219.22</u>
7400777	07124	FIRST AMERICAN DATA TREE, LLC	10/18-PROFESSIONAL SERVICES 11/18-PROFESSIONAL SERVICES ABSTRACTOR SERVICES	500.00 500.00 103.50 <u>1,103.50</u>	101 4230301 101 4230301 101 4230301	500.00 500.00 103.50 <u>1,103.50</u>
7400778	L0924	FRANCIS, NORMA	LCE-NEM PAYOUT	312.44	490 4250658	312.44
7400779	09103	G & F LIGHTING SUPPLY	TWIST LOCK PHOTO CONTROLS	15,308.10	483 4785665	15,308.10
7400780	03206	GAYLORD BROTHERS	CEDAR:MOAH-ART SUPPLIES	1,534.90 <u>1,534.90</u>	101 2175000 101 4653251	(145.82) <u>1,680.72</u> 1,534.90
7400781	08245	GOLDEN STATE LABOR COMPLIANCE	CP18006-2018 SIDEWALK REPAIRS CP18006-2018 SIDEWALK REPAIRS	2,099.00 2,099.00 <u>4,198.00</u>	210 12ST037924 210 12ST037924	2,099.00 2,099.00 <u>4,198.00</u>
7400782	06649	GRADY, VICTOR	11/18-GUITAR INSTRUCTOR	224.00	101 4643308	224.00
7400783	L0925	GRANDY, VANESSA	LCE-NEM PAYOUT	16.44	490 4250658	16.44
7400784	C9980	GRANICUS, INC	12/18-GOVRMNT TRANSPRNCY SUITE	2,181.00 <u>2,181.00</u>	101 4305296 101 4305402	420.00 <u>1,761.00</u> 2,181.00
7400785	C7863	GREEN SET, INC	EMP GALA-PROP RENTALS	1,943.63	101 4649225	1,943.63
7400786	08088	HANDSON SANTA CLARITA INC	AV CRCS PROGRAM FEES	5,000.00	101 4820304	5,000.00
7400787	819	HERC RENTALS INC	SOL-FLATBD RNTL-09/27-10/01/18 OMP-ROLLER RENTAL-11/15/18	871.54 700.10 <u>1,571.64</u>	101 4649568 101 4634602	871.54 700.10 <u>1,571.64</u>
7400788	07127	HUMAN ELEMENT	11/18-FITWOMEN INSTRUCTION	33.60	101 4643308	33.60
7400789	08926	INDUSTRIAL TECHNICAL SERVICES	CAPACITORS(6)	3,581.80	485 4755405	3,581.80
7400790	09192	INKLINE DESIGN	LTV-WEB DEVELOPMENT AVWORKLOCAL WEB DEVELOPMENT	487.50 318.75	101 4305296 101 4305301	487.50 318.75

# City of Lancaster Check Register



From Check No.: 7400698 - To Check No.: 7401179

From Check Date: 12/09/18 - To Check Date: 01/05/19

Printed: 1/7/2019 15:50

Check No.	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
				806.25		806.25
7400791	D3842	INNOVATION EDUCATION	11/18-ITALIAN INSTRUCTION	56.00	101 4643308	56.00
			11/18-LEGO ROBOTICS INSTRUCTN	280.00	101 4643308	280.00
				<u>336.00</u>		<u>336.00</u>
7400792	06623	INTERN'L DANCE FITNESS ACADEMY	11/18-SALSA INSTRUCTION	264.00	101 4643308	264.00
			11/18-SALSA INSTRUCTION	48.00	101 4643308	48.00
				<u>312.00</u>		<u>312.00</u>
7400793	A2594	INTERSTATE BATTERY SYS OF A V	BATTERIES(9)	916.53	101 4633207	119.82
					101 4634207	104.71
					101 4635207	107.01
					101 4635207	111.76
					203 4752207	233.59
					203 4785207	239.64
			BATTERIES(4)	403.89	101 4635207	110.75
					203 4752207	53.50
					480 4755207	239.64
			BATTERY-EQ3993	53.51	480 4755207	53.51
			BATTERY	127.35	101 4635207	127.35
				<u>1,501.28</u>		<u>1,501.28</u>
7400794	D4004	J P POOLS	TBP-SPLASH PAD CONSULTATION	560.00	101 4631301	560.00
			EPL-CONSULTING/SERVICE	1,200.00	101 4631301	1,200.00
			WPL-CONSULTING/SERVICE	1,000.00	101 4631301	1,000.00
				<u>2,760.00</u>		<u>2,760.00</u>
7400795	A6448	JOHNSON CONTROLS INC	CH-COOLER REPAIRS	2,512.00	101 4633403	2,512.00
7400796	01419	JOHNSTONE SUPPLY	MBC-NATURAL TIES(53 PACKS)	362.14	101 4649565	362.14
			MBC-BLACK TIES(2 PACKS)	27.20	101 4649565	27.20
				<u>389.34</u>		<u>389.34</u>
7400797	VOID					
7400798	D1903	KERN MACHINERY INC-LANCASTER	CH-BACKPACK BLOWERS	1,313.79	101 4633293	1,313.79
7400799	A8656	KIMLEY-HORN & ASSOCIATES INC	CDP1310-P/PM SVC-10/31/18-AV	6,417.50	210 15BR005924	6,417.50
			CDP1310-P/PM SVC-10/31/18-AV G	6,152.50	210 15BR006924	6,152.50
			CDP1310-P/PM SVC-10/31/18-AV J	8,770.67	210 15BR007924	8,770.67
			CDP1310-P/PM SVC-10/31/18-AV L	5,330.00	210 15BR008924	5,330.00
			CP15006-PROFESSIONAL SERVICES	745.00	232 16ST028924	745.00
				<u>27,415.67</u>		<u>27,415.67</u>
7400800	C8919	KOCUREK, PHILLIP	11/18-PHOTOGRAPHY INSTRUCTOR	225.00	101 4643308	225.00
7400801	C5347	LA CONSULTING INC	11/18 PROFESSIONAL SVCS	1,761.70	101 4753301	1,761.70
7400802	C7873	LANCASTER AUTO MALL ASSOC	11/18-AUTO MALL SIGN EXPENSES	930.67	101 4240340	930.67
7400803	07086	LUCKY LUKE BREWING COMPANY	BLCK PRTY-BEVERAGES	665.47	101 4649225	665.47

# City of Lancaster Check Register



From Check No.: 7400698 - To Check No.: 7401179

From Check Date: 12/09/18 - To Check Date: 01/05/19

Printed: 1/7/2019 15:50

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
7400804	04351	LYN GRAFIX	UNIFORM SHIRTS(2)	89.30	101 4649225	89.30
7400805	09232	MCKIZZIE, KYOSHI B	BLCK PRTY-PHOTOGRPAHY SVCS	120.00	101 4305301	120.00
7400806	D3578	MINUTEMAN PRESS	CCEA-BUSINESS CARDS(1500)	100.20	491 4250259	100.20
7400807	01184	MONTE VISTA CAR WASH	CAR WASHES(18)	277.00	101 4200207	15.50
					101 4640207	15.50
					101 4647207	13.50
					101 4647207	14.50
					101 4647207	15.50
					101 4647207	15.50
					101 4761207	15.50
					101 4761207	15.50
					101 4761207	15.50
					101 4761207	15.50
					101 4783207	13.50
					101 4783207	13.50
					101 4783207	13.50
					101 4800207	14.50
					101 4800207	14.50
					101 4800207	15.50
					101 4800207	15.50
					101 4800207	24.50
				<u>277.00</u>		<u>277.00</u>
7400808	06936	MOSMAN, DESIREA	11/18-AM EXERCISE INSTRUCTION	560.00	101 4643308	560.00
7400809	C9177	MUNISERVICES, LLC	2018 CAFR REPORT	1,675.00	101 4410301	1,675.00
			2ND QTR 2018-SALES TAX RPRTING	1,768.38	101 4410301	1,768.38
				<u>3,443.38</u>		<u>3,443.38</u>
7400810	L0927	MURILLO, EDWIN	LCE-NEM PAYOUT	3.65	490 4250658	3.65
7400811	06610	NASSCO, INC	2019 MEMBERSHIP DUES	295.00	480 4755206	295.00
7400812	06148	NIK-O-LOK, INC	11/18-MONTHLY COIN LOCK LEASE	43.00	101 4633403	43.00
			12/18-MONTHLY COIN LOCK LEASE	39.00	101 4633403	39.00
				<u>82.00</u>		<u>82.00</u>
7400813	D2634	O'REAR, JEFFREY R	11/18-PRODUCTION SERVICES	400.00	101 4649225	400.00
7400814	03762	OFFICE DEPOT	CCEA-OFFICE SUPPLIES	276.04	491 4250259	276.04
			CCEA-WHITE OUT	17.51	491 4250259	17.51
			CCEA-OFFICE SUPPLIES	97.59	491 4250259	97.59
			CCEA-OFFICE SUPPLIES	13.95	491 4250259	13.95
				<u>405.09</u>		<u>405.09</u>
7400815	C3052	OXFORD INN AND SUITES	PAC-LODGING-CIRQUE-10/20/18	1,533.06	101 4650257	1,533.06
7400816	A7221	P E R S LONG TERM CARE PROGRAM	12/18-RETIREE LONG TERM CARE	4,341.14	109 1101000	4,341.14

# City of Lancaster Check Register



From Check No.: 7400698 - To Check No.: 7401179

From Check Date: 12/09/18 - To Check Date: 01/05/19

Printed: 1/7/2019 15:50

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
7400817	05741	P P G ARCHITECTURAL FINISHES	NSC-FIELD PAINT	1,060.62	101 4635404	1,060.62
7400818	06984	PACIFIC DESIGN & INTEGRATION	11/18-BROADCAST MTNG SERVICES	5,181.00	101 4305296	5,181.00
7400819	1609	PALMDALE TROPHY	CUSTOM BASEBALL JERSEY	123.68	101 4649225	123.68
7400820	07916	PARRON HALL CORPORATION	INTERIOR DESIGN SERVICES	7,375.00	101 4633402	7,375.00
7400821	L0359	PETERS, RHONDA	LCE-NEM PAYOUT	143.60	490 4250658	143.60
7400822	08213	PHELPS	VIDEO PROD-BUSINESS ATTRACTION	5,805.00	101 4540340	5,805.00
7400823	08967	PIONEER ATHLETICS	FOD-LOGO PAINT	317.75	101 2175000	(2.15)
			FOD-LOGO STENCIL	921.04	101 2175000	319.90
			NSC-FIELD PAINT(6 CASES)	412.78	101 4649563	(1.39)
					101 2175000	922.43
					101 2175000	(1.13)
					101 4635404	413.91
				<u>1,651.57</u>		<u>1,651.57</u>
7400824	D3762	POUR D' VINO, LLC	CATERING SVCS-12/01/18	6,076.46	101 4649225	6,076.46
7400825	06160	PRIME TIME PARTY RENTALS	LINEN RENTALS	998.00	101 4649225	998.00
			BLCK PRTY-EQUIPMENT RENTALS	1,993.00	101 4649559	1,993.00
				<u>2,991.00</u>		<u>2,991.00</u>
7400826	C5395	PRO ACTIVE WORK HEALTH SERVICES	GB-PHYS/ESCRN/TB TSTS-10/05/18	100.00	101 4220255	100.00
			NR-TB TEST-10/08/18	20.00	101 4220255	20.00
				<u>120.00</u>		<u>120.00</u>
7400827	05518	PROJECT PARTNERS INC	11/18-ENGINEER SUPPORT SRVCS	12,744.00	101 4762308	3,312.00
					207 15ST062924	2,520.00
					209 12ST038924	2,520.00
					209 16ST007924	432.00
					210 12ST037924	3,960.00
				<u>12,744.00</u>		<u>12,744.00</u>
7400828	04361	PROTECTION ONE	LMS-11/18 ELEVATOR MAINTENANCE	35.12	101 4632301	35.12
			LMS-12/18 ELEVATOR MAINTENANCE	35.12	101 4632301	35.12
			LMS-12/18-ALARM MONITORING	48.62	101 4632301	48.62
				<u>118.86</u>		<u>118.86</u>
7400829	05864	QUINN COMPANY	PARTS/LABOR-EQ3835	26,744.07	484 4752753	26,744.07
7400830	C4435	ROACH'S TERMITE PEST CONTROL	NSC-11/18 PEST CONTROL	185.00	101 4635301	185.00
			OMP-11/18 PEST CONTROL	190.00	101 4634301	190.00
				<u>375.00</u>		<u>375.00</u>
7400831	05943	ROBERTSON'S	CONCRETE	163.72	203 4752410	163.72
			CONCRETE	245.59	203 4752410	245.59
				<u>409.31</u>		<u>409.31</u>

# City of Lancaster Check Register



From Check No.: 7400698 - To Check No.: 7401179

From Check Date: 12/09/18 - To Check Date: 01/05/19

Printed: 1/7/2019 15:50

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
7400832	09104	ROSENDIN ELECTRIC INC	NSC-ELECTRICAL BOXES REPAIR	29,245.71	101 4635404	29,245.71
7400833	04337	RUIZ, LINDA	11/18-TENNIS INSTRUCTION 11/18-TENNIS INSTRUCTION	214.20 178.50	101 4643308 101 4643308	214.20 178.50
				<u>392.70</u>		<u>392.70</u>
7400834	07158	RUPPERT, KIM S	11/18-HEARING SERVICES	165.00	101 3309100 101 4410301 101 4545301	55.00 55.00 55.00
				<u>165.00</u>		<u>165.00</u>
7400835	D3947	S G A CLEANING SERVICES	MP-DOOR REPAIR LMS-IRRIGATION REPAIRS AHP-GRAFFITI REMOVAL AHP-GRAFFITI REMOVAL PBP-GRAFFITI REMOVAL MOAH-LIGHTING REPAIRS MOAH-BANNER REMOVAL	423.00 265.00 365.00 325.00 235.00 565.00 220.00	101 4631402 101 4632402 101 4631402 101 4631402 101 4631402 101 4633402 101 4649559	423.00 265.00 365.00 325.00 235.00 565.00 220.00
				<u>2,398.00</u>		<u>2,398.00</u>
7400836	A8260	SAGE STAFFING	AT-LCE STAFF-11/12-16/18 EM-PARKS STAFF-11/19-21/18 AM-PUBLIC SFTY STFF-11/19-23/18	801.60 767.25 267.90	490 4250308 101 4600308 101 4820308	801.60 767.25 267.90
				<u>1,836.75</u>		<u>1,836.75</u>
7400837	1919	SAV-ON FENCE COMPANY	35 ST W/AV L-HANDRAIL REPAIR OMP-FENCE HARDWARE	4,679.00 26.69	203 4752460 101 4634404	4,679.00 26.69
				<u>4,705.69</u>		<u>4,705.69</u>
7400838	L0417	SCHWEHR, AARON	LCE-NEM PAYOUT	165.19	490 4250658	165.19
7400839	06664	SEA SUPPLY	NSC-JANITORIAL SUPPLIES	1,776.24	101 4635406	1,776.24
7400840	08790	SECURE TASK	LGC-11/16-25/18-SECURTY PATROL MTNC YD-11/18-SECURITY PATROL	1,835.40 4,568.96	101 4240340 203 4752301	1,835.40 4,568.96
				<u>6,404.36</u>		<u>6,404.36</u>
7400841	05149	SIERRA DOOR SYSTEMS	PAC-DOOR REPAIRS	1,110.00	101 4650402	1,110.00
7400842	1894	SIGNS & DESIGNS	KN-NAMEPLATE/JC-FACEPLATE RP-FACEPLATE	31.02 13.14	101 4200259 101 4200259	31.02 13.14
				<u>44.16</u>		<u>44.16</u>
7400843	09245	SISSON, TAMMIE	11/18-SPA ESSENTLS INSTRUCTOR 11/18-SPA ESSENTLS INSTRUCTOR 11/18-SPA ESSENTLS INSTRUCTOR 11/18-STEM INSTRUCTOR	48.00 48.00 48.00 24.00	101 4643308 101 4643308 101 4643308 101 4643308	48.00 48.00 48.00 24.00
				<u>168.00</u>		<u>168.00</u>
7400844	07139	SITEONE LANDSCAPE SUPPLY LLC	PARK FERTILIZER	6,438.60	101 4631404 101 4634404	4,315.72 1,302.76

# City of Lancaster Check Register



From Check No.: 7400698 - To Check No.: 7401179

From Check Date: 12/09/18 - To Check Date: 01/05/19

Printed: 1/7/2019 15:50

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
			PARK FERTILIZER	5,518.80	101 4635404	820.12
					101 4631404	3,699.20
					101 4634404	1,116.66
					101 4635404	702.94
			PARK FERTILIZER	735.84	101 4631404	493.23
					101 4634404	148.87
					101 4635404	93.74
			OMP-RYEGRASS BLEND(100 BAGS)	6,641.18	101 4634404	6,641.18
				19,334.42		19,334.42
7400845	5210	SLATER PIANO SERVICE	BLVD-PIANO TUNING/REPAIR	475.00	101 4649225	475.00
7400846	01816	SMITH PIPE & SUPPLY INC	IRRIGATION SUPPLIIES	115.27	101 4633404	115.27
			CH-DIGGING BAR	68.90	101 4633404	68.90
			OMP-IRRIGATION SUPPLIES	334.03	101 4634404	334.03
			OMP-VALVE BOXES(4)	89.75	101 4634404	89.75
			AHP-VALVE BOX LIDS/OIL	231.90	101 4631404	231.90
				839.85		839.85
7400847	09163	SOCAL OFFICE TECHNOLOGIES	INK CARTRIDGES(6)	560.31	101 4410254	560.31
7400848	09247	SOLID CONSTRUCTION COMPANY	LGC-BOARD UP//SECURE	2,397.80	101 4240340	2,397.80
7400849	L0928	STARKS,NICHOLAS	LCE-NEM PAYOUT	125.99	490 4250658	125.99
7400850	05413	STATEWIDE TRAFFIC SAFETY/SIGNS	SIGN INSTALLATION SUPPLIES	2,387.77	203 4785455	2,387.77
7400851	05590	STUDIO EQUIPMENT RENTALS INC	LMS-ROLLER RNTL-06/11-15/18	900.00	101 4632602	900.00
			FOD-GENERATOR/EQPMNT RNTLS	955.25	101 4649563	955.25
				1,855.25		1,855.25
7400852	08087	THE BAYSHORE CONSULTING GROUP	CCEA-EL MONTE-FEASIBILITY SVCS	2,500.00	491 4250012T	2,500.00
			CCEA-BALDWIN PRK-FEASBLTY SVCS	2,500.00	491 4250007T	2,500.00
			CCEA-COMMERCE-SOLAR DV CNSLTNG	150.00	491 4250010T	150.00
			CCEA-RMEA-CONSULTING SVCS	2,665.32	491 4250004P	2,665.32
			CCEA-SJP-CONSULTING SVCS	2,665.32	491 4250001P	2,665.32
			CCEA-PRIME-CONSIULTING SVCS	2,551.23	491 4250002P	2,551.23
				13,031.87		13,031.87
7400853	07372	THE MODERN TEA ROOM, LLC	BLCK PRTY-CATERING-12/01/18	1,530.62	101 4649559	1,530.62
7400854	09091	THE RETAIL COACH LLC	RETAIL RECRUITMENT CONSULTING	15,818.91	101 4240301	15,818.91
7400855	C5522	THOMSON REUTERS-WEST PMT CENT	11/18-INFORMATION CHARGES	517.46	101 4230301	517.46
7400856	04239	TIM WELLS MOBILE TIRE SERVICE	TIRE-EQ5785	76.08	101 4633207	76.08
7400857	06959	TONY A BURKHOLDER MASONRY	BULLFROG CANTINA FLOOR MTNC	800.00	227 11BS023924	800.00
7400858	D1594	TOUCHPOINT ENERGIZED COMM	12/18-E NEWSLETTER SVC	375.00	101 4100205	375.00
			11/18-MAYORS EMAIL BROADCAST	2,500.00	101 4100205	2,500.00
				2,875.00		2,875.00



# City of Lancaster Check Register



From Check No.: 7400698 - To Check No.: 7401179

From Check Date: 12/09/18 - To Check Date: 01/05/19

Printed: 1/7/2019 15:50

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
7400859	A7515	U S BANK	10/18-ADMIN FEE	243.07	101 3501110	243.07
7400860	A2124	UNDERGROUND SERVICE ALERT/SC	11/18-TICKETS(121)	209.65	484 4752301	209.65
7400861	08783	UNIFIRST CORPORATION	UNIFORM CLEANINGS	110.49	480 4755209	110.49
7400862	C4011	UNITED RENTALS	BOO-TRAILER RNTL-09/26/18 LMS-FUEL CAN	134.69 46.80	101 4649561 101 4632207	134.69 46.80
				<u>181.49</u>		<u>181.49</u>
7400863	31009	UNIVERSAL ELECTRONIC ALARMS	NSC-12/18-SECURITY ALARM CDR ST-12/18-SECURITY ALARM NSC-12/18-SECURITY ALARM PAC-12/18-FIRE ALARM MOAH-12/18-FIRE ALARM PAC-12/18-SECURITY ALARM WH-12/18-SECURITY ALARM TBP-12/18-SECURITY ALARM STP-12/18-SECURITY ALARM NSC-12/18-SECURITY ALARM OMP-12/18-SECURITY ALARM CH-12/18-SECURITY ALARM	37.00 37.00 56.00 56.00 27.00 27.00 27.00 27.00 27.00 27.00 27.00 27.00	101 4635301 101 4651301 101 4635301 101 4650301 101 4633301 101 4650301 101 4633301 101 4631301 101 4631301 101 4635301 101 4634301 101 4633301	37.00 37.00 56.00 56.00 27.00 27.00 27.00 27.00 27.00 27.00 27.00 27.00
				<u>402.00</u>		<u>402.00</u>
7400864	04496	VULCAN MATERIAL WESTERN DIV	ASPHALT COLD MIX COLD MIX COLD MIX	151.37 94.39 95.16 188.78	203 4752410 203 4752410 203 4752410 203 4752410	151.37 94.39 95.16 188.78
				<u>529.70</u>		<u>529.70</u>
7400865	05087	WALSMA OIL COMPANY	UNLEADED(4963)/DIESEL(1493)	16,973.88	101 1620000	16,973.88
7400866	31026	WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES JANITORIAL SUPPLIES OMP-JANITORIAL SUPPLIES PAC-JANITORIAL SUPPLIES	1,923.40 405.59 915.88 1,392.12	101 4633406 101 4633406 101 4634406 101 4650406	1,923.40 405.59 915.88 1,392.12
				<u>4,636.99</u>		<u>4,636.99</u>
7400867	C2176	WEAVER, DAVID	BWS-PERF-SANTA-12/15/18	500.00	101 4640251	500.00
7400868	C6406	WELLS, KATHY	KW-MILGE-GOLDEN-12/02-05/18	65.40	490 4250201	65.40
7400869	L0929	WILLIAMS, TERESA	LCE-NEM PAYOUT	33.50	490 4250658	33.50
7400870	C7367	WINE WAREHOUSE	FOD-BEVERAGES FOD-BEVERAGES FOD-BEVERAGES CRDT-FOD-BEVERAGES CRDT-FOD-BEVERAGES CRDT-FOD-BEVERAGES CRDT-FOD-BEVERAGES	1,404.00 2,124.00 175.00 (468.00) (175.00) (210.00) (1,400.00)	101 4649563 101 4649563 101 4649563 101 4649563 101 4649563 101 4649563 101 4649563	1,404.00 2,124.00 175.00 (468.00) (175.00) (210.00) (1,400.00)

# City of Lancaster Check Register



From Check No.: 7400698 - To Check No.: 7401179

From Check Date: 12/09/18 - To Check Date: 01/05/19

Printed: 1/7/2019 15:50

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
				1,450.00		1,450.00
7400871	03154	SO CA EDISON	10/02/18-12/07/18 ELECTRIC SVC	59,794.63	101 4631652 101 4633652 101 4634652 101 4635652 101 4636402 101 4651652 101 4800403 482 4636652 483 4785660	30,813.32 13,263.19 7,829.21 5,869.20 175.60 685.02 73.66 32.79 1,052.64
				59,794.63		59,794.63
7400872	06681	PACIFIC ENERGY ADVISORS, INC	11/18-CCEA CONSULTING SERVICES 11/18-CCEA CONSULTING SERVICES 11/18-CCEA CONSULTING SERVICES 11/18-CCEA CONSULTING SERVICES 11/18-CCEA CONSULTING SERVICES	16,000.00 16,000.00 16,000.00 16,000.00 10,000.00	491 4250003P 491 4250002P 491 4250001P 491 4250004P 491 4250012T	16,000.00 16,000.00 16,000.00 16,000.00 10,000.00
				74,000.00		74,000.00
7400873	C2060	CA WATER SERVICE COMPANY	11/05/18-12/10/18 WATER SVC	588.79	482 4636654	588.79
7400874	D0109	CRENSHAW, JOHN	JC-PRKG-LOS ANGELES-10/01-3/18	114.40	101 4783200	114.40
7400875	09252	FONSECA, RICARDO	CLAIM SETTLEMENT-054-18	100.00	109 4430300	100.00
7400876	1215	L A CO WATERWORKS	10/04/18-12/11/18 WATER SVC	12,196.65	101 4633654 203 4636654 482 4636654	154.80 4,168.66 7,873.19
				12,196.65		12,196.65
7400877	D2287	LANCASTER CODE ENFRMNT ASSN	UNION DUES-PP 25-2018	300.00	101 2171000	300.00
7400878	09012	MEGAS, MITCH	MM-TRVL-RNCHO CRDV-11/05-07/18	460.52	101 4220256 101 4220256 101 4220256	62.48 92.10 305.94
				460.52		460.52
7400879	1705	QUARTZ HILL WATER DISTRICT	11/01/18-12/03/18 WATER SVC	1,072.80	203 4636654 482 4636654	339.55 733.25
				1,072.80		1,072.80
7400880	03154	SO CA EDISON	11/06/18-12/07/18 ELECTRIC SVC	1,266.35	203 4636652 482 4636652 484 4755652	68.66 1,172.45 25.24
				1,266.35		1,266.35
7400881	03154	SO CA EDISON	10/02/18-12/12/18 ELECTRIC SVC	3,670.32	203 4636652 482 4636652 484 4755652	489.63 2,862.61 318.08
				3,670.32		3,670.32

# City of Lancaster Check Register



From Check No.: 7400698 - To Check No.: 7401179

From Check Date: 12/09/18 - To Check Date: 01/05/19

Printed: 1/7/2019 15:50

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
7400882	03154	SO CA EDISON	10/24/18-12/12/18 ELECTRIC SVC	4,276.52	101 4633652 363 4542770 363 4542771 482 4636652 483 4785660	1,990.89 12.04 141.93 229.32 1,902.34 <u>4,276.52</u>
7400883	03154	SO CA EDISON	10/31/18-12/13/18 ELECTRIC SVC	12,413.63	480 4755652 483 4785652 483 4785660 484 4755652 485 4755652 490 4250652	424.61 9,407.46 41.86 301.90 1,741.00 496.80 <u>12,413.63</u>
7400884	1907	SO CA GAS COMPANY	10/24/18-11/26/18 GAS SVC	1,152.94	101 4650655	1,152.94
7400885	C2555	TIME WARNER CABLE	10/26-11/25/18 WIRELESS ROUTER	4.95	101 4650301	4.95
7400886	C2555	TIME WARNER CABLE	11/26-12/25/18 WIRELESS ROUTER	4.95	101 4650301	4.95
7400887	C2555	TIME WARNER CABLE	12/18-TV SERVICE-VICE MAYOR	23.04	101 4315651	23.04
7400888	C2555	TIME WARNER CABLE	12/18-TV SERVICE-CITY MNGR+3	90.26	101 4315651	90.26
7400889	C2555	TIME WARNER CABLE	12/18-BUSINESS-MAYORS OFFICE	160.38	101 4315651	160.38
7400890	C2555	TIME WARNER CABLE	12/18-ROADRUNNER SERVICE	233.88	101 4315651	233.88
7400891	D3370	VERIZON WIRELESS	11/18-WIRELESS SERVICE	1,718.51	101 4315651	1,718.51
7400892	C7500	A B I DOCUMENT SUPPORT SRVCS	CLAIM #027-17/CLGL-1384A1	275.48	109 4430300	275.48
7400893	C0077	A V E K	MTNC YD-BACTERIOLOGICAL TEST MTNC YD-BACTERIOLOGICAL TEST MTNC YD-BACTERIOLOGICAL TEST	46.00 50.00 50.00	485 4755301 485 4755301 485 4755301	46.00 50.00 50.00 <u>146.00</u>
7400894	00118	A V ENGINEERING	CRTVE HSNG PRJCT-PRGRS BILLNG CRTVE HSNG PRJCT-PRGRS BILLNG DIV/AVE I-INFILL DVLPMNT PRJCT DIV/AVE I-INFILL DVLPMNT PRJCT DIV/AVE I-INFILL DVLPMNT PRJCT	4,550.00 5,337.50 14,750.00 10,550.00 2,887.50	361 4541901I 361 4541901I 306 4542901D 306 4542901D 306 4542901D	4,550.00 5,337.50 14,750.00 10,550.00 2,887.50 <u>38,075.00</u>
7400895	A5389	A V FAIR	10/18-WATCH & WAGER COMM	2,174.95	101 2189000	2,174.95
7400896	03854	A V JANITORIAL SUPPLY	LMS-JANITORIAL SUPPLIES LMS-ADA IMPROVEMENTS MOAH-CFL LMP	186.15 750.08 329.05	101 4632406 227 1122004924 101 4633403	186.15 750.08 329.05 <u>1,265.28</u>

# City of Lancaster Check Register



From Check No.: 7400698 - To Check No.: 7401179

From Check Date: 12/09/18 - To Check Date: 01/05/19

Printed: 1/7/2019 15:50

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
7400897	06294	A V WEB DESIGNS	NSC-12/18-MONTHLY HOSTING CHGS PAC-12/18-MONTHLY HOSTING	99.95 99.95 <u>199.90</u>	101 4645301 101 4650301	99.95 99.95 <u>199.90</u>
7400898	05445	ADELMAN BROADCASTING, INC	PAC-ADVERTISING	602.00	101 4650205	602.00
7400899	06408	AFFORDABLE GENERATOR SRVCS, INC	CH-REPAIR COOLANT LEAK	317.85	101 4633402	317.85
7400900	A8728	ALL THINGS ENGRAVABLE	PLAQUE	16.43	101 4641251	16.43
7400901	C6143	AMERICAN BUSINESS MACHINES	IMAGE RUNNER ADV COPIER	7.60	101 4410254	7.60
7400902	D1663	AMERICAN IRON WORK	OMP-BALLARDS FOR SIDEWALK TBP-TRASH ENCLOSER GATE	750.00 454.90 <u>1,204.90</u>	101 4634402 101 4631402	750.00 454.90 <u>1,204.90</u>
7400903	D3147	AMERICAN PLUMBING SERVICES, INC	PBP-VANDALISM-MAINLINE STOPPAG	194.00	101 4631402	194.00
7400904	04760	AMERINAT	11/18-MONTHLY SERVICE FEE	536.55	306 4542301	536.55
7400905	04190	AMERIPRIDE SERVICES	UNIFORM CLEANINGS	53.28	101 4753209	53.28
7400906	05251	AMTECH ELEVATOR SERVICES	12/18-ELEVATOR SERVICE	986.11 <u>986.11</u>	101 4632301 101 4633301 101 4650301	246.53 246.53 <u>493.05</u> 986.11
7400907	07257	ARTS MANAGEMENT ASSOC., LLC	DEP-KENNY CETERA-04/05/19	3,750.00	101 4650318	3,750.00
7400908	04151	AXES FIRE INC	FIRE CERTS(6)	63.00	101 4761207 101 4761207 203 4752207 203 4752207 203 4752207 483 4785207	10.50 10.50 10.50 10.50 10.50 10.50
			FIRE CERTS(7)	93.50	101 4545207 101 4632207 101 4635207 101 4761207 101 4800207 203 4752207 480 4755207 484 4752207	10.50 10.50 10.50 10.50 20.00 10.50 10.50 10.50
				<u>156.50</u>		<u>156.50</u>
7400909	D0879	B'S EMBROIDERY ETC	LMS-UNIFORM FOR STAFF	401.58	101 4632209	401.58
7400910	VOID					
7400911	C8921	BARTEL ASSOCIATES, LLC	10/18-CONSULTING SERVICES 10/18-CONSULTING SERVICES	5,944.00 5,458.00	101 4410301 101 4410301	5,944.00 5,458.00

# City of Lancaster Check Register



From Check No.: 7400698 - To Check No.: 7401179

From Check Date: 12/09/18 - To Check Date: 01/05/19

Printed: 1/7/2019 15:50

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
				11,402.00		11,402.00
7400912	D0629	CA ASSOC OF CODE ENF OFFICERS	2019 MEMBERSHIP DUES	95.00	101 4545206	95.00
7400913	09035	CA SPECIALIZED TRAINING INST	FIRST RESPNDR CERTIFICATES	80.00	101 4220301	80.00
7400914	00382	CARRIER COMMUNICATIONS	12/18-HAUSER MTN SITE RENT	537.78	101 4200350	537.78
7400915	D1545	CLETEHOUSE CAFE, INC	DEV SERV-CHRISTMAS PARTY	1,490.57	203 4752251	1,490.57
7400916	08639	CUTTING EDGE TILE AND GRANITE	ESP-RESTROOM RENOVATIONS	16,066.74	227 11ZZ004924	16,066.74
7400917	04231	D M R TEAM, INC	15 ST STORM DRAIN BX-DMG ASSMN	2,500.00	484 4755301	2,500.00
7400918	A0886	DAISY'S COSTUMES	MGC-COSTUMES	210.00	101 4649565	210.00
7400919	00432	DEPT OF JUSTICE	11/18-FINGERPRINT APPS	796.00	101 4220301	796.00
7400920	D4053	DEPT OF PUBLIC HEALTH	NSC-BACKFLOW FEES-AR0263620	74.00	101 4635311	74.00
			NSC-BACKFLOW FEES-AR0263621	185.00	101 4635311	185.00
			RDP-BACKFLOW FEES-AR0263623	37.00	101 4634311	37.00
			EDP-BACKFLOW FEES-AR0263625	37.00	101 4631311	37.00
			JRP-BACKFLOW FEES-AR0263629	37.00	101 4631311	37.00
			MP-BACKFLOW FEES-AR0263630	74.00	101 4631311	74.00
			EDP-BACKFLOW FEES-AR0263632	74.00	101 4631311	74.00
			TBP-BACKFLOW FEES-AR0274648	37.00	101 4631311	37.00
				<u>555.00</u>		<u>555.00</u>
7400921	A0925	DESERT HAVEN ENTERPRISES	11/18-NSP1 MONTHLY SERVICE	674.16	363 4542770	674.16
7400922	09191	DESIGNERS TOUCH LANDSCAPE INC	AHP-LANDSCAPE RENOVATIONS	26,225.00	104 4631402	26,225.00
7400923	05473	DEWEY PEST CONTROL	PAC-11/18-PEST CONTROL	50.00	101 4650301	50.00
			MTNC YD-11/18-PEST CONTROL	137.00	203 4752301	137.00
			CDR ST--11/18-PEST CONTROL	90.00	101 4651301	90.00
			LUC-11/18-PEST CONTROL	75.00	101 4633301	75.00
			LBP-11/18-PEST CONTROL	95.00	101 4634301	95.00
			WH-12/18-PEST CONTROL	70.00	101 4633301	70.00
			PAC-12/18-PEST CONTROL	50.00	101 4650301	50.00
			CH-12/18-PEST CONTROL	140.00	101 4633301	140.00
			MTNC YD-12/18-PEST CONTROL	137.00	203 4752301	137.00
			MLS-12/18-PEST CONTROL	90.00	101 4633301	90.00
			CDR ST-12/18-PEST CONTROL	90.00	101 4651301	90.00
			LUC-12/18-PEST CONTROL	75.00	101 4633301	75.00
			LBP-12/18-PEST CONTROL	95.00	101 4636301	95.00
				<u>1,194.00</u>		<u>1,194.00</u>
7400924	06150	DIRECTV	MOAH-12/18-BUSINESS INFO	103.24	101 4315651	103.24
7400925	06857	ENTERTAINMENTMAX, INC	CMSSNS-PLN WHITE T'S-12/01/18	3,500.00	101 4650301	3,500.00
7400926	C8113	F J HEATING & AIR CONDITIONING	45534 5TH E -COOLER SERVICE	50.00	306 4542682	50.00

# City of Lancaster Check Register



From Check No.: 7400698 - To Check No.: 7401179

Printed: 1/7/2019 15:50

From Check Date: 12/09/18 - To Check Date: 01/05/19

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
			44848 RODIN-COOLER SERVICE	50.00	306 4542682	50.00
			1102 W AVE H5-COOLER SERVICE	50.00	306 4542682	50.00
			45304 5TH E-COOLER SERVICE	50.00	306 4542682	50.00
			1038 W J5-COOLER SERVICE	50.00	306 4542682	50.00
			43028 GUYMAN-COOLER SERVICE	50.00	306 4542682	50.00
			45740 KINGTREE-COOLER SERVICE	50.00	306 4542682	50.00
			43057 39TH ST W-COOLER SERVICE	50.00	306 4542682	50.00
			45534 GADSTEN-COOLER SERVICE	50.00	306 4542682	50.00
			44381 STANRIDGE-COOLER SERVICE	50.00	306 4542682	50.00
			809 W AVE H8-COOLER SERVICE	50.00	306 4542682	50.00
				<u>550.00</u>		<u>550.00</u>
7400927	00617	FEDERAL EXPRESS CORPORATION	EXPRESS MAILING	137.98	101 4783212	117.59
			EXPRESS MAILING		490 4370212	20.39
				24.72	210 15ST038924	24.72
				<u>162.70</u>		<u>162.70</u>
7400928	08066	FRANKLINCOVEY CLIENT SALES INC	5 CHOICES WORKSHOP	958.82	101 4220245	958.82
7400929	09251	FRED JEFFERSON MEMORIAL HOME	BUSINESS LICENSE REIMBURSEMENT	173.00	101 3102200	92.00
					101 3102250	81.00
				<u>173.00</u>		<u>173.00</u>
7400930	07369	FRONTIER COMMUNICATIONS CORP	10/25-11/24/18 TELEPHONE SVC	727.23	101 4633651	727.23
7400931	09253	GLASS, COREY	REIMBURSEMENT-YOUTH BASKETBALL	124.00	101 2182001	124.00
7400932	08245	GOLDEN STATE LABOR COMPLIANCE	CP17012-INTRSCTN IMPVMTS	4,906.00	209 16ST007924	4,906.00
			CP-18006-SDWLK,CRB,GTTR RPR	9,265.00	210 12ST037924	9,265.00
			CP17016-AUTO MALL IMPRVMNTS	2,622.40	209 15BW005924	2,622.40
			CP18003-PDSTRN IMPVMNTS	8,798.56	210 15ST037924	8,798.56
			CP17009-5TH ST E CRRDR IMPVMNT	2,715.00	210 15ST055924	2,715.00
			1B 1702-AVE K8 FENCING	1,171.39	206 11FW002924	1,171.39
				<u>29,478.35</u>		<u>29,478.35</u>
7400933	08753	GRIFFCO PAINTING	LMS-RIGHT FIELD FENCE PAINT	1,250.00	101 4632402	1,250.00
7400934	09250	GROGAN AND ASSOCIATES	CLAIM #040-15/CLGL-1346A1	360.00	109 4430300	360.00
7400935	07044	HARTMAN, BRETT D	SEED COLLECTION/DISPERSAL	2,851.21	224 13EV001924	2,851.21
7400936	D0501	HIESL CONSTRUCTION INC	ESCROW REPAIRS	1,795.00	363 4542770	1,795.00
			ESCROW REPAIRS	925.00	363 4542770	925.00
			ESCROW REPAIRS	235.00	363 4542770	235.00
				<u>2,955.00</u>		<u>2,955.00</u>
7400937	C9535	HILLYARD/LOS ANGELES	CH-CAN LINER/TOWELS	804.55	101 4650406	804.55
7400938	00828	HINDERLITER, DE LLAMAS & ASSOC	2ND QTR 2018-SALES TAX	914.61	101 4410304	914.61
7400939	04476	J T B SUPPLY INC	LEDS(120)	4,598.80	483 4785461	4,598.80
			FINANCE CHARGE FOR INV 104682	68.98	483 4785461	68.98

# City of Lancaster Check Register



From Check No.: 7400698 - To Check No.: 7401179

From Check Date: 12/09/18 - To Check Date: 01/05/19

Printed: 1/7/2019 15:50

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
				4,667.78		4,667.78
7400940	08895	JPW COMMUNICATIONS LLC	SMART CITY GRAPHIC DESIGN	225.00	101 4315251	225.00
7400941	09237	KAPS, AMY B	MOAH-FIGURE MODEL-11/11/18	100.00	101 4651251	100.00
7400942	A8656	KIMLEY-HORN & ASSOCIATES INC	CDP1310-P/PM SVC-10/31/18-AV K	11,197.34	210 15BR004924	11,197.34
7400943	08698	KNOWLEDGE CITY, LLC	ADDTNL TRAINING LICENSES(10)	200.00	101 4220301	200.00
7400944	C7873	LANCASTER AUTO MALL ASSOC	12/18-AUTO MALL SIGN EXPENSES	930.67	101 4240340	930.67
7400945	A7680	LANCASTER JETHAWKS	FOD-VIP PARKING(123)	615.00	101 4649563	615.00
7400946	1203	LANCASTER PLUMBING SUPPLY	MLS-DRAIN CLEANER	64.61	101 4633406	64.61
7400947	D1736	LEVEL 3 COMMUNICATIONS LLC	11/18-INTERNET/DATA-#50041351	4,209.02	101 4315651	4,209.02
7400948	08835	LYSTER, MARIA	RFND-PARKING CIT-34015342	18.00	101 2140000	18.00
7400949	1385	MC CORMICK DIESEL & BRAKE	OPACITY TEST-EQ3783	75.00	203 4752207	75.00
			OPACITY TEST-EQ3980	75.00	483 4785207	75.00
			OPACITY TEST-EQ3981	75.00	483 4785207	75.00
			OPACITY TEST-EQ4371	75.00	483 4785207	75.00
			OPACITY TEST-EQ3779	75.00	480 4755207	75.00
			OPACITY TEST-EQ3776	75.00	203 4752207	75.00
			OPACITY TEST-EQ4327	75.00	483 4785207	75.00
			OPACITY TEST-EQ4359	75.00	203 4785207	75.00
			OPACITY TEST-EQ3782	75.00	203 4752207	75.00
			OPACITY TEST-EQ3828	75.00	484 4752207	75.00
			OPACITY TEST-EQ3384	75.00	203 4752207	75.00
			OPACITY TEST-EQ3775	75.00	203 4752207	75.00
			OPACITY TEST-EQ3769	75.00	203 4752207	75.00
			OPACITY TEST-EQ3830	75.00	203 4752207	75.00
			OPACITY TEST-EQ3836	75.00	480 4755207	75.00
			OPACITY TEST-EQ3351	75.00	484 4755207	75.00
			OPACITY TEST-EQ3826	75.00	203 4752207	75.00
			OPACITY TEST-EQ3988	75.00	480 4755207	75.00
			OPACITY TEST-EQ3770	75.00	203 4752207	75.00
			OPACITY TEST-EQ3985	75.00	480 4755207	75.00
			OPACITY TEST-EQ3752	75.00	203 4752207	75.00
			OPACITY TEST-EQ3750	75.00	203 4752207	75.00
			OPACITY TEST-EQ3998	75.00	480 4755207	75.00
				1,725.00		1,725.00
7400950	C1198	MC PHERSON CONSULTING	CH-ALARM RESET	150.00	101 4633402	150.00
			CH-LOCK INSTLLTN/ALRM RPR	715.00	101 4633402	715.00
				865.00		865.00
7400951	05773	MORRISON WELL MAINTENANCE	NSC-10/18-BACTERIOLOGICAL TEST	265.00	101 4635301	265.00
7400952	D1167	MUNICIPAL CODE CORPORATION	ELECTRONIC UPDATE PAGES	228.00	101 4210360	228.00

# City of Lancaster Check Register



From Check No.: 7400698 - To Check No.: 7401179

From Check Date: 12/09/18 - To Check Date: 01/05/19

Printed: 1/7/2019 15:50

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
7400953	D1878	MURPHY & EVERTZ, ATTYS AT LAW	11/18-LEGAL SRVCS-GENERAL	230.00	101 4100303	230.00
7400954	08562	NAPA AUTO PARTS	BRAKLEEN/WD40/CARB-CHOKE CLNR SCRAPER(24)	485.90 44.41 <u>530.31</u>	101 4753214 101 4753214	485.90 44.41 <u>530.31</u>
7400955	D0217	NATIONAL PAYMENT CORPORATION	11/18-DOCULIVERY ITEM CHARGE	288.19	101 4410301	288.19
7400956	C3052	OXFORD INN AND SUITES	PAC-IN THE MOOD-11/10/18	1,999.31	101 4650257	1,999.31
7400957	05509	P A R S	10/18-REP FEES	4,958.57	101 4220301	4,958.57
7400958	A7221	P E R S LONG TERM CARE PROGRAM	LONG TERM CARE PREM-PP 25-2018	1,499.80	101 2170200	1,499.80
7400959	08928	PARADIGM TALENT AGENCY	DEP-HILLBENDERS-06/01/19	3,500.00	101 4650318	3,500.00
7400960	05916	PASTPERFECT SOFTWARE INC	SOFTWARE RENEWAL	450.00	101 4315302	450.00
7400961	08930	PAVEMENT ENGINEERING INC	2018 PVMNT MNGNG CNSLTNG SVCS	22,920.00	210 12ST037924	22,920.00
7400962	05998	PAVING THE WAY FOUNDATION	CMMNTY SPPRT/GOOD CTZNSHP PRGM CMMNTY SPPRT/GOOD CTZNSHP PRGM	500.00 1,968.00 <u>2,468.00</u>	101 4820301 101 4820301	500.00 1,968.00 <u>2,468.00</u>
7400963	09025	PETER DEARMOND/KERN DELTA COM	FINANCE-CONSULTNG/FACILITATION	835.10	101 4410301	835.10
7400964	05602	PETROLEUM EQUIPMENT CONST SRV	11/18-DESIGNATED OPERATOR INSP	125.00	101 4753402	125.00
7400965	06160	PRIME TIME PARTY RENTALS	MBC-EQUIPMENT RENTALS	3,319.00	101 4649565	3,319.00
7400966	07287	PRINTING BOSS	BANNER FOD-BANNERS AND SIGNS MB BLCK PRTY-FLYERS/DECALS	78.84 2,080.00 295.61 <u>2,454.45</u>	101 4649225 101 4649563 101 4649225	78.84 2,080.00 295.61 <u>2,454.45</u>
7400967	C5395	PRO ACTIVE WORK HEALTH SERVICES	RD-EVALUATION JP-EVALUATION DG-DMV DOT PHYSICAL-11/06/18 PM-ESCREEN/BAT NON DT-11/08/18 NC-ESCREEN TEST-E-CUP-11/05/18 HJF-ESCREEN TEST-E-CUP-11/5/18 NJ-INITL EVLURN STCK-06/23/17 TL-EVAL/XRAY-12/27/17 TL-FOLLOW UP-01/04/18 TL-FLLW-UP/DISCHARGE-01/18/18 DC-EVALUATION DC-FLLW-UP/DISCHARGE-06/07/18 MM-EVL/GLCS/HT/CLD PCK-7/31/18 MM-FLLW-UP/DISCHARGE-08/02/18	240.00 240.00 69.00 75.00 40.00 40.00 162.60 455.00 165.00 190.00 240.00 190.00 280.65 190.00 <u>2,577.25</u>	101 4220301 101 4220301 101 4220301 101 4220301 101 4220301 101 4220301 101 4220301 101 4220301 101 4220301 101 4220301 101 4220301 101 4220301 101 4220301 101 4220301 101 4220301	240.00 240.00 69.00 75.00 40.00 40.00 162.60 455.00 165.00 190.00 240.00 190.00 280.65 190.00 <u>2,577.25</u>



# City of Lancaster Check Register



From Check No.: 7400698 - To Check No.: 7401179

From Check Date: 12/09/18 - To Check Date: 01/05/19

Printed: 1/7/2019 15:50

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
7400968	09016	RED HELMET TRAINING	HAZ MAT TRAINING CLASSES	2,400.00	101 4220301	2,400.00
7400969	05643	REVENUE COST SPECIALISTS, LLC	COST CONTROL SYSTEM UPDATES	10,333.33	101 4410301	10,333.33
7400970	05943	ROBERTSON'S	CONCRETE	204.66	203 4752410	204.66
7400971	08492	RUTAN & TUCKER, LLP	10/18-LEGAL SERVICES	1,050.00	991 4240301	1,050.00
7400972	D3947	S G A CLEANING SERVICES	MBC-CHRISTMAS PLATFORM MATERIA	680.00	101 4649565	680.00
			MBC-CHRISTMAS PLATFORM	945.00	101 4649565	945.00
			LMS-MAINLINE REPAIRS	615.00	101 4632402	615.00
			OMP-RESTROOM CLEANING	885.00	207 4634402	885.00
			LMS-RESTOOM PLUMBING RESPAIRS	655.00	101 4632402	655.00
				<u>3,780.00</u>		<u>3,780.00</u>
7400973	A8260	SAGE STAFFING	SB-FINANCE STAFF-11/19-21/18	319.69	101 4410308	319.69
			EM-PARKS STAFF-11/26-30/18	1,240.00	101 4600308	1,240.00
			AM-PUBLIC SFTY STFF-11/26-30/18	500.08	101 4820308	500.08
			SB-FINANCE STAFF-11/26-30/18	372.00	101 4410308	372.00
				<u>2,431.77</u>		<u>2,431.77</u>
7400974	D2568	SEQUOIA PACIFIC SOLAR I, LLC	OMP-11/18(15740.56 KWH)	1,574.06	101 4634652	1,574.06
			MTNC YD-11/18(30877.8 KWH)	3,087.78	101 4633652	3,087.78
			PAC-11/18(15168.32 KWH)	1,516.83	101 4650652	1,516.83
			CH-11/18(47524.64 KWH)	4,752.46	101 4633652	4,752.46
			LMS-11/18(34547.36 KWH)	3,454.74	101 4632652	3,454.74
				<u>14,385.87</u>		<u>14,385.87</u>
7400975	05934	SHI INTERNATIONAL CORP	HDMI CONVERTER CABLE	372.30	101 4315302	372.30
7400976	C9946	SIERRA PRINTERS INC	BLANK CERTIFICATES(1000)	506.30	101 4100301	506.30
7400977	1894	SIGNS & DESIGNS	NJ-NAMEPLATE	17.88	101 4600259	17.88
7400978	5210	SLATER PIANO SERVICE	PAC-PIANO TUNING	100.00	101 4650301	100.00
7400979	08988	SMITH, CHRISTINA	11/18-12/18 CONSULTING SRVCS	6,000.00	101 4300308	6,000.00
7400980	04688	SPARKLETT'S	WATER(5-24PKS)	84.54	101 4100205	84.54
7400981	02189	STATE WATER RESOURCES BOARD	07/18-06/19 ANNUAL PERMIT FEES	12,259.00	480 4755311	12,259.00
7400982	08725	STREAMLINE SYSTEM DESIGN	PAC-EQUIPMENT UPGRADES	21,983.40	101 4650403	21,983.40
7400983	D4127	THE BANK OF NEW YORK MELLON	SHERIFF ESCRW FEE-10/18-10/19	750.00	991 4240301	750.00
7400984	C5522	THOMSON REUTERS-WEST PMT CENT	11/18-INFORMATION CHARGES	321.00	101 4820301	321.00
			11/18-INFORMATION CHARGES	810.58	101 4545301	810.58
			LIBRARY PLAN-11/05/18-12/04/18	24.55	101 4230301	24.55
				<u>1,156.13</u>		<u>1,156.13</u>

# City of Lancaster Check Register



From Check No.: 7400698 - To Check No.: 7401179

From Check Date: 12/09/18 - To Check Date: 01/05/19

Printed: 1/7/2019 15:50

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
7400985	2003	TIP TOP ARBORISTS, INC	H12/10TH W-TREE REMOVALS	974.50	306 4542682	974.50
7400986	02977	TURBO DATA SYSTEMS INC	07/18 ADMIN CITATIONS 11/18-PARKNG CITATN PROCESSING 11/18 ADMIN CITATIONS	2,248.26 12,358.66 3,298.30 <u>17,905.22</u>	101 4410301 101 4800301 101 4410301	2,248.26 12,358.66 3,298.30 <u>17,905.22</u>
7400987	05551	UNITED SITE SRVCS OF CA,SO DIV	LUC-FENCE RNTL-11/02-29/18 YUCCA/LMBR-FNCE-11/08-12/05/18	61.32 19.72 <u>81.04</u>	101 4633403 101 4633403	61.32 19.72 <u>81.04</u>
7400988	2228	VALLEY CONSTRUCTION SUPPLY INC	WUNDERFIX/RAPIDSET	106.18	203 4752410	106.18
7400989	05834	VENCO WESTERN, INC	12/18-LMD MAINTENANCE	37,320.00	101 4631402 101 4634402 101 4635402 <u>37,320.00</u>	18,750.00 9,570.00 9,000.00 <u>37,320.00</u>
7400990	04496	VULCAN MATERIAL WESTERN DIV	COLD MIX COLD MIX COLD MIX COLD MIX	226.34 211.01 224.80 121.98 <u>784.13</u>	203 4752410 203 4752410 203 4752410 203 4752410	226.34 211.01 224.80 121.98 <u>784.13</u>
7400991	06735	W R E G I S	LCE-ANNUAL GENERATOR FEE	125.00	490 4250653	125.00
7400992	31026	WAXIE SANITARY SUPPLY	MTNC YD-JANITORIAL SUPPLIES MTNC YD-JANITORIAL SUPPLIES	65.22 38.96 <u>104.18</u>	203 4752406 203 4752406	65.22 38.96 <u>104.18</u>
7400993	C7946	L A CO DEPT ANIMAL CARE&CONTRL	10/18-HOUSING COSTS	139,695.89	101 4820363	139,695.89
7400994	1214	L A CO SHERIFF'S DEPT	11/18 LAW ENFORCEMENT SVCS	2,150,957.59	101 4820354 101 4820357 <u>2,150,957.59</u>	1,950,376.98 200,580.61 <u>2,150,957.59</u>
7400995	03154	SO CA EDISON	11/01/18-12/01/18 ELECTRIC SVC	115,798.08	483 4785660	115,798.08
7400996	07101	CALPINE ENERGY SOLUTIONS LLC	11/18-LCE-BACK OFFICE SERVICES	130,607.50	491 4250001D 491 4250002D 491 4250003D 491 4250004D <u>130,607.50</u>	19,032.50 21,965.00 68,933.75 20,676.25 <u>130,607.50</u>
7400997	00781	GRANITE CONSTRUCTION CO.	CP17008-10TH ST W GAP CLOSURE	88,236.08	206 15ST026924	88,236.08
7400998	06211	HARDY & HARPER INC	CP17003-2017 PVMNT MNGMNT PRGM CP18006-2018 SIDEWALK REPAIRS	358,221.32 419,612.11 <u>777,833.43</u>	206 12ST036924 206 12ST037924 207 12ST037924	358,221.32 335,350.05 84,262.06 <u>777,833.43</u>

# City of Lancaster Check Register



From Check No.: 7400698 - To Check No.: 7401179

From Check Date: 12/09/18 - To Check Date: 01/05/19

Printed: 1/7/2019 15:50

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
7400999	09254	KAISER PERMANENTE	DR12-68-PRFRMNCSE SECURITY RLS	66,060.00	101 2503000	66,060.00
7401000	06313	R C BECKER & SON, INC	CP17020-AVE I CORRDR IMPRVMENTS	309,442.10	206 15ST042924	309,442.10
7401001	08337	SILVER LINING SOLUTIONS LLC	CAYENTA CONVERSION	1,740.00	101 4315302	1,740.00
			05/18-GENERAL SUPPORT	1,740.00	101 4315302	1,740.00
			05/18-GENERAL SUPPORT	1,740.00	101 4315302	1,740.00
			06/18-GENERAL SUPPORT	145.00	101 4315302	145.00
			08/18-GENERAL SUPPORT	1,450.00	101 4315302	1,450.00
			08/18-GENERAL SUPPORT	1,450.00	101 4315302	1,450.00
			11/18-GENERAL SUPPORT	1,450.00	101 4315302	1,450.00
			11/18-GENERAL SUPPORT	1,450.00	101 4315302	1,450.00
			11/18-GENERAL SUPPORT	1,522.50	101 4315302	1,522.50
			ACCELA ENHANCEMENT IMPLMENTATN	5,002.50	101 4315302	5,002.50
			ACCELA ENHANCEMENT IMPLMENTATN	7,612.50	101 4315302	7,612.50
			ACCELA ENHANCEMENT IMPLMENTATN	8,816.00	101 4315302	8,816.00
			PROFESSIONAL SERVICES	33,472.50	101 4315301	10,222.50
					109 4315302	23,250.00
				<u>67,591.00</u>		<u>67,591.00</u>
7401002	09180	BARONE'S PIZZA	CATERING-RETIREMENT PARTY	8,722.93	101 4649225	8,722.93
7401003	08551	EMPLOYMENT DEVELOPMENT DEPT	EARNINGS WITHHOLDING ORDER	50.00	101 2159000	50.00
7401004	02108	FRANCHISE TAX BOARD	TAX WITHHOLDING ORDER	60.00	101 2159000	60.00
7401005	D3448	L A CO SHERIFF'S DEPT	FILE #3631104150058	125.00	101 2159000	125.00
7401006	09031	SLIFE, CATHERINE	CASE #BD455957	475.00	101 2159000	475.00
7401007	C8046	U S DEPT OF EDUCATION	LEVY PROCEEDS	266.00	101 2159000	266.00
7401008	00107	A V PRESS	11/18-ON THE NET ADS	90.00	101 4305205	90.00
7401009	00107	A V PRESS	10/18-ON THE NET ADS/WELCOME	2,647.50	101 4305205	2,647.50
7401010	C9004	ALLEN, NICOLE	NA-PR DM-SACRAMENTO-01/07-8/19	160.00	101 4200350	160.00
7401011	09266	AVILA-AGUILAR, MARCO	RFND-ADMIN CIT #PS13584	500.00	101 3309100	500.00
7401012	D1872	CA WATER ENVIRONMENTAL ASSN	JR-CWEA CERTIFICATION RENEWAL	92.00	101 4220311	92.00
7401013	D1872	CA WATER ENVIRONMENTAL ASSN	JL-MEMBERSHIP RENEWAL	188.00	101 4220311	188.00
7401014	D1872	CA WATER ENVIRONMENTAL ASSN	KR-MEMBERSHIP RENEWAL	188.00	101 4220311	188.00
7401015	D1872	CA WATER ENVIRONMENTAL ASSN	RW-MEMBERSHIP RENEWAL	188.00	101 4220311	188.00
7401016	D1872	CA WATER ENVIRONMENTAL ASSN	TH-MEMBERSHIP RENEWAL	188.00	101 4220311	188.00
7401017	C2060	CA WATER SERVICE COMPANY	10/08/18-12/12/18 WATER SVC	1,390.97	482 4636654	1,390.97

# City of Lancaster Check Register



From Check No.: 7400698 - To Check No.: 7401179

From Check Date: 12/09/18 - To Check Date: 01/05/19

Printed: 1/7/2019 15:50

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
7401018	D1698	DOW, CHENIN	CD-EXP-NEW ORLNS-11/03-09/18	1,653.74	101 4220256	72.41
					101 4220256	271.96
					101 4220256	272.87
					101 4220256	1,036.50
				<u>1,653.74</u>		<u>1,653.74</u>
7401019	D0315	FREGOSO, PHYLLIS	01/19-STANDARD RETAINER	8,300.00	101 4600301	8,300.00
7401020	07369	FRONTIER COMMUNICATIONS CORP	11/25-12/24/18 TELEPHONE SVC	737.98	101 4633651	737.98
7401021	D0803	HOLLADAY, TAMMIE	TH-PR DM-PLM SPRNGS-01/8-11/19	231.00	101 4220256	231.00
7401022	1241	L A CO TAX COLLECTOR	3384020270-18/19 PPTY TAXES	607.63	101 4600416	607.63
7401023	1215	L A CO WATERWORKS	09/05/18-12/19/18 WATER SVC	46,826.48	101 4631654	4,335.04
					101 4633654	135.30
					101 4634654	11,738.33
					101 4636402	996.24
					203 4636654	11,988.82
					482 4636654	17,632.75
				<u>46,826.48</u>		<u>46,826.48</u>
7401024	D2287	LANCASTER CODE ENFRMNT ASSN	UNION DUES-PP 26-2018	300.00	101 2171000	300.00
7401025	A2073	LANCASTER PERF ARTS CNTR FNDTN	IO-SPEAKEASY SPONSORSHIP	731.25	101 2102600	750.00
					101 4643235	(18.75)
				<u>731.25</u>		<u>731.25</u>
7401026	D3151	LNCSTR MUSEUM/PUBLIC ART FNDTN	LMPAF SALES/DONATNS- 07/18	1,297.60	101 2102500	1,278.59
					101 2175001	20.79
					101 4643235	(1.78)
				<u>1,297.60</u>		<u>1,297.60</u>
7401027	D3151	LNCSTR MUSEUM/PUBLIC ART FNDTN	LMPAF SALES/DONATNS- 08/18	5,612.04	101 1101500	(9.51)
					101 2102500	5,338.87
					101 2175001	412.12
					101 4643235	(129.44)
				<u>5,612.04</u>		<u>5,612.04</u>
7401028	09263	MARTINEZ, JESSIKA	CLAIM 056-18 SETTLEMENT	648.19	109 4430300	648.19
7401029	08986	PEARCEY, STACI	SP-PR DM-PLM SPRGS-01/08-11/18	231.00	101 4220256	231.00
7401030	03154	SO CA EDISON	09/04/18-12/24/18 ELECTRIC SVC	3,149.82	101 4240902	422.47
					101 4633652	1,116.58
					203 4636652	184.77
					321 15ST026924	35.12
					482 4636652	1,075.96
					483 4785652	33.86
					483 4785660	281.06
				<u>3,149.82</u>		<u>3,149.82</u>

# City of Lancaster Check Register



From Check No.: 7400698 - To Check No.: 7401179

From Check Date: 12/09/18 - To Check Date: 01/05/19

Printed: 1/7/2019 15:50

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
7401031	1907	SO CA GAS COMPANY	11/15/18-12/21/18 GAS SVC	11,766.53	101 4631655	4,847.92
					101 4632655	1,445.42
					101 4633655	4,551.79
					101 4634655	372.47
					101 4635655	548.93
				<u>11,766.53</u>		<u>11,766.53</u>
7401032	A1393	TEAMSTERS LOCAL 911	12/18 UNION DUES	3,190.00	101 2157000	3,190.00
7401033	C2555	TIME WARNER CABLE	12/09/18-01/08/19-BASIC TV	28.53	101 4315651	28.53
7401034	C2555	TIME WARNER CABLE	12/17/18-01/16/19-PRA INFO DSK	56.23	101 4315651	56.23
7401035	C2555	TIME WARNER CABLE	01/19-TV SERVICE-CITY MNGR+3	90.26	101 4315651	90.26
7401036	C2555	TIME WARNER CABLE	12/18-BUSINESS WIFI	193.33	101 4315651	193.33
7401037	2106	U S POSTMASTER	POSTAGE PERMIT #192	225.00	101 4305211	225.00
7401038	D3370	VERIZON WIRELESS	11/18-IPAD SERVICE	3,922.64	101 4315651	3,922.64
7401039	08893	VIPER ENTERPRISES, INC	LNDSCPNG PERF SECRTY-SPR 16-07	32,301.00	101 2503000	32,301.00
7401040	07169	VIVINT SOLAR DEVELOPER LLC	RFND-SOLAR PERMIT-PMT18-04284	44.11	101 3201104	44.11
7401041	07169	VIVINT SOLAR DEVELOPER LLC	RFND-SOLAR PERMIT-PMT18-04985	44.11	101 3201104	44.11
7401042	07169	VIVINT SOLAR DEVELOPER LLC	RFND-SOLAR PERMIT-PMT18-05521	44.11	101 3201104	44.11
7401043	09265	WARD, ALBERT	RFND-RENTAL HOUSING INSP FEE	107.00	101 3102401	107.00
7401044	07358	YELLOW BRICK ROAD ENTERTAINMNT BO-BRITISH ROCK RYLTY-04/13/19		300.00	101 4650257	300.00
7401045	07358	YELLOW BRICK ROAD ENTERTAINMNT BO-BRITISH ROCK RYLTY-04/13/19		2,500.00	101 4650318	2,500.00
7401046	05536	ZONGKER, TIM	CWEA MMBRSHP UPGRADE REIMB	200.00	480 4755206	200.00
7401047	04863	A D T SECURITY SYSTEMS INC	EQUIPMENT UPGRADE/CONVERSION	1,118.95	101 4633301	1,118.95
7401048	06066	A T & T	DOJ-11/18-TELEPHONE SERVICE	179.57	101 4315651	179.57
7401049	06576	A V CHEVROLET	KEY-EQ3834	6.77	203 4752207	6.77
			MODULE/SENSOR-EQ6809	354.62	101 4545207	354.62
				<u>361.39</u>		<u>361.39</u>
7401050	02605	A V COLLISION REPAIRS, INC	COLLISON REPAIR-EQ1715	980.75	101 4640207	980.75
7401051	01039	A V FORD LINCOLN MERCURY	SOLENOID ENGINE-EQ3302	135.52	101 4753207	135.52
			SOLENOID ENGINE-EQ7607	135.52	480 4755207	135.52
				<u>271.04</u>		<u>271.04</u>

# City of Lancaster Check Register



From Check No.: 7400698 - To Check No.: 7401179

From Check Date: 12/09/18 - To Check Date: 01/05/19

Printed: 1/7/2019 15:50

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
7401052	03854	A V JANITORIAL SUPPLY	BGC-NPKNS/SNTRY/TOISSUE DSPNSR	1,062.70	101 4633406	1,062.70
7401053	00107	A V PRESS	11/18-LEGAL ADS	2,264.63	101 4210263 101 4770263	917.38 1,347.25 <u>2,264.63</u>
7401054	02357	A V TRANSIT AUTHORITY	NOV 18-ANNUAL SENIOR PASSES	5,250.00	204 4430770 207 4430301	2,625.00 2,625.00 <u>5,250.00</u>
7401055	05552	ADVANCED SPORTS PHOTOGRAPHY	FALL 2018 BASKETBALL PICTURES	416.70	101 4641251	416.70
7401056	05694	ADVANTEC CONSULTING ENGINEERS	11/18-TRFFC ENG CNSLTN SVS CP17019-2018 TRFFC SGNL UPGRDE	2,500.00 880.00 <u>3,380.00</u>	483 4785301 217 16TS030924	2,500.00 880.00 <u>3,380.00</u>
7401057	A8728	ALL THINGS ENGRAVABLE	YOUTH BASKETBALL TRPHS(160)	1,437.00	101 4641251	1,437.00
7401058	C4026	AMARANT, JEREMY	PDW-SCRY SCNCE PRSNTN-10/20/18 07/18-10/18-PDW-MNWLK PRSNTATN	100.00 500.00 <u>600.00</u>	106 4823251 106 4823251	100.00 500.00 <u>600.00</u>
7401059	D3147	AMERICAN PLUMBING SERVICES,INC	LUC-BACKFLOW TESTING NSC-REBUILT/CHECK VALVE	170.00 478.75 <u>648.75</u>	101 4633301 101 4635402	170.00 478.75 <u>648.75</u>
7401060	04190	AMERIPRIDE SERVICES	UNIFORM CLEANINGS UNIFORM CLEANINGS	53.28 68.88 <u>122.16</u>	101 4753209 101 4753209	53.28 68.88 <u>122.16</u>
7401061	02693	ANDY GUMP, INC	BOO-FENCE RNTL-10/26-11/05/18 RDP-FENCE RNTL-11/30-12/27/18 BLCK PRTY-FENCE RENTALS	697.46 33.51 755.30 <u>1,486.27</u>	101 4649561 101 4634602 101 4649559	697.46 33.51 755.30 <u>1,486.27</u>
7401062	08992	ARC DOCUMENT SOLUTIONS LLC	DOCUMENT COPYING SERVICES DOCUMENT COPYING SERVICES	504.54 685.21 <u>1,189.75</u>	217 16ST006924 217 16ST005924	504.54 685.21 <u>1,189.75</u>
7401063	D2995	ARTILLERY, LLC	MOAH-JAN/FEB 18-ADVERTISING	1,250.00	101 4653205	1,250.00
7401064	04446	AUTO PROS	SMOG INSPECTION-EQ6814	45.00	101 4545207	45.00
7401065	D0879	B'S EMBROIDERY ETC	OMP-STAFF UNIFORMS	723.80	101 4634209	723.80
7401066	03485	BAKERSFIELD TRUCK CENTER	HARNESS FUEL/SERVICE-EQ3775 SENSOR TEMP-EQ3779	62.32 82.02 <u>144.34</u>	203 4752207 480 4755207	62.32 82.02 <u>144.34</u>
7401067	C9428	BEACON ATHLETICS LLC	LMS-HITTING SCREENS	1,774.80	101 2175000 101 4632404	(145.35) 1,920.15

# City of Lancaster Check Register



From Check No.: 7400698 - To Check No.: 7401179

From Check Date: 12/09/18 - To Check Date: 01/05/19

Printed: 1/7/2019 15:50

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
				1,774.80		1,774.80
7401068	C0586	BLACKWELL, JIMMY	12/18-SPORTS OFFICIAL	210.00	101 4641308	210.00
7401069	06799	BRAUN BLAISING SMITH WYNNE PC	10/18-LCE-LEGAL CONSULTING	45,585.64	101 4100303	2,356.47
					490 4250303	43,229.17
				45,585.64		45,585.64
7401070	08118	BYD ENERGY LLC	LED STREET LIGHT	1,010.69	483 4785460	1,010.69
7401071	08754	CA MUNICIPAL COMPLNCE CNSLTNTS	12/18-PS-CONSULTING SVCS	15,000.00	101 4820301	15,000.00
7401072	C0914	CAMPBELL II, EDWARD LEE	12/18-SPORTS OFFICIAL	207.00	101 4641308	207.00
7401073	06020	CANON FINANCIAL SERVICES, INC	12/18 COPIER LEASE	4,393.91	101 4410254	420.30
			01/19 COPIER LEASE	5,411.51	101 4410254	3,973.61
					101 4310254	430.91
					101 4410254	4,980.60
				9,805.42		9,805.42
7401074	05412	CARTRAC	11/18-SHOPPING CART RETRIEVAL	2,320.00	203 4752402	2,320.00
7401075	D1545	CLETEHOUSE CAFE, INC	CH-CATERING-HOLIDAY CITY BIZ	647.42	101 4300251	647.42
7401076	D2070	CONFIDENTIAL DATA DESTRUCTION	DOCUMENT DESTRUCTION	105.00	101 4200259	17.50
					101 4220301	17.50
					101 4400259	17.50
					101 4600259	17.50
					101 4700259	17.50
					101 4800301	17.50
				105.00		105.00
7401077	09215	CONGLOBAL INDUSTIRES LLC	SHIPPING CONTAINER	2,984.00	101 4755355	1,492.00
					331 4755787	1,492.00
				2,984.00		2,984.00
7401078	05789	CORE & MAIN LP	JRP-QUANTUM COUPLING	107.12	101 4631404	107.12
7401079	05789	CORE & MAIN LP	K8 BASIN IMPROVEMENTS	689.25	101 4631402	689.25
			K8 BASIN IMPROVEMENTS	11,625.11	101 4631402	11,625.11
			K8 BASIN IMPROVEMENTS	1,440.90	101 4631402	1,440.90
				13,755.26		13,755.26
7401080	07545	COSTAR REALTY INFORMATION INC	01/19-PROFESSIONAL SERVICES	1,001.38	101 4240301	1,001.38
7401081	03790	CRAFCO	LOW TACK SEALANT(42000LBS)	29,994.00	206 12ST037924	29,994.00
7401082	C7625	DAPEER,ROSENBLIT & LITVAK, LLP	11/18-SPECIALIZED LGL SVCS	8,060.00	361 45419011	8,060.00
7401083	D4053	DEPT OF PUBLIC HEALTH	W AVE H8-BCKFLW FEES-AR0263618	37.00	203 4636404	37.00
			LUC-BACKFLW FEES-AR0263619	111.00	101 4633311	111.00
			PAC-BACKFLOW FEES-AR0263627	37.00	101 4633311	37.00

# City of Lancaster Check Register



From Check No.: 7400698 - To Check No.: 7401179

From Check Date: 12/09/18 - To Check Date: 01/05/19

Printed: 1/7/2019 15:50

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
			MTNC YD-BACKFLW FEES-AR0263628	74.00	101 4633311	74.00
			PBD-BACKFLW FEES-AR0263631	37.00	101 4633311	37.00
			CH-BACKFLOW FEES-AR0263633	37.00	101 4633311	37.00
				<u>333.00</u>		<u>333.00</u>
7401084	A0925	DESERT HAVEN ENTERPRISES	LANCSTR BLVD-DEBRIS/TRASH RMVL	75.00	101 4545940	75.00
			REDWOOD ALLEY-DEBRIS/TRSH RMVL	150.00	101 4545940	150.00
			44514 CALSTON-DEBRIS/TRSH RMVL	45.00	101 4545940	45.00
				<u>270.00</u>		<u>270.00</u>
7401085	00414	DESERT LOCK COMPANY	WCP-LOCK REPAIR	90.00	101 4631402	90.00
			WCP-STRIKE PLATES(8)	166.87	101 4631402	166.87
			OMP-DOOR REPAIR	60.00	101 4634403	60.00
			OMP-DOOR REPAIR	60.00	101 4634402	60.00
			MASTER LOCKS (18)	318.51	482 4636404	318.51
			CH-REPLACEMENT KEYS	127.02	101 4633403	127.02
			SPARE KEYS-EQ5856	28.74	101 4631207	28.74
				<u>851.14</u>		<u>851.14</u>
7401086	09191	DESIGNERS TOUCH LANDSCAPE INC	EDP-PLANTER WORK	2,950.00	101 4631404	2,950.00
7401087	06421	DIESEL EMISSIONS SERVICE	REDLINE GASKET(2)-EQ3770	974.74	203 4752207	974.74
			GASKET(2)/SERVICE-EQ3985	1,059.54	480 4755207	1,059.54
			REDLINE GASKET(2)-EQ3830	974.74	203 4752207	974.74
				<u>3,009.02</u>		<u>3,009.02</u>
7401088	05665	EGGERTH, DARRELL	12/18-SPORTS OFFICIAL	115.00	101 4641308	115.00
7401089	D3206	ENTERPRISE COUNSEL GROUP	11/18-LEGAL SERVICES	298.17	991 4240303	298.17
7401090	06857	ENTERTAINMENTMAX, INC	CMMSSNS-LEANN RIMES-12/17/18	3,500.00	101 4650301	3,500.00
7401091	07197	ESPRITT, JA VAUGHN	12/18-SPORTS OFFICIAL	272.00	101 4641308	272.00
7401092	C8113	F J HEATING & AIR CONDITIONING	422 LANSFORD-COOLER SERVICE	50.00	306 4542682	50.00
			320 W AVE J12-COOLER SERVICE	50.00	306 4542682	50.00
				<u>100.00</u>		<u>100.00</u>
7401093	08838	FEHR & PEERS	LANC SAFER STREETS ACTION PLAN	4,907.50	101 4785301	490.75
					349 4785301	4,416.75
				<u>4,907.50</u>		<u>4,907.50</u>
7401094	09195	GARCIA, ANNETTE A	12/18-SPORTS OFFICIAL	170.00	101 4641308	170.00
7401095	00822	H W HUNTER, INC	PRKING BRK HNDL-EQ5652	46.82	101 4633207	46.82
			AD MODULE-EQ3991	261.92	480 4755207	261.92
				<u>308.74</u>		<u>308.74</u>
7401096	00849	HAAKER EQUIPMENT CO	RELIEF VALVE/HND GUN-EQ3351	337.55	484 4755207	337.55
			JOYSTICK/SHPG FEES-EQ3988	1,842.66	480 4755207	1,842.66
			VALVE CONNECTOR-EQ3779	115.12	480 4755207	115.12
				<u>2,295.33</u>		<u>2,295.33</u>



# City of Lancaster Check Register



From Check No.: 7400698 - To Check No.: 7401179

From Check Date: 12/09/18 - To Check Date: 01/05/19

Printed: 1/7/2019 15:50

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
7401097	02585	HARRELL, BARON	12/18-SPORTS OFFICIAL	322.00	101 4641308	322.00
7401098	C4032	HOUSING RIGHTS CENTER	10/18-FAIR HOUSING PROGRAM	2,938.58	361 4541301	2,938.58
7401099	09070	INSIGHT NORTH AMERICA LLC	11/18-INVESTMENT ADVISORY SRVC	2,770.57	101 3501110	2,770.57
7401100	06350	INTELESYS ONE	SHORTEL IP PHONE	32,849.50	101 4315291	32,849.50
7401101	A2594	INTERSTATE BATTERY SYS OF A V	BATTERIES(2)	223.52	203 4752207	112.77
			BATTERY-EQ5704	53.51	203 4785207	110.75
				53.51	101 4634207	53.51
				277.03		277.03
7401102	03366	JAS PACIFIC	PLAN REVIEW/INSPECTION SVCS	6,771.89	101 4783301	6,771.89
			PLAN REVIEW/INSPECTION SVCS	11,562.50	101 4783301	11,562.50
				18,334.39		18,334.39
7401103	07696	JOHNSON, DONALD	12/18-SPORTS OFFICIAL	118.00	101 4641308	118.00
7401104	D1903	KERN MACHINERY INC-LANCASTER	GASKET(2)-EQ5850	37.06	101 4635207	37.06
			TIRE(4)-EQ5845	887.09	101 4634207	887.09
			AIR FILTER/TIE ROD ASSY-EQ5615	81.20	101 4632207	81.20
			LATCH(2)/SEAT/ABSRBR-EQ5837	636.15	101 4632207	636.15
			WSHR/BSHNG/SCRW/IDLER-EQ5615	47.82	101 4632207	47.82
			GSKT/WTR PMP/RNG/HSE-EQ3773	482.13	203 4752207	482.13
			O-RING/GASKET-EQ3772	39.74	484 4752207	39.74
			OMP-OIL	57.52	101 4634230	57.52
			OMP-BLOWER	433.57	101 4634230	433.57
				2,702.28		2,702.28
7401105	06059	KRAZAN & ASSOCIATES, INC	CP18003-SCHOOL PED IMPROVEMNTS	6,840.00	210 15ST037924	6,840.00
			CP17020-AVE   CORRDR IMPRVMTS	2,887.50	209 15ST042924	2,887.50
				9,727.50		9,727.50
7401106	03575	LANCASTER AUTO INTERIORS	LABOR/SEAT REPAIR-EQ5652	382.13	101 4633207	382.13
7401107	08387	LOOMIS	11/18-ARMORED CAR SERVICE	1,979.46	101 3501110	1,979.46
7401108	06873	MAHER ACCOUNTANCY	CCEA-11/18-ACCOUNTING SVCS	2,500.00	491 4250003P	2,500.00
			CCEA-11/18-ACCOUNTING SVCS	2,500.00	491 4250002P	2,500.00
			CCEA-11/18-ACCOUNTING SVCS	2,500.00	491 4250001P	2,500.00
			CCEA-11/18-ACCOUNTING SVCS	2,500.00	491 4250004P	2,500.00
				10,000.00		10,000.00
7401109	06663	MASON, MELINDA	EMP GALA-PHOTO SERVICES	325.00	101 4220251	325.00
7401110	C3715	LEXISNEXIS MATTHEW BENDER	EMPLOYMENT LAW DESKBOOK	408.03	101 4220206	408.03
7401111	05457	MAULDIN JR, LEO	12/18-SPORTS OFFICIAL	721.00	101 4641308	721.00
7401112	C1198	MC PHERSON CONSULTING	CH-SETUP RITELock SOFTWARE	75.00	101 4633402	75.00

# City of Lancaster Check Register



From Check No.: 7400698 - To Check No.: 7401179

From Check Date: 12/09/18 - To Check Date: 01/05/19

Printed: 1/7/2019 15:50

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
7401113	06966	MICHAEL BAKER INT'L INC	CP13020-AVE G INTERCHANGE	3,769.39	210 15BR006924	3,769.39
7401114	09084	MICRON CONSUMER PRODUCTS GRO	COMPUTER DRIVE UPGRADES	5,080.36	101 4315291	5,080.36
7401115	09236	MILAM CUSTOM TILE & MARBLE	TRENCHING/UTILITIES INSTLLTN	7,608.25	213 11BS023924	7,608.25
			TRENCHING/UTILITIES INSTLLTN	2,817.87	213 11BS023924	2,817.87
				<u>10,426.12</u>		<u>10,426.12</u>
7401116	D3578	MINUTEMAN PRESS	LCE-CALPINE PUSH NOTICES(217)	207.62	490 4250212	207.62
			LCE-CALPINE PUSH NOTICES(344)	192.56	490 4250212	192.56
			LCE-CALPINE PUSH NOTICES(1500)	674.40	490 4250212	674.40
			LCE-CALPINE PUSH NOTICES(637)	407.90	490 4250212	407.90
			LCE-ENVELOPES(10000)	627.00	490 4250212	627.00
			LCE-CALPINE PUSH NOTICES(309)	249.17	490 4250212	249.17
			LCE-CALPINE PUSH NOTICES(204)	145.95	490 4250212	145.95
				<u>2,504.60</u>		<u>2,504.60</u>
7401117	09132	MORNINGSIDE TRANSLATIONS	ENGLISH/CHINESE BUSINESS CARDS	90.00	101 4200301	90.00
7401118	C8944	MSC INDUSTRIAL SUPPLY CO	MAINTENANCE SUPPLIES	115.59	101 4753214	115.59
			FLASHLIGHTS(5)	600.00	101 4220301	600.00
				<u>715.59</u>		<u>715.59</u>
7401119	06543	MURREN, JAMES	12/18-ADMIN HEARINGS	50.00	101 4800301	50.00
7401120	08562	NAPA AUTO PARTS	FLAPDISC(3)/CUTOFF 310-EQ4337	132.14	203 4785207	132.14
			RACHET TIE DOWN-EQ3824	55.64	203 4752207	55.64
			THRSEAL TAPE-EQ3779	2.23	480 4755207	2.23
			P-LUCK/THRDSL TAPE-EQ3779	14.50	480 4755207	14.50
			FUEL CAP-EQ2386	13.49	101 4753207	13.49
			BOX LAMP(2)-EQ3757	73.34	203 4752207	73.34
			FUEL MODULE-EQ3307	188.33	484 4752207	188.33
			BRK SHOE/BRK GRS-EQ6809	94.78	101 4545207	94.78
			OIL FILTER-EQ1509	6.79	101 4200207	6.79
			OXY SENSOR-EQ7607	50.12	480 4755207	50.12
			LAMP-EQ3820	9.07	203 4752207	9.07
			HSE FTTG(8)/ASSY(16)-EQ3781	218.27	203 4752207	218.27
			SERPKIT/PWR STR PMP-EQ7505	245.29	480 4755207	245.29
			BRK PADS/BRK ROTOR-EQ3302	348.10	101 4753207	348.10
			WELD/TANK REPAIR/SYRNG-EQ5787	34.54	101 4631207	34.54
			55 GALLON DRUM	218.99	101 4753214	218.99
			ANTIFREEZE-EQ3773	24.90	203 4752207	24.90
			BEARINGS/CORE DPST-EQ3302	(43.96)	101 4753207	(43.96)
			GSKT/ACTUATOR/THRTL BDY-EQ3992	204.08	480 4755207	204.08
			SNSR FUEL PRSSR-EQ7607	104.52	480 4755207	104.52
			AIRFLW SNSR/COR DEPST-EQ4742	118.25	203 4752207	118.25
			FUEL MODULE-EQ3307	187.39	484 4752207	187.39
			FUEL MOD/COR DPST/HTR-EQ3307	(427.12)	484 4752207	(427.12)
			IGNITION COIL-EQ7607	404.45	480 4755207	404.45
			DOOR HNDL-EQ3301	24.89	203 4752207	24.89

# City of Lancaster Check Register



From Check No.: 7400698 - To Check No.: 7401179

From Check Date: 12/09/18 - To Check Date: 01/05/19

Printed: 1/7/2019 15:50

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
			STEERING PMP/COR DEPST-EQ7505	123.78	480 4755207	123.78
			WASHER-EQ5787	4.27	101 4631207	4.27
			JB WELD/JB STIK-EQ5787	6.89	101 4631207	6.89
			ALLEN HEAD BOLT-EQ3774	36.49	203 4752207	36.49
			PULLEY REMVL/INSTLL-EQ7505	30.54	480 4755207	30.54
				<u>2,504.99</u>		<u>2,504.99</u>
7401121	D2822	NATIONAL CINEMEDIA, LLC	PS-THEATER ADS-09/28-11/01/18	281.25	101 4800205	281.25
7401122	07859	NORWOOD, DEBORAH	LCE-NEM 2018 ANNUAL PAYOUT	67.08	490 4250658	67.08
7401123	03762	OFFICE DEPOT	DRY ERASE BOARD/CLIPS	25.71	101 4700259	25.71
			PLANNER	29.55	101 4770259	29.55
				<u>55.26</u>		<u>55.26</u>
7401124	A7221	P E R S LONG TERM CARE PROGRAM	LONG TERM CARE PREM-PP 26-2018	1,499.80	101 2170200	1,499.80
7401125	05741	P P G ARCHITECTURAL FINISHES	PAINT	47.81	203 4752502	47.81
			PAINT/SUPPLIES	47.66	203 4752502	47.66
			MOAH-PAINT/SUPPLIES	131.35	101 4653251	131.35
			PAINT/SUPPLIES	27.00	203 4752502	27.00
			OMP/AVTA-PAINT/SUPPLIES	159.68	207 4634402	159.68
			PAINT	19.67	203 4752502	19.67
			PAINT/SUPPLIES	44.69	203 4752502	44.69
				<u>477.86</u>		<u>477.86</u>
7401126	06984	PACIFIC DESIGN & INTEGRATION	PROMAX PROCARE RENEWAL	7,302.87	101 4315302	7,302.87
7401127	C9363	PALMDALE WATER DISTRICT	IRWMP COST-SHARING-COL001	47,769.00	480 4700301	47,769.00
7401128	09082	PATRIOT CONTRACTORS EQUIPMENT	MESSAGE BOARD TRUCK MOUNT	10,101.38	203 4752753	10,101.38
7401129	05998	PAVING THE WAY FOUNDATION	CMMNTY SPPRT/GOOD CTZNSHP PRGM	5,500.00	101 4820301	5,500.00
7401130	05602	PETROLEUM EQUIPMENT CONST SRV	SENSOR MAINTENANCE	139.82	101 4753402	139.82
7401131	09243	POTTER, ANDREW	12/18-SPORTS OFFICIAL	92.00	101 4641308	92.00
7401132	07287	PRINTING BOSS	FOD-BANNERS	350.40	101 4649563	350.40
			FOD-BANNERS/SIGNS	292.50	101 4649563	292.50
				<u>642.90</u>		<u>642.90</u>
7401133	06874	PRINTS4LIFE	UNIFORM POLOS(6)	105.12	101 4641209	105.12
7401134	06087	PRIORITY AUTO GLASS	WINDSHIELD KIT/INSTLLTN-EQ3757	179.75	203 4752207	179.75
7401135	05864	QUINN COMPANY	HOSE(2)/COUPLING-EQ3782	83.81	203 4752207	83.81
			AC COMP/DRYER-EQ3769	525.05	203 4752207	525.05
			BATTERY-EQ3394	543.30	203 4752207	543.30
			COUPLING(2)-EQ3778	113.39	203 4752207	113.39
				<u>1,265.55</u>		<u>1,265.55</u>

# City of Lancaster Check Register



From Check No.: 7400698 - To Check No.: 7401179

From Check Date: 12/09/18 - To Check Date: 01/05/19

Printed: 1/7/2019 15:50

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
7401136	A9382	R H A LANDSCAPE ARCHITECTS	LANC PARKS IMPROVEMENT PLAN	2,962.00	104 4631402	2,962.00
			OWEN MEMORIAL PLAZA IMPRVMENTS	150.00	106 11BS026924	150.00
			LANC PARKS IMPROVEMENT PLAN	1,000.00	104 4631402	1,000.00
				<u>4,112.00</u>		<u>4,112.00</u>
7401137	05747	RICK SHIPP TRUCK & EQUIP REPR	TEMP SENSOR-EQ3779	520.79	480 4755207	520.79
7401138	05943	ROBERTSON'S	CONCRETE	245.59	203 4752410	245.59
			CONCRETE	204.66	203 4752410	204.66
			CONCRETE	163.72	203 4752410	163.72
			CONCRETE	286.52	203 4752410	286.52
				<u>900.49</u>		<u>900.49</u>
7401139	D3947	S G A CLEANING SERVICES	JRP-RESTROOM REPAIRS	313.00	101 4631402	313.00
			BGC-RESTROOM REPAIRS	997.00	101 4633402	997.00
			CDR ST-CEILING REPAIR	895.00	101 4651402	895.00
			CDR ST-GUTTER CLEANNG/ROOF RPR	997.50	101 4651402	997.50
				<u>3,202.50</u>		<u>3,202.50</u>
7401140	03962	SAFETY KLEEN	HAZ WASTE PARTS WASHER	141.41	101 4753657	141.41
7401141	A8260	SAGE STAFFING	AT-LCE STAFF-11/19-23/18	601.20	490 4250308	601.20
			AT-LCE STAFF-11/26-30/18	1,002.00	490 4250308	1,002.00
				<u>1,603.20</u>		<u>1,603.20</u>
7401142	C3064	SANTOS, RENALDO	12/18-SPORTS OFFICIAL	690.00	101 4641308	690.00
7401143	05934	SHI INTERNATIONAL CORP	SURFACE PROS(2)	2,651.97	101 4315291	2,651.97
			REMOTE ACCESS PREM-LICENSE	3,615.30	101 4315302	3,615.30
			SURFACE PROS/STYLUS/COVERS	7,597.03	101 4315291	7,597.03
				<u>13,864.30</u>		<u>13,864.30</u>
7401144	1894	SIGNS & DESIGNS	DM-NAMEPLATE	76.64	203 4752253	76.64
7401145	01816	SMITH PIPE & SUPPLY INC	OMP-VALVES(2)	119.15	101 4634404	119.15
			AHP-PIPE/PIPE CUTTER	96.22	101 4631404	96.22
				<u>215.37</u>		<u>215.37</u>
7401146	08917	SOFTWARE & VINE INC	09-10/18-WEB HOSTING/MNTENANCE	2,000.00	306 4542355	2,000.00
7401147	04173	SPECTRUM AQUATICS	BATTERY	340.00	101 2175000	(2.25)
					101 4631670	342.25
				<u>340.00</u>		<u>340.00</u>
7401148	08650	STAWINSKI, STEPHANIE	PDW-MNS/CRTRS PRSNTTN-11/03/18	100.00	106 4823251	100.00
7401149	09264	STEINBERGER, BEN	MOAH-RFND DAMAGE DEPOSIT	92.00	101 2182001	92.00
7401150	09173	STERNAL, STEVEN	12/18-SPORTS OFFICIAL	69.00	101 4641308	69.00
7401151	05590	STUDIO EQUIPMENT RENTALS INC	GALA-GENERATR RNTL-11/15-18/18	548.58	101 4220251	548.58

# City of Lancaster Check Register



From Check No.: 7400698 - To Check No.: 7401179

From Check Date: 12/09/18 - To Check Date: 01/05/19

Printed: 1/7/2019 15:50

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
7401152	06963	SURFACE	WALK IN COOLER RENOVATIONS	22,312.00	227 11BS023924	22,312.00
7401153	08005	T B X EMPLOYEE BENEFITS LLC	TBX ANNUAL SUBSCRIPTION FEE	995.00	101 4220301	995.00
7401154	A6479	TAFT ELECTRIC COMPANY	POLE REMOVAL/INSTALLATION	17,736.86	483 4785460	17,736.86
7401155	08177	TEKWERKS	01/19-REMOTE MONITORING/MNGMNT	1,355.00	101 4315402	1,355.00
7401156	06962	TEN8 UNIFORMS	UNIFORM SHIRTS/PANTS	175.24	101 4647209	175.24
7401157	C7736	THIRD WAVE	IT STRATEGIC PLAN/ROADMAP	22,614.00	101 4315301	22,614.00
			IT STRATEGIC PLAN/ROADMAP	14,998.00	101 4315301	14,998.00
				<u>37,612.00</u>		<u>37,612.00</u>
7401158	09235	THOMPSON, AARON	12/18-SPORTS OFFICIAL	324.00	101 4641308	324.00
7401159	04239	TIM WELLS MOBILE TIRE SERVICE	FLAT REPAIR-EQ5768	30.00	480 4755207	30.00
7401160	2003	TIP TOP ARBORISTS, INC	11/18-TREE TRIMMINGS/REMOVALS	2,093.50	483 4636267	2,093.50
			11/18-TREE TRIMMINGS/REMOVALS	4,976.00	482 4636267	4,976.00
			11/18-TREE TRIMMINGS/REMOVALS	1,533.50	203 4636267	1,533.50
			11/18-TREE TRIMMINGS/REMOVALS	2,507.50	101 4631267	2,507.50
			11/18-TREE TRIMMINGS/REMOVALS	5,980.50	101 4634267	5,980.50
				<u>17,091.00</u>		<u>17,091.00</u>
7401161	D3099	TPX COMMUNICATIONS	12/18-TELEPHONE SERVICE	9,609.26	101 4315651	9,359.26
					490 4250651	250.00
				<u>9,609.26</u>		<u>9,609.26</u>
7401162	D4202	U S BANK	12/01-11/19 ADMIN FEES	1,500.00	483 4785301	1,500.00
7401163	D3265	ULINE	MOAH-STORAGE CABINET	620.83	101 4653251	620.83
7401164	08783	UNIFIRST CORPORATION	UNIFORM CLEANING	110.49	480 4755209	110.49
			UNIFORM CLEANING	110.49	480 4755209	110.49
				<u>220.98</u>		<u>220.98</u>
7401165	31009	UNIVERSAL ELECTRONIC ALARMS	MTNC YD-01/19-FIRE ALARM	27.00	203 4752301	27.00
			MTNC YD-01/19-SECURITY ALARM	27.00	203 4752301	27.00
				<u>54.00</u>		<u>54.00</u>
7401166	09023	VERTEX SURVEY INC	CP17009-5TH ST CRRDR IMPRVMENTS	4,185.00	210 15ST055924	4,185.00
			CP17009-5TH ST CRRDR IMPRVMENTS	877.50	210 15ST055924	877.50
				<u>5,062.50</u>		<u>5,062.50</u>
7401167	06384	VOYAGER FLEET SYSTEMS INC	VOYAGER FLEET SYSTEMS 12/24/18	215.76	101 2602000	215.76
7401168	04496	VULCAN MATERIAL WESTERN DIV	ASPHALT	144.13	203 4752410	144.13
			COLD MIX	194.91	203 4752410	194.91
			COLD MIX	229.40	203 4752410	229.40
			COLD MIX	209.47	203 4752410	209.47

# City of Lancaster Check Register



From Check No.: 7400698 - To Check No.: 7401179

From Check Date: 12/09/18 - To Check Date: 01/05/19

Printed: 1/7/2019 15:50

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
			COLD MIX	206.41	203 4752410	206.41
			COLD MIX	218.67	203 4752410	218.67
			COLD MIX	102.05	203 4752410	102.05
				<u>1,305.04</u>		<u>1,305.04</u>
7401169	06209	WAGeworks	12/18-FSA ADMIN FEES	471.97	101 2170213	443.82
					101 2170214	28.15
				<u>471.97</u>		<u>471.97</u>
7401170	31026	WAXIE SANITARY SUPPLY	DAMAGED-GENTLE FOAM	(37.15)	203 4752406	(37.15)
			MTNC YD-JANITORIAL SUPPLIES	37.15	203 4752406	37.15
			MTNC YD-JANITORIAL SUPPLIES	248.84	203 4752406	248.84
				<u>248.84</u>		<u>248.84</u>
7401171	D2896	WHITE NELSON DIEHL EVANS LLP	FY17/18 AUDIT-INTERIM BILLING	16,300.00	101 4410304	16,300.00
7401172	04053	WITT'S PRINT & OFFICE SUPPLY	CALENDARS/PLANNERS	312.76	101 4410259	312.76
7401173	C5965	WOLF, LAWRENCE	12/18-SPORTS OFFICIAL	23.00	101 4641308	23.00
7401174	D3242	ZIMMER, DANIEL	12/18-SPORTS OFFICIAL	529.00	101 4641308	529.00
7401175	08018	DANIELIAN ASSOCIATES INC	07/18-PROFESSIONAL SERVICE	2,400.00	361 4541901N	2,400.00
			10/18-PROFESSIONAL SERVICE	56,145.00	361 4541900	56,145.00
			10/18-PROFESSIONAL SERVICE	11,675.00	361 4541900	11,675.00
			11/18-PROFESSIONAL SERVICE	2,400.00	361 4541900	2,400.00
			11/18-PROFESSIONAL SERVICE	8,220.00	361 4541901S	2,115.00
					361 4541919S	6,105.00
			11/18-PROFESSIONAL SERVICE	1,715.00	361 4541900	1,715.00
				<u>82,555.00</u>		<u>82,555.00</u>
7401176	09014	HLS HARD-LINE SOLUTIONS INC	REMOTE CNTRL SKD STEER VEHICLE	97,100.00	101 2175000	(9,224.50)
					484 4755753	106,324.50
				<u>97,100.00</u>		<u>97,100.00</u>
7401177	09083	INT'L BUSINESS MACHINES CORP	WATSON DATA PLATFORM SUPPORT	4,908.69	101 4200302	4,908.69
			WATSON DATA PLATFORM SUPPORT	52,668.00	101 4200302	52,668.00
				<u>57,576.69</u>		<u>57,576.69</u>
7401178	06429	STANTEC CONSULTING SRVCS INC	CP17013-AVE I/60TH ST IMPRVMT	519.00	217 16ST030924	519.00
			CDP1507-2017 DRAIN GUIDELINE	8,259.25	220 4761301	8,259.25
			CP17005-PEDESTRIAN IMPROVEMNTS	141,339.30	210 15SW017924	141,339.30
			CP17015-AVE I IMPROVEMENTS	36,946.15	210 15ST054924	36,946.15
			CP16004-10TH ST W IMPROVEMENTS	12,551.00	210 15BW008924	12,551.00
			CP17014-AVE I IMPRVMTS-24	20,375.12	210 15ST053924	20,375.12
			CP17015-AVE I IMPROVEMENTS	33,189.90	210 15ST054924	33,189.90
			CDP1507-2017 DRAIN GUIDELINE	346.00	220 4761301	346.00
			CP17005-PEDESTRIAN IMPROVEMNTS	124,394.00	210 15SW017924	124,394.00
			CP16004-10TH ST W IMPROVEMENTS	13,781.55	210 15BW008924	13,781.55
				<u>391,701.27</u>		<u>391,701.27</u>
7401179	05834	VENCO WESTERN, INC	10/18-PERIMETER AREAS MTNC	24,448.14	203 4636264	24,448.14

# City of Lancaster Check Register



From Check No.: 7400698 - To Check No.: 7401179

From Check Date: 12/09/18 - To Check Date: 01/05/19

Printed: 1/7/2019 15:50

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
			10/18-MAINTENANCE SERVICES	44,341.75	482 4636402	44,341.75
			11/18-PERIMETER AREAS MTNC	24,448.14	203 4636264	24,448.14
			11/18-MAINTENANCE SERVICES	44,341.75	482 4636402	44,341.75
				<u>137,579.78</u>		<u>137,579.78</u>

Chk Count 482

Check Report Total 6,345,310.09

# City of Lancaster Check Register



From Check No.: 101010229 - To Check No.: 101010241

From Check Date: 12/09/18 - To Check Date: 01/05/19

Printed: 1/7/2019 15:45

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
101010229	00370	CITY OF LANCASTER/PETTY CASH	PETTY CASH EXPENSE	471.79	101 4220245	90.22
					101 4220251	56.56
					101 4220256	57.50
					101 4240340	27.55
					101 4700202	20.00
					101 4700202	30.00
					101 4762202	15.00
					101 4762202	20.00
					101 4762206	20.00
					101 4762206	20.00
					101 4762206	30.00
					101 4785259	18.40
					203 4752202	20.00
					480 4755202	40.00
					486 4250207	6.56
				471.79		471.79
101010230	00370	CITY OF LANCASTER/PETTY CASH	PETTY CASH DRAW	1,022.00	101 1020000	1,022.00
101010231	08026	INLAND EMPIRE ENERGY CENTER	01/19-ENERGY PROCUREMENT	64,500.00	490 4250653	64,500.00
101010232	04867	CITY OF LANCASTER-PARKS	BWS-CHANGE FUND	220.00	101 1020004	220.00
101010233	05987	THE VISITORS BUREAU/LANCASTER	10/18 TBID FEES	43,742.63	101 2501000	43,742.63
101010234	C9589	U S BANK CORP PAYMENT SYSTEMS	12/10/18-CALCARD STATEMENT	74,116.61	101 2601000	74,116.61
101010235	07732	3 PHASES RENEWABLES INC	LCE-11/18-RESOURCE CAPACITY	78,480.00	490 4250653	78,480.00
101010236	09015	POWEREX CORP	11/18-CARBON FREE ENERGY	3,430.70	490 4250653	3,430.70
101010237	09046	SAN GORGONIO FARMS INC	11/18-ENRGY CPCTY-FNL CRDT	9,282.00	491 4250001E	9,282.00
101010238	08688	HIGH DESERT POWER PROJECT, LLC	12/18-ENERGY PROCUREMENT	49,400.00	490 4250653	49,400.00
101010239	07172	ENERGY AMERICA, LLC	10/18-LCE ENERGY CHARGES	3,341,875.44	490 4250301	42,984.07
					490 4250653	2,350.00
					490 4250653	3,296,541.37
				3,341,875.44		3,341,875.44
101010240	07936	WESTERN ANTELOPE DRY RANCH LLC	11/18-LCE ENERGY CHARGS-SPOWER	82,157.54	490 4250653	82,157.54
101010241	04867	CITY OF LANCASTER-PARKS	PETTY CASH-TOURNAMENT	3,500.00	101 1020004	3,500.00

Chk Count 13

Check Report Total 3,752,198.71



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

CC 3
01/22/19
JC

Date: January 22, 2019  
To: Mayor Parris and City Council Members  
From: Pam Statsmann, Finance Director  
Subject: **Monthly Report of Investments – December 2018**

---

**Recommendation:**

Accept and approve the December 2018 Monthly Report of Investments as submitted.

**Fiscal Impact:**

None

**Background:**

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

Portfolio Recap

Yield:

	<u>December 2018</u>	<u>November 2018</u>
Total Portfolio	1.30%	1.37%
Local Agency Investment Fund	2.21%	2.21%
Total Portfolio Balance:	\$66,344,518	\$58,666,855

The portfolio balance increased from November to December by \$7,677,663 or 11.7%. Significant revenues for December included \$6,514,312 Property Taxes, \$1,778,417 of Sales & Use Tax and MTA funding of \$866,337. The largest City expenditures were \$2,150,958 to LA County Sheriff for December 2018 law enforcement services.

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 February 13, 2018, by Resolution No. 18-06.

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:MA

**Attachment:**

Monthly Report of Investments

**ATTACHMENT A  
CITY OF LANCASTER  
MONTHLY REPORT OF INVESTMENTS  
December 31, 2018**

- (1) This is the actual City bank account balance as of 12/31/2018. It only reflects checks that have been presented for payment and deposits received by the bank. The balance on deposit per the City books would reflect reductions for all checks and warrants issued and all deposits transmitted.
- (2) This is the safekeeping account utilized for investing City funds pursuant and consistent with the investment policy adopted 02/13/2018. The current portfolio consists of treasury notes, government agencies, corporates, and CDs.

(3) Pooled Portfolio:

	<u>% of Portfolio</u>	<u>Policy Limit</u>
Cash	25.15%	None
CDs	0.89%	25% of total portfolio
Commercial Paper	0.00%	25% of total portfolio
US Treasury	23.39%	None
Federal Securities	22.06%	None
Corporate Securities	18.06%	30% of total portfolio
LAIF	10.45%	None

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

**ATTACHMENT A  
CITY OF LANCASTER  
MONTHLY REPORT OF INVESTMENTS  
December 31, 2018**

	Interest Rate	Amount	Total
<b><u>City of Lancaster</u></b>			
<b>Wells Fargo Bank</b>			
City of Lancaster Account (note 1)	0.00%	\$15,573,632	
Certificate of Deposit	0.10%	\$100,000	
			<b>\$100,000</b>
<b>Bank of America</b>			
Certificate of Deposit	0.05%	\$100,000	
<b>U S Bank - Safekeeping (note 2)</b>			
Commercial Paper	0.00%	\$0	
US Treasury Notes	1.44%	\$14,510,582	
Federal Government Agencies	1.45%	\$13,685,944	
Corporate Securities	1.95%	\$11,201,683	
Cash & Equivalents	0.00%	\$24,000	
<b>Chase Bank</b>			
Certificate of Deposit	0.01%	\$150,919	
<b>Mission Bank</b>			
Certificate of Deposit	0.20%	\$201,579	
<b>Local Agency Investment Fund (L.A.I.F.)</b>			
	2.21%	\$6,480,793	
<b>Total City of Lancaster</b>			<b><u>\$62,029,132</u></b>
<b>Successor Agency for the Lancaster Redevelopment Agency</b>			
<b>Local Agency Investment Fund (L.A.I.F.)</b>	2.21%	\$4,315,386	
<b>Total Lancaster Successor Agency</b>			<b><u>\$4,315,386</u></b>
<b>Total Pooled Portfolio (note 3)</b>			<b><u>\$66,344,518</u></b>
<b>Weighted Average</b>	<b>1.303%</b>		

**ATTACHMENT A  
CITY OF LANCASTER  
MONTHLY REPORT OF INVESTMENTS  
December 31, 2018**

	Interest Rate	Amount	Total
<b>Wilmington Trust</b>			<b>\$743,817</b>
Lancaster Choice Energy LockBox Account	0.00%	\$743,817	
<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>\$24,893,686</b>
CFD 89-1 1990 Special Bonds	2.40%	\$120	
LFA CFD 89-1 1997 Special Bonds	2.40%	\$1,728	
LFA L O BONDS 1997 SERIES A & B	2.40%	\$388,173	
LFA LRB 2018 Construction and Improvements	2.40%	\$15,005,055	
LRA Combined 2004 Fire Protection Facilities Project Bonds	2.40%	\$836,150	
LRA Combined 2004 Sheriff Facilities Prjet Refunding Bonds	2.40%	\$1,784,119	
LRA Public Capital Facilities 2010 Project Lease Revenue Bonds	2.40%	\$421,228	
LPA Solar Renewable Energy Issue of 2012A	2.40%	\$2,270,583	
SA Combined Project Areas Refunding Bonds 2015A & B	2.40%	\$473,611	
SA Combined Project Areas Refunding Bonds 2016 A-1 & A-2	2.40%	\$1,047,434	
SA Combined Project Areas Refunding Bonds 2016B	2.40%	\$953,796	
LFA 2016 Assessment Revenue Bonds (Streetlights Acquisition)	2.40%	\$413,611	
SA 2017 Tax Allocation Revenue Bonds (TARB)	2.40%	\$1,298,079	
<b>Total Restricted Cash/Investments Held in Trust</b>		<b>\$24,893,686</b>	
<b>Total Restricted Cash/Investments Held in Trust (note 4)</b>			<b>\$27,121,325</b>

All investments are authorized pursuant to and consistent with the investment policy of the City of Lancaster. Policy adopted 02/13/18 under resolution number 18-06.

Pam Statsmann  
Finance Director

City of Lancaster  
Cash Balances by Fund  
December 31, 2018

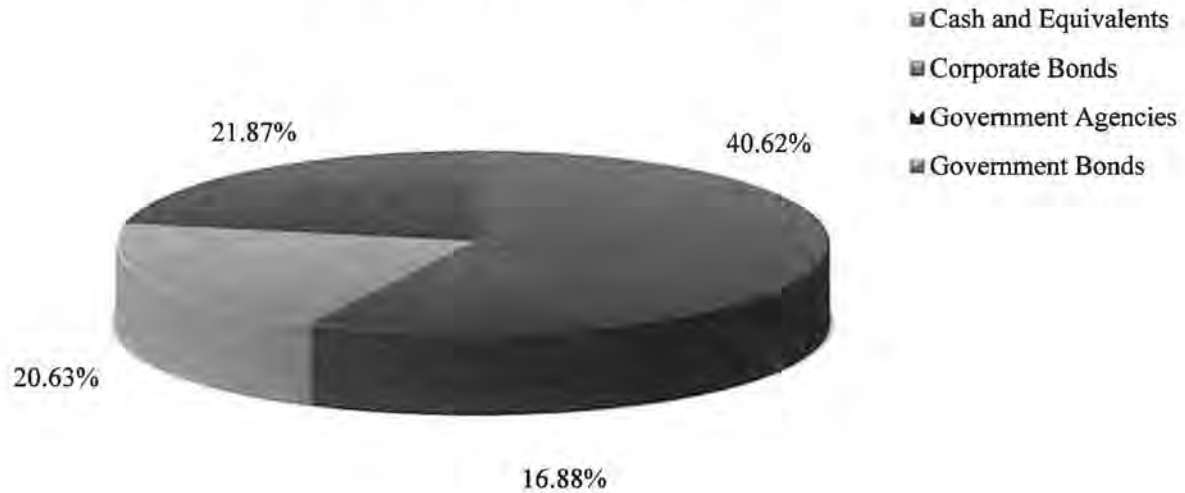
Fund No.	Fund Name	Ending Balance	Fund No.	Fund Name	Ending Balance
101	GENERAL FUND	\$ 12,108,523	323	STATE GRANT - STPL	\$ (9,382)
104	CAPITAL REPLACEMENT FUND	\$ 2,011,111	324	STATE GRANT - OTS	\$ (5,365)
106	COMMUNITY SERVICES FOUNDATION	\$ 119,444	330	STATE GRANT RECYCLING	\$ 210,300
109	CITY SPECIAL RESERVES FUND	\$ 147,489	331	STATE GRANT - OIL RECYCLING	\$ 35,932
150	CAPITAL PROJECTS FUND - CITY	\$ (2,265,732)	349	MISC STATE GRANTS	\$ (544,599)
203	GAS TAX	\$ 792,996	361	CDBG	\$ (1,114,857)
204	AQMD	\$ 62,617	363	NBRHD STABILIZATION PRGM	\$ 2,056,133
205	PROP IB	\$ 240,828	364	HPRP-HOMELESS PREV & RAPID REH	\$ -
206	TDA ARTICLE 8 FUND	\$ (2,652,981)	391	LANCASTER HOME PROGRAM	\$ 760,586
207	PROP "A" TRANSIT FUND	\$ 2,330,124	399	FEDERAL MISCELLANEOUS GRANTS	\$ (542,634)
208	TDA ARTICLE 3 BIKEWAY FUND	\$ (65,816)	401	AGENCY FUND	\$ 610,835
209	PROPOSITION "C" FUND	\$ 3,658,780	402	PERFORMING ARTS CENTER	\$ (640,667)
210	MEASURE R FUND	\$ 5,722,818	404	GRANTS FUND	\$ -
211	MEASURE M FUND	\$ 2,094,548	408	X-AEROSPACE GRANTS FUND	\$ -
213	PARKS DEVELOPMENT FUND	\$ 798,201	456	STILL MEADOW LN SWR ASSMNT DST	\$ 7,583
217	SIGNALS - DEVELOPER FEES FUND	\$ 2,725,039	480	SEWER MAINT FUND	\$ 4,482,992
220	DRAINAGE - DEVELOPER FEES FUND	\$ 4,281,790	482	LANDSCAPE MAINTENANCE DISTRICT	\$ 2,270,611
224	BIOLOGICAL IMPACT FEE FUND	\$ 2,046,211	483	LIGHTING MAINTENANCE DISTRICT	\$ (699,980)
226	USP - OPERATION	\$ 2,569	484	DRAINAGE MAINTENANCE DISTRICT	\$ 1,908,864
227	USP - PARKS	\$ 1,577,144	485	RECYCLED WATER FUND	\$ 3,725
228	USP - ADMIN	\$ 13,794	486	LANCASTER POWER AUTHORITY	\$ 2,808,783
229	USP - CORP YARD	\$ 154,999	490	LANCASTER CHOICE ENERGY	\$ 1,852,548
230	MARIPOSA LILY FUND	\$ 62,733	491	CALIFORNIA CHOICE ENERGY AUTH	\$ 376,276
232	TRAFFIC IMPACT FEES FUND	\$ 2,293,532	701	LANCASTER FINANCING AUTHORITY	\$ 1,628,986
233	DEVELOPER IN LIEU	\$ 85,057	810	ASSESSMENT DISTRICT FUND	\$ 154,596
248	TRAFFIC SAFETY FUND	\$ 106,871	811	AD 93-3	\$ 124,221
251	ENGINEERING FEES	\$ (75,205)	812	AD 92-101	\$ 90,682
252	PROP 42 CONGESTION MANAGEMENT	\$ 649,772	830	CFD 89-1 EASTSIDE WATER FUND	\$ 673,616
261	LOS ANGELES COUNTY REIMB	\$ (285,328)	831	CFD 90-1 (BELLE TIERRA)	\$ 455,756
301	LANCASTER HOUSING AUTH. OPS.	\$ 2,098,593	832	CFD 91-1 (QUARTZ HILL)	\$ 776,760
306	LOW & MOD INCOME HOUSING	\$ 4,992,056	833	CFD 91-2 (LANC BUSINESS PARK)	\$ 442,697
321	MTA GRANT - LOCAL	\$ (1,642,504)	991	REDEV OBLIGATION RETIREMENT FD	\$ 7,226,784
				<b>Total Cash Balance</b>	<b>\$ 69,591,851</b>

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

**City of Lancaster  
Recap of Securities Held  
December 31, 2018**

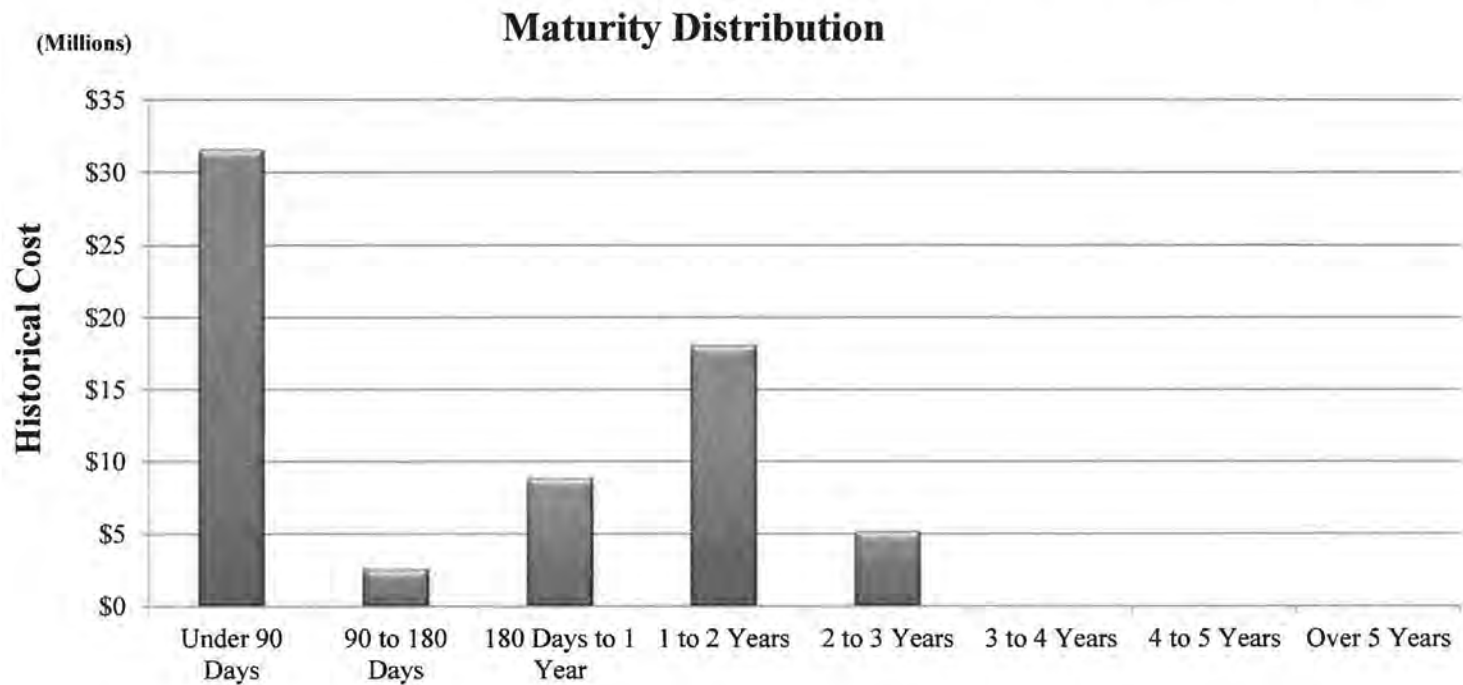
	Historical Cost	Amortized Cost	Fair Value	Unrealized Gain (Loss)	Weighted Average Effective	% Portfolio/ Segment	Weighted Average Market
Cash and Equivalents	\$26,946,309	\$26,946,309	\$26,946,309	\$0	1	40.62%	0.00
Corporate Bonds	\$11,201,683	\$11,167,396	\$11,111,730	(\$55,666)	395	16.88%	1.05
Government Agencies	\$13,685,944	\$13,665,621	\$13,502,597	(\$163,024)	420	20.63%	1.10
Government Bonds	\$14,510,582	\$14,524,963	\$14,526,839	\$1,877	487	21.87%	1.28
<b>TOTAL</b>	<b>\$66,344,518</b>	<b>\$66,304,289</b>	<b>\$66,087,475</b>	<b>(\$216,814)</b>	<b>443</b>	<b>100.00%</b>	<b>1.15</b>

**Portfolio Diversification**



City of Lancaster  
Maturity Distribution  
December 31, 2018

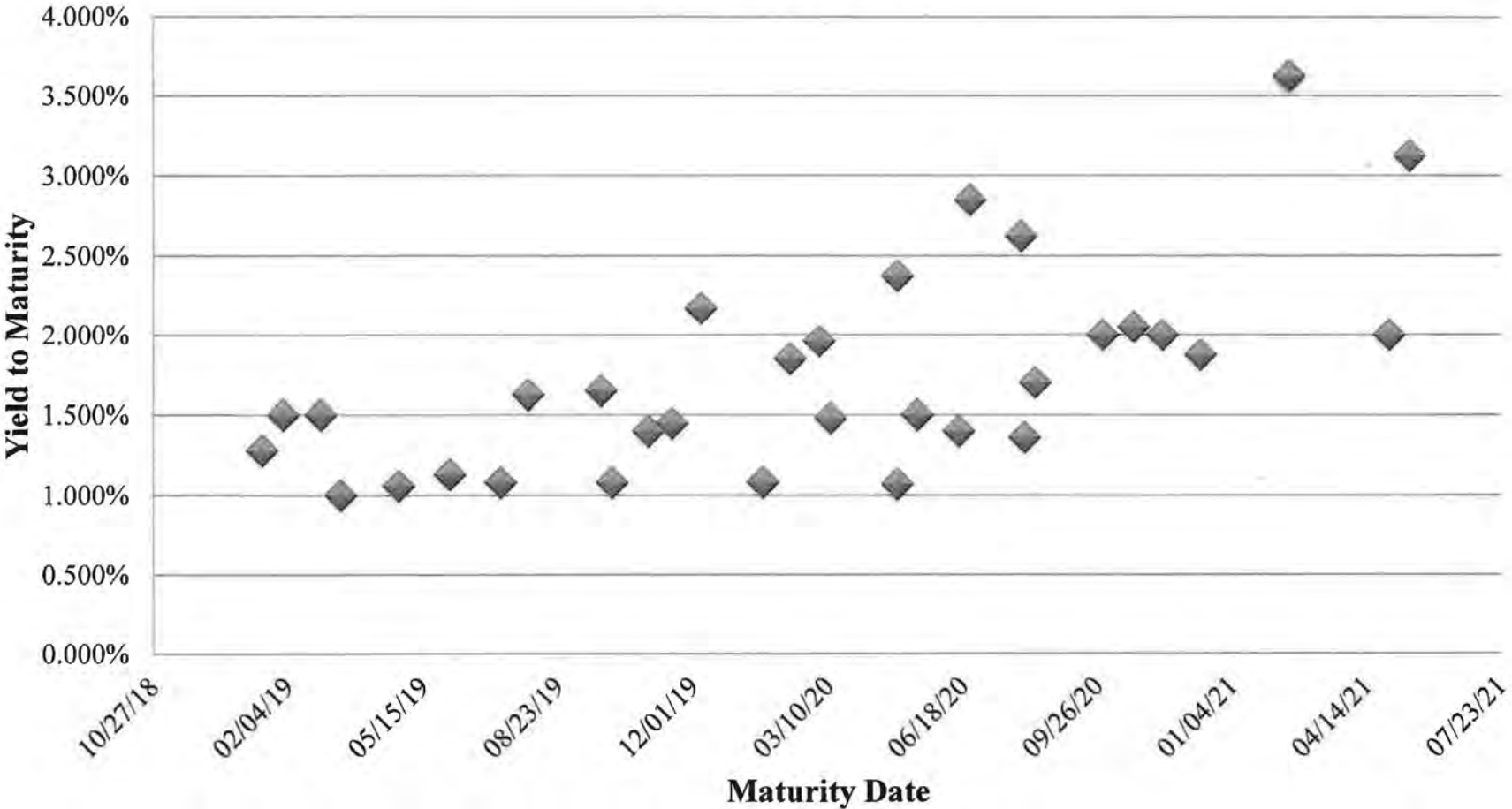
Maturity	Historical Cost	Percent
Under 90 Days	\$31,611,434	47.65%
90 to 180 Days	\$2,562,215	3.86%
180 Days to 1 Year	\$8,864,521	13.36%
1 to 2 Years	\$18,126,711	27.32%
2 to 3 Years	\$5,179,638	7.81%
3 to 4 Years	\$0	0.00%
4 to 5 Years	\$0	0.00%
Over 5 Years	\$0	0.00%
	<b>\$66,344,518</b>	<b>100.00%</b>





City of Lancaster  
Securities Held  
December 31, 2018

**Securities Held**



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

CC 4
01/22/19
JC

Date: January 22, 2019

To: Mayor Parris and City Council Members

From: Jeff Hogan, Development Services Director

Subject: **Increase in the Contract Amount and Extension of Contract Term for Measure R “Highway Equity” Program/Project Management Services**

---

**Recommendation:**

Approve increase in contract amount and extension of contract term for Measure R “Highway Equity” Program/Project Management Services with Kimley-Horn and Associates, Inc., of Los Angeles, California, by \$519,760.00 and an additional 2-year term; authorize the City Manager, or his designee, to sign all documents.

**Fiscal Impact:**

\$519,760.00 bringing the total contract amount to \$3,266,933.00 (including original contract 6% contingency); sufficient funds are available in Capital Improvements Budget Account No.’s 210-15BR004-924, 210-15BR005-924, 210-15BR006-924, 210-15BR007-924, and 210-15BR008-924.

**Background:**

On April 14, 2015, City Council approved an increase in the contract for the Measure R “Highway Equity” Program/Project Management Services with Kimley-Horn and Associates, Inc., of Los Angeles, California. The approved increase was for \$850,933.00 of additional services plus \$165,660.00 in optional additional services for a total approved increase of \$1,016,593.00; staff elected to authorize \$154,860.00 of the optional additional services approved for Program/Project Management Services of Measure R “Highway Equity” Funds.

The Professional Services Agreement for Program/Project Management Services, approved on December 10, 2013, and executed on January 23, 2014, with Kimley-Horn provided the City with a Consultant that will serve as an extension of staff. This allowed the City to acquire the expertise required to design interchange and local street improvements that promote complete streets, provide context sensitive solutions, and bring a sense of place and arrival to travelers, as well as the assistance needed to process documents through the various units within Caltrans in a timely and cost effective manner.

Approval of this contract increase and term extension allows the City to extend the current agreement by two (2) years, per the original executed agreement; Option 1 – January 23, 2019, to January 22, 2020, at a cost of \$322,625.00, and Option 2 – January 23, 2020, to January 22, 2021, at a cost of \$197,135.00, for a total cost of \$519,760.00.

Extending the contract term will allow for continued Program/Project Management Services as the City completes Plans, Specifications, and Estimates (PS&E) for Avenue K, Avenue J, and Avenue M, and completes the Project Approval and Environmental Documents (PA&ED) for Avenue G, and Avenue L.

MD:ML:gb

**Attachments:**

Additional Authorization No. 3

Additional Authorization No. 2 (Executed May 24, 2016)

Additional Authorization No. 1 (Executed June 12, 2015)

Agreement (Executed January 23, 2014)

ADDITIONAL AUTHORIZATION NO. 3  
FOR CONSULTANT SERVICES

TO: Robert Blume, Vice President  
Kimley-Horn and Associates, Inc.  
660 South Figueroa Street, Suite 2050  
Los Angeles, CA 90017

Under terms of our Professional Consultant Services Agreement dated January 23, 2014, you are authorized to proceed with the following consulting services:

Project: CDP 13-10 - Program/Project Management Services for Measure R “Highway Equity” Program

Original Authorization: \$1,741,380.00, dated January 23, 2014

Contingency Authorized: \$104,483.00

Previous Additional Authorization: \$901,310.00

This Authorization: \$519,760.00 (Exhibits “A” and “B” attached)

Total Not To Exceed: \$3,266,933.00

Project Manager: Michael C. Livingston

Term Extension:

The City of Lancaster would like to extend the original Term of the Agreement for Professional Consultant Services, Program/Project Management Services for Measure R “Highway Equity” Program dated January 23, 2014, for a period of two (2) years beyond the five (5) year Term stated in the AGREEMENT.

In no event shall performance of the work be completed later than January 23, 2021 without the prior written authorization of the City. If Consultant fails to complete the work in this time period, City may avail itself of any and all remedies provided for in the AGREEMENT.

By signing below, Kimley-Horn and Associates, Inc. (CONSULTANT) and The City of Lancaster (OWNER) are agreeing to this extension.

ACCEPTED:

---

Robert Blume, Vice President  
Kimley-Horn and Associates, Inc.

---

Date

AUTHORIZED:

---

Jason Caudle  
City Manager

---

Date

MCL:jr

## EXHIBIT "A"

### SCOPE OF SERVICES

The City shall authorize specific consulting services for capital projects by means of the attached "Authorization for Consultant Services." Each "Authorization for Consultant Services" shall specify all required activities, the time of completion, a not to exceed cost, a project identification name for purposes of invoicing, and the name of the Project Manager.

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

The work to be performed under this contract shall include:

**SEE ATTACHED**

# Kimley»Horn

December 7, 2018

Marissa Diaz, P.E.  
Capital Program Manager

Michael Livingston  
Senior Construction Manager

Development Services Department  
City of Lancaster  
44933 Fern Avenue  
Lancaster, CA 93534

RE: Measure R - SR-138 Capacity Enhancements Program  
Contract Term Extension

Dear Ms. Diaz,

Kimley-Horn and Associates, Inc. (Kimley-Horn) is currently under contract to provide Program/Project Management Services for Measure R "Highway Equity" Program for the City of Lancaster. The initial 5-year term of the contract is January 23, 2014 to January 22, 2019. The City has the option to extend the performance period for up to two (2) additional on (1) year periods. Option Year 1 (January 23, 2019 to January 22, 2020) and Option Year 2 (January 23, 2020 to January 22, 2021).

The City has requested a proposal from Kimley-Horn to extend the contract term for the two option years to continue with the Program/Project Management services. Kimley-Horn is pleased to present this proposal to extend the contract for the two options years.

The Scope of Services as defined in Exhibit "A" of the contract will remain the same.

The attached Exhibit "B1" is intended to supplement Exhibit "B" of the original contract and provides a summary of the resources anticipated to complete the two optional years of the contract.

The original contract amount is \$1,741,380.00. There have been two additional authorizations along with the contingency authorization on the contract, bringing the total contract to a not to exceed \$2,747,173.00. The total amount proposed to continue the contract scope of services for the two-year extensions is \$519,760.00. This will bring the total contract value to a not to exceed \$3,266,933.00.

Kimley-Horn is excited to be able to continue to provide professional services to the City of Lancaster to assist in delivering these important projects. Please let us know if you have any questions or need any additional information.

Sincerely,

**KIMLEY-HORN AND ASSOCIATES, INC.**



Robert D. Blume, P.E.  
Project Manager/Vice President



EXHIBIT "B"

ADDITIONAL AUTHORIZATION NO. 3  
PAYMENT CLAUSE

The City of Lancaster shall reimburse the CONSULTANT for actual costs, including labor costs and employee benefits incurred by the CONSULTANT in performance of the work for Additional Authorization No. 3, in an amount Not to Exceed \$519,760.00, for a total amount Not to Exceed \$3,266,933.00.

Actual costs shall not exceed the estimated wage rates and other costs as set forth in the CONSULTANT'S proposal. Source documentation supporting billed costs must be submitted with invoice. CONSULTANT shall provide a cost breakdown with hourly rates for each office and field function in the event that additional work is required beyond the not to exceed fee given. Any additional work will require a separate Authorization for Consultant Services signed by both parties.

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

---

Robert Blume, Vice President  
Kimley-Horn and Associates, Inc.

Original Contract Amount:	\$1,741,380.00
Contingency Authorized:	\$104,483.00
Additional Authorization No. 1 Amount:	\$746,450.00
Additional Authorization No. 2 Amount:	\$154,860.00
Current Additional Authorization No. 3 Amount:	\$519,760.00
Total Amount Not To Exceed:	\$3,266,933.00

Exhibit B1

General Program Management Task			FY18-19		FY19-20		Summary	
			Hours/Yr	Costs/Yr	Hours/Yr	Costs/Yr	Hours	Costs
KHA	1 day per week	416	\$ 92,560	416	\$ 92,560	832	\$ 185,120	
Summary / Year		416	\$ 92,560	416	\$ 92,560	832	\$ 185,120	

SR - 138 (SR-14) Avenue K Interchange			FY18-19		FY19-20		Summary	
			Hours	Costs	Hours	Costs	Hours	Costs
PS&E	KHA	564	\$ 125,490	0	\$ -	564	\$ 125,490	
Construction	KHA	0	\$ -	94	\$ 20,915	94	\$ 20,915	
Project Sub Total		564	\$ 125,490	94	\$ 20,915	658	\$ 146,405	

SR - 138 (SR-14) Avenue G Interchange			FY18-19		FY19-20		Summary	
			Hours	Costs	Hours	Costs	Hours	Costs
PA&ED	KHA	94	\$ 20,915	0	\$ -	94	\$ 20,915	
Project Sub Total		94	\$ 20,915	0	\$ -	94	\$ 20,915	

SR - 138 (SR-14) Avenue J Interchange			FY18-19		FY19-20		Summary	
			Hours	Costs	Hours	Costs	Hours	Costs
PS&E	KHA	188	\$ 41,830	0	\$ -	188	\$ 41,830	
Construction	KHA	0	\$ -	94	\$ 20,915	94	\$ 20,915	
Project Sub Total		188	\$ 41,830	94	\$ 20,915	282	\$ 62,745	

SR - 138 (SR-14) Avenue L Interchange			FY18-19		FY19-20		Summary	
			Hours	Costs	Hours	Costs	Hours	Costs
PA&ED	KHA	94	\$ 20,915	94	\$ 20,915	188	\$ 41,830	
Project Sub Total		94	\$ 20,915	94	\$ 20,915	188	\$ 41,830	

SR - 138 (SR-14) Avenue M Interchange			FY18-19		FY19-20		Summary	
			Hours	Costs	Hours	Costs	Hours	Costs
PS&E	KHA	94	\$ 20,915	94	\$ 20,915	188	\$ 41,830	
Construction	KHA	0	\$ -	94	\$ 20,915	94	\$ 20,915	
Project Sub Total		94	\$ 20,915	188	\$ 41,830	282	\$ 62,745	

General Program Management  
 Project PM summary  
 Total per FY

FY18-19		FY19-20		Summary	
Hours	Costs	Hours	Costs	Hours	Costs
416	\$ 92,560	416	\$ 92,560	832	\$ 185,120
1034	\$ 230,065	470	\$ 104,575	1504	\$ 334,640
1450	\$ 322,625	886	\$ 197,135	2336	\$ 519,760

## Rate Schedule

Effective October 2018 to October 2020

<u>Classification</u>	<u>Billing Rate per Hour</u>
Project Manager	\$285 - \$325
Analyst	\$120 - \$160
Professional I	\$160 - \$195
Professional II	\$195 - \$225
Sr. Professional I	\$225 - \$265
Sr. Professional II	\$265 - \$300
Sr. Professional III	\$300 - \$360
Project Support	\$125 - \$170
Administrative Support	\$95 to \$115

**Other Direct Costs:** Outside Printing/Reproduction, Delivery Services/USPS, Misc. Field Equipment/Supplies, and Travel Expenses will be billed at actual cost (if approved in advance).

**Subconsultant Mark-up:** 10%

ADDITIONAL AUTHORIZATION NO. 2  
FOR CONSULTANT SERVICES

TO: Enda Melvin, Senior Vice President  
Kimley-Horn and Associates, Inc.  
660 South Figueroa Street, Suite 1040  
Los Angeles, CA 90017

Under terms of our Professional Consultant Services Agreement dated January 23, 2014, you are authorized to proceed with the following consulting services:

Project: Program/Project Management Services for Measure R  
"Highway Equity" Program

Original Authorization: \$1,741,380.00, dated January 23, 2014

Contingency Authorized: \$104,483.00

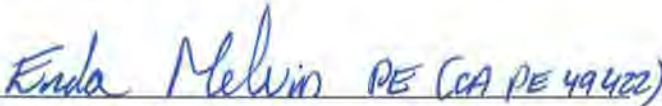
Previous Additional Authorization: \$746,450.00

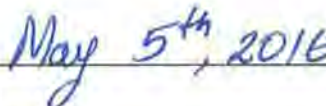
This Authorization: \$154,860.00

Total Not To Exceed: \$2,747,173.00


Project Manager: Marissa Diaz

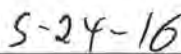
ACCEPTED:

  
Enda Melvin, Senior Vice President  
Kimley-Horn and Associates, Inc.

  
Date

AUTHORIZED:

  
Mark V. Bozigian  
City Manager

  
Date

  
MD:pjp

## EXHIBIT "A"

### SCOPE OF SERVICES

The City shall authorize specific consulting services for capital projects by means of the attached "Authorization for Consultant Services." Each "Authorization for Consultant Services" shall specify all required activities, the time of completion, a not to exceed cost, a project identification name for purposes of invoicing, and the name of the Project Manager.

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

The work to be performed under this contract shall include:

**SEE ATTACHED**

## **EXHIBIT A: SCOPE OF SERVICES**

### **PROJECT DESCRIPTION AND LOCATION**

At its September 19, 2012 meeting, Metro approved the SR-138 project list and funding allocations for Measure R SR-138 Capacity Enhancements that included "Highway Equity" funding of five interchange improvement projects in Lancaster. These projects include improvements to the SR-138 interchange and adjacent local streets at Avenue M, Avenue L, Avenue K, Avenue J and Avenue G.

Within this portion of the SR-138 corridor, the Consultant shall provide identified programmatic, corridor wide, studies and services detailed herein.

#### **Task 1: Traffic Forecasting**

1. Sensitivity Testing - Continue to provide sensitivity tests as individual projects proceed through the PA&ED phases, including the various scenarios for additional forecasts for Avenue K forecasts that reflect the Avenue J/J-8 improvements as outlined in Fehr and Peers attached proposal. This task may also include the need to update future year forecasts to reflect nearby improvements influencing travel patterns at a particular interchange.
2. Ave K Operations - Fehr and Peers will conduct a study along the Avenue K corridor. The study will include the facilities analyzed in the Avenue K TEPA document prepared for the PSR that was approved in 2015. The purpose of the corridor study will be to identify the preferred improvements along Avenue K that are needed to accommodate future travel demand. The details of the scope of the study is included in the attached scope of work summary by Fehr and Peers.

#### **Task 2: Hydrology**

1. Existing Conditions - Expand the existing model to fill gaps in data from the City of Lancaster, City of Palmdale, and County of Los Angeles as detailed in the attached scope of work from Stantec.
2. Build-out
  - a. Original scope approved as an Option in Additional Authorization 1; with this Additional Authorization 2, we are exercising the Option and formally adding to the contract.
  - b. Expand the build-out model to fill gaps in data from the City of Lancaster, City of Palmdale, and County of Los Angeles as detailed in the attached scope of work from Stantec.

**DELIVERABLES**

The Consultant shall provide to the City deliverables in hardcopy and electronic format as detailed in the attached proposals and in the Capital Engineering Division's Standards for CAD Deliverables.

**ADDITIONAL AUTHORIZATION NO. 2**

TASK 1  
TRAFFIC FORECASTING PROPOSAL



# Kimley»Horn

April 5, 2016

Ms. Marissa Diaz, P.E.  
Capitol Program Manager  
Public Works Capitol Engineering Group  
City of Lancaster  
Lancaster, CA 93534

**RE: Additional Traffic Forecasting, Sensitivity Testing and Operational Tasks - Measure R Program Interchanges**

Dear Marissa,

As we have discussed over the past few months, we would like to obtain additional support from Fehr and Peers to continue to assist with updates to the traffic forecasting, perform sensitivity testing, and complete an operational analysis along the Avenue K corridor to identify the preferred improvements along Avenue K that are needed to accommodate future travel demand.

When the traffic corridor study was authorized, we also provided optional tasks for potential inclusion. Now we have a better handle on our needs and would like to authorize the following additional tasks to be performed by Fehr and Peers to continue to support the program by completing sensitivity testing of various improvements to help assess priorities, needs, and phasing of future roadway improvements for the City.

The following are the proposed tasks to allow additional support by Fehr and Peers.

Sensitivity Testing Task: Continue to provide sensitivity tests as individual projects proceed through the PA&ED phases, including the various scenarios for additional forecasts for Avenue K forecasts that reflect the Avenue J/J-8 improvements as outlined in Fehr and Peers attached proposal. This task may also include the need to update future year forecasts to reflect nearby improvements influencing travel patterns at a particular interchange.

Avenue K Operations Task: Fehr and Peers will conduct a study along the Avenue K corridor. The study will include the facilities analyzed in the Avenue K TEPA document prepared for the PSR that was approved in 2015. The purpose of the corridor study will be to identify the preferred improvements along Avenue K that are needed to accommodate future travel demand. The details of the scope of the study is included in the attached scope of work summary by Fehr and Peers.

The proposed scope and fee for the various tasks is summarized below. More detail is provided in the attached email from Fehr and Peers.

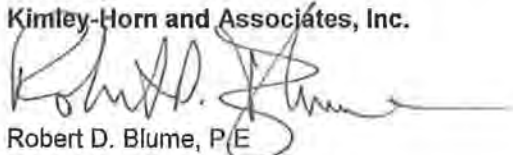
- |                            |          |
|----------------------------|----------|
| • Sensitivity Testing Task | \$22,550 |
| • Avenue K Operations Task | \$13,750 |

With these two tasks, we are requesting a total additional authorization of \$36,300. This will allow Fehr and Peers to continue to support the program and help assess the various scenarios and assist with evaluation of the various improvements on a corridor level.

Please let me know if you have any questions or if you need additional clarification.

Sincerely,

**Kimley-Horn and Associates, Inc.**



Robert D. Blume, P.E.  
Consultant Program Manager

**Blume, Robert**

---

**Subject:** FW: Lancaster Additional Tasks & Budget

**From:** Sarah Brandenberg [mailto:S.Brandenberg@fehrandpeers.com]

**Sent:** Tuesday, April 05, 2016 9:28 AM

**To:** Blume, Robert

**Subject:** Lancaster Tasks & Budget

Hi Bob,

Here is what we are currently working on for Lancaster:

- **K-8 Sensitivity Testing (Can you please confirm that I'm describing this accurately?):**
  - o Run TDF model with a **partial interchange at K-8 (off-ramps only)** and assume the following at J/J-8:
    - Full interchange at Avenue J; Close both ramps at J-8
    - Full interchange at Avenue J; Close SB on-ramp at J-8
    - Full interchange at Avenue J; Leave both ramps open at J-8
- **Additional J/J-8 Sensitivity Testing**
  - o Additional growth in hospital district (double current development levels) with following network assumptions:
    - Full interchange at Avenue J; Close both ramps at J-8
    - Full interchange at Avenue J; Leave both ramps open at J-8
    - No changes at K/K-8
- **Avenue K Forecasts for PA/ED**
  - o Norm is requesting the updated forecasts for Avenue K and I'd like to send these to him this week
  - o How about the following assumptions for the Avenue K forecasts?
    - Full interchange at Avenue J
    - No changes at J-8 (leave ramps as is)
    - No changes at K-8 (no access as is)
  - o If we need to go back and update the Avenue K forecasts based on the additional sensitivity testing we can provide new forecasts at a later date
  - o Norm is also asking about Caltrans review/approval of the forecasts; I'll call him to get a better idea of their overall schedule for PA/ED and perhaps we can discuss the forecast review/approval process for the other interchanges
- **Avenue L Forecasts for PA/ED**
  - o Provide Avenue L 2040 forecasts for PA/ED; assume CIP network improvements (initial testing of J/J-8 options showed negligible change at Ave L)
- **Avenue K Operations**
  - o The prior scope for Avenue K testing is included below; perhaps we can discuss how much of this, if any, is still needed prior to the PA/ED

Below is a summary of work authorized to date and the additional tasks that we have discussed.

So far, we have been officially authorized for the following tasks:

<b>Task 1:</b>	
Lancaster Model Refinements	\$12,000
<i>This task included updating and recalibrating/validating the base year model.</i>	
<b>Task 2:</b>	
▪ 2A. Future Traffic Forecasts	\$40,000
<i>This task included the 2035 model refinements and the development of the preliminary forecasts for the interchange TEPA documents.</i>	
<b>Task 4:</b>	
Documentation: Model Development & Forecasting Report	\$8,000
<i>This report summarizes the base year and 2035 model refinements and was submitted in November.</i>	
<b>Total Budget</b>	<b>\$60,000</b>
<b>Total Billed to Date</b>	<b>\$60,000</b>

Two additional tasks along with the cost estimates are outlined below.

**Sensitivity Testing Task:**

Work Conducted to Date: We have conducted sensitivity tests for various roadway network improvements in the City of Lancaster, including Avenues J, J-8, K and K-8. We have produced daily and peak hour forecasts to summarize the changes in future travel demands under multiple improvement scenarios.

<b>Total Budget Estimate</b>	<b>\$10,500</b>
<b>Total Billed to Date</b>	<b>\$3,465</b>
<i>Work completed in first quarter of 2016 for Ave J but not yet billed</i>	<b>\$3,500</b>

Future Work: We are anticipating additional sensitivity testing as individual projects proceed through their PA/ED phases (this would include the additional Avenue K forecasts that reflect the J/J-8 improvements as outlined above). This task may also include the need to update future year forecasts to reflect nearby improvements influencing travel patterns at a particular interchange.

<b>Total Budget Estimate</b>	<b>\$10,000</b>
<b>Total Billed to Date</b>	<b>\$0</b>

**Avenue K Operations Task:**

We will conduct a study along the Avenue K corridor. The study will include the facilities analyzed in the Avenue K TEPA document prepared for the PSR that was approved in 2015. The purpose of the corridor study will be to identify the preferred improvements along Avenue K that are needed to accommodate future travel demand. The corridor study will contain:

- Updated Year 2040 design forecasts based on the latest version of the City of Lancaster model

- Updated Year 2040 traffic operations (delay and LOS) at each of the study intersections.
- Updated Year 2040 traffic operations at each of the study ramp/mainline facilities

We will analyze each of the improvements contained in the Avenue K PSR and assess their long-term effectiveness. For each improvement, we will provide a recommendation regarding:

- 1) The need for the project based on operational benefits
- 2) The lack of need/operational benefits
- 3) Potentially delaying construction until travel demand grows (i.e., project may be needed beyond 2040)
- 4) Other opportunities to improve operations based on improvements being considered in the study area (e.g., widening Avenue K-8 or providing full access at the Avenue J interchange)

We will submit a technical memorandum to present our findings.

<b>Total</b>	\$33,000 (if all tasks are approved)
--------------	--------------------------------------

Please let me know if you would like to discuss further. My schedule is pretty open tomorrow if you'd like me to stop by your office.

Thank you!  
Sarah

**Sarah Brandenburg**  
Principal  
(213) 261-3075 *direct line*



600 Wilshire Blvd, Suite 1050  
Los Angeles, CA 90017  
(213) 261-3050

**ADDITIONAL AUTHORIZATION NO. 2**

TASK 2  
HYDROLOGY PROPOSAL

# Kimley»Horn

April 5, 2016

Ms. Marissa Diaz, P.E.  
Capitol Program Manager  
Public Works Capitol Engineering Group  
City of Lancaster  
Lancaster, CA 93534

**RE: Drainage Master Study - Measure R Program Interchanges – Amendment Request #1**

Dear Marissa,

As we have discussed over the past few months, a contract revision is required to complete the existing conditions drainage study and the optional build-out drainage study from what was previously proposed and approved. Stantec intended on utilizing available data from the City and the County. Unfortunately the data had gaps and a full hydrologic model is needed to complete the analysis. With the additional effort required to complete the model, the City will have a Master Drainage Study based on a reliable model that will provide existing flows for the interchange teams to use.

With the completion of the existing conditions model, we also want to authorize Stantec to complete the optional build-out analysis utilizing the new hydrologic model and make refinements based on approved land use. The original assumption of being able to utilize the existing model will not yield reliable results and an additional amount is required to complete the build-out analysis using the new hydrologic model developed for existing conditions. The following is a summary of additional costs supported by the attached scope of work By Stantec.

- Create new Hydrologic Master Drainage Model for existing conditions; additional \$62, 924.
- Create Build-out Conditions Model for an additional \$13,356.

This brings the total additional scope adjustment for creating the original and build-out models to \$76,280.

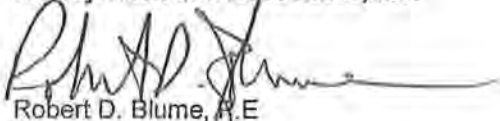
In addition to these two scope adjustments, we request authorization to complete the original optional build-out task totaling \$42,460, which allows Stantec to develop the build-out model based on land use assumptions.

The total with the additional scope items and authorization of the optional scope is \$118,560.

Please let me know if you have any questions or need any additional information.

Sincerely,

**Kimley-Horn and Associates, Inc.**



Robert D. Blume, P.E.  
Consultant Program Manager



Stantec Consulting Services Inc.  
111 East Victoria Street, Santa Barbara CA 93101-2018

January 22, 2016  
File: 2064020956

**Attention: Robert Blume**  
Kimley-Horn and Associates  
600 South Figueroa Street, Suite 1040  
Los Angeles, CA 90017

Dear Bob,

**Reference: RFQ #574-14 Measure R Program Master Drainage Study – Additional Services Request**

#### Existing Condition Drainage Analysis

In the course of performing the drainage analysis for this project, several things have come to light concerning the quantity and quality of the existing available information resulting in significant changes to our scope. The original scope of work for this project included gathering and validating existing drainage information from Caltrans, County of Los Angeles, and cities of Palmdale and Lancaster. Our scope specifically excluded development of a new hydrologic model for the project area. Due to lack of information available, a new drainage model incorporating the City of Lancaster, west of Sierra Highway, and portions of Los Angeles County to the west and City of Palmdale to the south is required. The tributary area to be modeled covers nearly 100 square miles. Specific information missing that requires this additional work include:

- Prior City model network used for 2005 Master Plan Update.
- City of Palmdale and County of Los Angeles drainage model information.

There are a couple minor additional items that contribute to this additional services request, including:

- As-built drawings were not provided in a timely manner resulting in more extensive field research than originally anticipated.
- 100-year event storm flows were not part of our original scope, but were requested and included at a nominal cost.

#### Buildout Condition Drainage Analysis

The buildout analysis will need to review each master-planned drainage facility to determine its impact on the existing points of concentration and diversion of runoff flows. As with the Phase 1 work, the area under consideration has grown significantly beyond what was originally considered, and therefore so also has the level of effort.





January 22, 2016  
Mr. Robert Blume  
Page 2 of 2

**Reference: RFQ #574-14 Measure R Program Master Drainage Study – Additional Services Request**

### **PROPOSED ADDITIONAL FEE**

The fees required for these additional services, including reimbursable expenses, are as follows:

Existing Conditions - \$57,203  
Buildout Conditions - \$12,142

**Total - \$69,345**

This would bring our total contract amount to **\$164,545**.

Our charges will not exceed the above fee estimate without your prior authorization.

We have estimated the cost of our services based on our understanding at this time of the scope and complexity of the work. However, please note that during the performance of our services, the need for additional or expanded services may be determined. We will keep you informed of our progress and shall require your authorization to for service that exceed the scope and/or fee estimate limits.

### **AUTHORIZATION**

Should you require additional information or wish to discuss this proposal further, please contact me. If the proposal is satisfactory, please sign attached change order where indicated to authorize the additional scope and fee.

Regards,

### **PENFIELD & SMITH NOW STANTEC**

Derek Rapp, T.E.  
TR 2026  
Senior Project Manager

David W. Rundle, P.E.  
RCE 48540  
Principal Engineer

EXHIBIT "B"

ADDITIONAL AUTHORIZATION NO. 2  
PAYMENT CLAUSE

The City of Lancaster shall reimburse the CONSULTANT for actual costs, including labor costs and employee benefits incurred by the CONSULTANT in performance of the work for Additional Authorization No. 2, in an amount Not to Exceed \$154,860.00, for a total amount Not to Exceed \$2,747,173.00.

Actual costs shall not exceed the estimated wage rates and other costs as set forth in the CONSULTANT'S proposal. Source documentation supporting billed costs must be submitted with invoice. CONSULTANT shall provide a cost breakdown with hourly rates for each office and field function in the event that additional work is required beyond the not to exceed fee given. Any additional work will require a separate Authorization for Consultant Services signed by both parties.

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

  
Enda Melvin, Senior Vice President  
Kimley-Horn and Associates, Inc.

Original Contract Amount:	\$1,741,380.00
Contingency Authorized:	\$104,483.00
Additional Authorization No. 1 Amount:	\$746,450.00
Current Additional Authorization No. 2 Amount:	\$154,860.00
Total Amount Not To Exceed:	\$2,747,173.00

**ADDITIONAL AUTHORIZATION NO. 2**

**TASK 1**

**TRAFFIC FORECASTING PROPOSAL**

Fehr & Peers		
Sensitivity Testing	\$	20,500.00
Ave K Operations	\$	12,500.00
	<b>Subtotal</b>	<b>\$ 33,000.00</b>
Kimley-Horn Markup	\$	3,300.00
	<b>TOTAL</b>	<b>\$ 36,300.00</b>

**PROJECT COST ESTIMATE**

(WITH PREVAILING WAGES)

BASE ESTIMATE - EXISTING

PENFIELD & SMITH  
 42225 10th Street West, Suite 119  
 Lancaster, CA 93534  
 (861) 949-6676

Project No.: 20956.05  
 Description: Measure R SR-138 Master Drainage Study  
 Client: Kimley-Horn & Associates  
 Date: January, 22 2016  
 File Name: 20956\_05FeeEstV2.xlsx

Prepared by: TOR  
 Office: 4  
 Billing Type: T&M  
 Prevailing Wages (y/n): Y

TASK	Hours											TOTAL HOURS	LABOR COST
	Engineer Principal	Engineer Senior I	Engineer Assist II	Tech Support									
Project Administration													
Quality Control	16											16	3168
Kick-off Meeting	4	4	4									12	1998
Monthly Status Meeting													
Research Project Records				6								6	450
Review Available Drawings	4	8										12	2136
Project Status Memo Preparation	4											4	792
Project Research													
Request reports documents		2										2	336
Request record drawings		2										2	336
Request atlas data		2										2	336
Perform detailed review	8	40										48	8304
Request LAR-IAC data		2										2	336
Obtain soil information		2										2	336
Request and review Tract Plans		8										8	1344
Request landuse map		2										2	336
Field Investigation	16		8									24	4232
Existing Hydrology													
Watershed Delineation		8	80									88	11984
Estimate percent imp. per WS		16	40									56	8008
Soil Type Determination per WS		18	32									48	6944
Develop TC calculations		16	80									96	13328
Coordinate upstream values from Palmdale		16	40									56	8008
Develop hydrographs		16	40									56	8008
Technical Report													
Compile input and output runs		24	40									64	9352
Prepare drainage map exhibits	4	4	100									108	14764
Prepare Draft and Final Report	4	16	40									60	8800
<b>TOTALS</b>	<b>60</b>	<b>204</b>	<b>504</b>	<b>6</b>								<b>774</b>	<b>118634</b>

Classification	\$/hr	Classification	\$/hr	Expenses	Cost	Billing Factor	Reimbursables	Consultant
12	198.00	Principal Engineer		Soils Report	*	1.15		0
10	168.00	Senior Engineer I		Geologic Report	*	1.15		0
8	133.00	Assistant Engineer II		Title Report	*	1.15		0
43	75.00	Technical Support		Construction Staking	*	1.15		0
				Blueprints	146.68	1.15	168.682	
				Travel		1.15	0	
				Mail	*	1.15	0	
				Telephone	*	1.15	0	
				Photocopies	*	1.15	0	
				Photographs	*	1.15	0	
<b>Average Rate:</b>	<b>146.814</b>						<b>\$168</b>	<b>\$0</b>
							<b>Grand Total =</b>	<b>\$113,803</b>

**PROJECT COST ESTIMATE (WITH PREVAILING WAGES) OPTIONAL SCOPE - BUILD OUT**

PENFIELD & SMITH  
 42225 10th Street West, Suite 119  
 Lancaster, CA 93534  
 (661) 949-6676

Project No.: 20956.05  
 Description: Measure R SR-138 Master Drainage Study  
 Client: Kimley-Horn & Associates  
 Date: January 22, 2016  
 File Name: 20956\_05FeeEstIV2.xlsx

Prepared by: TOR  
 Office: 4  
 Billing Type: T&M

Prevailing Wages (y/n): Y

TASK	Hours											TOTAL HOURS	LABOR COST
	Engineer Principal	Engineer Senior I	Engineer Assist II	Tech Support									
Project Administration													
Quality Control	8											8	1584
Research Project Records			4									4	532
Project Status Memo Preparation	2											2	396
Project Research													
Request reports documents		1										1	168
Request and review Future Landuse		8										8	1344
Build-Out Hydrology													
Watershed Delineation		8	24									32	4536
Estimate percent imp. per WS		8	24									32	4536
Soil Type Determination per WS		8	24									32	4536
Develop TC calculations		16	32									48	6944
Coordinate upstream values from Palmdale		8	6									14	2142
Develop hydrographs		40	60									100	14700
Technical Report													
Compile input and output runs			2	8								10	1400
Prepare drainage map exhibits	4			24								28	3984
Prepare Draft and Final Report	4	16										20	3480
TOTALS	18	115	206									339	50282

Classification	\$/hr	Classification	\$/hr	Expenses	Cost	Billing Factor	Reimbursables	Consultant
12	Principal Engineer	198.00		Soils Report	*	1.15		0
10	Senior Engineer I	198.00		Geologic Report	*	1.15		0
8	Assistant Engineer II	133.00		Title Report	*	1.15		0
43	Technical Support	75.00		Construction Staking	*	1.15		0
				Blueprints		150	1.15	172.5
				Travel	*		1.15	0
				Mail	*		1.15	0
				Telephone	*		1.15	0
				Photocopies		250	1.15	287.5
				Photographs	*		1.15	0
Average Rate:	148.324						\$460	\$0
							<b>Grand Total =</b>	<b>\$50,742</b>

ADDITIONAL AUTHORIZATION NO. 1  
FOR CONSULTANT SERVICES

TO: Enda Melvin, Senior Vice President  
Kimley-Horn and Associates, Inc.  
660 South Figueroa Street, Suite 1040  
Los Angeles, CA 90017

Under terms of our Professional Consultant Services Agreement dated January 23, 2014, you are authorized to proceed with the following consulting services:

Project: Program/Project Management Services for Measure R  
"Highway Equity" Program

Original Authorization: \$1,741,380.00, dated January 23, 2014


Contingency Authorized: \$104,483.00

This Authorization: \$746,450.00

Total Not To Exceed: \$2,592,313.00

Project Manager: Marissa Diaz


ACCEPTED:

 Jun 5 2015 3:08 PM  
E-Melvin

\_\_\_\_\_  
Enda Melvin, Senior Vice President  
Kimley-Horn and Associates, Inc.

\_\_\_\_\_  
Date

AUTHORIZED:

 \_\_\_\_\_  
Mark V. Bozigian  
City Manager

 \_\_\_\_\_  
Date

MD:tl



EXHIBIT "A"

SCOPE OF SERVICES

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

The work to be performed under this Additional Authorization No. 1 shall include:

**SEE ATTACHED**

## **EXHIBIT A: SCOPE OF SERVICES**

### **PROJECT DESCRIPTION AND LOCATION**

At its September 19, 2012 meeting, Metro approved the SR-138 project list and funding allocations for Measure R SR-138 Capacity Enhancements that included "Highway Equity" funding of five interchange improvement projects in Lancaster. These projects include improvements to the SR-138 interchange and adjacent local streets at Avenue M, Avenue L, Avenue K, Avenue J and Avenue G.

Within this portion of the SR-138 corridor, the Consultant shall provide identified programmatic, corridor wide, studies and services detailed herein.

In addition, Consultant shall provide Caltrans Planning Phase services for the Avenue J Interchange and Avenue L Interchange projects.

#### **Task 1: Programmatic Studies and Services**

The Consultant shall provide the following programmatic, corridor wide, studies and services as detailed in their attached proposals:

1. Traffic Forecasting

Scope does NOT include Optional Proposal Tasks 2B, 2C and 3.

2. Hydrology (EXISTING CONDITIONS)

Scope does NOT include Proposal OPTIONAL SCOPE OF WORK (BUILD-OUT) TASKS 1, 2, 3 and 4.

3. Environmental Setting/Existing Conditions

- a. Community and Neighborhoods
- b. Biology
- c. Cultural Resources

4. Corridor Aesthetics

5. Public Outreach

#### **Task 2: Planning Phase Services**

The Consultant shall provide the following Caltrans Planning Phase services as detailed in their attached proposals:

- 1. Avenue J Interchange
- 2. Avenue L Interchange



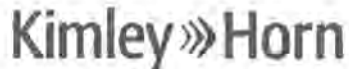
**DELIVERABLES**

The Consultant shall provide to the City deliverables in hardcopy and electronic format as detailed in the attached proposals and in the Capital Engineering Division's Standards for CAD Deliverables.

**ADDITIONAL AUTHORIZATION NO. 1**

TASK 1, ITEM 1

TRAFFIC FORECASTING PROPOSAL



June 25, 2014

Ms. Marissa Diaz, P.E.  
Senior Civil Engineer  
Public Works Capitol Engineering Group  
City of Lancaster  
Lancaster, CA

**RE: Traffic Forecast Volumes Methodology - Measure R Program Interchanges**

Dear Marissa,

As we have discussed over the past few months, we propose to use the Traffic Forecast Model developed for the NW138 project (being completed by LA Metro) for the City of Lancaster (City) Measure R Program Interchange Projects. This model was created to develop a more comprehensive and integrated traffic demand forecast model for this northern most portion of the County. This required an integrated modeling approach with the latest version of the SCAG regional model (SCAG 2012 V6.1) as the foundation for the modeling process along with portion of the Kern Council of Governments (Kern COG) model.

After meeting and discussing the use of this model with the City, we plan to move forward with this approach to develop the forecast volumes for study purposes for the City's SR-138 interchange projects. We plan to provide the forecast volumes to the consultant teams for their use in their studies of the individual interchanges. This program wide approach will provide efficiencies and a consistent approach to the forecast volumes in the corridor. We will work with Caltrans to gain approval of these forecast volumes at the onset of the program in order to reduce the repetition of completing these forecast volumes for each individual project, thus reducing the required submittals, reviews and approvals by Caltrans.

As we developed this specific approach to tailor the model for the purpose of providing forecast volumes for the City's interchange projects, it became apparent that a broader look at the local roadway network is also needed to plan and provide guidance for future improvements on the adjacent roadway network as well as at the interchanges. The City expressed interested in establishing this modeling approach for use in analyzing various improvement scenarios moving forward.

In an effort to define the process and the tasks necessary to complete this effort, we have worked closely with Fehr and Peers (who helped to develop the integrated model for use for the NW138 project) to further refine and develop a tool that can be used for this broader purpose of studying a significant portion of the City roadway network.

As with most tools, we need to establish the basics on what the tool will be used for and what investment is deemed appropriate for this effort. In an attempt to provide a comprehensive approach for the broader study area and provide options and create a tool for use in the future, we have asked

Fehr and Peers to help us develop our approach for refining the model for the City of Lancaster Measure R Program goals.

In anticipation of needing traffic count data (existing AM and PM peak hour intersection turning movements), and with City concurrence, we were able to obtain comprehensive study area wide count data prior to school being released for the summer 2014. This traffic data will be critical to being able to calibrate the existing conditions model prior to generating the forecast volumes.

A summary of the Count data collected includes:

- 1) Original counts completed on May 15, 2014 at City interchange ramp termini at Ave G, H, I, J, J-8, K, L, and M. These AM/PM peak hour turning count movements were completed for a total of \$3,960.
- 2) Additional counts completed on June 3<sup>rd</sup> and 4<sup>th</sup> at 36 additional intersections as coordinated and agreed to by the City for an additional \$8,910.

With the count data collected we are ready to move forward with the modeling effort once the City provides direction on the level of development wanted and needed.

The attached proposal letter provided by Fehr and Peers describes a range of options that can be considered depending on how far the City wants to develop this tool for future use. There are significant advantages to the City and the Measure R Program in developing this tool for the purposes stated.

Tasks 1, 2A and 4 are recommended to provide the future forecasts volumes for use in the near term interchange improvement projects as they move forward

- Task 1 - Lancaster Model Refinements \$13,200
- Task 2A - Future Traffic Forecasts \$44,000
- Task 4 - Model and Forecast Report \$8,800

Tasks 2B, 2C and 3 are optional tasks that will provide a more comprehensive planning tool and evaluation of priorities, needs and phasing of future roadway improvements for the City.

- Task 2B - Traffic Operations Analysis for Transportation Needs Assessment, has options presented for evaluating future roadway segment and intersection improvements. This option is presented to provide a broader tool for evaluating future improvement performance. The Costs range from \$37,400 to \$55,000.
- Task 2C - Project Priorities & Phasing for Transportation Needs Assessment has similar options for evaluating both roadway and intersection improvement sensitivity testing to determine the ultimate need for future transportation improvements and assist in the phasing of interchange and roadway capacity improvements. The costs range from \$44,000 to \$57,200.
- Task 3 - Interchange Forecasts, allows the forecasts volumes to be updated at the interchanges based upon the future roadway network as determined in tasks 2B and 2C.

NOT INCLUDED IN ADDITIONAL AUTHORIZATION NO. 1

The cost would include updates to the 5 interchanges in the Measure R program for a total of \$11,000.

A cost summary is provided below:

**Traffic Counts completed to date:**

- Interchange ramp termini on May 15, 2014 \$3,960
- Additional 36 intersection locations June 2 and 3, 2014 \$8,910
- \$12,870**

**Tasks 1 and 2A; future traffic demand modeling**

- Task 1 - Lancaster Model Refinements \$13,200
- Task 2A - Future Traffic Forecasts \$44,000
- Task 4 – Modeling and Forecast Report \$8,800
- \$66,000**

**Optional Tasks 2B, 2C & 3; traffic operations analysis, sensitivity analysis, priorities, phasing and updated forecasts**

- Task 2B – Traffic Operations Analysis up to \$55,000
- Task 2C – Sensitivity Analysis, Priorities & Phasing up to \$57,200
- Task 3 – Interchange Updated Forecasts up to \$11,000
- Up to \$123,200**

I know that the City will need to review the optional tasks in more detail and I suggest that we move forward with Tasks 1, 2A and 4 and then consider the remaining optional tasks as the City has time to evaluate the data and potential improvements.

Please let me know if you have any questions or if you need additional clarification.

Sincerely,  
**Kimley-Horn and Associates, Inc.**



Robert D. Blume, P.E.

Consultant Program Manager

NOT INCLUDED IN ADDITIONAL AUTHORIZATION NO. 1

# FEHR & PEERS

June 2, 2014

Mr. Robert Blume  
Kimley-Horn and Associates, Inc.  
660 South Figueroa Street, Suite 1040  
Los Angeles, CA 90017

**Reference:** *State Route 14 Interchange Forecasts & Future Transportation Needs Assessment*

Dear Bob:

We are pleased to submit this proposal to provide future travel demand forecasts for the current and upcoming interchange projects along State Route 14 (SR-14) in the City of Lancaster. This proposal also includes the development of future traffic forecasts for nearby intersections on City arterials as well as an operational assessment to identify future transportation needs. Attached please find the overall approach to the development of the future forecasts and future transportation needs assessment scope of work and cost estimate.

The cost estimate has been provided for each task as well as for two options for the future transportation needs assessment. Below is a summary of the cost estimate:

<b>Task 1:</b>	
Lancaster Model Refinements	\$12,000
<b>Task 2:</b>	
▪ 2A. Future Traffic Forecasts	\$40,000
▪ 2B. Future Needs Assessment	\$34,000 - Option 1; \$50,000 – Option 2
▪ 2C. Transportation Network Testing (Forecasts & Operations for 5 Scenarios)	\$40,000 – Option 1; \$52,000 – Option 2
<b>Task 3:</b>	
Interchange Forecasts	\$2,500 per location (\$10,000 total for 5 I/C's)
<b>Task 4:</b>	
Documentation: Model Development & Forecasting Report	\$8,000
<b>Total</b>	\$144,000 – Option 1 \$172,000 – Option 2

We appreciate the opportunity to assist you on this project. Please call me if you have any questions.

Sincerely,

FEHR & PEERS

  
Sarah Brandenburg  
Principal

# FEHR & PEERS

## Travel Demand Forecasting Approach

**Introduction:** We are proposing to apply a systematic approach to develop traffic forecasts for the planned interchange improvements along the SR-14 corridor and major City arterials using the latest travel model developed for the area. Applying a uniformed approach to generating traffic forecasts will ensure consistency between the future forecast projections and allow the City to test the priority and phasing of improvements.

**Forecasting Approach:** We will utilize the travel demand forecasting (TDF) model that was recently completed for the SR-138 corridor study to develop future forecasts.

**Sub-Area Model:** The sub-area model is built upon the latest version of the Southern California Association of Governments (SCAG) 2012 RTP/SCS regional model. The model includes the northern portion of LA County, including the Cities of Lancaster, Palmdale and Santa Clarita. The sub-area model also includes the southern portion of Kern County as contained in the latest version of the KernCOG model. The extents of the model are shown below.



**Sub-Area Model Boundaries**



## Scope of Work

### Task 1 - Lancaster Model Refinements

We will meet with City of Lancaster staff to share the land use growth and roadway network assumptions contained in the sub-area model. As part of the sub-area model development, we received land use growth for Lancaster from the City. We will review these growth assumptions by TAZ with a detailed focus around the interchange locations and 8 east-west arterials providing access to the SR-14 mainline, including the intersections shown in the figure below.

Additional land use refinements will be completed, as needed, to ensure the model reflects the future growth forecasts in the City. In addition, we will review the transportation network assumptions under both the base year and future year versions of the model and confirm with City staff that the model reflects the existing and future planned roadway networks.

Recent traffic counts collected by the City will be used to compare the base year model forecasts to actual counts.

**Deliverable:** One meeting with City Staff; Land Use by TAZ and Roadway Network plots for the base year and future year sub-area models documented in a Technical Memorandum for review by City staff.

**Cost Estimate:** \$12,000

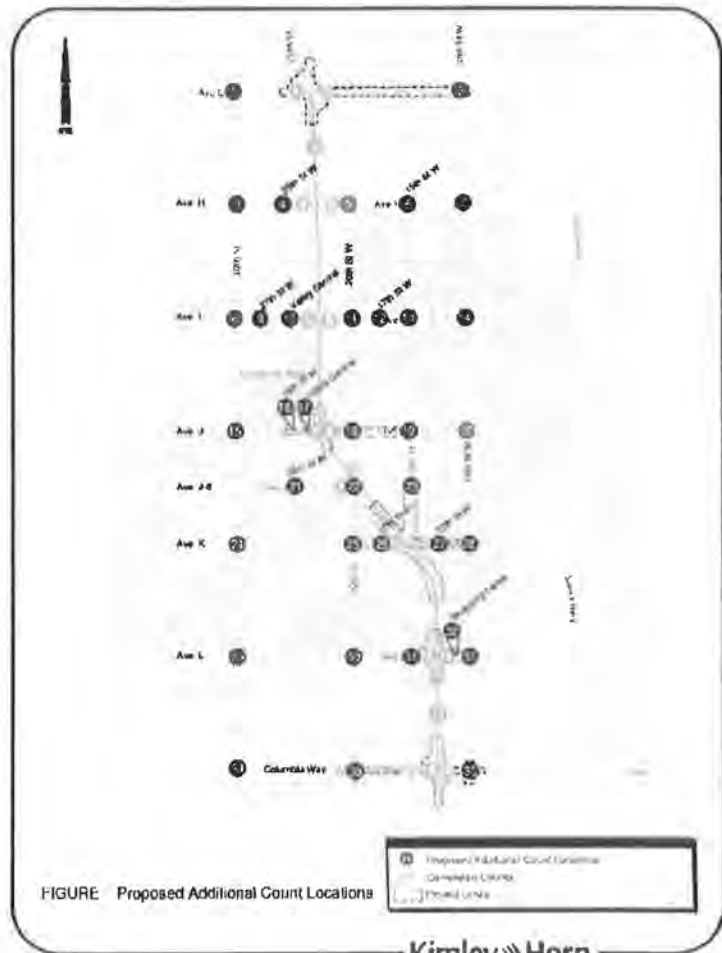


FIGURE: Proposed Additional Count Locations

Kimley»Horn

**Study Locations for Proposed Scope of Work**





## **Task 2 - Transportation Needs Assessment**

This task will provide traffic forecasts for use in conducting a transportation needs assessment for the City of Lancaster along the SR-14 corridor and adjacent arterials. This task is seen as the first step in developing future forecasts to be applied in the upcoming SR-14 interchange studies. The goal of this task is to provide the City with an overall assessment of future transportation needs in the study area.

### **Task 2A - Traffic Forecasts for Transportation Needs Assessment**

The sub-area model will be used to produce future traffic forecasts for the study locations shown in the figure above:

- 16** ramp terminal intersections (including on/off-ramp volumes)
- 36** arterial intersections
- SR-14** mainline segments within the City limits

The sub-area model reflects a future forecast year of 2035. Forecasts beyond 2035 (e.g., 2040), or for interim years (e.g., 2020), can be developed by applying a linear growth factor between the existing and future model forecasts. For this initial transportation needs assessment, we recommend developing and applying the 2035 traffic forecasts from the sub-area model. Existing traffic counts based on the recent data collection effort will be used to develop turning movement volumes at each of the study locations based on the growth in volumes between the base and future year models (commonly referred to as the "difference method" in travel demand forecasting).

Future traffic forecasts will be developed for the following periods:

- AM** peak hour turning movements at study intersections
- PM** peak hour turning movements at study intersections
- Peak Hour & Daily** mainline segments for SR-14 within the City limits
- Daily** roadway volumes for the 8 east-west arterials providing access to the SR-14

**Deliverable:** Technical Memorandum presenting future year forecasts for the 52 study intersections during the AM and PM peak hours, SR-14 mainline forecasts, and daily roadway segment forecasts for review by City staff.

**Cost Estimate:** \$40,000

### **Task 2B - Traffic Operations Analysis for Transportation Needs Assessment**

The purpose of this sub-task is to apply the future traffic forecasts to an operational analysis tool to determine the need and priority of future transportation improvements at the study intersections and along the study corridors. We have developed two potential approaches for this task to provide the City with a range of options depending on the level of detail desired.

NOT INCLUDED IN ADDITIONAL AUTHORIZATION NO. 1



**Option 1: Roadway Segment Evaluation**

We will use the traffic forecasts developed in Task 2A to conduct a roadway segment evaluation. The roadway segments would consist of the 8 east-west arterials providing access to the SR-14 mainline (along the portions of the arterials included within the study area intersections shown in the figure above) and along the SR-14 mainline within the City limits. The analysis would be conducted as follows:

**AM and PM** peak hour roadway traffic forecasts would be compared to the roadway segment capacity and freeway mainline capacity.

A **volume-to-capacity (V/C)** ratio would be calculated to estimate the future traffic operations along the corridor based on the number of travel lanes.

The V/C results would be used to determine the **future roadway sizing** needs; for example, do the future volumes result in the need for a 2-lane, 4-lane, or 6-lane roadway; or additional freeway capacity?

The three steps above would also be applied to the existing traffic volumes and current roadway capacity for use in the **comparison of existing conditions to projected future operations**.

This option would provide the City with a high-level needs assessment of roadway and freeway mainline sizing based on corridor volumes. It would not provide detail at the intersection level. In addition, the need to widen a roadway is often a result of key bottlenecks along a corridor. These bottlenecks tend to occur at major intersection locations. Therefore, although the arterial volumes along may not warrant the need to widen a roadway, intersection capacity constraints may indicate that roadway widening is needed as congestion levels increase.

**Option 2: Intersection Evaluation**

This option is provided to address the limitations described under Option 1 above. Under Option 2, we would conduct a detailed traffic operations analysis using the Synchro software program (a sample Synchro network is shown in the adjacent figure). The program would be linked to the forecasts prepared with the travel demand model and used to test future operations, as well as operational improvements. The analysis would be conducted as follows:

**AM and PM** peak hour turning movement forecasts would be analyzed for the 36 arterial intersections and 16 ramp terminal intersections based on the Highway



*Sample Synchro Network for Operational Analysis*



Capacity Manual (HCM) methodology. The HCM measures the average vehicle delay for each turning movement at an intersection, and provides delay thresholds for LOS results for both unsignalized and signalized locations.

**LOS** would be calculated to estimate the future traffic operations along the corridor based on the number of travel lanes and intersection configurations. For the freeway mainline, LOS would be based on the methodology outlined in Option 1 (future forecasts compared to mainline capacity).

The LOS results would be used to determine the **future roadway and intersection improvements** needed to accommodate future growth; for example, do the future volumes result in the need for a 2-lane, 4-lane, or 6-lane roadway?; intersection turn lane or side-street capacity improvements?; or additional freeway capacity?

The three steps above would also be applied to the existing traffic volumes and current intersection configurations for use in the **comparison of existing conditions to projected future operations**.

This option would provide the City with the roadway sizing results outlined in Option 1 and would provide a more detailed analysis of key intersections in the study area. In addition, the Synchro software can be used to identify key bottlenecks along a corridor that may lead to the need for additional roadway widening.

The Synchro network can be utilized by City staff, and made available for use in future City infrastructure and land development projects, such as the SR-14 interchange studies. Synchro also has a built-in simulation tool, called Simtraffic, which can be used to simulate vehicle flows along corridors and through intersections to determine vehicle queuing and storage requirements, and used to test innovative intersection treatment options, such as roundabouts.

While the above future needs assessment is intended to provide the City with the roadway capacity needs based on future growth projections, we can also help the City balance roadway capacity needs with the desire for a Complete Streets network. Widening along roadways or specific intersections envisioned as key pedestrian crossings and bicycle access locations may not be desirable by the City, and alternative capacity improvements can be explored.

**Deliverable for Option 1 or Option 2:** Technical Memorandum presenting existing and future traffic operations within the study area (roadway operations under Option 1 and roadway plus intersection operations under Option 2). Meeting with City staff to review the results and discuss need for testing of potential transportation network improvements as outlined in Task 3.

**Cost Estimate:** Option 1 = \$34,000 or Option 2 = \$50,000

#### **Task 2C – Project Priorities & Phasing for Transportation Needs Assessment**

The sub-area model can be used to conduct sensitivity testing to determine the ultimate need for future transportation improvements and assist in the phasing of interchange and roadway capacity improvements. Based on the results of Task 2B, we will work with the City to determine

additional model runs needed to test the benefits of changes to the transportation network. The model runs can be used to measure the benefits of:

- New roadway connections
- Arterial roadway widening
- SR-14 mainline improvements
- Interchange improvements

This task can be also be used to test the timing for partial and full buildout of interchange improvements and to determine the priority of overall interchange improvements along the SR-14 corridor. For the purpose of the cost estimate, the scope of work assumes that up 5 model runs will be conducted. For each run, the following will be completed:

Future **traffic forecasts** will be developed in the immediate vicinity of the roadway network changes being tested; the model will be used to determine the % change in traffic forecasts within the study area and detailed forecasts will only be developed for those locations within the influence area (i.e., locations where a noticeable change has occurred).

Future **traffic operations** will be calculated for roadway and freeway mainline segments (if Option 1 above is selected) or for intersection and mainline segments (if Option 2 is selected) in the immediate vicinity of the roadway network changes being tested.

Graphics showing changes in traffic flows and traffic operations will be prepared to help the City determine the **benefits of various transportation network improvements** tested through the model runs (up to 5 scenarios).

We will use the results of the above transportation network testing to help the City determine the need and priority for future roadway improvements. We recommend saving the final (5<sup>th</sup>) model run to complete future forecasts for the preferred roadway network scenario. This final model run can be used to develop the interchange forecasts for use in the upcoming SR-14 interchange studies as documented under Task 3 below.

**Deliverable:** Graphics and/or tables summarizing the changes in traffic patterns, future volume forecasts and traffic operations for up to 5 future transportation network scenarios (up to 5 model runs).

**Cost Estimate:** Option 1 = \$40,000 or Option 2 = \$52,000

### **Task 3 - Interchange Forecasts**

Once the future roadway network is determined under Task 2, we will develop final traffic forecasts for each of the five interchanges along SR-14 for the following scenarios:

- Design Year (e.g., 2040) AM and PM peak hours and Average Daily Traffic (ADT)
- Construction Year (e.g., 2020) AM and PM peak hours and ADT



The design and construction horizon years will be confirmed with the project team prior to the development of future forecasts. The sub-area model reflects a future forecast year of 2035. Forecasts beyond 2035 (e.g., 2040), or for interim years (e.g., 2020), can be developed by applying a linear growth factor between the existing and future model forecasts. The traffic forecasts will be reported for the SR-14 mainline, on- and off-ramps, and turning movements at the ramp terminal intersections for each of the five interchanges.

**Deliverable:** Technical Memorandum presenting design and construction year forecasts for each of the five interchanges for the AM and PM peak hours along with ADT for review by City staff.

**Cost Estimate:** \$2,500 per interchange (\$10,000 total for the 5 interchanges)

**Task 4 – Documentation**

A Model Development Report will be prepared to reflect the final deliverables produced under Tasks 1-3 above. The Model Development Report will document the sub-area model assumptions, including the land use growth, roadway network, and model calibration within the area encompassing the five interchanges in the City of Lancaster. The report will also contain the traffic forecasts for the planned interchanges along the SR-14 corridor. This report can be used for the Caltrans review and approval process for each interchange project.

**Cost Estimate:** \$8,000

**ADDITIONAL AUTHORIZATION NO. 1**

TASK 1, ITEM 2  
HYDROLOGY PROPOSAL

# Kimley»»Horn

November 6, 2014

Ms. Marissa Diaz, P.E.  
Senior Civil Engineer  
Public Works Capito: Engineering Group  
City of Lancaster  
Lancaster, CA

**RE: Drainage Master Study (revised) - Measure R Program Interchanges**

Dear Marissa,

As requested, Penfield and Smith updated their proposal to include the optional services as outlined in their attached proposal. The attached proposal for completion of a Master Drainage Study for the City of Lancaster (City) Measure R Program Interchange Projects now includes optional services to expand the study to consider build out, if requested by the City. This study will address existing hydrology data for the SR-14 corridor and adjacent areas. This study is intended to provide the baseline drainage information for the corridor so that the study does not need to be replicated for each specific interchange project.


The information will be provided to each interchange design team so that existing flows will be determined by the City on the front end and not have to be confirmed with each interchange project. This program wide approach will provide efficiencies and a consistent approach to the existing hydrology and drainage conditions in the corridor. We will work with Caltrans to gain approval of the Master Drainage data thus reducing the repetition of completing these studies for each individual project and reduce the required submittals, reviews and approvals by Caltrans.

We propose to have Penfield & Smith complete this study as part of the original program management team. They have unique qualifications and have worked on drainage improvements throughout the City.

The cost of the Base Project Scope will not exceed \$62,260 and will be completed per the scope of services provided in Penfield and Smith's attached proposal. The optional services to analyze full build out conditions is also provided in the attached scope can be completed for an additional \$42,460. Total services for the Base Project Scope and Optional Future Build-out Conditions will not exceed \$104,720.

Please let me know if you have any questions or need any additional information.

Sincerely,  
Kimley-Horn and Associates, Inc.

  
Robert D. Blume, P.E.  
Consultant Program Manager

NOT INCLUDED IN ADDITIONAL AUTHORIZATION NO. 1



## Penfield & Smith

42225 10th Street West,  
Suite 119  
Lancaster, CA 93534

tel 661-949-6676  
fax 661-945-7592

www.penfieldsmith.com

Santa Barbara  
Camarillo  
Santa Maria  
Lancaster

Civil Engineering

Land Surveying

Land Use Planning

Construction  
Management & Inspection

Traffic & Transportation  
Engineering

Transportation Planning

Structural Engineering

Water Resources  
Engineering

GIS

W.O. 20956.05

September 17, 2014

Robert Blume, P.E.  
Kimley-Horn and Associates, Inc.  
600 South Figueroa Street, Suite 1040  
Los Angeles, CA 90017

Subject: Measure R SR-138 (SR-14)  
Master Drainage Study

Dear Mr. Blume:

As requested by the Kimley-Horn, Penfield & Smith (P&S) appreciates the opportunity to submit this proposal for engineering services for the above referenced project. P&S has a strong background in Water Resource with several experienced staff members capable of performing this type of work. As you explained during our recent phone conversation, it is the intent of the City of Lancaster to complete a Master Drainage study of existing conditions to support the Measure R funded projects. The projects include interchanges along the Antelope Valley Highway (SR-14 and SR-138) at Avenue's G, K, J, L and M.

### UNDERSTANDING OF PROJECT REQUIREMENTS

It is understood that the purpose of the Master Drainage study is to provide a baseline analysis for the different project consultants that will complete the preliminary and final design. It will also be incorporated into the Project Study Report.

The Antelope Valley has drainage facilities for four separate jurisdictions that may contribute flows along the project corridor. These include City of Lancaster, City of Palmdale, County of Los Angeles and Caltrans. Although there are jurisdictional boundaries, P&S has a great working relationship with all of them which will lead to a collaborative effort on sharing of information.

A project of this type can be approached very differently and is dependent on the use of the data in the future. One method is to gather new data throughout the entire area and develop a new hydrologic model. Although there might be significant benefits in this approach, it is very costly and I believe not warranted. As an alternative P&S will gather as much existing information as available and validate and/or correct stormwater flows by using current tools and methodologies. Such tools and methodologies include the Los Angeles Counties LAR-'AC data and National Hydrography Dataset.



With the above in mind the following scope of work has been prepared.

## **SCOPE OF WORK (EXISTING CONDITION)**

### *Task 1 – Project Administration Management and Coordination*

- a. Maintain project quality control and coordination of various sub-consultants as required throughout scope of work;
- b. Attend kick-off meeting to refine project scope and schedule;
- c. Attend monthly project status meetings 2 anticipated;
- d. Research all information pertinent to the project such as records and documents in order to complete the project;
- e. Review available record drawing information for the existing storm drain system that traverses Antelope Valley Highway SR-14;
- f. Preparation of e-mail monthly project status memo, review of project expenses and monthly invoicing.

### *Task 2 – Project Research and Review*

- a. Request from the City of Lancaster, City of Palmdale and Los Angeles County hydrology reports affiliated with the cities master plan drainage facilities;
- b. Request storm drain Record Drawing information from the City of Lancaster, City of Palmdale, Los Angeles County and Caltrans for facilities that cross SR-14;
- c. Request storm drain atlas maps from the City of Lancaster, City of Palmdale and Los Angeles County;
- d. Review the reports and record drawings identified within Task 2;
- e. Request and review Digital Elevation model information from the City of Lancaster associated with the latest LARIAC data;
- f. Obtain soil information from the NRCS Soil Surveys;
- g. Request and review Street and Storm Drain Plans for tracts upstream of SR-14 crossing. (This task would be used in the evaluation of storm flows and time of travel concentrations);
- h. Request latest available land use map to be provided in ARCGIS format;
- i. Perform a field investigation to document existing facilities that cross SR-14 (SR-138). This is a visual investigation and not survey grade.

### *Task 3 – Existing Hydrology Analysis*

- a. Delineate sub-watershed boundaries within the City of Lancaster;
- b. Determine percent imperviousness for each sub-watershed;
- c. Determine the hydrologic soil type within each sub-watershed;
- d. Develop Time of Travel and Time of Concentration runs for each sub watershed;
- e. Input upstream flows from the City of Palmdale Master Plan of Drainage report;
- f. Use WMS with MODRAT interface to develop hydrographs for each sub-basin and use routing tools to determine stormwater flows for the 10-yr, 25-yr and 50-yr events;



*Task 4 – Technical Report*

- a. Compile hydrologic data input and output runs for each evaluate rainfall frequency event. This data may be presented in summary tabular form with actual data runs provided digitally, as needed;
- b. Prepare drainage exhibits maps to correspond with the developed sub-watershed basins. It is anticipated that exhibits will be presented at a scale of 1"=2000' on 24"x36" sheets. Scale may be adjusted for readability as determined by P&S. Attend kick-off meeting to refine project scope and schedule. Some exhibits may be schematically represented if warranted;
- c. Prepare a Technical Report, containing information such as: Background, Scope of Work, Study Approach, Watershed Description, Basis of Evaluation, Methodology and Results. It is anticipated that a Draft and Final version of the report will be required;

*Task 5 – Deliverables*

- a. Five print copies of Draft Report and one PDF version.
- b. Five print copies of Final Report and one PDF version.
- c. Editable CAD map files on CD. CAD files to be per Capital's CAD Deliverables Standards.
- d. Editable electronic copies of all calculation files

**OPTIONAL SCOPE OF WORK (BUILD-OUT)**

*Task 1 – Project Administration Management and Coordination*

- a. Maintain project quality control and coordination of various sub-consultants as required throughout scope of work;
- b. Research all information pertinent to the project such as records and documents in order to complete the project;
- c. Preparation of e-mail monthly project status memo, review of project expenses and monthly invoicing.

*Task 2 – Project Research and Review*

- a. Request from the City of Lancaster future Landuse Build-out Conditions and General Plan document;
- b. Review the General Plan and future landuse report within Task 2;
- c. Request latest available future land use map to be provided in ARCGIS format;
- d. Review the current Master Plan of Drainage.

*Task 3 – Build Out Hydrology Analysis*

- a. Review and update based on build out the following items from the existing conditions:
  - i. Delineated sub-watershed boundaries within the City of Lancaster;
  - ii. Percent imperviousness for each sub-watershed;
  - iii. Hydrologic soil type within each sub-watershed;
  - iv. Time of Travel and Time of Concentration runs for each sub watershed;
  - v. Input upstream flows from the City of Palmdale Master Plan of Drainage report for build out conditions;



- vi. Use WMS with MODRAT interface to develop hydrographs for each sub-basin and use routing tools to determine stormwater flows for the 10-yr, 25-yr and 50-yr events;

*Task 4 – Technical Report*

- a. Compile hydrologic data input and output runs for each evaluate rainfall frequency event. This data may be presented in summary tabular form with actual data runs provided digitally, as needed;
- b. Prepare drainage exhibits maps to correspond with the developed sub-watershed basins. It is anticipated that exhibits will be presented at a scale of 1"=2000' on 24"x36" sheets. Scale may be adjusted for readability as determined by P&S. Attend kick-off meeting to refine project scope and schedule. Some exhibits may be schematically represented if warranted;
- c. Prepare a Technical Report, containing information such as; Background, Scope of Work, Study Approach, Watershed Description, Basis of Evaluation, Methodology and Results. It is anticipated that a Draft and Final version of the report will be required;
- d. Provide recommendations for updates and associated estimated costs to the current Master Plan of Drainage. The recommendation will include any upsizing, downsizing, or conveyance change.

**SERVICES NOT INCLUDED**

The following services and all other services not specifically listed herein are excluded:

1. Governmental and public agency fees, cost of bonds and taxes.
2. Initial Study, CEQA Review, Cultural, Biological, and Environmental Studies.
3. Acquiring Rights of Way and preparing documents for acquiring of such Rights of Way.
4. Right-of-way and boundary determination/establishment, setting monuments and filing maps.
5. Research and field location/verification of section corners or intersection monuments.
6. Title Company research fees.
7. Hydrology calculations for future conditions.
8. Services by consultants other than P&S.

**CLIENT TO PROVIDE**

Client or co-consultant at Client's direction shall provide the following items to Penfield & Smith;

1. Atlas maps
2. Record Drawings
3. LAR-IAC dataset for aerial imagery and topographic elevation data
4. Existing Master Plans of Drainage

**PROPOSED FEE AND METHOD OF PAYMENT**

Our proposed services will be performed on a time and materials basis and shall be billed monthly at the rates then in effect. Charges for "time" include professional, technical and clerical support services provided by Penfield & Smith. "Materials" include all reimbursable



expenses, such as photocopies, postage, shipping/delivery, mileage, plots, prints, maps/documents and outside consultant fees.

Payment is due on receipt of statements (net 30 days). Unpaid account balances are subject to a finance charge which will be the lesser of one and one-half percent (1 ½ %) per month or a monthly charge not to exceed the maximum legal rate. This fee shall be applied to any unpaid balance commencing thirty days after the original billing. If an account is unpaid and would be subject to a finance charge, we may consider this as constructive notice to suspend work.

Based on our understanding of your requirements and our experience with similar projects, we estimate that the fee required (Base Project Scope) for our services will be approximately \$56,600, including reimbursable allowance of \$1,600.

Our estimated for the Additional Optional Scope for Future Build-out Conditions is \$38,600 for a total project estimate of \$95,200.

We have estimated the cost of our services based on our understanding at this time of the scope and complexity of the work. However, please note that our services will be performed on a time and materials basis, and it is possible that our actual charges could exceed the amount we have estimated. During the performance of our services, the need for additional or expanded services may be determined. We will make every reasonable effort to keep you informed of our progress and costs incurred.

#### **ADDITIONAL SERVICES**

Services performed outside the scope of this agreement require written approval prior to performance of the work. Design changes by Owner/Client or designee after the start of design shall be considered additional services. Any work requested by Owner/Client that is outside the scope of this agreement will be identified by Penfield & Smith as such, and a fixed fee or not-to-exceed amount will be agreed upon prior to the start of the additional work. Compensation for additional services shall be in accordance with Exhibit "A", Penfield & Smith's Billing Rate Schedule currently in effect.

#### **TIME OF PERFORMANCE**

Based on our current workload, we estimate that the first draft of the drainage study report can be submitted in approximately 16 weeks following execution of task order. It is expected that review comments will be received by Kimley-Horn and the City of Lancaster. A final report will be submitted within 4 weeks following written receipt of comments.

#### **INDEMNIFICATION ADVISORY**

In recent years, we have seen a movement towards clients requesting us to perform services under their company's form of Agreement. Please be advised that if you would like us to work under your company's form of Agreement, we will look closely at the required indemnification language in any such document. Specifically, we will not accept indemnification language that requires us to accept liability for other than our negligent acts of error or omission to the extent that we are responsible for such liabilities. This proposal is based on this understanding.



Robert Blume  
September 17, 2014  
Page 6

**AUTHORIZATION**

Should you require additional information or wish to discuss this proposal further, please give me a call. My direct line is (661) 949-6676, extension 102. If the proposal is satisfactory, please sign and initial the enclosed two copies of the Agreement Between Client and Consultant, returning both of them to us. We will then execute the Agreements and return one (1) original to you. Our current fee schedule is attached.

Thank you for considering Penfield & Smith for this project.

Very truly yours,

PENFIELD & SMITH



Autumn Glaeser  
Senior Engineer/Project Manager  
RCE 76574



Thomas O. Rowe, PE  
Principal Engineer/QCM  
RCE 56070

Enclosures

W:\work\20000-20999\20956\05 - Master Drainage for Corridor\20956\_05ProV3.docx



REVISED MASTER PLAN OF DRAINAGE MAP  
(JANUARY 2002)



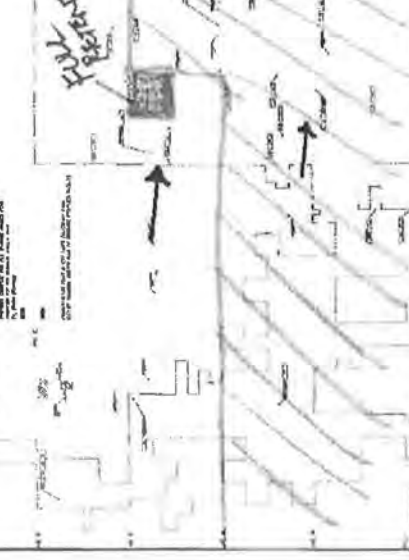
REVISED MASTER PLAN OF DRAINAGE MAP  
(JANUARY 2002)



REVISED MASTER PLAN OF DRAINAGE MAP  
(JANUARY 2002)



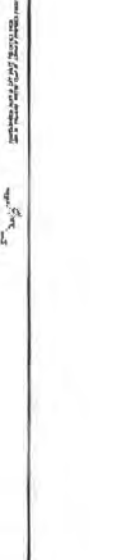
REVISED MASTER PLAN OF DRAINAGE MAP  
(JANUARY 2002)



REVISED MASTER PLAN OF DRAINAGE MAP  
(JANUARY 2002)



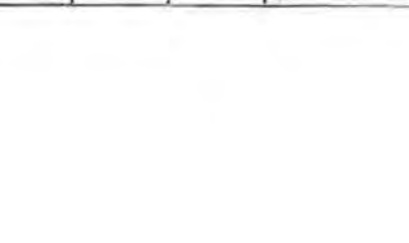
REVISED MASTER PLAN OF DRAINAGE MAP  
(JANUARY 2002)



REVISED MASTER PLAN OF DRAINAGE MAP  
(JANUARY 2002)



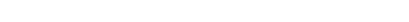
REVISED MASTER PLAN OF DRAINAGE MAP  
(JANUARY 2002)



REVISED MASTER PLAN OF DRAINAGE MAP  
(JANUARY 2002)



REVISED MASTER PLAN OF DRAINAGE MAP  
(JANUARY 2002)



REVISED MASTER PLAN OF DRAINAGE MAP  
(JANUARY 2002)



REVISED MASTER PLAN OF DRAINAGE MAP  
(JANUARY 2002)



**PROJECT COST ESTIMATE (WITH PREVAILING WAGES) OPTIONAL SCOPE - BUILD OUT**

Project No.: 20956.05  
 Description: Measure R SR-138 Master Drainage Study  
 Client: Kimley-Horn & Associates  
 Date: July 17, 2014  
 File Name: 20956\_05FeeEstV2.xlsx

Prepared by: TOR  
 Office: 4  
 Billing Type: T&M  
 Prevailing Wages (y/n): Y

PENFIELD & SMITH  
 42225 10th Street West, Suite 119  
 Lancaster, CA 93534  
 (661) 949-6676

TASK	Hours											TOTAL HOURS	LABOR COST	
	Engineer Principal	Engineer Senior I	Engineer Assistant II	Tech Support										
Project Administration														
Quality Control	8												8	1520
Research Project Records				4									4	300
Project Status Memo Preparation	2												2	380
Project Research														
Request reports documents		1		4									5	460
Request and review Futura Landuse		8		2									10	1430
Build-Out Hydrology														
Watershed Delineation	4	16											20	3320
Estimate percent imp. per WS	4	16											20	3320
Soil Type Determination per WS	4	16											20	3320
Develop TC calculations	4	24											28	4500
Coordinate upstream values from Palmdale	2	4											6	1020
Develop hydrographs	8	40											48	7920
Technical Report														
Compile input and output runs		8											8	1280
Prepare drainage map exhibits	4	8	24										36	5040
Prepare Draft and Final Report	8	16		8									32	4680
TOTALS	48	157	24	18	-	-	-	-	-	-	-	-	247	38590

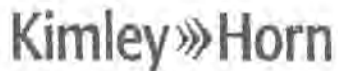
Classification	\$/hr	Classification	\$/hr	Expenses	Cost	Billing Factor	Reimbursables	Consultant
12	Principal Engineer		190.00	Soils Report	*	1.15		0
10	Senior Engineer I		180.00	Geologic Report	*	1.15		0
8	Assistant Engineer II		125.00	Title Report	*	1.15		0
43	Technical Support		75.00	Construction Staking	*	1.15		0
				Blueprints	-	1.15	0	
				Travel	*	1.15	0	
				Mail	*	1.15	0	
				Telephone	*	1.15	0	
				Photocopies	*	1.15	0	
				Photographs	*	1.15	0	
Average Rate:	156.235						\$0	\$0
							<b>Grand Total =</b>	<b>\$38,590</b>

**ADDITIONAL AUTHORIZATION NO. 1**

TASK 1, ITEM 3

ENVIRONMENTAL SETTING/EXISTING CONDITIONS PROPOSAL





January 10, 2015

Ms. Marissa Diaz, P.E.  
Senior Civil Engineer  
Public Works Capitol Engineering Group  
City of Lancaster  
Lancaster, CA

**RE: Corridor Environmental Studies - Measure R Program Interchanges**

Dear Marissa,

As we have discussed over the past few months, we propose to complete a Corridor Environmental studies to support the environmental documents for the City of Lancaster (City) Measure R Program Interchange Projects. These studies will address existing conditions for each of the interchanges and adjacent areas. These studies are intended to provide the baseline existing conditions information for the corridor so that the studies do not need to be replicated for each specific interchange project.

We are proposing to complete the Existing Conditions Reports for communities and neighborhoods, biology, and cultural resources for each of the five interchanges in the corridor. The purpose of the Existing Conditions Reports will be to identify existing resources and constraints early in the Project Approval/Environmental Document (PA/ED) phases of the projects and to reduce delays of collecting the data later in the process. Identifying resources and constraints early in the design process will allow the design teams to avoid or reduce impacts on existing resources to the extent feasible, thereby reducing time and cost associated with agency consultation and mitigation; and to identify and take advantage of early seasonal survey requirements and constraints and not miss these critical survey windows.

Information included in the Existing Conditions Reports will be used to support the CEQA technical studies for each of the interchanges and will provide a baseline for the SR-138/SR-14 corridor. The Existing Conditions Reports will also be used to create a consistent inventory throughout the corridor that would be used in the technical studies for the PA/ED phase of each of the projects.

The information will be provided to each interchange design team so that existing conditions will be determined by the City on the front end and not have to be confirmed with each interchange project. This program wide approach will provide efficiencies and a consistent approach to identifying the existing resources in the corridor. We will work with Caltrans to gain approval of the Existing Conditions Reports thus reducing the repetition of completing these studies for each individual project and reduce the required submittals, reviews and approvals by Caltrans.

We propose to have GPA Environmental complete these studies as they are part of the original program management team. They have unique qualifications and have worked with Caltrans District 7 environmental staff on numerous projects. This knowledge and familiarity with Caltrans requirements will help to maintain consistency in the information provided to the consultant teams for

use in their technical studies. Rich Galvin will lead the efforts for GPA Environmental and is committed to supporting the program to successful completion.

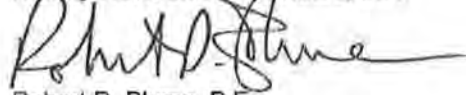
The cost of the Existing Conditions Reports for communities and neighborhoods, biology, and cultural resources will not exceed \$143,617 and will be completed per the scope of services provided in GPA Environmental attached proposal.

An option to complete the Historic Resources is also provided. This most likely will be different for each project and it can be completed efficiently by each consultant team and not proposed at this time.

Please let me know if you have any questions or need any additional information.

Sincerely,

Kimley-Horn and Associates, Inc.



Robert D. Blume, P.E.

Consultant Program Manager



January 27, 2015

Robert Blume, Project Engineer  
Kimley-Horn and Associates  
11919 Foundation Place  
Suite 200  
Gold River, CA 95670

**Subject: Existing Conditions Reports for the Measure R "Highway Equity" (Measure R) Program**

Dear Mr. Blume:

GPA Consulting is pleased to submit this proposed scope of work to prepare existing conditions reports for the above-referenced project. The attached scope of work has been prepared based on the project information provided by Kimley-Horn and Associates and found in the project RFQ. GPA is available to commence work on these tasks immediately, once approved by Kimley-Horn and Associates.

The purpose of the Existing Conditions Reports is to identify existing resources and constraints early in the environmental process, and to reduce delays later in the process. Identifying resources and constraints early in the environmental process will allow the design team to avoid or reduce impacts on existing resources to the extent feasible, thereby reducing time and cost associated with agency consultation and mitigation; and to identify any seasonal survey constraints and consultation requirements early on to allow for sufficient time in the schedule. Information included in the Existing Conditions Reports would also be used to support the CEQA technical studies, and to provide a baseline picture of the SR-138/SR-14 corridor. Existing Conditions reports will also give a consistent analysis throughout the corridor, thereby reducing cost and expediting schedule. The Existing Conditions Report would also be used to create a consistent inventory throughout the corridor that will be used in the technical studies for the PA/ED phase of the project.

Sincerely,

A handwritten signature in cursive script that reads "Richard Galvin".

Richard Galvin, Vice President  
GPA Consulting

## **GPA SCOPE OF WORK**

### **Existing Conditions Reports For the Measure R "Highway Equity" (Measure R) Program**

#### **I. PROJECT UNDERSTANDING**

The City of Lancaster (City) has selected Kimley-Horn and Associates (KHA) as the Program/Project Management consultant for the City Measure R "Highway Equity" (Measure R) Program being managed by the City. The Metropolitan Transit Authority (MTA) Planning and Programming Committee, on September 19, 2012, approved Measure R funds for multiple capacity-enhancing projects along State Route 138 (SR-138), which overlaps with SR-14 within the project areas.

As part of the program, the City, in cooperation with the California Department of Transportation (Caltrans) and the MTA, is planning to modify the geometry and/or capacity of five interchanges, including the following:

- SR-138/SR-14 and Avenue G Interchange (City, Caltrans, and County of Los Angeles jurisdiction)
- SR-138/SR-14 and Avenue J Interchange (City and Caltrans jurisdiction)
- SR-138/SR-14 and Avenue K Interchange (City and Caltrans jurisdiction)
- SR-138/SR-14 and Avenue L Interchange (City and Caltrans jurisdiction)
- SR-138/SR-14 and Avenue M Interchange (City, Caltrans, County of Los Angeles, and City of Palmdale jurisdiction)

Improvements may include interchange modifications and modifications to local intersecting roadways up to a half mile east and west of the interchanges. Modifications may include widening overcrossings over the existing SR-138/SR-14, interchange geometric enhancements, traffic signals or other traffic control improvements, landscaping, pedestrian and cycling improvements, and other context sensitive solutions (CSS).

Caltrans has been identified as the California Environmental Quality act (CEQA) lead agency for the interchange improvements; therefore, Caltrans is required to determine whether the project could have a significant impact on the environment and incorporate measures to minimize or mitigate impacts to the extent feasible.

As part of the environmental evaluation process, KHA has requested that GPA prepare a scope of work to complete Existing Conditions Reports for community, biology, and cultural resources at each of the five interchanges. The purpose of the Existing Conditions Reports is to identify existing resources and constraints early in the Project Approval/Environmental Document (PA/ED), and to reduce delays later in the process. Identifying resources and constraints early in the design process will allow the design team to avoid or reduce impacts on existing resources to the extent feasible, thereby reducing time and

cost associated with agency consultation and mitigation; and to identify any seasonal survey constraints and consultation requirements early on to allow for sufficient time in the schedule. Information included in the Existing Conditions Reports will also be used to support the CEQA technical studies, and to provide a baseline picture of the SR-138/SR-14 corridor. The Existing Conditions Reports will also be used to create a consistent inventory throughout the corridor that would be used in the technical studies for the PA/ED phase of the project.

## **II. SCOPE OF WORK**

### **TASK 1: EXISTING CONDITIONS REPORTS**

GPA will perform background research, field surveys, and will prepare an Existing Conditions Report for each of the resource areas discussed below to identify design constraints, required surveys and consultation, and serve as a basis for future environmental studies. Each report will include a description of the relevant existing conditions in each of the interchange study areas, as well as any existing environmental constraints that could affect project design, schedule, or cost and any additional required steps to achieve CEQA approvals. The reports will be supported by mapping and any other relevant exhibits or references. GPA will prepare the reports in a format acceptable to the City, and will submit the draft reports to the City for review and comment. GPA will then incorporate comments from the City and finalize the document.

#### **Project Management and Meetings**

During preparation of each report, GPA will maintain a clear line of communication with KHA, and will conduct regular status checks to ensure all tasks are on schedule and within budget. GPA will prepare a monthly progress report for each task that includes the progress of each task, new and ongoing issues, proposed resolutions, and estimated impact on the schedule. GPA will attend project meetings during preparation of the existing conditions reports, either in person or via conference call. Up to four project meetings are anticipated for each report.

#### **Project Initiation**

After receiving notice to proceed, GPA will coordinate with KHA to gather a sufficient level of information on the proposed project to prepare an initial project description (purpose/need and an outline of general project features) and delineate a study area for each of the environmental disciplines. The study area may vary for different resource areas, depending on what is being assessed.

### **Task 1.A Communities and Neighborhoods**

Researching existing conditions related to communities and neighborhoods surrounding the five interchanges will assist in identifying any potential constraints related to land use, community concerns, flood hazards, farmlands, or other community issues that could require design consideration, result in project delays, or that may require additional study or coordination.

### **Land Use, Zoning, and Special Designations**

GPA will obtain information regarding existing land uses within and near the project area by completing windshield surveys, reviewing land use plans and zoning codes, and reviewing maps of the project area and surroundings. GPA will compile this information and provide a summary of existing and future land uses and zoning designations; applicable state, regional, and local land use plans; adjacent residential neighborhoods and business districts; community character and cohesion; 100-year special flood hazard areas; and farmlands of statewide importance and timberlands for each of the five interchange study areas.

### **Population, Housing, and Communities**

Under CEQA, if a social or economic change is related to a physical change, then social or economic change may be considered in determining whether the physical change is significant. Since this project would result in physical changes to the environment, it is appropriate to consider changes to community character and cohesion in assessing the significance of the project's effects. As part of the development of this project scope, GPA performed preliminary research of social and economic data from the United States (U.S.) Census Bureau. Based on this research, GPA has determined that the project could result in social and economic changes.

GPA will obtain information on the existing community setting within and near the project area by completing windshield surveys, reviewing regional planning documents and general plans, and performing a geographical search using 2010 U.S. Census Bureau data and Geographic Information Systems (GIS) data. GPA will compile this information and provide a summary of parks, recreational areas, emergency services, schools and other community facilities; and population, housing, and economic conditions for each of the five interchange study areas.

### **Existing Conditions Report**

GPA will prepare a summary of the results of these studies in the Communities and Neighborhoods Existing Conditions Report, which will discuss each of the five interchange study areas separately. The summary will include a discussion of the study methodology, regulatory requirements, existing setting and resources, research results, and supporting maps. The report will also outline any future surveys, analysis, and consultations that may be required with resource agencies to obtain project approvals and environmental permits. Relevant attachments will be included.

*Deliverables: One electronic copy and up to three hard copies of the Communities and Neighborhoods Existing Conditions Report; monthly progress reports*

### **Task 1.B Biological Resources**

Researching existing conditions related to biological resources surrounding the five interchanges will assist in identifying any potential constraints related to sensitive resources that could require design consideration or avoidance, result in project delays, or that may require additional study, consultation, permitting, and/or mitigation. In addition, completing biological surveys up front will allow for

completion of one of two seasons required for the Caltrans Natural Environment Study and will facilitate the ability to exclude species from further consideration.

#### **Background Research and Mapping**

GPA will review available data on biological resources recorded within and near each of the five interchange study areas, including all plant and animal species with the potential to be in the project area. This review will include conducting searches in databases such as the California Natural Diversity Database (CNDDDB) and the National Wetlands Inventory (NWI). Additionally, a list of protected species with the potential to be in each of the study areas will be requested from the U.S. Fish and Wildlife Service (USFWS). Existing studies completed near each of the study areas will also be referenced, including applicable planning documents. GPA will utilize this background data and project design plans to delineate the Biological Study Area (BSA) for each of the five interchanges, which will be used as the boundary for field surveys and the Existing Conditions Report.

#### **Field Surveys**

GPA will survey the BSA for potential wildlife, their signs, and/or potential habitat. GPA will inventory all botanical, aquatic, and wildlife resources observed in the BSAs. GPA will identify and record all existing vegetation communities in the area. Botanical surveys will be conducted during the blooming period for special-status plants with potential to be in the project area (April and May), where feasible. The limits of potentially jurisdictional areas, including waters of the U.S. and waters of the state, will be identified based on appropriate criteria including the ordinary high water mark (OHWM), edge of channel banks, and riparian boundaries. Based on preliminary research, it appears that there may be jurisdictional areas in portions of the drainage channel east of SR-14.

#### **Existing Conditions Report**

GPA will prepare a summary of the results of these studies in the Biological Resources Existing Conditions Report, which will discuss each of the five interchange study areas separately. The summary will include a discussion of the study methodology, regulatory requirements, existing setting and resources, research results, supporting maps. The report will also outline any future surveys, analysis, and consultations that may be required with resource agencies to obtain project approvals and environmental permits. Relevant attachments will be included.

*Deliverables: One electronic copy and up to three hard copies of the Biological Resources Existing Conditions Report; monthly progress reports*

### **Task 1.C Archaeological Resources (SRI – Archaeological Sub Consultant)**

Researching existing conditions related to archaeological resources surrounding the five interchanges will assist in identifying any potential constraints related to resources that could require design consideration or avoidance, result in project delays, or that may require additional study or consultation and/or mitigation.

### **Native American Coordination**

SRI will conduct preliminary Native American coordination as part of the information-gathering process. SRI will contact the Native American Heritage Commission (NAHC) for a list of traditional-use areas or sacred sites within and near each of the interchange study areas and for a list of specific Native American groups or individuals who may have knowledge of Native American resources in any of the study areas. The contacts list will be available for use during later stages of work. Because the proposed project is in the preliminary planning stages, SRI does not anticipate initiating contact with groups or individuals named by the NAHC as part of the proposed work.

### **Background Research**

Background research will involve records searches at the SCCIC at California State University, Fullerton, to identify all known cultural resources previously recorded in each of the study areas and surrounding one mile. It will also involve brief archival research related to the history of area. SRI will request the record search and archival research, and will conduct a brief review of pertinent geological literature to evaluate the potential for significant buried archaeological resources to be in each of the study areas. The background research will be used to help identify cultural resources in the study areas and determine the sensitivity of the study areas for buried archaeological resources.

### **Field Surveys**

SRI will conduct an intensive survey of each of the study areas and record all identified cultural resources. The study areas are located in a highly developed area, and surface visibility in many areas is expected to be poor. Fieldwork will involve inspecting any exposed ground surface in the study areas for evidence of archaeological deposits. Photographs will be taken to document the degree of development within the study areas. SRI will exclude private lands and other areas with access issues from the survey.

Because of the developed nature of the study areas, SRI assumes that no more than three archaeological resources will be found during survey. If resources are found, site recording will involve Global Positioning System mapping of site boundaries, surface features, and a sample of surface artifacts. A narrative site description will be prepared to characterize the appearance, integrity, and boundaries of each property.

### **Existing Conditions Report**

GPA will prepare a summary of the results of these studies in the Archaeological Resources Existing Conditions Report, which will discuss each of the five interchange study areas separately. The summary will include a discussion of the study methodology, regulatory requirements, existing setting and resources, research results, supporting maps. The report will also outline any future surveys, analysis, and consultations that may be required with resource agencies to obtain project approvals and environmental permits. Relevant attachments will be included.

*Deliverables: One electronic copy and up to three hard copies of the Archaeological Resources Existing Conditions Report; monthly progress report*



## **Task 1.D (Optional Task) Historic Resources**

Researching existing conditions related to historic resources surrounding the five interchanges will assist in identifying any potential constraints related to resources that could require design consideration or avoidance, result in project delays, or that may require additional study or consultation and/or mitigation.

### **Field Surveys**

GPA architectural historians will conduct a site visit and identify properties that are more than 45 years old and that would require evaluation for historic significance. GPA will photograph each property and take notes on the character defining features, alterations, and aspects of integrity for use in preparing state inventory forms.

### **Historical Research**

GPA will conduct general and property specific research to assist in resource identification. The general research will be conducted on the City of Lancaster and the immediate area to develop a historic context. Property specific research will be used to evaluate prior events, persons, or architects associated with the properties. Research will be conducted at the local library, historical societies, Assessor's office, building department, and online resources. The materials that will be reviewed will include historic maps and photographs, building permits, written histories, newspaper articles, biographies, obituaries, etc., as available and relevant to each property being evaluated.

### **Property Evaluation**

GPA will prepare a State of California Department of Parks and Recreation inventory form (DPRS23 A – Primary Record and BSO form) for each building, structure or object that is more than 45 years old that is within any of the five interchange study areas. The DPR forms will include a photograph and description of the property, description of alterations, ownership information, and an assessment of integrity. The BSO form will include an evaluation of the property against the criteria for the National Register of Historic Places and the California Register of Historical Resources and will assign a recommended status code.

### **Existing Conditions Report**

GPA will prepare a summary of the results of these studies in the Historic Resources Existing Conditions Report, which will discuss each of the five interchange study areas separately. The summary will include a discussion of the study methodology, regulatory requirements, existing setting and resources, research results, supporting maps. The report will also outline any future surveys, analysis, and consultations that may be required with resource agencies to obtain project approvals and environmental permits. Relevant attachments will be included.

*Deliverables: One electronic copy and up to three hard copies of the Historic Resources Existing Conditions Report; monthly progress report*

### III. ASSUMPTIONS

This scope has been prepared based on the following assumptions:

- GPA will discuss each resource area in separate documents; each of the would be discussed separately in each report.
- The scope provided does not include analysis related to the National Environmental Policy Act (NEPA). If analysis related to NEPA is required, an additional scope of work would be prepared.
- If the project is revised in a manner that results in additional efforts to analyze an expanded study area, an additional scope of work would be prepared.
- An adequate level of information will be provided on the project design to delineate a study area for each interchange that will be sufficient for the Existing Conditions Reports.
- Site access will be provided to allow surveys to be conducted within the entire study area for each of the five interchanges.
- An appropriate level of design will be provided to develop project mapping.
- Focused special-status species surveys are not included in this scope of work.
- No more than 14 inventory forms will be required for the historic resource studies.
- The records search boundary includes a 1-mile buffer around all project components.
- No more than three archaeological resources will be found during survey, and archaeological evaluations are not included in this scope of work.
- Rights of entry and Caltrans Encroachment Permit will be provided by the City or KHA.

**Project Budget:**  
**Lancaster SR 138/SR 14 Interchange Improvements**  
 January 27, 2015

Activity ID	Employee	Hourly Rate	Rate	Amount	Task Subtotal
<b>Task 1.A: Communities and Neighborhoods</b>					
	Richard Galvin - Principal Env. Planner	24.00	\$210.00	\$5,040.00	
	Erinn Peterson - Senior Environmental Planner	80.00	\$150.00	\$12,000.00	
	Marleka Schrader - Senior Biologist/Env. Planner	8.00	\$150.00	\$1,200.00	
	Sheri Mayta - Assoc. Biologist/GIS Analyst	96.00	\$110.00	\$10,560.00	
	Mandy Jones - Assoc. Env. Planner	192.00	\$90.00	\$17,280.00	
	<b>Task Subtotal</b>	<b>400.00</b>			<b>\$46,080.00</b>
<b>Task 1.B: Biological Resources</b>					
	Richard Galvin - Principal Env. Planner	24.00	\$210.00	\$5,040.00	
	Erinn Peterson - Senior Environmental Planner	8.00	\$150.00	\$1,200.00	
	Marleka Schrader - Senior Biologist/Env. Planner	24.00	\$150.00	\$3,600.00	
	Stan Glowacki - Senior Biologist	100.00	\$150.00	\$15,000.00	
	Jennifer Morrison - Associate Biologist	128.00	\$110.00	\$14,080.00	
	Jeanne Ogar - Assoc. Env. Planner	48.00	\$110.00	\$5,280.00	
	Sheri Mayta - Assoc. Biologist/GIS Analyst	120.00	\$110.00	\$13,200.00	
	<b>Task Subtotal</b>	<b>452.00</b>			<b>\$57,400.00</b>
<b>Task 1.D: (Optional) Historic Resources</b>					
	Richard Galvin - Principal Env. Planner	24.00	\$210.00	\$5,040.00	
	Andrea Galvin - Principal Arch. Historian	12.00	\$180.00	\$2,160.00	
	Erinn Peterson - Senior Environmental Planner	8.00	\$150.00	\$1,200.00	
	Laura O'Neill - Senior Architectural Historian	160.00	\$150.00	\$24,000.00	
	Marleka Schrader - Senior Biologist/Env. Planner	8.00	\$150.00	\$1,200.00	
	<b>Task Subtotal</b>	<b>212.00</b>			<b>\$33,600.00</b>
	<b>Total Services</b>	<b>1,064.00</b>			<b>\$137,080.00</b>
<b>Expense Budget:</b>					
		Units	Amt	Mkup	
	SRI (Task 1.C - SRI Archaeological Resources)	1.00	\$15,568.00	10%	\$1,724.80
	Report Copies	15.00	\$15.00		\$225.00
	Lodging	16.00	\$210.00		\$3,360.00
	Mileage	1,020.00	\$0.56		\$571.20
	Research Fees (GIS/Census Data)	1.00	\$800.00		\$800.00
	Research Fees (Task 1.C - SRI Archaeological Resources)	1.00	\$5,000.00		\$5,000.00
	<b>Total Expenses</b>				<b>\$27,081.00</b>
	<b>Total Service:</b>				<b>\$137,080.00</b>
	<b>Total Expense:</b>				<b>\$27,081.00</b>
	<b>Grand Total:</b>				<b>\$164,161.00</b>

**ADDITIONAL AUTHORIZATION NO. 1**

TASK 1, ITEM 4  
CORRIDOR AESTHETICS PROPOSAL

# Kimley » Horn

June 11, 2014

Ms. Marissa Diaz, P.E.  
Senior Civil Engineer  
Public Works Capitol Engineering Group  
City of Lancaster  
Lancaster, CA

**RE: Aesthetic Framework Guidelines - Measure R Program Interchanges**

Dear Marissa,

As we have discussed over the past few months, we propose to complete a study to develop Aesthetics Framework Guidelines for the City of Lancaster (City) Measure R Program Interchange Projects and adjacent corridors. This effort is intended to provide the framework for the projects that will be developed as part of these interchange projects as well as other corridor improvement projects that will follow.

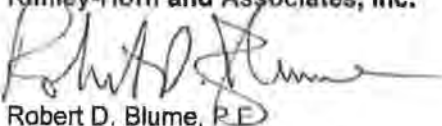
Once developed, the guidelines will be provided to each interchange design team for use during the development and implementation of the individual projects. This corridor wide approach will provide efficiencies and consistent themes and techniques that will be used by all the design teams. We will work with Caltrans to gain approval of the framework concepts in order to reduce the repetition of completing these studies and approvals for each individual project, which will reduce the required submittals, reviews and approvals by Caltrans.

We propose to have Sargent Town Planning complete these Framework Guidelines. They have unique qualifications and have worked with the City in developing the City's Corridor Plan and improvements along Lancaster Boulevard. This knowledge and understanding of the City goals and objectives will help maintain consistency with previous City studies and plans and will provide consistent direction for projects moving forward.

The cost of the study will not exceed \$48,450 and will be completed per the scope of services provided in the attached proposal by Sargent Town Planning.

Please let me know if you have any questions or need any additional information.

Sincerely,  
Kimley-Horn and Associates, Inc.

  
Robert D. Blume, PE  
Consultant Program Manager

# SARGENT TOWN PLANNING

9 May 2014

Bob Blume  
Transportation Program Manager  
City of Lancaster  
44933 Fern Avenue  
Lancaster, CA 93534

Re: Highway 138 Corridor Framework  
Lancaster, California

Dear Bob:

Per our phone conversations over the past few weeks, Sargent Town Planning is pleased to provide this proposal to provide conceptual urban design services to the City of Lancaster. We propose to collaborate with you and City staff in defining a conceptual vision plan and urban design framework for the 14/138 freeway and freeway interchanges within the City of Lancaster, with some limited consideration of the arterial street segments adjacent and connecting to those interchanges. We propose to document that design vision and framework in the form of a concise Freeway Corridor Framework that will help City staff to guide and coordinate the design of current and future public improvements throughout the Corridor.

The team we propose to assign to this work is the same team the City is accustomed to, including our internal staff and David Schneider, consulting landscape architect. This work will draw upon the Draft Corridors Plan produced by this team in collaboration with City staff, and on further discussion and collaboration with you and City staff. We outline below our proposed approach to this task, a description of the proposed deliverables, and an estimate of the associated professional fees.

## **Scope of Project**

The Highway 14/138 Corridor is the primary regional approach and entry to the City for most visitors, and has the potential to not only create a strong and positive first impression, but also to help guide and direct visitors to destinations throughout the City. In its current form the corridor is not performing those functions at a high level, and transforming the design character of these large spaces will require large-scale design interventions. The funding currently available to the City for transportation improvements to several of those interchanges offers an opportunity to construct new infrastructure at such a significant scale.

We understand that the current funding allocations will be devoted mainly to transportation improvements, and that a key element of the City's strategy in preparing this Framework is to:

1. Define a corridor wide framework, context and general design themes, within which future designs for each freeway segment and each interchange node – through their basic design and including both near-term and potential future design enhancements – will present an image and identity that is both unique to its place and functional requirements, and that contributes to a coherent design and image of Lancaster's 138 corridor as a whole.

## SARGENT TOWN PLANNING

2. Describe in general terms the urban context within which each interchange will operate, suggesting general parameters for the image and role of each.
3. Define a recommended vocabulary and palette of design enhancement types for the corridor, to help guide the design of near-term transportation improvements as well as future improvement projects and additional design enhancements as resources become available.

### **Proposed Scope of Services**

We propose to work closely and collaboratively with City staff to produce the Freeway Corridor Framework in a relatively short period of time. We suggest the following approach and tasks.

1. **Kickoff Meeting:** We would meet with you and Engineering Department staff, along with any other interested parties invited by you, to review the main objectives and parameters for the Corridor Framework. We suggest that the agenda for the meeting might include:
  - a. Presentation by City staff of current and upcoming improvement projects within the Corridor, your and engineering staff's initial assessment of key related opportunities for community image and design enhancements.
  - b. A brief review of design concepts from the Draft Corridors Plan that may be applicable to the 138 Corridor Framework.
  - c. A discussion of the anticipated role of each Interchange, and high-level goals and initial visions for them.
  - d. Visual materials to support this conversation could include a short PowerPoint presentation of key elements from the Draft Corridors Plan, any materials provided by the City, and Google maps on the screen.

*Deliverables: PowerPoint presentation, if so requested.*

2. **Corridor Design Concepts:** Based on the input received in the kickoff meeting and on the previous Corridors Plan work, our team will work rapidly over the course of a week to prepare a series of diagrams, illustrative sketches and photographs of examples of freeway and interchange designs from other communities. The intent of these materials will be to suggest design themes and components for consideration in establishing a palette and theme for the Corridor. These are expected to include:
  - a. Concepts for enhancing bridges, walls and other structural elements of existing and future interchanges and overcrossings.
  - b. Landscape concepts and strategies for application to a range of conditions throughout the corridor, including banks sloping up and down from the freeway, interchanges, the Amargosa Wash, and other abutting spaces.
  - c. An overall palette of landscape types and materials that reflect Lancaster's unique geography and climate, aimed at both variation and cohesion.
  - d. For each interchange, a context description and diagram identifying general design considerations for the area surrounding the interchange.
  - e. Suggestions for the integration of some of the initial branding and wayfinding graphic system outlined in the Corridors Plan, focused on opportunities to integrate these with other design concepts and elements.

## SARGENT TOWN PLANNING

- f. Two or three potential overall design themes for consideration and discussion.

*Deliverables: Design concepts summary PowerPoint presentation.*

- 3. **Review Meeting:** We will attend a second meeting in Lancaster, to review the Draft Framework materials with you and City staff. Goals for this meeting would include the review and discussion of the alternatives developed in Task 2, and the identification of the preferred themes, elements and design palettes. We anticipate that discussion will be focused on implementation techniques and challenges, to help inform the organization, content and format of the Draft Corridor Framework as a useful and effective implementation tool.

*Deliverables: Meeting notes.*

- 4. **Draft Corridor Framework:** Based on the discussion and direction in Task 3, we will organize the agreed upon concepts, diagrams, design element types, and coordination procedures into a Draft 138 Corridor Framework document. The document will be simply formatted, including diagrams and sketched, photographs of examples of recommended design elements, and short narrative descriptions of general design intent. As discussed and agreed in Task 3, the document will include recommendations for design review and coordination procedures that may be employed by City staff as they manage the upcoming interchange design projects and the engineering teams responsible for each. We expect, subject to your agreement, that the Corridor Framework would include:

- a. Diagrams, short narratives and illustrations – primarily photographs – describing the overall vision and major design themes for the 138 Corridor.
- b. Descriptions and illustrations of the primary design elements expected to contribute to the Corridor, including but not limited to landscape types, wall and bridge types, graphic elements, and potentially public art elements.
- c. Implementation recommendations and suggestions related to the coordination and integration of individual improvement projects.

*Deliverables: Draft 138 Corridor Framework*

- 5. **Corridor Framework Report:** When the City has had an opportunity to review the Draft Corridor Framework, we will meet with City staff to review and discuss all questions and comments. Based on that meeting we will make minor graphic and editorial changes as requested, and will deliver the 138 Corridor Framework report to you.

*Deliverables: 138 Corridor Framework Report, in high resolution PDF format.*



# SARGENT TOWN PLANNING

**Proposed Schedule and Professional Fees**

We propose to provide these services within the months of June, July and August– assuming authorization to proceed by the 10<sup>th</sup> of June – for the fees outlined below. The fees are based on our customary billing rates, on which our fees for any requested additional services – if authorized in advance in writing – would be based.

Task	Principal	Senior Urban Planner	Senior Urban Designer	Principal Landscape Architect	Urban Designer	Task Subtotals
	\$190	\$160	\$160	\$180	\$130	
1 Kickoff Meeting	4	4		4		\$2,120
2 Design Concepts	16	16	32	32	32	\$20,640
3 Review Meeting	4	4		4		\$2,120
4 Draft Corridor Framework	12	32		4	24	\$11,240
5 Corridor Framework Report	8	16		4	24	\$7,920
Professional Fee Subtotal	\$8,360	\$11,520	\$5,120	\$8,640	\$10,400	\$44,040

**Schedule of Hourly Rates**

Principal .....	\$190
Senior Urban Planner/Project Manager .....	\$160
Senior Urban Designer.....	\$160
Principal Landscape Architect .....	\$180
Urban Designer/Landscape Architect.....	\$130

**Reimbursable Expenses**

We propose to absorb the minimal costs of travel to and from Lancaster and printing of any hard copy progress drafts for internal use as overhead. To save paper and cost we propose to provide deliverables to the City in electronic form, either PowerPoint or high quality PDFs for printing. We will be glad to provide hard copies, if requested, at our in-house printing rates, which are generally lower than commercial printing houses, and of comparable quality.

If you have any questions or comments on this proposal, please do not hesitate to contact me at any time. We appreciate this opportunity to offer our services to the City of Lancaster and look forward to working with you on this interesting assignment.

Sincerely,

SARGENT TOWN PLANNING, INC.



David Sargent, President

**ADDITIONAL AUTHORIZATION NO. 1**

TASK 1, ITEM 5  
PUBLIC OUTREACH PROPOSAL

# Kimley»Horn

February 10, 2015

Ms. Marissa Diaz, P.E.  
Senior Civil Engineer  
Public Works Capitol Engineering Group  
City of Lancaster  
Lancaster, CA

RE: Outreach Program Phase 1 - Measure R Program Interchanges

Dear Marissa,

As we have been discussing over the past few months, we propose to approach the outreach efforts on an overall corridor basis for the City of Lancaster Measure R Program Interchange Projects. This will provide a consistent approach to the outreach for each project and provide an opportunity to collectively present the program to various stakeholders. Following our meeting in mid-December, Baker/RBF put together the attached proposal based on the feedback provided.

The initial phase of the proposed outreach program includes the following elements:

- Kickoff Meeting with City
- Project Branding and Messaging
- Public Participation Plan
- Project Website
- Project Informational Brochure
- Informational "Roadshow" Presentations
- Stakeholder Workshops (one scoping meeting for each project)
- Support to the Website answering questions
- Management and Coordination

We propose to have Baker/RBF manage the program outreach as outlined in their proposal. Susan Harden will lead the effort and is very familiar with the City of Lancaster through her previous work for the City and has committed to be the point of contact for the outreach program.

The cost of this first phase of the program will not exceed \$66,000 and will be completed per the scope of services provided by Baker/RBF in the attached proposal.

Please let me know if you have any questions or need any additional information.

Sincerely,

Kimley-Horn and Associates, Inc.



Robert D. Blume, P.E.  
Consultant Program Manager

## SR-138 Capacity Enhancements | *Phase 1 Public Outreach Scope*

• Avenue G • Avenue J • Avenue K • Avenue L • Avenue M •

---

The following draft scope of work provides key tasks necessary to initiate the public outreach for the SR-138 Capacity Enhancements. It includes a public participation plan, public information tools, stakeholder workshops, and outreach coordination. A final task and associated fee allows for additional public involvement activities that may not be specifically described in the scope of work.

### **Task 1: Kick-off Meeting**

The RBF Outreach team will facilitate an interactive kick-off meeting with City staff, project team members, Caltrans and others to discuss the corridor outreach process and approach. During the meeting, a thorough stakeholder analysis will be initiated and the Phase 1 outreach program and schedule will be discussed.

Key objectives of this meeting are to:

- Initiate a stakeholder analysis
- Review scope of work, deliverables, and schedule
- Discuss design and type of outreach materials
- Outline draft outreach plan and schedule
- Discuss project branding and messaging
- Begin development of the Public Participation Plan

#### *Task 1 Deliverables*

---

- Meeting notes

### **Task 2: Project Branding & Messaging**

Using an eye-catching design formatted for print and online, the RBF Team will develop three (3) draft logos for staff review. Additionally, RBF will prepare a draft “elevator speech” and key talking points for the SR 138 project. The talking points will be developed with input from City staff and the project team to ensure consistent messaging. The RBF Team will refine one logo/brand for use during the outreach process and finalize talking points/message with input from the project team, and present back to the City.

#### *Task 2 Deliverables*

---

- Three (3) draft logos and branding theme
- One (1) final logo and branding theme
- Project talking points / message

### **Task 3: Draft Public Participation Plan**

Incorporating information from the kick-off meeting, the RBF Team will draft a comprehensive Public Participation Plan for Phase 1. The Plan will include elements necessary for the RBF Team and the project team to ensure active public participation and awareness. The Public Participation Plan will include, at a minimum:

- Stakeholder analysis
- Notification strategies
- Outreach activities
- Schedule
- Responsibilities
- Social media and local media strategy
- Media contacts and strategy (as determined with the City Communications )
- Language translation and interpretation needs

#### *Task 3 Deliverables*

---

- Draft Public Participation Plan
- Final Draft Public Participation Plan

### **Task 4: Project Website**

The RBF Team will design and host a website that provides 24-hour access to information about the SR-138 Capacity Enhancements. The website design will utilize the branding and messaging determined in Task 2 and may include the following sections:

- About the Project
- Project Goals
- Latest News
- Project Team
- Get Involved
- Documents/Information
- Subscribe
- Contact

RBF will work with the project team in designing the structure and providing content. The site will be updated as necessary to reflect new materials and updates. In addition to a written description of the project, a simple informational video describing the interchange enhancements and the goals of the project will be embedded on the website. This video may include a narrated flyover using Google Earth, photographs, and interview excerpts with the mayor and/or other city officials. The community will also be invited to subscribe to email updates.

#### *Task 4 Deliverables*

---

- One (1) draft website mockup
- One (1) revised website design mock-up
- One (1) final website design

### **Task 5: Project Informational Brochure**

The RBF Team will prepare an informational brochure describing the SR-138 project, highlighting unique features of each interchange enhancement. The piece will be developed to be used throughout the process and will include the project website and contact information. It will be available for download on the website, while copies of the brochure can be distributed at informational meetings and be available at public locations such as City Hall and the Library.

#### *Task 5 Deliverables*

---

- One (1) draft PDF brochure
- One (1) final PDF brochure

### **Task 6: Informational “Roadshow” Presentations**

Using a “go to them” strategy, RBF will host up to ten (10) informational “roadshow” presentations with organized groups based on the stakeholder analysis. The level of outreach required for each interchange will vary, but the “roadshows” could include major shopping centers like the Antelope Valley Center Shopping Center, cultural and social stakeholders like the Antelope Valley Fair and the Rotary Club, hospitals including the Antelope Valley Hospital, and schools and colleges in the area.

A short PowerPoint and/or set of display boards and handouts (a.k.a. the “roadshow”) will be prepared for use at these meetings, and made available for staff use at additional meetings if desired.

#### *Task 7 Deliverables*

---

- One RBF staff providing up to ten (10) presentations
- PowerPoint presentation
- Display boards and handouts

### **Task 8: Stakeholder Workshops (5)**

RBF will host five (5) environmental scoping meetings or focused workshops for the community to have the opportunity to consult on the environmental impacts of each interchange capacity enhancement before the draft EIR is created. The scoping meetings are part of a process of defining and refining the scope of an environmental impact report (EIR) and the alternatives to be investigated. Affected property owners and other stakeholders can provide detailed comments about issues pertaining to their properties. For example, stakeholders can provide information on sensitive environmental features in the project area; suggest alternatives to be evaluated; or help identify construction constraints.

#### *Task 8 Deliverables*

---

- Five (5) public notices and / or flyer
- Five facilitated public meetings

- PowerPoint presentation
- Display boards and handouts

### **Task 9: Questions/Comments**

RBF will coordinate responses to public questions and comments about the SR-138 Capacity Enhancements project. Answers to questions routed through the project website or through the City will be facilitated by RBF to either connect with appropriate City/project staff or provide project information.

#### *Task 9 Deliverables*

---

- Coordination of and response to public Q&A – assumes approximately 4 hours per month

### **Task 10: Management & Coordination**

To ensure that the public outreach is well coordinated, the RBF Team will communicate regularly with the project teams and City staff, both in person and via email/phone. Coordination will include attending meetings of individual interchange teams, specifically scheduled outreach meetings, and City meetings as appropriate.

#### *Task 10 Deliverables*

---

- Coordination and meeting attendance - assumes approximately 8 hours per month

### **Task 11: Additional Outreach & Engagement**

As the need arises and as approved by the City, RBF will host workshops, develop articles and handouts, facilitate additional stakeholder meetings, etc. A contingency budget has been included for this task.

**ADDITIONAL AUTHORIZATION NO. 1**

TASK 2, ITEM 1  
PLANNING PHASE SERVICES  
AVENUE J INTERCHANGE PROPOSAL



## Scope of Work

### SR-14(SR-138)/Avenue J Interchange Improvements Project Study Report – Project Development Support

#### Background

The project study area is in City of Lancaster and includes SR-138(SR-14) between Lancaster Boulevard and Avenue J-8, Avenue J between 15<sup>th</sup> Street West and 25<sup>th</sup> Street West, and 22<sup>nd</sup> Street West from Avenue J to Avenue J-4.

The purpose of this project is to reduce congestion and improve operational capacity at the SR-138/Avenue J Interchange and the surrounding local streets, while providing a more appealing environment for pedestrians and bicyclist as well as other context sensitive solutions such as improved way-finding.

In October 2014, Caltrans agreed to a more streamlined approach to complete the PSR-PDS for the City of Lancaster projects funded through construction for SR-138(SR-14). Caltrans also provided a copy of a recently approved PSR-PDS as an example, which contained a “mini-PEAR” and an abbreviated SWDR format.

#### Scope of Work

##### **Task 1. Project Management**

Kimley-Horn & Associates and its subconsultants (Kimley-Horn) will provide project management for the duration of the project, and coordinate with Metro, Caltrans and other key stakeholders. Kimley-Horn will attend a project kick-off meeting with City of Lancaster and Caltrans, and monthly progress meetings to coordinate work. Deliverables will include:

- Monthly invoices with progress reports
- Project schedule and any updates
- Agendas and meeting notes for the kick-off and monthly progress meetings

##### Task 1 assumptions:

- 6-month schedule from NTP to Caltrans' approval of PSR-PDS

##### **Task 2. Data Collection**

Kimley-Horn will assemble and review existing information and resource material available for the project, including as-built drawings, aerial photographs and mapping, right of way and utility maps, and technical studies prepared by Caltrans or other agencies. Perform field reviews to document the condition of the existing roadways and design constraints.

Deliverables will include:

- Technical memorandum summarizing existing information and resource material and a description of the existing facility

##### **Task 3. Purpose and Need**

Kimley-Horn will prepare a draft Purpose and Need statement for the project team's review based on the operational deficiencies with the existing roadways as well as the City's future plan for the project study area. Kimley-Horn will include a description of operational deficiencies on the SR-138 mainline, SR-138 ramps at Avenue J and Avenue J-8, and local streets within the project study area using available traffic data (refer to Task 4 for related work).

Deliverables will include:

- Draft Purpose and Need Statement

#### **Task 4. Preliminary Traffic Evaluation**

Kimley-Horn will coordinate with City or City's traffic consultant on the development of the required traffic operational analysis in both existing and Year 2040 conditions. Kimley-Horn will review available traffic operational analysis and prepare a description of operational deficiencies on the existing facilities within the project study area.

Deliverables will include:

- Technical memorandum summarizing operational deficiencies on the existing facility

#### **Task 4 assumptions:**

- City of provide traffic operational analysis in the existing condition and Year 2040 condition for freeway mainline, ramp merges and diverges, weaving sections and intersections within the project study area
- No need to prepare the Traffic Engineering Performance Assessment (TEPA) checklist

#### **Task 5. Alternatives Development**

Kimley-Horn will develop alternatives that address the purpose and need and can be carried forward to the PA&ED phase. Schematic layout maps and typical cross-sections will be prepared for each build alternatives for the project team to review. Below is a list of potential improvements based on our understanding of the project scope:

- New southbound on-ramp from Avenue J
- New northbound off-ramp to Avenue J
- Modification to southbound on-ramp from Avenue J-8
- Modification to northbound off-ramp to 20<sup>th</sup> Street West
- Improved intersection control at ramp termini on Avenue J and J-8 (such as signals, roundabouts, etc.)
- Widening of 20<sup>th</sup> Street West Overcrossings and Avenue J-8 Overcrossings to accommodate ramp additions at Avenue J and Avenue J-8 Interchanges
- Improved pedestrian and bike access within the project study area, including a new Class I Bike Path along the Amargosa Creek between Lancaster Boulevard and Avenue J-8, and closure of sidewalk gaps on Avenue J
- Landscaping and possible raised median on 22<sup>nd</sup> Street West
- Landscaping within interchanges
- Improved way-finding
- Drainage improvements to meet agency requirements

- Other context sensitive solutions within the project study area

**Deliverables:**

- Schematic layout maps and typical cross-sections for each build alternative

**Task 5 assumptions:**

- Up to 3 Build Alternatives will be developed

**Task 6. PSR-PDS Preparation**

Kimley-Horn will prepare a description for each build alternatives that will be carried forward in the PA&ED phase. The resources or costs needed to complete the PA&ED phase of the project will be identified.

Kimley-Horn will evaluate each build alternative and identify nonstandard design features if applicable. A design standard risk assessment will be prepared as needed to assess the probability of obtaining approval from Caltrans on the nonstandard design feature.

**Attachments to the report will include:**

- Location and/or vicinity map
- Schematic maps of project alternatives
- Typical cross sections
- Capital Outlay Project Estimate
- Mini-PEAR (refer to Task 7 for scope of work)
- Right of Way Conceptual Cost Estimate Component
- Risk Register
- An abbreviated Stormwater Data Report: document site data and storm water quality design issues, including a preliminary discussion of evaluation of design pollution prevention BMPs and treatment BMP strategy.

**Task 6 assumptions:**

- Transportation Planning Scoping Information Sheet not needed
- TEPA not needed
- Division of Engineering Services PSR-PDS Scoping Checklist not needed
- PSR-PDS Survey Needs Questionnaire not needed

**Task 7. Mini-Preliminary Environmental Analysis Report (Mini-PEAR)**

Kimley-Horn will prepare a Mini-PEAR to identify environmental issues, constraints, technical studies and corresponding resource needed to complete the PA&ED phase. Findings provided by this report are approximate and based on a review of existing records, databases and mapping tools to estimate the potential for probable environmental effects.

**Task 7 assumptions:**

- PEAR Technical Summaries typically required for a full PEAR are not needed

**SR-138(SR-14)/Avenue J Interchange Improvements**  
Draft Fee Proposal



Task Description	Project	Sr Roadway	Sr Traffic	Analyst	Clencal	Total Hours	KHA Fees	KHA	ODC's	GPA Fees with 10% Markup	Total Fees
	Manager	Engineer	Engineer								
Billing rate	\$ 210	\$ 146	\$ 168	\$ 110	\$ 85				5%		
<b>1.0 PROJECT MANAGEMENT</b>	78	15	15	0	0	108	\$ 22,870	\$ 1,258	\$ -	\$ -	\$ 26,425
Project Management	48					48	\$ 14,160	\$ 708	\$ -	\$ -	\$ 14,868
Meetings	30	15	15			60	\$ 11,010	\$ 551	\$ -	\$ -	\$ 11,561
<b>2.0 DATA COLLECTION</b>	16	10	0	80	20	132	\$ 28,196	\$ 810	\$ -	\$ -	\$ 29,006
Field Review	8	8		40		56	\$ 7,248	\$ 362	\$ -	\$ -	\$ 7,610
Assemble and Review Existing Info	8	8		40	20	76	\$ 8,948	\$ 447	\$ -	\$ -	\$ 9,395
<b>3.0 PURPOSE AND NEED</b>	30	0	20	0	0	50	\$ 9,660	\$ 483	\$ -	\$ -	\$ 10,143
Draft P&N Statement	20		10			30	\$ 5,880	\$ 294	\$ -	\$ -	\$ 6,174
Final P&N Statement	10		10			20	\$ 3,780	\$ 189	\$ -	\$ -	\$ 3,969
<b>4.0 PRELIMINARY TRAFFIC EVALUATION</b>	20	0	80	0	0	100	\$ 17,640	\$ 882	\$ -	\$ -	\$ 18,522
Coordinate with City and City's Consultant on Traffic An	10		40			50	\$ 8,820	\$ 441	\$ -	\$ -	\$ 9,261
Review Analysis and Summarize Deficiencies	10		40			50	\$ 8,820	\$ 441	\$ -	\$ -	\$ 9,261
<b>5.0 ALTERNATIVES DEVELOPMENT</b>	30	10	50	520	0	690	\$ 85,040	\$ 4,252	\$ -	\$ -	\$ 89,292
Base Map (aerial and R/W)				40		40	\$ 4,400	\$ 220	\$ -	\$ -	\$ 4,620
Draft Geometric Layout and Typ X-sections (3 Alts)	20	80	40	400		540	\$ 66,600	\$ 3,330	\$ -	\$ -	\$ 69,930
Final Geometric Layout and Typ X-sections (3 Alts)	10	10	10	80		110	\$ 14,040	\$ 702	\$ -	\$ -	\$ 14,742
<b>6.0 PSR-PDS PREPARATION</b>	45	10	15	290	20	490	\$ 57,250	\$ 2,863	\$ -	\$ -	\$ 60,113
Capital outlay cost estimate	5	10	10	80		105	\$ 12,990	\$ 650	\$ -	\$ -	\$ 13,640
Right of way estimate	5	10		20		35	\$ 4,710	\$ 236	\$ -	\$ -	\$ 4,946
Risk register	10	10		10		30	\$ 4,660	\$ 233	\$ -	\$ -	\$ 4,893
Mini SWDR	5	10		40		55	\$ 6,910	\$ 346	\$ -	\$ -	\$ 7,256
Draft PSR-PDS Report	10	20	5	80	10	125	\$ 15,510	\$ 776	\$ -	\$ -	\$ 16,286
Revised Draft PSR-PDS Report	5	10		40	5	60	\$ 7,335	\$ 367	\$ -	\$ -	\$ 7,702
Final PSR-PDS Report	5	10		20	5	40	\$ 5,135	\$ 257	\$ -	\$ -	\$ 5,392
<b>7.0 Mini PEAR</b>	5	0	0	0	0	5	\$ 1,050	\$ 53	\$ 15,472	\$ -	\$ 16,574
Mini PEAR	5					5	\$ 1,050	\$ 53	\$ 15,472	\$ -	\$ 16,574
<b>TOTAL ALL TASKS</b>	224	701	380	890	85	1583	\$ 212,086	\$ 10,500	\$ 15,472	\$ -	\$ 238,078

**ADDITIONAL AUTHORIZATION NO. 1**

TASK 2, ITEM 2  
PLANNING PHASE SERVICES  
AVENUE L INTERCHANGE PROPOSAL

## **Scope of Work**

SR-14/(SR-138)/Avenue L Interchange Improvements

Project Study Report – Project Development Support

### **Background**

The project study area is in City of Lancaster and includes SR-138(SR-14) between Avenue K-8 and Avenue L-8, and Avenue L between 10<sup>th</sup> Street West and 15<sup>th</sup> Street West.

The purpose of this project is to reduce congestion and improve operational capacity at the SR-138/Avenue L Interchange and the surrounding local streets, while providing a more appealing environment for pedestrians and bicyclist as well as other context sensitive solutions such as improved way-finding.

In October 2014, Caltrans agreed to a more streamlined approach to complete the PSR-PDS for the City of Lancaster projects funded through construction for SR-138(SR-14). Caltrans also provided a copy of a recently approved PSR-PDS as an example, which contained a “mini-PEAR” and an abbreviated SWDR format.

### **Scope of Work**

#### **Task 1. Project Management**

Kimley-Horn & Associates and its subconsultants (Kimley-Horn) will provide project management for the duration of the project, and coordinate with Metro, Caltrans and other key stakeholders. Kimley-Horn will attend a project kick-off meeting with City of Lancaster and Caltrans, and monthly progress meetings to coordinate work. Deliverables will include:

- Monthly invoices with progress reports
- Project schedule and any updates
- Agendas and meeting notes for the kick-off and monthly progress meetings

#### **Task 1 assumptions:**

- 6-month schedule from NTP to Caltrans’ approval of PSR-PDS

#### **Task 2. Data Collection**

Kimley-Horn will assemble and review existing information and resource material available for the project, including as-built drawings, aerial photographs and mapping, right of way and utility maps, and technical studies prepared by Caltrans or other agencies. Perform field reviews to document the condition of the existing roadways and design constraints.

Deliverables will include:

- Technical memorandum summarizing existing information and resource material and a description of the existing facility

#### **Task 3. Purpose and Need**

Kimley-Horn will prepare a draft Purpose and Need statement for the project team's review based on the operational deficiencies with the existing roadways as well as the City's future plan for the project study area. Kimley-Horn will include a description of operational deficiencies on the SR-138 mainline, SR-138 ramps at Avenue L, and local streets within the project study area using available traffic data (refer to Task 4 for related work).

Deliverables will include:

- Draft Purpose and Need Statement

#### **Task 4. Preliminary Traffic Evaluation**

Kimley-Horn will coordinate with City or City's traffic consultant on the development of the required traffic operational analysis in both existing and Year 2035 conditions. Kimley-Horn will review available traffic operational analysis and prepare a description of operational deficiencies on the existing facilities within the project study area.

Deliverables will include:

- Technical memorandum summarizing operational deficiencies on the existing facility

#### **Task 4 assumptions:**

- City of provide traffic operational analysis in the existing condition and Year 2035 condition for freeway mainline, ramp merges and diverges, weaving sections and intersections within the project study area
- No need to prepare the Traffic Engineering Performance Assessment (TEPA) checklist

#### **Task 5. Alternatives Development**

Kimley-Horn will develop alternatives that address the purpose and need and can be carried forward to the PA&ED phase. Schematic layout maps and typical cross-sections will be prepared for each build alternatives for the project team to review. Below is a list of potential improvements based on our understanding of the project scope:

- Realignment of all four on-ramps from Avenue L to eliminate high speed entrance ramp geometry.
- Modifications to Avenue L approaching ramp termini
- Roundabout at ramp termini on Avenue L.
- Improved pedestrian and bike access within the project study area
- Improved way-finding
- Drainage improvements to meet agency requirements
- Other context sensitive solutions within the project study area

Deliverables:

- Schematic layout maps and typical cross-sections for each build alternative

#### **Task 5 assumptions:**

- Up to 3 Build Alternatives will be developed

#### **Task 6. PSR-PDS Preparation**

Kimley-Horn will prepare a description for each build alternatives that will be carried forward in the PA&ED phase. The resources or costs needed to complete the PA&ED phase of the project will be identified.

Kimley-Horn will evaluate each build alternative and identify nonstandard design features if applicable. A design standard risk assessment will be prepared as needed to assess the probability of obtaining approval from Caltrans on the nonstandard design feature.

Attachments to the report will include:

- Location and/or vicinity map
- Schematic maps of project alternatives
- Typical cross sections
- Capital Outlay Project Estimate
- Mini-PEAR (refer to Task 7 for scope of work)
- Right of Way Conceptual Cost Estimate Component
- Risk Register
- An abbreviated Stormwater Data Report: document site data and storm water quality design issues, including a preliminary discussion of evaluation of design pollution prevention BMPs and treatment BMP strategy.

#### **Task 6 assumptions:**

- Transportation Planning Scoping Information Sheet not needed
- TEPA not needed
- Division of Engineering Services PSR-PDS Scoping Checklist not needed
- PSR-PDS Survey Needs Questionnaire not needed

#### **Task 7. Mini-Preliminary Environmental Analysis Report (Mini-PEAR)**

Kimley-Horn will prepare a Mini-PEAR to identify environmental issues, constraints, technical studies and corresponding resource needed to complete the PA&ED phase. Findings provided by this report are approximate and based on a review of existing records, databases and mapping tools to estimate the potential for probable environmental effects.

#### **Task 7 assumptions:**

- PEAR Technical Summaries typically required for a full PEAR are not needed



**SR-138(SR-14)/Avenue L Interchange Improvements**  
Draft Fee Proposal



Task Description	Project	Sr Roadway	Sr Traffic	Analyst	Clerical	Total Hours	KHA Fees	KHA	ODC's	GPA Fees with 10% Markup	Total Fees
	Manager	Engineer	Engineer								
Billing rate	\$ 210	\$ 146	\$ 168	\$ 110	\$ 85					5%	
<b>1.0 PROJECT MANAGEMENT</b>	78	15	15	0	0	108	\$ 22,870	\$ 1,259	\$ -	\$ -	\$ 24,129
Project Management	48				48	96	\$ 14,160	\$ 708	\$ -	\$ -	\$ 14,868
Meetings	30	15	15			60	\$ 11,010	\$ 551	\$ -	\$ -	\$ 11,561
<b>2.0 DATA COLLECTION</b>	18	18	0	80	20	132	\$ 16,196	\$ 810	\$ -	\$ -	\$ 17,006
Field Review	8	8		40		56	\$ 7,248	\$ 362	\$ -	\$ -	\$ 7,610
Assemble and Review Existing Info	8	8		40	20	76	\$ 8,948	\$ 447	\$ -	\$ -	\$ 9,395
<b>3.0 PURPOSE AND NEED</b>	30	0	20	0	0	50	\$ 9,660	\$ 483	\$ -	\$ -	\$ 10,143
Draft P&N Statement	20		10			30	\$ 5,880	\$ 294	\$ -	\$ -	\$ 6,174
Final P&N Statement	10		10			20	\$ 3,780	\$ 189	\$ -	\$ -	\$ 3,969
<b>4.0 PRELIMINARY TRAFFIC EVALUATION</b>	26	0	80	0	0	106	\$ 17,640	\$ 812	\$ -	\$ -	\$ 18,452
Coordinate with City and City's Consultant on Traffic An	10		40			50	\$ 8,820	\$ 441	\$ -	\$ -	\$ 9,261
Review Analysis and Summarize Deficiencies	10		40			50	\$ 8,820	\$ 441	\$ -	\$ -	\$ 9,261
<b>5.0 ALTERNATIVES DEVELOPMENT</b>	30	90	50	440	0	610	\$ 76,240	\$ 3,812	\$ -	\$ -	\$ 80,052
Base Map (aerial and R/W)				40		40	\$ 4,400	\$ 220	\$ -	\$ -	\$ 4,620
Draft Geometric Layout and Typ X-sections (3 Alts)	20	80	40	320		460	\$ 57,800	\$ 2,890	\$ -	\$ -	\$ 60,690
Final Geometric Layout and Typ X-sections (3 Alts)	10	10	10	80		110	\$ 14,040	\$ 702	\$ -	\$ -	\$ 14,742
<b>6.0 PSR/PDS PREPARATION</b>	45	80	15	270	20	430	\$ 56,060	\$ 2,751	\$ -	\$ -	\$ 57,811
Capital outlay cost estimate	5	10	10	60		85	\$ 10,790	\$ 540	\$ -	\$ -	\$ 11,330
Right of way estimate	5	10		20		35	\$ 4,710	\$ 236	\$ -	\$ -	\$ 4,946
Risk register	10	10		10		30	\$ 4,660	\$ 233	\$ -	\$ -	\$ 4,893
Mini SWDR	5	10		40		55	\$ 6,910	\$ 346	\$ -	\$ -	\$ 7,256
Draft PSR-PDS Report	10	20	5	80	10	125	\$ 15,510	\$ 776	\$ -	\$ -	\$ 16,286
Revised Draft PSR-PDS Report	5	10		40	5	60	\$ 7,335	\$ 367	\$ -	\$ -	\$ 7,702
Final PSR-PDS Report	5	10		20	5	40	\$ 5,135	\$ 257	\$ -	\$ -	\$ 5,392
<b>7.0 Mini PEAR</b>	5	0	0	0	0	5	\$ 1,050	\$ 53	\$ 15,472	\$ -	\$ 16,574
Mini PEAR	5					5	\$ 1,050	\$ 53	\$ 15,472	\$ -	\$ 16,574
<b>TOTAL ALL TASKS</b>	229	201	180	780	85	1483	\$ 201,006	\$ 10,050	\$ 15,472	\$ -	\$ 226,528

EXHIBIT "B"

ADDITIONAL AUTHORIZATION NO. 1  
PAYMENT CLAUSE

The City of Lancaster shall reimburse the CONSULTANT for actual costs, including labor costs and employee benefits incurred by the CONSULTANT in performance of the work for Additional Authorization No. 1, in an amount Not to Exceed \$850,933.00, for a total amount Not to Exceed \$2,592,313.00.

Actual costs shall not exceed the estimated wage rates and other costs as set forth in the CONSULTANT'S proposal. Source documentation supporting billed costs must be submitted with invoice. CONSULTANT shall provide a cost breakdown with hourly rates for each office and field function in the event that additional work is required beyond the not to exceed fee given. Any additional work will require a separate Authorization for Consultant Services signed by both parties.

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

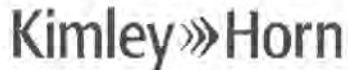


May 14 2015 9:34 AM

---

Enda Melvin, Senior Vice President  
Kimley-Horn and Associates, Inc.

# EXHIBIT "B"



## NOT INCLUDED IN ADDITIONAL AUTHORIZATION NO. 1

A contract modification will be required to allow this corridor study approach and to allow Kimley-Horn to complete the Streamlined PIDs' as proposed.

The contract modification required to complete this work is summarized below:

Corridor Approach/Studies	Sub Consultant Firm	Cost
Traffic Forecasting and Methodology	Fehr and Peers	\$66,000
Optional Traffic Analysis	Fehr and Peers	\$55,000
Optional Sensitivity Analysis & Phasing	Fehr and Peers	\$57,200
Optional Interchange Updated Forecasts	Fehr and Peers	\$11,000
Existing Hydrology	Penfield and Smith/Stantec	\$62,260
Optional Build-Out Hydrology	Penfield and Smith/Stantec	\$42,460
Aesthetic Framework Master Plan	Sargent Town Planning	\$48,450
Public Outreach	Baker/RBF	\$66,000
Environmental Existing Setting Studies	GPA Environmental	\$143,617
<b>Total</b>		<b>\$551,987</b>

## Streamlined PID's for Avenue J and Avenue L

Streamlined PID's	Consultant Firm	Cost
Avenue J Interchange	Kimley-Horn	\$238,078
Avenue L Interchange	Kimley-Horn	\$226,528
<b>Total</b>		<b>\$464,606</b>

The total required to amend the Kimley-Horn and Associates, Inc. Program Management Contract is **\$1,016,593**.

**ADDITIONAL AUTHORIZATION NO. 1 TOTAL = \$850,933**

REMAINING \$165,660 TO BE AUTHORIZED SEPERATELY AS NEEDED

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES is made and entered into this 23rd day of January, 2014, by and between the CITY OF LANCASTER, a municipal corporation, hereinafter referred to as OWNER, and KIMLEY-HORN AND ASSOCIATES, INC. hereinafter referred to as CONSULTANT.

RECITALS

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

**PROGRAM/PROJECT MANAGEMENT SERVICES  
FOR MEASURE R "HIGHWAY EQUITY" PROGRAM**

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: City of Lancaster.
- B. CONSULTANT: Kimley-Horn and Associates, 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                      Director of Public Works  
                                    City of Lancaster  
                                    44933 North Fern Avenue  
                                    Lancaster, California 93534

CONSULTANT              Enda Melvin, Senior Vice President  
                                    Kimley-Horn and Associates, Inc.  
                                    660 South Figueroa Street, Suite 1040  
                                    Los Angeles, California 90017

3. **Successors and Assigns.** The terms hereof shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto; provided, however, that no party hereto shall assign any of the benefits and burdens hereunder, whether voluntarily or by operation of law, without prior written consent of the other party, and any such assignments without said consent shall be void.

4. **Incorporation by Reference.** The CONSULTANT'S Proposal is hereby incorporated in and made a part of this AGREEMENT. CONSULTANT agrees to comply with all of the requirements set forth therein.

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

- First: This Document consisting of 17 pages, excluding paragraph 5
- Second: RFQ No. 574-14
- Third: The CONSULTANT'S Proposal

6. **Description of Work.** OWNER hereby engages CONSULTANT, and CONSULTANT accepts such engagement, to perform the technical and professional 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 Exhibit "A". The Director of Public Works 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 Director of Public Works, or his designee.

7. **Obligations of the OWNER.**

A. The total compensation to be paid by OWNER to CONSULTANT for all work and services described in Exhibit "A" is not to exceed \$ 1,741,380.00. 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.

8. **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.

9. **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.

10. **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.

11. **Amendments.** Any amendment, modification, or variation from the terms of this AGREEMENT shall be in writing and shall be effective only upon mutual written approval by the Director of Public Works and CONSULTANT.

12. **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.

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

14. **Termination for Cause.**

A. The governing board of the OWNER may, by written notice to CONSULTANT, terminate the whole or any part of this AGREEMENT in any of the following circumstances:

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

(2) 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, and in either of these circumstances does not correct such failure within a period of ten (10) days (or such longer period that OWNER may authorize in writing) after receipt of notice from OWNER specifying such failure.

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

C. If this AGREEMENT is terminated as provided above in paragraph A, OWNER may require CONSULTANT to provide all finished or unfinished documents, data, studies, drawings, maps, photographs, reports, etc., prepared by CONSULTANT. Upon such termination, CONSULTANT shall be paid an amount equal to the contract amount, less the cost of hiring another CONSULTANT to

complete CONSULTANT's services. In the event no new CONSULTANT is employed, CONSULTANT shall be paid an amount equal to the value of the work performed. In ascertaining the value of the work performed up to the date of termination, consideration shall be given to completed work and work in progress, complete and incomplete drawings, and other documents whether delivered to OWNER or in possession of CONSULTANT, and authorized reimbursement expenses.

D. If, after notice of termination of the AGREEMENT under the provisions of this Section, it is determined, for any reason, that CONSULTANT was not in default, or that the default was excusable, then the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 14.

15. **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.

16. **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	\$2,000,000
Per Project General Aggregate	\$5,000,000
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	\$5,000,000
<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	\$5,000,000
General Aggregate	\$5,000,000

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

C. The 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 City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City insured entities or the insurer shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

F. All insurance shall be primary and non-contributory as respects to the City insured entities. Any insurance or self-insurance maintained by the City 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 City 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 City 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 City with Certificates of Insurance and with original endorsements effecting coverage required by this contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

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

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

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

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

**PROGRAM/PROJECT MANAGEMENT SERVICES FOR MEASURE R  
"HIGHWAY EQUITY" PROGRAM**

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 a thirty (30) day 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 to the City's insured entities.

17. **Commencement and Completion of Work.** The execution of this AGREEMENT by the parties does not constitute an authorization to proceed. The services of CONSULTANT shall commence when the OWNER, acting by and through its Director of Public Works or his designee, has issued the Notice to Proceed.

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

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

A. If, at any time, the work is delayed due to suspension order by OWNER, or due to any other cause which, in the reasonable opinion of the OWNER, is unforeseeable and beyond the control and not attributable to the fault or negligence of CONSULTANT, then CONSULTANT shall be entitled to an extension of time equal to said delay, subject to the OWNER's right to terminate this AGREEMENT pursuant to Section 14.

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

C. No extension of time requested or granted hereunder shall entitle CONSULTANT to additional compensation unless, as a consequence of such extension, additional work must be

performed. In such event, OWNER shall in good faith consider any request for additional compensation submitted by CONSULTANT.

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

20. **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 Exhibit "A".

21. **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.

22. **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.

23. **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

24. **Governing Law.**

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

25. **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 said 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:   
*for* Robert C. Neal, Director of Public Works

Dated: 1-2-14

By:   
Mark V. Bozigian, City Manager

Dated: 1-16-14

“CONSULTANT”  
Kimley-Horn and Associates, Inc.

By:  Enda Melvin PE (CA PE No 49622)  
Enda Melvin, Senior Vice President

Dated: 12-18-2013

ATTEST:

KHACA  
03

  
Geri K. Bryan, CMC  
City Clerk

APPROVED AS TO FORM:

  
ALLISON E. BURNS, ESQ.  
City Attorney

## EXHIBIT "A"

### SCOPE OF SERVICES

At MTA's Planning and Programming Committee meeting on September 19, 2012, recommendations for funding multiple capacity enhancing projects along State Route 138 using Measure R funds were approved. Accordingly, the City has been identified as the Lead Agency on the following five projects: SR-138 (SR-14) Avenue M Interchange, SR-138 (SR-14) Avenue K Interchange, SR-138 (SR-14) Avenue G Interchange, SR-138 (SR-14) Avenue J Interchange and SR-138 (SR-14) Avenue L Interchange. The City, in cooperation with Caltrans and the Metropolitan Transit Authority (MTA), is planning to modify the geometry and/or capacity of each interchange. Project areas are within City and Caltrans right-of-way with the exception of Avenue G which also includes the County of Los Angeles, and Avenue M which also includes the County of Los Angeles and City of Palmdale. Modifications may include the interchange foot print and improvements to local intersecting streets. The project may include bridge widening, interchange geometric enhancements, traffic signals or other traffic control improvement, landscaping, intersection modifications, pedestrian and cycling improvements and other context sensitive solutions.

The work to be performed under this contract shall include overall program and project management for the Measure R "Highway Equity" projects. This work includes filling a project manager role for the City throughout the life of the Measure R capital projects (including preliminary planning, environmental clearance, final design and construction) and project oversight responsibilities.

The initial performance period (contract term) will be for five years from approximately December 2013 through June 30, 2018. The City may request to extend the performance period for up to two (2) additional one (1) year periods: Option Year 1 (July 1, 2018 to June 30, 2019) and Option Year 2 (July 1, 2019 to June 30, 2020). Performance extensions and additional terms shall be approved in writing by both parties.

Consultant agrees that the Program/Project Manager listed herein is an essential element of this Agreement and that reassigning or reducing the commitment of that position without the prior approval of City will result in damages being sustained by City. Since it is not practical or feasible to determine the exact actual amount of such damage, it is further agreed that should Consultant reassign or reduce the commitment of the Program/Project Manager within the first two (2) years of their employment on the project without City's approval, Consultant shall provide a suitable replacement, subject to the approval of City. Consultant shall neither charge City for the first one hundred twenty (120) person hours of work of the replacement personnel on the project nor be reimbursed for any relocation or other costs associated with such change.

The Authority will not require the 120 hour credit should a key person leave for reasons outside of Consultant's control.

The Consultant shall work with Caltrans District 7 offices, structures and headquarters office engineer. In addition, the Consultant shall implement and execute project management controls including scope definition and scope control, project scheduling, cost estimating, financial and fiscal management, as well as experience in developing monitoring reports and performing trend analysis to detect and correct project delivery deficiencies. The Consultant will provide general project document control; develop and review invoices and reimbursements; developing project fact sheets, presentation and other reports and information.

The Consultant will often represent the City, serving as liaison to other agencies, consultants and the public. In this role as an extension to City staff, Consultant must adhere to the highest level of professionalism, ethics and accountability, acting in a responsible, mature and thoughtful manner expected of a public employee.

The Consultant will identify a transportation professional who will be available to the City – up to on a daily basis - as an adjunct to City staff. The Consultant shall supplement the assigned individual when necessary in resolving complex issues that inevitably arise in delivering transportation projects and programs.

Generally, the City is responsible to deliver Measure R projects that are on the State Highway System. The City may elect to use a variety of models to deliver its projects and project components, including: 1) partnering solely with Caltrans, 2) use of an integrated team comprised of Caltrans and consultants, or 3) contracting solely with consultants for project development services. The City shall also enter into contracts, cooperative agreements or Memorandums of Understanding (MOU) with other public agencies. In all cases the City assigns a Project Manager to organize, coordinate, oversee and monitor the performance of the project team. The Project Manager is responsible to organize a project development team, direct the work of consultants responsible for project components or other deliverables; coordinate with Caltrans for project development oversight, as appropriate; ensure that project and contract schedules, scope and budgets are established and achieved; and to generally ensure that the project is delivered consistent with the requirements of the MTA Funding Agreements for each project.

Accordingly, the City requires the following services:

The Consultant must identify a single Program/Project Manager who will coordinate with City management and staff to provide routine on-call services as an extension of City staff. It is anticipated that the Program/Project Manager will physically work at the City. Responsibilities of the Program/Project Manager include:

1. Program Management

- a) Assist staff in developing policies and procedures that will be used in the administration of programs and projects included in Measure R;
- b) Ensure that resources proposed for services have the necessary skills, tools, and experience to accomplish assigned work;
- c) Coordinate with and implement staff career development and training opportunities as it relates to locally funded projects on the state highway system;
- d) Assist the City in tasks necessary to expedite project delivery, trouble shoot, and resolve issues with Caltrans and other affected agencies that may hamper project delivery schedules;
- e) Assist in the selection of engineering, planning or other specialty consultants to perform studies, and design; and,
- f) Oversee development of program and project status reports.

2. Project Delivery Management

- a) Coordinate with Caltrans and project development consultants to ensure successful delivery of City Measure R projects;

- b) Develop and maintain a detailed financial plan, project phase and year of fund expenditure;
- c) Develop and maintain a detailed project activity and milestone schedule;
- d) Identify and develop strategies to mitigate project risks;
- e) Prepare MOU and Cooperative Agreements;
- f) Develop consultant scopes-of-work, and negotiate contract language on behalf of City;
- g) Manage consultant contracts for Project Initiation Document, Project Study Report, environmental clearances, final design, right-of-acquisition and ensure that associated project deliverables meet the project requirements and terms of consultant agreements;
- h) Monitor contract budgets, review and recommend approval of invoices, and coordinate/resolve budget issues;
- i) Interact with other public and regulatory agencies, utility companies and Caltrans to control project budgets and schedules;
- j) Monitor and review right-of-way acquisition processes, and coordinate transfer of title to appropriate entity;
- k) Attend project development team meetings and other stakeholder and community meetings as the City representative for the project;
- l) Employ project management and project control techniques to ensure projects are delivered within approved scope, schedule and budget;

### 3. Project Oversight and Delivery

- a) Coordinate with project proponents to initiate projects and project phases;
- b) Develop memorandum of understanding and cooperate agreements;
- c) Coordinate with project proponent to obtain project delivery status;
- d) Maintain project delivery schedules for each project based on periodic updates from proponents;
- e) Schedule projects for peer review consistent with City policies and assist in peer reviews of individual projects;
- f) Work with project proponents to expedite project delivery; and,
- g) Review and recommend approval of invoices.

### 4. Project Controls

- a) Maintains project inventory;
- b) Tracks project cost, schedule and scope;
- c) Tracks contracts, cooperative agreements, MOUs and resolutions by project;
- d) Maintains detailed financial plan for each project summarized by phase and fiscal year, including the amounts allocated to planned or executed contracts and agreements;
- e) Summarizes anticipated expenditures over time with the ability to segregate expenditures by quarter or fiscal year for budgeting, strategic planning and fund balance management activities; and,
- f) Provides tabular and graphical reports to illustrate project costs and schedules.

The Consultant shall develop and maintain hard-copy and electronic project filing systems, perform document management and maintain electronic records for the Program and each Project. Such records

shall be maintained and stored as such that the City has access at all times to program and project files. These documents shall be the property of the City.

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



Exhibit "A"

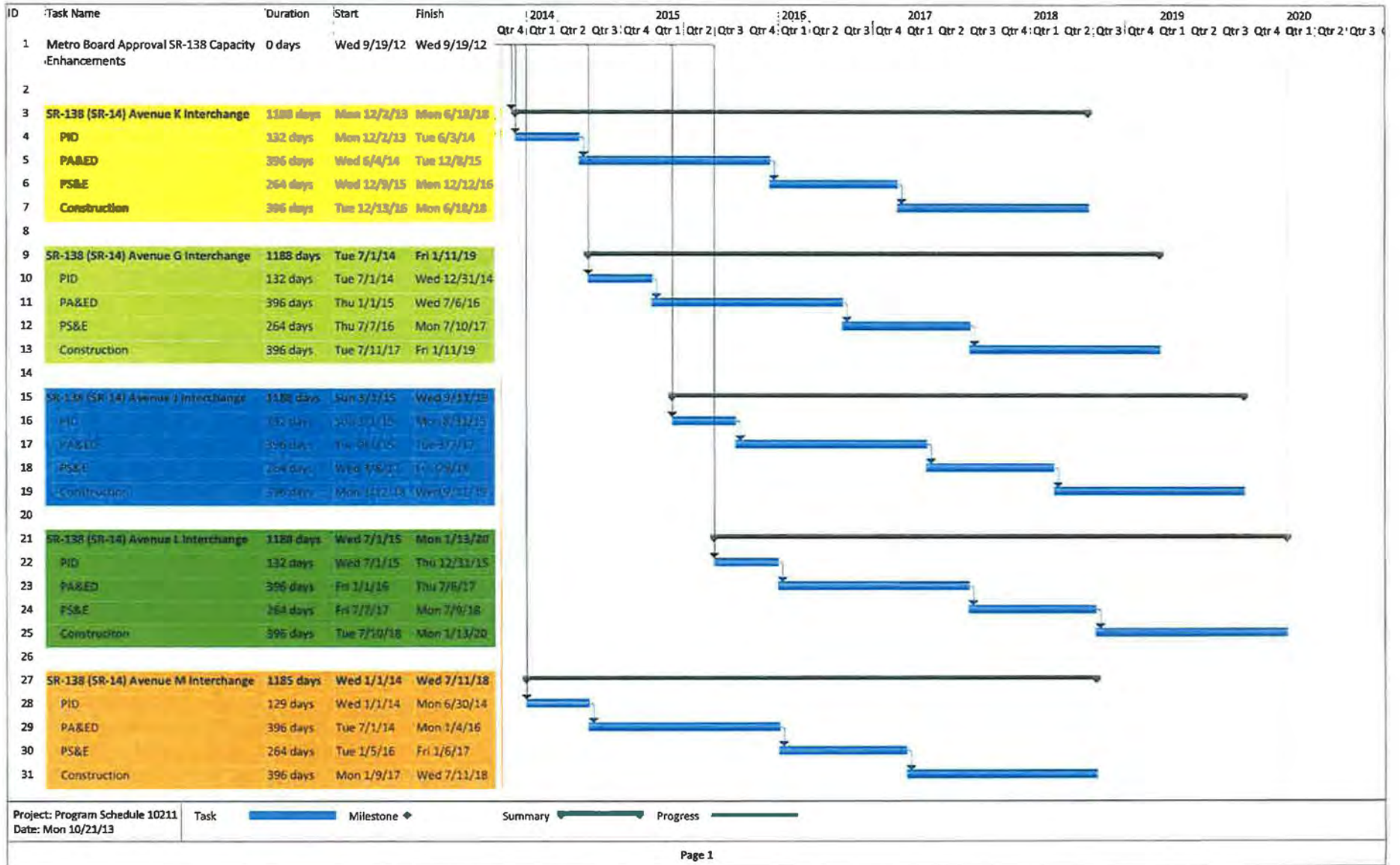


EXHIBIT "B"

PAYMENT CLAUSE

The City of Lancaster shall reimburse the CONSULTANT for actual costs, including labor costs and employee benefits incurred by the CONSULTANT in performance of the work, an amount Not to Exceed \$1,741,380.00. Actual costs shall not exceed the estimated wage rates and other costs as set forth in the CONSULTANT'S proposal. Source documentation supporting billed costs must be submitted with invoice. CONSULTANT shall provide a cost breakdown with hourly rates for each office and field function in the event that additional work is required beyond the not to exceed fee given. Any additional work will require a separate Authorization for Consultant Services signed by both parties.

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

The Consultant's hourly billing rates will remain fixed for the first year of the contract term after which the Consultant may request an escalation of hourly billing rates each year based on the annual percentage change of the Consumer Price Index (CPI) for Urban Wage Earners and Clerical Workers in the Los Angeles area. Any escalation request must be submitted in writing to the City, and the Consultant must provide acceptable documentation supporting this request. In no event will the percentage increase be greater than three percent (3%). No retroactive contract price adjustments will be allowed.

If a renewal offer is made by the City to the Consultant to extend the contract beyond the initial five (5) year contract term, then the Consultant may request a price adjustment to the hourly billing rates that would become effective as of the date of the renewal. Both parties must be in agreement and a written renewal offer signed, with the price adjustment terms included. The price for any product or service may not increase without written approval by the City.



Enda Melvin, Senior Vice President  
Kimley-Horn and Associates, Inc. KHACA

Exhibit "B"

City Of Lancaster - Measure R Program P/PM Contract RFO# 574-14  
Kimley-Horn and Associates, Inc (KHA) - Resource Loading

General Program Management Task		FY13-14		FY14-15		FY15-16		FY16-17		FY17-18		Summary	
		Hours/Yr	Costs/Yr	Hours/Yr	Costs/Yr	Hours/Yr	Costs/Yr	Hours/Yr	Costs/Yr	Hours/Yr	Costs/Yr	Hours	Costs
KHA	1 day per week	416	\$ 82,368	416	\$ 82,368	416	\$ 82,368	416	\$ 82,368	416	\$ 82,368	2080	\$ 411,840
Point C	1/2 day per month	48	\$ 9,400	48	\$ 9,400	48	\$ 9,400	48	\$ 9,400	48	\$ 9,400	240	\$ 47,000
GPA	1/2 day per month	48	\$ 7,392	48	\$ 7,392	48	\$ 7,392	48	\$ 7,392	48	\$ 7,392	240	\$ 36,960
Summary / Year		512	\$ 99,160	512	\$ 99,160	512	\$ 99,160	512	\$ 99,160	512	\$ 99,160	2560	\$ 495,800

SR - 118 (SR-14) Avenue K Interchange		FY13-14		FY14-15		FY15-16		FY16-17		FY17-18		Summary	
		Hours	Costs	Hours	Costs	Hours	Costs	Hours	Costs	Hours	Costs	Hours	Costs
PID	KHA	376	\$ 74,448	0	\$ -	0	\$ -	0	\$ -	0	\$ -	376	\$ 74,448
	Point C	94	\$ 18,409	0	\$ -	0	\$ -	0	\$ -	0	\$ -	94	\$ 18,409
P&ED	KHA	0	\$ -	188	\$ 37,224	188	\$ 37,224	0	\$ -	0	\$ -	376	\$ 74,448
	GPA	0	\$ -	94	\$ 14,476	47	\$ 7,238	0	\$ -	0	\$ -	141	\$ 21,714
PS&E	KHA	0	\$ -	0	\$ -	188	\$ 37,224	188	\$ 37,224	0	\$ -	376	\$ 74,448
	Misc	0	\$ -	0	\$ -	94	\$ 18,612	94	\$ 18,612	0	\$ -	188	\$ 37,224
Project Sub Total		470	\$ 92,857	282	\$ 51,700	517	\$ 100,298	282	\$ 55,836	0	\$ -	1551	\$ 300,691

SR - 118 (SR-14) Avenue G Interchange		FY13-14		FY14-15		FY15-16		FY16-17		FY17-18		Summary	
		Hours	Costs	Hours	Costs	Hours	Costs	Hours	Costs	Hours	Costs	Hours	Costs
PID	KHA	0	\$ -	188	\$ 37,224	0	\$ -	0	\$ -	0	\$ -	188	\$ 37,224
	Point C	0	\$ -	188	\$ 36,817	0	\$ -	0	\$ -	0	\$ -	188	\$ 36,817
P&ED	KHA	0	\$ -	94	\$ 18,612	188	\$ 37,224	0	\$ -	0	\$ -	282	\$ 55,836
	GPA	0	\$ -	94	\$ 14,476	94	\$ 14,476	0	\$ -	0	\$ -	188	\$ 28,952
PS&E	KHA	0	\$ -	0	\$ -	0	\$ -	188	\$ 37,224	0	\$ -	188	\$ 37,224
	Misc	0	\$ -	0	\$ -	0	\$ -	94	\$ 18,612	0	\$ -	94	\$ 18,612
Project Sub Total		0	\$ -	564	\$ 107,129	282	\$ 51,700	282	\$ 55,836	0	\$ -	1128	\$ 214,665

SR - 118 (SR-14) Avenue J Interchange		FY13-14		FY14-15		FY15-16		FY16-17		FY17-18		Summary	
		Hours	Costs	Hours	Costs	Hours	Costs	Hours	Costs	Hours	Costs	Hours	Costs
PID	KHA	0	\$ -	188	\$ 37,224	0	\$ -	0	\$ -	0	\$ -	188	\$ 37,224
	Point C	0	\$ -	188	\$ 36,817	0	\$ -	0	\$ -	0	\$ -	188	\$ 36,817
P&ED	KHA	0	\$ -	0	\$ -	188	\$ 37,224	188	\$ 37,224	0	\$ -	376	\$ 74,448
	GPA	0	\$ -	0	\$ -	94	\$ 14,476	94	\$ 14,476	0	\$ -	188	\$ 28,952
PS&E	KHA	0	\$ -	0	\$ -	0	\$ -	188	\$ 37,224	94	\$ 18,612	282	\$ 55,836
	Misc	0	\$ -	0	\$ -	0	\$ -	0	\$ -	94	\$ 18,612	94	\$ 18,612
Project Sub Total		0	\$ -	376	\$ 74,041	282	\$ 51,700	470	\$ 88,924	188	\$ 37,224	1316	\$ 251,889

SR - 118 (SR-14) Avenue I Interchange		FY13-14		FY14-15		FY15-16		FY16-17		FY17-18		Summary	
		Hours	Costs	Hours	Costs	Hours	Costs	Hours	Costs	Hours	Costs	Hours	Costs
PID	KHA	0	\$ -	0	\$ -	188	\$ 37,224	0	\$ -	0	\$ -	188	\$ 37,224
	Point C	0	\$ -	0	\$ -	94	\$ 18,409	0	\$ -	0	\$ -	94	\$ 18,409
P&ED	KHA	0	\$ -	0	\$ -	94	\$ 18,612	188	\$ 37,224	0	\$ -	282	\$ 55,836
	GPA	0	\$ -	0	\$ -	94	\$ 14,476	94	\$ 14,476	0	\$ -	188	\$ 28,952
PS&E	KHA	0	\$ -	0	\$ -	0	\$ -	0	\$ -	188	\$ 37,224	188	\$ 37,224
	Misc	0	\$ -	0	\$ -	0	\$ -	0	\$ -	94	\$ 18,612	94	\$ 18,612
Project Sub Total		0	\$ -	0	\$ -	470	\$ 88,721	282	\$ 51,700	282	\$ 55,836	1034	\$ 196,257

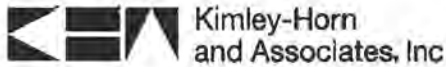
SR - 118 (SR-14) Avenue M Interchange		FY13-14		FY14-15		FY15-16		FY16-17		FY17-18		Summary	
		Hours	Costs	Hours	Costs	Hours	Costs	Hours	Costs	Hours	Costs	Hours	Costs
PID	KHA	376	\$ 74,448	0	\$ -	0	\$ -	0	\$ -	0	\$ -	376	\$ 74,448
	Point C	94	\$ 18,409	0	\$ -	0	\$ -	0	\$ -	0	\$ -	94	\$ 18,409
P&ED	KHA	0	\$ -	188	\$ 37,224	188	\$ 37,224	0	\$ -	0	\$ -	376	\$ 74,448
	GPA	0	\$ -	47	\$ 7,238	94	\$ 14,476	0	\$ -	0	\$ -	141	\$ 21,714
PS&E	KHA	0	\$ -	0	\$ -	94	\$ 18,612	188	\$ 37,224	0	\$ -	282	\$ 55,836
	Misc	0	\$ -	0	\$ -	94	\$ 18,612	94	\$ 18,612	0	\$ -	188	\$ 37,224
Project Sub Total		470	\$ 92,857	235	\$ 44,462	470	\$ 88,924	282	\$ 55,836	0	\$ -	1457	\$ 287,079

General Program Management  
Project PM summary  
Total per FY

FY13-14		FY14-15		FY15-16		FY16-17		FY17-18		Summary	
Hours	Costs	Hours	Costs	Hours	Costs	Hours	Costs	Hours	Costs	Hours	Costs
512	\$ 99,160	512	\$ 99,160	512	\$ 99,160	512	\$ 99,160	512	\$ 99,160	2560	\$ 495,800
940	\$ 185,713	1457	\$ 277,332	2021	\$ 381,343	1598	\$ 308,132	470	\$ 92,060	6486	\$ 1,245,580
1452	\$ 284,873	1969	\$ 376,492	2533	\$ 480,503	2110	\$ 407,292	982	\$ 192,220	9048	\$ 1,741,380

KHA sum  
Point C sum  
GPA sum  
PS&E Misc

1168	\$ 231,264	1262	\$ 249,876	1732	\$ 342,976	1544	\$ 305,712	608	\$ 118,204	6404	\$ 1,267,992
236	\$ 46,217	474	\$ 83,034	142	\$ 27,809	48	\$ 9,400	48	\$ 9,400	858	\$ 175,860
48	\$ 7,392	283	\$ 43,582	471	\$ 72,534	236	\$ 38,344	48	\$ 7,392	1066	\$ 167,244
0	\$ -	0	\$ -	189	\$ 37,214	282	\$ 55,836	188	\$ 37,224	658	\$ 130,284



**Hourly Billing Rate Schedule**  
2013 Billing Rates

	<u>Hourly Billing Rate*</u>
Program Manager	\$255
Sr. Professional II	\$235
Sr. Professional I	\$210
Professional	\$165
Analyst	\$130
Project Support	\$110
Clerical	\$80

\*Rates are subject to yearly escalation adjustments

**Other Direct Costs:** Outside Printing/Reproduction, Delivery Services/USPS, Misc. Field Equipment/Supplies, and Travel Expenses will be billed at actual cost as allowed.

**Key Subconsultant Billing Rates:**

Point C – 2013 Billing Rates:

Tony V. Harris	\$220
Shannon Smith	\$188
Tiffany Chao	\$110

GPA Consulting – 2013 Billing Rates:

Principal Environmental Planner	\$210
Senior Environmental Planner	\$150
Associate Environmental Planner	\$110
Administrative Assistant/Clerical	\$70

Specialty Subconsultants:

The team may require assistance from select specialty consultants at various times during the term of the contract. Billing rates will be coordinated with the City as these services are required.

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

CC 5
01/22/19
JC

Date: January 22, 2019

To: Mayor Parris and City Council Members

From: Jeff Hogan, Development Services Director

Subject: **Professional Services Agreement – Preparation of Project Plans, Specifications, and Estimates (PS&E) for SR-138 (SR-14) Avenue K Interchange**

---

**Recommendation:**

Approve a professional services agreement with TRC Solutions, Inc., of Irvine, California, in the amount of \$2,204,742.00 with a 5% contingency, to develop the Project Plans, Specifications, and Estimates (PS&E) for Public Works Construction Project (PWCP) No. 13-018, SR-138 (SR-14) and Avenue K Interchange; authorize the City Manager, or his designee, to sign all documents. The consultant selection process was made in accordance with Government Codes 4526 and 53060.

**Fiscal Impact:**

\$2,314,979.10 (including 5% contingency); sufficient funds are available in Capital Improvements Budget Account No. 210-15BR004-924.

**Background:**

On March 8, 2013, Los Angeles County Metropolitan Transportation Authority (LACMTA) executed Funding Agreement MOU.MR330.02, for the SR-138 (SR-14) Avenue K Interchange, granting \$15 million dollars to fund design, project development, right-of-way, and construction of interchange improvements, as well as local street improvements on Avenue K from 10<sup>th</sup> Street West to 20<sup>th</sup> Street West, and on 15<sup>th</sup> Street West between Avenue K and Avenue J-8. There are no matching fund requirements for the City.

On May 13, 2014, City Council approved a professional services agreement with TRC Solutions, Inc., to develop, review and approve the Planning Phase Project Initiation Documents (PID) for the PWCP No. 13-018, SR-138 (SR-14) and Avenue K Interchange project.

On January 12, 2016, City Council approved a professional services agreement with TRC Solutions, Inc., to develop the Project Approval and Environmental Document (PA&ED) for the PWCP No. 13-018, SR-138 (SR-14) and Avenue K Interchange project. The Project Approval and Environmental Document will be approved and signed on February 28, 2019.

ML:jr:gb

**Attachment:**  
Agreement

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES (this "AGREEMENT") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the CITY OF LANCASTER, a municipal corporation and charter city (the "OWNER"), and, TRC SOLUTIONS, INC. (the "CONSULTANT").

RECITALS

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

**PWCP 13-018 – SR-138 (SR-14) AVENUE K INTERCHANGE  
PREPARATION OF PLANS, SPECIFICATIONS, AND ESTIMATES (PS&E)**

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: City of Lancaster
- B. CONSULTANT: TRC Solutions, 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                      Development Services Director  
                                    City of Lancaster  
                                    44933 North Fern Avenue  
                                    Lancaster, California 93534

CONSULTANT      Mr. Raja Mitwasi, Vice President  
                                    TRC Solutions, Inc.  
                                    17911 Von Karman Avenue  
                                    Irvine, CA 92614

3. **Successors and Assigns.** The terms hereof shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto; provided, however, that no party hereto shall assign any of the benefits and burdens hereunder, whether voluntarily or by operation of law, without prior written consent of the other party, and any such assignments without said consent shall be void.

4. **Incorporation by Reference.** The CONSULTANT'S Proposal is hereby incorporated in and made a part of this AGREEMENT. CONSULTANT agrees to comply with all of the requirements set forth therein.

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

First: This AGREEMENT consisting of 40 pages

Second: The CONSULTANT'S Proposal

6. **Description of Work.** OWNER hereby engages CONSULTANT, and CONSULTANT accepts such engagement, to perform the technical and professional 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 Exhibit "A". The Development Services Director or his designee shall have the right to review and inspect the work during the course of its performance at such times as may be specified by the Development Services Director, or his designee.

7. **Obligations of the OWNER.**

A. The total compensation to be paid by OWNER to CONSULTANT for all work and services described in Exhibit "A" is not to exceed \$2,204,742.00. 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.

8. **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.

9. **Senate Bill 854.**

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



use registered contractors and subcontractors on public works projects applies to all projects awarded on or after April 1, 2015. **This project shall comply with the requirement of SB 854.**

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

Survey and Geotechnical Services will only need to register if the scope of services provided would require the payment of prevailing wage and be considered to be covered under the *California Labor Code*. Even though survey and geotechnical services typically are viewed as consultants and generally do not necessarily fit the term “contractor,” compliance with section SB 854 will be required by the Department of Industrial Relations (“DIR”). Essentially, if the services provided by a survey or geotechnical services firm would be considered to be covered under the applicable *California Labor Code* sections, then they should register. It should be noted that only the firm needs to register and not individual licensed design professional(s).

Attention is directed to the revisions to Labor Code Section 4. 1725.5 and Section 5. 1771.1:

**A. SECTION 4 1725.5**

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

- (a) To qualify for registration under this section, a contractor must do all of the following:
  - (1) Beginning July 1, 2014, register with the Department of Industrial Relations in the manner prescribed by the department and pay an initial non-refundable application fee of \$300 to qualify for registration under this section and an annual renewal fee on or before July 1<sup>st</sup> each year thereafter. The annual renewal fee shall be in a uniform amount set by the Director of Industrial Relations, and the initial registration and renewal fees may be adjusted no more than annually by the director to support the costs specified in Section 1771.3.
  - (2) Provide such evidence, disclosures, or releases as are necessary to establish all of the following:
    - (A) Worker’s Compensation coverage that meets the requirements of Division 4 (commencing with Section 3200) and includes sufficient coverage for any worker who the contractor will employ to perform work that is subject to prevailing wage requirements other than a contractor who, is separately registered under this section. Coverage may be evidenced by a current and valid Certificate of Workers’ Compensation Insurance or Certification of Self-Insurance required under Section 7125 of the Business and Professions Code.
    - (B) Where applicable, the contractor is licensed in accordance with Chapter 9 (commencing with Section 7000) of the Business and Professions Code.
    - (C) The contractor does not have any delinquent liability to an employee or the state for any assessment of back wages, or related damages, interest, fines, or penalties pursuant to any final judgment, order, or determination by a court or any federal, state, or local administrative agency, including a confirmed arbitration award. However, for any

judgment, order, or determination that is under appeal, provided that the contractor has secured the payment of any amount eventually found due through a bond or other appropriate means.

(D) The contractor is not currently debarred under Section 1777.1 or under any other federal or state law providing for the debarment of contractors from public works.

(E) The contractor has not bid on a public works contract, been listed in a bid proposal, or engaged in the performance of a contract for public works without being lawfully registered in accordance with this section, within the preceding 12 months, or since the effective date of the requirements set forth in subdivision (f), whichever is shorter. For a contractor found to be in violation of the requirements of this paragraph only, the period of disqualification shall be waived if: (i) the contractor has not previously been found to be in violation of the requirements of this paragraph within the preceding 12 months; and (ii) the contractor pays an additional non-refundable penalty registration fee of \$2,000.

(b) Fees received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established pursuant to Section 1771.3 and shall be used only for the purposes specified in subdivision (b) of Section 1771.3

(c) The term “contractor,” as used in this section, shall include any subcontractor or “consultant”, as defined in Section 1722.1.

(d) A contractor who fails to pay the renewal fee required under paragraph (1) of subdivision (a) on or before the expiration of any prior period of registration shall be prohibited from bidding on or engaging in the performance of any contract for public work until once again registered pursuant to this section. A contractor who inadvertently fails to pay the renewal fee may retroactively renew its registration by paying an additional non-refundable penalty renewal fee equal to the amount of the renewal fee within 90 days of the date of the renewal fee.

(e) The requirements of this section shall not apply with respect to any contract, which as a result of a determination by the Director of Industrial Relations pursuant to Section 1773.5 or decision by a court that classifies, after the time at which the body awarding the contract accepts the contractor’s bid or awards the contractor a contract, the work covered by the bid or contract as a “public work,” as defined in this chapter, to which Section 1771 applies, provided that:

(1) The body awarding the contract failed to identify as a public work, in the bid specification or in the contract documents that portion of the work that the determination or decision classifies as a “public work.”

(2) Within twenty (20) days following service of notice on the awarding body of a determination by the Director of Industrial Relations pursuant to Section 1773.5 or a decision by a court that the contract was for public work as defined in this chapter, the contractor and any subcontractors are registered under this section or are replaced by a contractor or subcontractors who are registered under this section.

- (3) The requirements of this section shall apply prospectively only to any bid, bid proposal, contract, or work performed after the awarding body is served with notice of the determination or decision referred to in paragraph (2) of this subdivision.
- (f) The requirements of this section shall apply to any bid proposal submitted on or after March 1, 2015, and any contract for public work, as defined in this chapter, entered into on or after April 1, 2015.”

**B. SECTION 5 1771.1**

- (a) No contractor or subcontractor shall be qualified to bid on, be listed in a bid proposal pursuant to Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered to perform public work pursuant to Section 1725.5. It shall not be a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Sections 10164 or 20103.5 of the public work pursuant to Section 1725.5 at the time the contract is awarded.
  - (b) Notice of this requirement shall be included in all bid invitations and public works contracts, and no bid shall be accepted nor any contract or subcontract entered into without proof of the contractor or subcontractor’s current eligibility to perform public work pursuant to Section 1725.5.
  - (c) An inadvertent error in listing a subcontractor who is not registered pursuant to Section 1725.5 in a bid proposal shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that any of the following requirements are met: (1) the subcontractor is registered prior to the bid opening; (2) within 24 hours after the bid opening the subcontractor is registered and has paid the penalty registration fee specified in paragraph (E) of subdivision (2) of Section 1725.5; or (3) the subcontractor is replaced by another registered subcontractor pursuant to Section 4107 of the Public Contract Code.
  - (d) Failure by a subcontractor to be registered to perform public work as required by subdivision (a) of this Section shall be grounds under Section 4107 of the Public Contract Code for the contractor, with the consent of the awarding authority, to substitute a subcontractor who is registered to perform public work pursuant to Section 1725.5 in place of the unregistered subcontractor.
  - (e) The DIR shall maintain on its website a list of contractors who are currently registered to perform public work pursuant to Section 1725.5.
  - (f) A contract entered into with any contractor or subcontractor in violation of subdivision (a) shall be subject to cancellation. However, no contract for public work shall be unlawful, void, or voidable solely due to the failure of the awarding body, contractor, or any subcontractor to comply with the requirements of Section 1725.5 or this section.
- A. This section shall apply to any bid proposal submitted on or after March 1, 2015, and any contract for public work entered into on or after April 1, 2015. **This project shall comply with the requirements of SB 854.**

10. **Payment of Prevailing Wage.**

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

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

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

- (A) When unemployment in the area of coverage by the joint apprenticeship committee has exceeded an average of 15% in the 90 days prior to the request for certificate; or
- (B) When the number of apprentices in training in the area exceeds a ratio of one to five; or
- (C) When the trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis statewide or locally; or
- (D) When the CONSULTANT provides evidence that he employs registered apprentices on all of his contracts on an annual average of not less than one apprentice to eight journeymen.

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

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

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

B. The provisions of subsection A above shall be included in all solicitations or advertisements placed by or on behalf of 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 Prevailing Wage provisions of this Section.

11. **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.

12. **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.

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

14. **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.

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

16. **Termination for Cause.**

A. The governing board of the OWNER may, by written notice to CONSULTANT, terminate the whole or any part of this AGREEMENT in any of the following circumstances:

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

(2) 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, and in either of these circumstances does not correct such failure within a period of ten (10) days (or such longer period that OWNER may authorize in writing) after receipt of notice from OWNER specifying such failure.

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

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

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

17. **Independent Contractor.** 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.

18. **Insurance.**

A. The CONSULTANT, at its expense, shall maintain in effect at all times during the term of 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:

**Commercial General Liability**

Each Occurrence	\$5,000,000
Per Project General Aggregate	\$10,000,000
Including Products/Completed Operations; Contractual Liability/Independent Contractors; Property Damage	
<i>(Coverage 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)</i>	

**Commercial Automobile Liability**

Combined Single Limit per Accident for Bodily Injury and Property Damage	\$10,000,000
<i>(Coverage shall be at least as broad as ISO form CA00 01)</i>	

**Workers Compensation**

As Required by the State of California

Statutory Limits

**Employer’s Liability**

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

*(A Waiver of Subrogation must be provided on behalf of the Certificate Holder for the Workers Compensation & Employers’ Liability policies)*

**Professional Liability**

Each Occurrence	\$10,000,000
General Aggregate	\$10,000,000

B. 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.

C. Professional liability insurance written on a “claims made” basis must be renewed for a period of three (3) 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 City 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.

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

E. All insurance shall be primary and non-contributory as respects the City insured entities. Any insurance or self-insurance maintained by the City insured entities shall be in excess of the Consultant’s insurance and shall not contribute with it.

F. Consultant shall furnish the City with Certificates of Insurance and with original endorsements effecting coverage required by this Agreement. Certificates of Insurance 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 the City of Lancaster.

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

**PWCP 13-018 – SR-138 (SR-14) Avenue K Interchange**

The City of Lancaster, its elected officials, officers, employees, and volunteers are included as additional covered parties, but only insofar as the operations under this contract are concerned.”

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

The City of Lancaster  
44933 Fern Avenue  
Lancaster, California 93534

G. 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.

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

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

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

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

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

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

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

22. **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 Exhibit "A".

23. **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.

24. **Resolution of Disputes.**

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

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

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

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

25. **Exhibits.**

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

Exhibit "A" Scope of Services

Exhibit "B" Term, Payment and Time for Commencement and Completion Clause

26. **Governing Law.**

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

27. **Effective Date.**

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

“OWNER”  
CITY OF LANCASTER  
LANCASTER, CALIFORNIA

Approved By Department Head:

By: \_\_\_\_\_  
Jeff Hogan, Development Services Director

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

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

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

"CONSULTANT"  
TRC SOLUTIONS, INC.

By: \_\_\_\_\_  
Raja Mitwasi, Vice President

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Allison E. Burns, Esq.  
City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

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

The work to be performed under this contract shall include:

**SEE ATTACHED**

# City of Lancaster

## Scope of Work

### SR14/Avenue K Interchange – PS&E

#### **TASK 1 – PROJECT MANAGEMENT**

##### **1.1 Kickoff Meeting**

There will be a kick-off meeting with the Project Development Team (PDT) including staff from Caltrans and the City, along with internal team meetings and coordination meetings with Stakeholders to discuss progress and project issues, and to exchange project information.

**Deliverables:**

- Meeting notice, agenda, handouts, meeting minutes and action log for kick-off meeting

##### **1.2 Update Project Management Plan/QMP**

CONSULTANT shall submit the updated Project Management Plan (PMP) and Quality Management Plan for preparation of the PS&E documents to CITY.

The PMP will include the baseline project schedule. Following approval by CITY, the baseline project schedule will become the Project.

**Deliverables:**

- Updated PMP and QMP

##### **1.3 Project Management/Administration**

CONSULTANT shall monitor and report on project progress, and notify the City Project Manager of any scope, schedule, or budget issues as they arise. CITY Coordination/ Conference Calls shall be held monthly with CONSULTANT Project Manager to discuss issues that may affect project progress.

CONSULTANT shall maintain the project critical path schedule, risk register, submittal log and an action log along with any other project control tools appropriate

Meetings with affected parties shall be held to discuss issues pertinent to analysis, design, and effects of the Project. During these meetings, CITY and Caltrans may provide direction for development of the PS&E. For each meeting, CONSULTANT will prepare meeting notice, agenda, handouts, meeting minutes and action log as needed.

CONSULTANT's quality checking activities will be performed prior to each submittal as explained in detail in the QMP and include Discipline Review and Independent Deliverable Review (IDR).

Deliverables:

- Monthly Progress Report, Invoice and Schedule update
- Meeting notice, agenda, handouts, meeting minutes and action log for meetings

## **TASK 2 –Data Collection**

PRIME CONSULTANT (TRC) will obtain a parent encroachment permit from Caltrans to allow field investigations including survey and borings. The subconsultant firms will obtain double permits directly from Caltrans and prepare necessary traffic control plans, submit insurance coverage and other documents required. Subconsultants will also comply with advance notification requirements of implementation of traffic control procedures to both Caltrans and the CITY.

### **2.1 Design Survey**

CONSULTANT will collect existing topographic maps, as-built drawings, reports, and other available materials. CONSULTANT will request data from the CITY, Caltrans, the County, and other agencies, as appropriate. Intent is to augment the data collected during prior phases of the project (PSR, PA/ED) to reflect any existing or planned changes. CONSULTANT will obtain permits-to-enter from prior to exploration where necessary (none anticipated at this time).

CONSULTANT will obtain preliminary title reports (from a local office of a qualified title firm if possible) to be used to assist in determining boundaries for the survey efforts. The reports will also be used to determine prior rights for relocation cost sharing with utility owners.

CONSULTANT will recover existing control monuments and establish project-wide secondary control network for the project using a combination of GPS and conventional surveying methods. The survey procedures will meet Third Order Accuracy Standards.

CONSULTANT will perform detailed field surveys of existing street at tie-in locations and areas not visible by other methods such as under the bridge deck. Cross sections and tie-in surveys will ensure accurate design fit and smooth transitions from existing roadway and infrastructure features.

Ramp cross sections at 50 foot intervals extending 250 feet past the design limits will consist of Edges of Traveled Way (ETW), Edge of Shoulder (ES), and natural ground grade points for slope areas within proposed ramp widening segments.

CITY street cross sections at 50 foot intervals extending 250 feet past the design limits will consist of the roadway section, striping, curbs and sidewalk and ground grade points at 10 foot spacing for 50 feet beyond the back of sidewalk in areas to be widened.

CONSULTANT will provide a listing including the northing, easting, elevation and description for each of the drainage, sewer and utility underground structures, together with site photos and field sketch for each drainage and sewer structure field located.

After completion of all field survey work, including all design surveys, CONSULTANT will verify survey results and then transmit ASCII point and station- offset files of all field survey ties. All work and files will be based on project coordinate control and in accordance with Caltrans requirements.

## **2.2. Geotechnical Field Investigations**

CONSULTANT will prepare and submit a geotechnical exploration plan for the CITY and Caltrans review. CONSULTANT will obtain permits-to-enter prior to exploration where necessary (none anticipated at this time). CONSULTANT will conduct the subsurface investigation necessary and evaluate the results in accordance with Caltrans testing criteria. This includes infiltration tests at the 5 biofiltration swale locations.

Traffic control will be necessary to accomplish the drilling of some boreholes. The subsurface investigation is based on clean, uncontaminated soil conditions within the limits of the project.

Spoils generated from the borehole excavations will be used to backfill the boreholes. Closure of all borings to be done in accordance with applicable State and CITY requirements.

Soil samples will be collected for laboratory testing, including bulk samples of near-surface soils and small disturbed and samples of deeper soils. CONSULTANT will select representative soil samples for laboratory testing necessary to address pavements, slopes, earthwork, retaining walls and all other aspects of the project design.

CONSULTANT will perform a maximum of 40 Geotechnical borings and 5 infiltration tests and survey to locate these locations. At least 10 borings will be located to pass through roadway pavements to validate existing sections. CONSULTANT will provide a listing including the northing, easting, elevation, and description for each of the geotechnical boring locations.

## **2.3 Utility Field Investigations**

CONSULTANT will coordinate with the identified utility owners, CITY, Caltrans and other agencies to augment the data collected during prior phases of the project. The utilities identified in the Project Report include the following:

New Utility to be installed

- Underground 24” recycled water main (irrigation) owned by Los Angeles County Water Works District will be constructed between 20th Street West and 10th Street West along Avenue K as part of this project
- Underground 36” domestic water lines owned by Los Angeles County Water Works District will be constructed between 20th Street West and 10th Street West along Ave K as part of this project

Existing Utility to be relocated

- Overhead Southern California Edison (SCE) power lines/Verizon Fiber Optic lines/Time Warner CATV lines within both State and City Right-of-Way that conflict with the proposed work will be relocated

Existing Utility to be protected in place

- Underground 15” Truck “E” and 8” sewer owned by Los Angeles County Sanitary Sewer District
- Underground 12” water main and 10” water main owned by Los Angeles County Water Works District
- Low risk underground 4” gas main owned by Southern California Gas

CONSULTANT will prepare and submit a utility field exploration plan and will obtain permits-to-enter from CITY prior to exploration. The investigation will include potholes, ground penetrating radar (GPR), closed circuit television (CCTV) and other methods as described below along with the necessary field survey to establish accurate locations.

CONSULTANT will perform locations of a maximum of 20 utility potholes, and 100 points located by ground penetrating radar (used to obtain horizontal locations without excavation), CCTV and other methods and overhead utility lines (including sag coordinates with relevant time and weather data) and survey the locations.

**2.4A Hazardous Materials Investigations - ADL**

CONSULTANT will conduct the field investigation necessary to address presence of aerial deposited lead (ADL) in unpaved shoulders to be disturbed. CONSULTANT will prepare and submit a hazardous material exploration plan for the CITY and Caltrans review. Scope includes gathering samples, laboratory testing, traffic control and reporting results.

Deliverables:

- Draft and Final ADL Report



## **2.4B Hazardous Materials Investigations**

CONSULTANT will update the present ISA since it has expired by obtaining an updated EDR report, making necessary revisions and incorporating the parcels that are impacted by the project (fee, permanent easements, temporary easements) into a single report covering the entire project limits.

TRC will prepare an Initial Site Assessment (ISA) in accordance with ASTM Specifications, Caltrans Project Development Procedures Manual, Chapter 18 “Environmental Contamination” and Appendix DD “ISA Checklist”. The ISA study area is within Caltrans District 7, along State Route 138 (SR14) and along Avenue K in the City of Lancaster, County of Los Angeles. The ISA will outline the proposed project and provide an evaluation of potential environmental contamination within the study area.

### Deliverables:

- Updated ISA Report and Checklist

*The following are not included in this proposal. CONSULTANT can provide support for these efforts to CITY with scope and fee to be determined.*

- *Investigation for asbestos containing material (ACM) since no ACM is expected to be disturbed by the work*
- *Investigation for lead based paint (LBP) in pavement markings is not included in this proposal since it is typically less costly to assume all pavement markings are hazardous and have Contractor test during construction*
- *Hazardous waste assessment Phase II (sampling and testing) is not included in this proposal pending determination of CITY requirements (see Option #2).*

## **TASK 3 – PRELIMINARY PS&E (35%) SUBMITTAL**

CONSULTANT will initiate preliminary PS&E design and provide 35% Submittal to CITY and Caltrans including plans and cost estimate listed below. Sheet layouts will be done in accordance with Caltrans and CITY formats.

### **3.1 Preliminary Roadway Design**

CONSULTANT will investigate proposed right turn pockets to reduce costs by optimizing configuration and/or deleting pocket from scope to reduce construction costs. Traffic operations impacts to be considered also.

CONSULTANT will prepare and submit the following plans per CITY requirements showing work outside State R/W and per Caltrans requirements for work inside Caltrans R/W:

### Deliverables

- Title and Location Map (City and Caltrans)
- Typical Sections (City and Caltrans)

- Plan and Profile (City and Caltrans)
- Utility Plans (City and Caltrans)
- Utility Conflict Matrix (City and Caltrans)
- Requests for any deviations from City design standards

### **3.2 Preliminary Cost Estimate**

CONSULTANT will validate the Project Report Cost Estimate and incorporate the cost adjustments from any changes that occur from the Draft PR to 35% submittal including mitigation measures linked to approval of the environmental document.

CITY will provide unit costs for future cost estimates at the time review comments on 35% are provided to CONSULTANT.

#### Deliverables

- Cost Estimate (City and Caltrans)

## **TASK 4 – DRAFT PS&E (65%) SUBMITTAL**

CONSULTANT will initiate draft PS&E design and prepare 65% Submittal to CITY only including 65% plans, spec, cost estimates and draft technical reports.

### **4.1 Roadway Design**

CONSULTANT will prepare and submit the following plans per CITY requirements showing work outside State R/W and per Caltrans requirements for work inside Caltrans R/W:

#### Deliverables

- Title and Location Map (City)
- Typical Sections (City)
- Plan and Profile (City)
- Construction Details (City)
- Signing and Striping (City)
- Temporary Water Pollution Control plans and details (City)
  
- Key Map COMBINED  
There will be a single key map showing both Caltrans and CITY sheet configuration in compliance with Caltrans standards.
- Project Control COMBINED  
There will be a single project control plan showing survey horizontal control data and benchmarks for all Caltrans and CITY roadway alignments and right-of-way in compliance with Caltrans standards.
  
- Title and Location Map (Caltrans)
- Typical Sections (Caltrans)
- Layouts (Caltrans)
- Profiles and Superelevation Diagrams (Caltrans)

Widening of existing Caltrans roadways and ramps will be shown as Construction Details calling out existing and proposed cross slope and spot elevations. For new Caltrans roadways and ramps there will be separate profiles and superelevation diagrams.

- Construction Details (Caltrans)
- Contour Grading (Caltrans)
- Pavement Delineation and Signs (Caltrans)
- Temporary Erosion Control plans and details (Caltrans)

#### **4.2 Stage Construction Design and Draft TMP Report**

CONSULTANT will prepare stage construction and traffic handling/detour plans and details following CITY requirements and Caltrans standards. CONSULTANT will also prepare a draft TMP that will be coordinated with the CITY, Caltrans, and other stakeholders following Caltrans format and standards. Stage construction, traffic handling and detour plans will be included in the TMP. CONSULTANT will prepare the operational analysis as part of the TMP for all signalized intersections and all ramps to confirm the level of service and queue lengths comply with CITY and Caltrans criteria.

##### Deliverables:

- Draft Stage Construction Plans and Construction Area Signs (City and Caltrans)
- Draft TMP Report (City and Caltrans)

#### **4.3 Drainage Design and Draft Drainage Report**

The CONSULTANT will prepare a drainage report to address the existing drainage condition and the proposed mitigation and design. The report will be an update and expansion of the report prepared for the PA/ED phase.

Drainage plans and profiles for systems located outside State Highway R/W of existing lines to be modified and project specific details created (assumed maximum use of City and APWA standard plans that will be copied into plan set for reference) per City requirements.

Drainage plans, profiles of existing lines located within State Highway R/W to be modified, quantity sheet and project specific details (if needed) will be prepared in accordance with Caltrans Standard.

##### Deliverables

- Drainage Report covering City and Caltrans systems
- Drainage plans, profiles and details (City)
- Drainage plans, profiles and details (Caltrans)

#### **4.4 Utility Design and Coordination**

CONSULTANT will coordinate and work with the CITY and utility companies following CITY requirements and Caltrans standards. A utility conflict matrix, in compliance with Caltrans standards, will be compiled

listing all utilities within the project area and potential conflicts. The matrix will be updated as the project evolves and information is obtained from utility owners (as-builts, confirmation of utility plans, relocation designs, etc.).

CONSULTANT will provide notices to utility owners in accordance with Caltrans standards to document the effort to obtain information and address conflicts.

Adjustments to City owned water and sewer (shifting meters, manhole rim adjustments, etc.) will be called out on the utility plans. Assumed maximum use of City and APWA standard plans.

Los Angeles County Waterworks will design the proposed domestic and reclaimed water lines and prepare plan and profile drawings per City requirements and provide technical specifications in Caltrans format and cost estimate. CONSULTANT will include plans, technical specifications and estimate in the overall project bid documents.

Deliverables

- Utility conflict matrix (City and Caltrans)
- Utility Plans (City and Caltrans)
- Domestic/Reclaimed water line plans, profile and details (LAC Waterworks)

*It is assumed the private utility companies and Los Angeles County Waterworks will perform relocation design for their own facilities. Any necessary privately owned utility relocation plans will not be part of the PS&E package developed by the CONSULTANT.*

#### **4.5 Electrical Design**

All electrical plans and details for work located outside State Highway R/W to be shown per City requirements and limited project specific details.

CONSULTANT will prepare plans, quantity sheets and project specific details (if needed) for permanent roadway lighting, ramp metering, traffic signal, traffic monitoring, CCTV and communication systems, changeable message signs and irrigation electrical services to be located within State Highway R/W plans in compliance with Caltrans standards. CONSULTANT will coordinate with Caltrans to ensure that ramp meter, communications, CCTV and electrical designs will accommodate future SR-14 traffic monitoring features within the project limits.

Deliverables

- Permanent Electrical Services (Irrigation) System (City)
- Permanent Street Lighting Plans (City)
- Permanent Traffic Signal Plans, Interconnect and Details (City)
  
- Permanent Roadway Lighting Plans and Details (Caltrans)

- Permanent Traffic Signal Plans, Interconnect & Details (Caltrans)
- Permanent Ramp Metering Plans and Details (Caltrans)
- Permanent Communications and CCTV (Caltrans)

*Design of temporary signals and lighting are not included in this proposal. CONSULTANT can provide support for these efforts to CITY with scope and fee to be determined (see Option #1)*

#### **4.6 Landscape and Erosion Control Design**

CONSULTANT will prepare temporary Erosion Control and Water Pollution Control plans as part of roadway design task 4.1 above.

##### Deliverables

TBD

*Landscape and irrigation are not included in this proposal. CONSULTANT can provide support for these efforts to CITY with scope and fee to be determined (see Option #3).*

#### **4.7 65% Special Provisions and Cost Estimate**

CONSULTANT will prepare Special Provisions following the latest Caltrans and CITY requirements.

The Cost Estimate will be developed in accordance with Caltrans/CITY standards and procedures. CITY provided unit costs will be used when possible. For other items, current bid prices and data from Caltrans Cost Data Book will be used. All roadway quantities shall be independently checked and all issues with unit prices and quantities will be resolved prior to the submittal.

##### Deliverables

- Special Provisions (City and Caltrans)
- Cost Estimate (City and Caltrans)

#### **4.8 Draft Geotechnical Reports**

CONSULTANT will prepare a Geotechnical Design Report to make recommendations for design and a Materials Report for the proposed pavement widening following Caltrans standards.

##### Deliverables

- Draft Geotechnical Design Report (City and Caltrans)
- Draft Materials Report (City and Caltrans)

*Pavement Life-Cycle Cost Analysis, pavement condition survey, and rehabilitation recommendations for existing pavement are not included in the scope of this proposal. CONSULTANT can provide support for these efforts to CITY with scope and fee to be determined.*

#### **4.9 Draft SWDR and Storm Water Treatment Memo**

To address Caltrans storm water quality criteria, CONSULTANT shall prepare a Storm Water Data Report (SWDR) in accordance with Caltrans standards.

To address CITY storm water quality criteria, CONSULTANT shall prepare a Storm Water Treatment memo to document measures taken in the project design in accordance with CITY and MS4 permit requirements.

CONSULTANT will also prepare SWPPP using Caltrans procedures and covering both Caltrans and City construction.

Deliverables

- Storm Water Data Report (Caltrans)
- Storm Water Treatment Memo (City)
- SWPPP (Caltrans and City)

**4.10 Draft Supplemental Fact Sheets**

The CONSULTANT will prepare Draft Design Standard Decision Document (formerly known as Supplemental Fact Sheets for Mandatory and Advisory Design Exceptions) for any additional non-standard design features. Format will be in compliance with Caltrans standards (now combined into single document titled Design Standard Decision Document).

Deliverables:

- Draft Design Standard Decision Document(Caltrans)

**4.11 Draft Right-of-Way Plats and Legal Descriptions**

CONSULTANT shall contact CITY and obtain:

- File Number for the Appraisal Map
- Parcel Number for each parcel fee and easement take

The first step in this process is to establish the impacted owner parcels after a review of Preliminary Title Reports (PTRs) to be obtained from a local office of a qualified title company if possible. The parcels impacted by the project will be identified by using the R/W requirements provided by the project designers.

CONSULTANT will prepare draft plats and legal descriptions for appraisals and recording showing fully dimensioned limits for temporary construction easements and parcel takings.

Deliverables:

- Draft Right-of-Way Plats and Legal Descriptions (City) – 21 parcels

**Task 5 – INITIAL PS&E (95%) SUBMITTAL**

**5.1 65% Submittal Review Workshop with City**

CONSULTANT will prepare responses to CITY comments and send to reviewers for their evaluation. One (or more if needed) resolution meeting

will be held to resolve any items where there is disagreement about how to proceed. CONSULTANT will prepare and submit responses to comments with the 95% Submittal to City.

## **5.2 95% Plans, Special Provisions and Cost Estimate and Reports**

CONSULTANT will address CITY review comments on the draft PS&E and prepare initial PS&E Submittal to CITY and Caltrans. This package will be submitted to Caltrans to obtain the encroachment permit.

### Deliverables

- 95% PS&E (City and Caltrans)
- Responses to Comments (City)
- Final Draft TMP (City and Caltrans)
- Final Draft Drainage Report (City and Caltrans)
- Final Draft Geotechnical Design Report (City and Caltrans)
- Final Draft Materials Report (City and Caltrans)
- Final Draft SWDR (Caltrans)
- Final Draft Storm Water Treatment Memo (City)
- Final Draft SWPPP (Caltrans and City)
- Final Draft Supplemental Mandatory Fact Sheet (Caltrans)
- Final Draft Supplemental Advisory Fact Sheet (Caltrans)

## **5.3 Final Right-of-Way Plats and Legal Descriptions**

CONSULTANT will incorporate all reviewing CITY comments from the 65% submittal into the Final Right-of-Way Plats and Legal Descriptions

### Deliverables

- Final Right-of-Way Plats and Legal Descriptions (City)

*The actual acquisition of fee, permanent or temporary easement rights including appraisals, relocation costs and support are not included in this proposal. CONSULTANT can provide support for these efforts to CITY with scope and fee to be determined.*

## **5.4 Draft Construction Schedule**

CONSULTANT will prepare a draft construction schedule in consultation with the CITY Construction Manager and Caltrans based on the estimated required working days for project construction.

### Deliverables

- Draft CPM construction schedule (City and Caltrans)

## **5.5 Draft Environmental Commitment Record**

CONSULTANT shall update the ECR based on changes during final design. The project environmental documentation was prepared in accordance with CEQA only (NOT NEPA compliant). Format will be in compliance with Caltrans standards.

### Deliverables

- Draft Environmental Commitment Record (City and Caltrans)

*Pre-construction flora and fauna surveys and environmental revalidation are not included in this proposal. CONSULTANT can provide support for these efforts to CITY with scope and fee to be determined.*

#### **5.6 Draft Environmental Permits and Approvals**

The CONSULTANT will prepare the permit applications identified in the Project Report and compile all supporting information and send the draft package to CITY for signature and submittal to applicable agencies.

CONSULTANT will prepare SWPPP application package and obtain Lahontan RWQCB approval.

No Clean Water Act Section 404 or 401 permits or California Fish and Game Code Section 1600 Streambed Alteration Agreement is required as no impacts to jurisdictional aquatic resources are anticipated.

##### Deliverables

- Draft Permit Applications (City and Caltrans)

### **TASK 6 – FINAL PS&E (100%) SUBMITTAL**

#### **6.1 Draft PS&E Submittal Review Workshops with City and Caltrans**

CONSULTANT will prepare responses to CITY and Caltrans comments and send to reviewers for their evaluation. Resolution meetings will be held to resolve any items where there is disagreement about how to proceed. CONSULTANT will prepare and submit responses to comments with the 100% Submittal to City and Caltrans.

#### **6.2 Finalize Plans and Reports**

CONSULTANT will incorporate all reviewing agency comments from the 95% submittal into the Plans, Special Provisions, Cost Estimate and Reports. This submittal will serve as the final submittal to Caltrans for the encroachment permit.

##### Deliverables

- 100% Plans, Special Provisions and Cost Estimate (City and Caltrans)
- 100% Technical Reports (City and Caltrans)
- Final Encroachment Permit Application (Caltrans)
- Responses to 95% Review Comments (City and Caltrans)

#### **6.3 Resident Engineer File**

The CONSULTANT will meet with the CITY construction manager and provide the information for the RE file. CONSULTANT will provide an electronic version of all RE file information.

CONSULTANT will provide the final CITY plans in AutoCAD format per CITY standard. CONSULTANT will provide the final Caltrans plans in MicroStation format per Caltrans standard.

##### Deliverables



- Resident Engineer File (City and Caltrans)

*Bidding and Construction Support efforts are not included in this proposal. CONSULTANT can provide support for these efforts to CITY with scope and fee to be determined.*

## **TASK 7 – OPTIONAL TASKS**

### **7.1 Temporary Traffic Signals and Street Lighting**

All electrical plans and details for work located outside State Highway R/W to be shown per City requirements and limited project specific details.

CONSULTANT will prepare plans, quantity sheets and project specific details (if needed) for temporary roadway lighting and traffic signals, to be located within State Highway R/W plans in compliance with Caltrans standards.

#### Deliverables

- Temporary Street Lighting Plans (City)
- Temporary Traffic Signal Plans, Interconnect and Details (City)
- Temporary Roadway Lighting Plans and Details (Caltrans)
- Temporary Traffic Signal Plans, Interconnect & Details (Caltrans)

### **7.2 Contamination Investigation (per location)**

Task 1 – Coordination, Work Plans, Bid Document for each parcels

Task 2 – Field Work on three sliver partial takes:

- Ground clearance/GPR survey – 1 day contractor
- Soil vapor survey and soil sampling – 1 day contractor (5- and 15-foot depths for 6 locations, or 12 locations 5-ft only)
- Lab analysis:
  - Vapor and groundwater: TPH, VOCs;
  - Soil: selected samples, TPH, metals, other (?) depending on ISA
- Soil boring/temporary well to approximately 100 feet, grab sample(s) and abandon boring the same day.

#### Deliverables

Brief Report for each of the three parcels

- Introduction and objectives
- Tabulated analytical data and figures.
- Conclusion and recommendations

Assumptions:

- Assessment work will be on the three sliver partial takes in PA/ED
- All assessment work will be performed onsite and not in public right-of-way.

- Property access will be secured by City.
- Costs for encroachment permits are not included.
- Soil and water generated during assessment activities is non-hazardous and disposal manifests will be signed by another party.

### 7.3 Landscape

CONSULTANT will prepare a memo addressing how the approved Corridor Concept Plan that will include design aesthetics, landscape design, and other elements will be incorporated into the planting and hardscape.

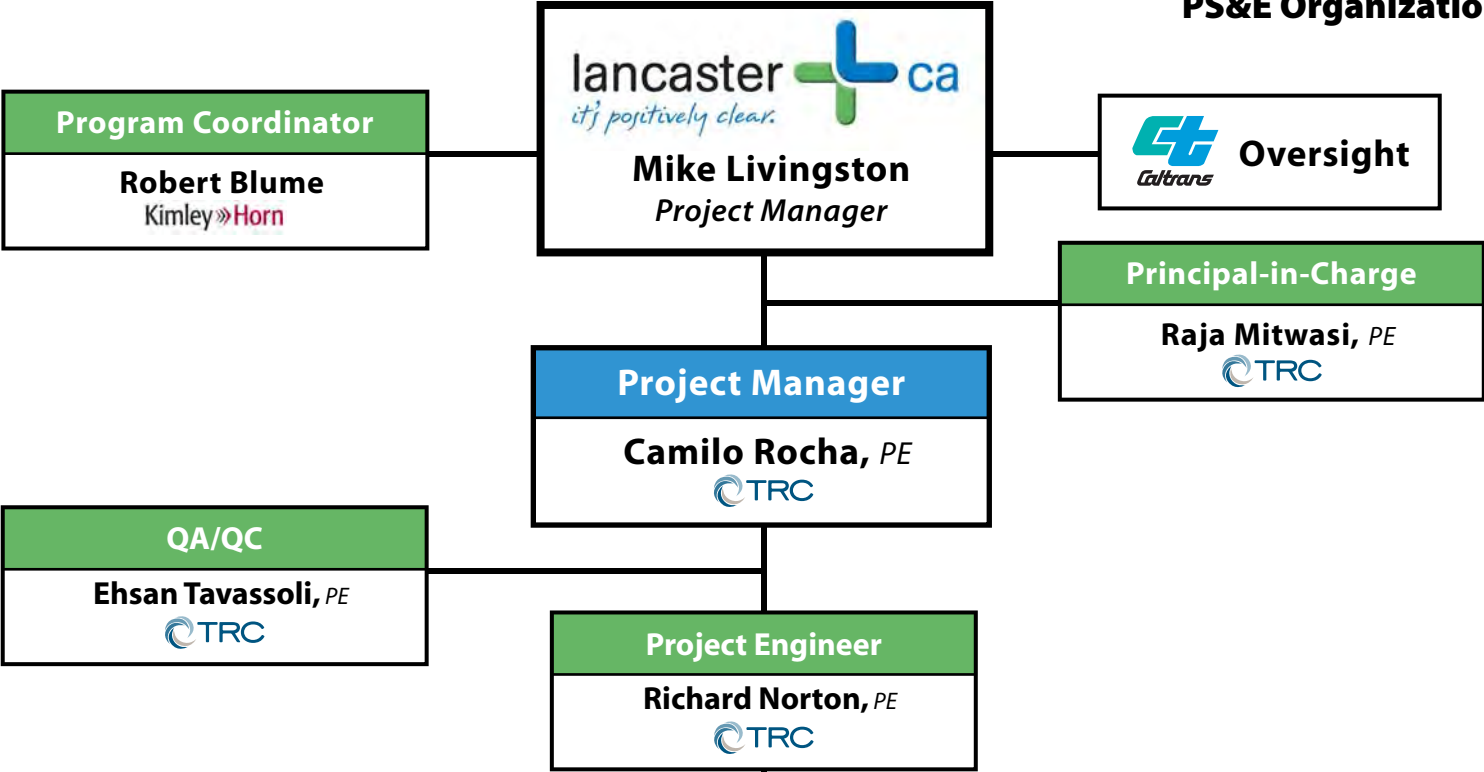
Landscape and irrigation plans include all planting, hardscape and other aesthetic components. Replacement vegetation should be drought tolerant, native plants and provide equivalent coverage as those removed.

Landscape and irrigation plans for work to be located within State Highway R/W plans in compliance with Caltrans standards. Landscape and irrigation plans for work located outside State Highway R/W to be shown per City requirements and limited project specific details.

#### Deliverables

- Corridor Aesthetic Plan memo (City and Caltrans)
- Landscape plans and details (City and Caltrans)
- Irrigation plans and details (City and Caltrans)

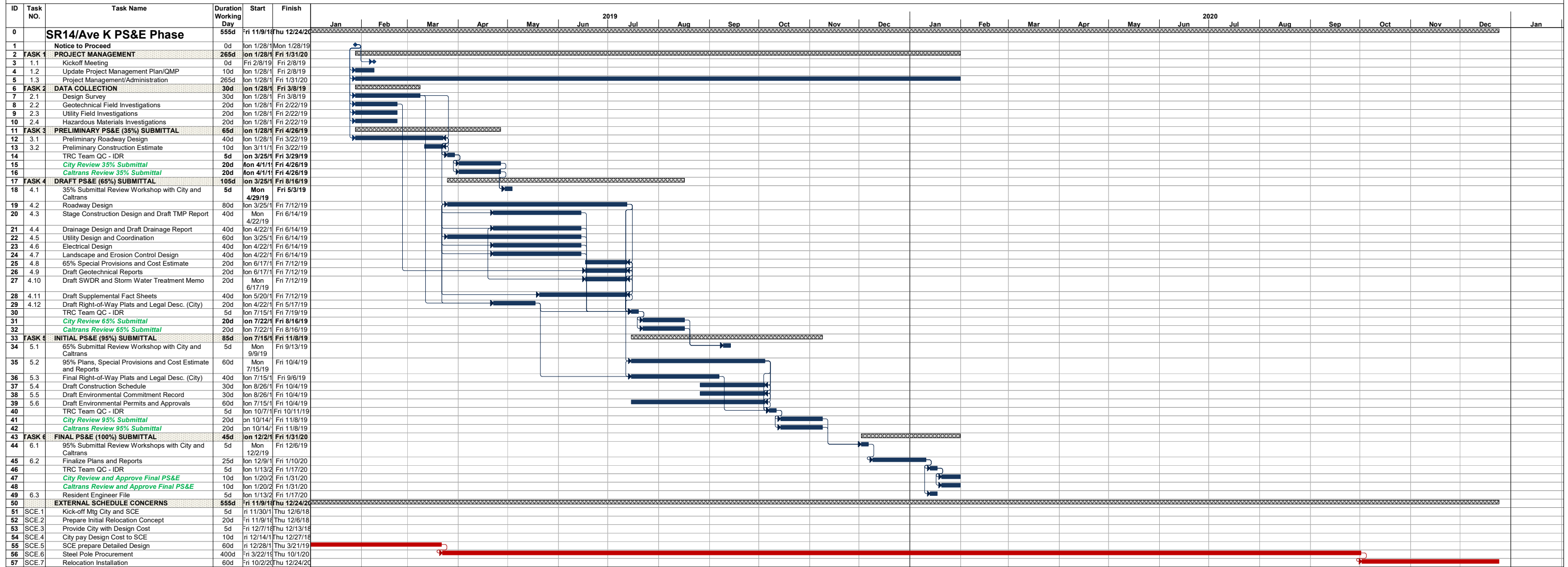
**City of Lancaster - SR14/Avenue K  
PS&E Organizational Chart**



Design		
<p><b>Construction Staging</b> Danny Pheng, PE Ashley Lee, PE </p>	<p><b>Roadway, Signing &amp; Striping</b> Conrad Williams, PE Alex Lam, PE </p>	<p><b>Landscape &amp; Aesthetics</b> David Tatsumi, RLA Ryohei Ota, RLA </p>
<p><b>Utilities &amp; Waterlines</b> Richard Norton, PE Glenn Matsumoto </p>	<p><b>Drainage &amp; SWDR</b> Vahid Haghdoost, PE Marlin Cruz, PE </p>	<p><b>Electrical Design</b> Sarah Brandenburg, PE Michael Samuelson FEHR &amp; PEERS</p>
<p><b>Specification &amp; Cost Estimate</b> Leslie Lui, PE Conrad Williams, PE </p>		

Support	
<p><b>Geotechnical</b> Tom Benson, Jr, PE, GE Gareth I. Mills, PG, CEG  Leighton Consulting, Inc. A LEIGHTON GROUP COMPANY</p>	<p><b>Survey/Right-of-Way</b> Lisa Spivak, PLS Tim Fettig, PLS  GUIDA SURVEYING INC.</p>
<p><b>Environmental</b> Lee Lisecki Namrata Caripa </p>	<p><b>ROW Acquisition</b> Roy Guinaldo Kelly Dewitt </p>

City of Lancaster  
SR-14/Avenue K Interchange Project (PS&E)



Milestone ◆ Summary Task Critical Manual Progress

## EXHIBIT "B"

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

#### Term

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

#### Payment

The City of Lancaster shall reimburse the CONSULTANT for actual costs, including labor costs and employee benefits incurred by the CONSULTANT in performance of the work, in an amount not to exceed \$2,204,742.00. Actual costs shall not exceed the estimated wage rates and other costs as set forth in the CONSULTANT'S proposal. Source documentation supporting billed costs must be submitted with invoice. CONSULTANT shall provide a cost breakdown with hourly rates for each office and field function in the event that additional work is required beyond the not to exceed amount specified above. Any additional work will require a separate Authorization for Consultant Services signed by both parties.

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

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

#### Time for Commencement and Completion

CONSULTANT shall commence performance of the work no later than three (3) calendar days following issuance of Notice to Proceed. It is anticipated that performance of the work will be completed within eighteen (18) months from commencement. In no event shall performance of the work be completed later than eighteen (18) months from commencement without the prior written authorization of the City. If Consultant fails to complete the work in this time period, City may avail itself of any and all remedies provided for in this Agreement.

---

Raya Mitwasi, Vice President  
TRC Solutions, Inc.

Activity	TEAM MEMBERS							Total Cost
	TRC	Guida	Fehr and Peers	Leighton	ICF	Tatsumi	OPC	
<b>TASK 1 – PROJECT MANAGEMENT</b>	<b>188,936</b>							<b>188,936</b>
1.1 Kickoff Meeting	\$10,997							\$10,997
1.2 Update Project Management Plan/QMP	\$10,997							\$10,997
1.3 Project Management/Administration	\$166,942							\$166,942
<b>TASK 2 – Data Collection</b>	<b>52,192</b>	<b>123,110</b>		<b>9,704</b>				<b>185,007</b>
2.1 Design Survey	\$4,211	\$123,110						\$127,321
2.2 Geotechnical Field Investigations	\$3,958			\$9,704				\$13,662
2.3 Utility Field Investigations	\$3,958							\$3,958
2.4A Hazardous Materials Investigations - ADL	\$21,489							\$21,489
2.4B Hazardous Materials Investigations - ISA	\$18,576							\$18,576
<b>TASK 3 – Preliminary PS&amp;E (35%) Submittal</b>	<b>13,550</b>							<b>13,550</b>
3.1 Preliminary Roadway Design	\$9,406							\$9,406
3.2 Preliminary Cost Estimate	\$4,144							\$4,144
<b>TASK 4 – Draft PS&amp;E (65%) Submittal</b>	<b>697,385</b>	<b>55,700</b>	<b>116,810</b>	<b>37,423</b>	<b>4,637</b>			<b>911,955</b>
4.1 Roadway Design	\$402,372							\$402,372
4.2 Stage Construction Design and Draft TMP Report	\$59,045		\$25,660					\$84,705
4.3 Drainage Design and Draft Drainage Report	\$60,763							\$60,763
4.4 Utility Design and Coordination	\$16,982							\$16,982
4.5 Electrical Design	\$4,224		\$83,100					\$87,324
4.6 Landscape and Erosion Control Design	\$4,224							\$4,224
4.7 65% Special Provisions and Cost Estimate	\$63,735		\$8,050	\$4,520	\$4,637			\$80,943
4.8 Draft Geotechnical Reports	\$2,966			\$32,903				\$35,868
4.9 Draft SWDR and Storm Water Treatment Memo	\$54,245							\$54,245
4.10 Draft Supplemental Fact Sheets	\$27,122							\$27,122
4.11 Draft Right-of-Way Plats and Legal Descriptions	\$1,708	\$55,700						\$57,408
<b>TASK 5 – Initial PS&amp;E (95%) Submittal</b>	<b>264,642</b>	<b>40,500</b>	<b>57,060</b>	<b>14,539</b>	<b>37,891</b>			<b>414,632</b>
5.1 65% Review Workshop with City	\$6,648		\$3,000					\$9,648
5.2 95% Plans, Spec. Provisions, Cost Est. and Reports	\$207,387		\$54,060	\$14,539	\$4,637			\$280,623
5.3 Final Right-of-Way Plats and Legal Descriptions	\$3,426	\$40,500						\$43,926
5.4 Draft Construction Schedule	\$16,434							\$16,434
5.5 Draft Environmental Commitment Record	\$3,426				\$17,639			\$21,065
5.6 Draft Environmental Permits and Approvals	\$27,321				\$15,614			\$42,935
<b>TASK 6 – Final PS&amp;E (100%) Submittal</b>	<b>54,904</b>		<b>47,540</b>	<b>10,284</b>				<b>112,727</b>
6.1 Final PS&E Review Workshops with City & Caltrans	\$7,087		\$3,000					\$10,087
6.2 Finalize Plans and Reports	\$33,221		\$38,160	\$7,275				\$78,655
6.3 Resident Engineer File	\$14,596		\$6,380	\$3,009				\$23,985
Total Design Hours								
Total Labor Costs	\$1,271,608	\$219,310	\$221,410	\$71,950	\$42,528			\$1,826,806
ODC	\$69,000	\$23,000	\$380	\$44,940	\$1,500			\$138,820
<b>GRAND TOTAL BY FIRM</b>	<b>\$1,340,608</b>	<b>\$242,310</b>	<b>\$221,790</b>	<b>\$116,890</b>	<b>\$44,028</b>			<b>\$1,965,626</b>
<b>PERCENTAGE BY FIRM</b>	<b>68%</b>	<b>12%</b>	<b>11%</b>	<b>6%</b>	<b>2%</b>			
<b>TASK 7 - OPTIONAL TASKS</b>								
1 - Temporary Traffic Signals and Street Lighting								\$58,350
2 - Contamination Investigation (3 locations total)								\$64,778
3 - Landscape Design								\$115,988

**SR-138 (SR-14) Avenue K Interchange  
PLANS, SPECIFICATIONS AND ESTIMATE**

December 7, 2018

Activity	TRC							Total Hours	Total Cost
	Proj Mgr C. Rocha	Sr PE R. Norton	Proj Engr L. Liu	Des. Engr. D. Pheng	CADD G. Matsumoto	Admin C. Laylo			
	\$382.20	\$253.39	\$171.77	\$125.77	\$119.53	\$81.91			
<b>TASK 1 – PROJECT MANAGEMENT</b>	<b>345</b>	<b>180</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>140</b>	<b>665</b>	<b>188,936</b>	
1.1 Kickoff Meeting	20	10				10	40	\$10,997	
1.2 Update Project Management Plan/QMP	20	10				10	40	\$10,997	
1.3 Project Management/Administration	305	160				120	585	\$166,942	
<b>TASK 2 – Data Collection</b>	<b>5</b>	<b>6</b>	<b>120</b>	<b>100</b>	<b>120</b>	<b>15</b>	<b>366</b>	<b>52,192</b>	
2.1 Design Survey	1	2	10		10	5	28	\$4,211	
2.2 Geotechnical Field Investigations	1	1	10		10	5	27	\$3,958	
2.3 Utility Field Investigations	1	1	10		10	5	27	\$3,958	
2.4A Hazardous Materials Investigations - ADL	1	1	50	50	50		152	\$21,489	
2.4B Hazardous Matreials Investigations - ISA	1	1	40	50	40		132	\$18,576	
<b>TASK 3 – Preliminary PS&amp;E (35%) Submittal</b>	<b>2</b>	<b>10</b>	<b>15</b>	<b>15</b>	<b>45</b>	<b>5</b>	<b>92</b>	<b>13,550</b>	
3.1 Preliminary Roadway Design	1	5	10	10	40	0	66	\$9,406	
3.2 Preliminary Cost Estimate	1	5	5	5	5	5	26	\$4,144	
<b>TASK 4 – Draft PS&amp;E (65%) Submittal</b>	<b>12</b>	<b>358</b>	<b>890</b>	<b>690</b>	<b>2,950</b>	<b>120</b>	<b>5,020</b>	<b>697,385</b>	
4.1 Roadway Design	1	180	400	190	2,200	10	2,981	\$402,372	
4.2 Stage Construction Design and Draft TMP Report	1	40	80	80	200	10	411	\$59,045	
4.3 Drainage Design and Draft Drainage Report	1	40	90	80	200	10	421	\$60,763	
4.4 Utility Design and Coordination	1	10	20	40	40	10	121	\$16,982	
4.5 Electrical Design	1	2		20		10	33	\$4,224	
4.6 Landscape and Erosion Control Design	1	2		20		10	33	\$4,224	
4.7 65% Special Provisions and Cost Estimate	1	20	150	100	160	10	441	\$63,735	
4.8 Draft Geotechnical Reports	1	2		10		10	23	\$2,966	
4.9 Draft SWDR and Storm Water Treatment Memo	2	40	100	100	100	20	362	\$54,245	
4.10 Draft Supplemental Fact Sheets	1	20	50	50	50	10	181	\$27,122	
4.11 Draft Right-of-Way Plats and Legal Descriptions	1	2				10	13	\$1,708	
<b>TASK 5 – Initial PS&amp;E (95%) Submittal</b>	<b>6</b>	<b>64</b>	<b>280</b>	<b>340</b>	<b>1,210</b>	<b>130</b>	<b>1,662</b>	<b>264,642</b>	
5.1 65% Review Workshop with City	1	10	10	0	10	10	41	\$6,648	
5.2 95% Plans, Spec. Provisions, Cost Est. and Reports	1	30	160	220	1,200	10	1,621	\$207,387	
5.3 Final Right-of-Way Plats and Legal Descriptions	1	2	10			10		\$3,426	
5.4 Draft Construction Schedule	1	10	30	60		10		\$16,434	
5.5 Draft Environmental Commitment Record	1	2	10			10		\$3,426	
5.6 Draft Environmental Permits and Approvals	1	10	60	60		80		\$27,321	
<b>TASK 6 – Final PS&amp;E (100%) Submittal</b>	<b>3</b>	<b>50</b>	<b>70</b>	<b>110</b>	<b>100</b>	<b>40</b>	<b>373</b>	<b>54,904</b>	
6.1 Final PS&E Review Workshops with City & Caltrans	1	10	10	10	10		41	\$7,087	
6.2 Finalize Plans and Reports	1	30	40	70	80		221	\$33,221	
6.3 Resident Engineer File	1	10	20	30	10	40	111	\$14,596	
<b>Total Design Hours</b>	<b>373</b>	<b>668</b>	<b>1,375</b>	<b>1,255</b>	<b>4,425</b>	<b>450</b>	<b>8,178</b>		
<b>Total Labor Costs</b>	<b>\$142,560</b>	<b>\$169,264</b>	<b>\$236,178</b>	<b>\$157,844</b>	<b>\$528,903</b>	<b>\$36,859</b>		<b>\$1,271,608</b>	
Repro - ODC								\$10,000	
ISA Research - ODC								\$14,000	
ADL Investigation - ODC								\$5,000	
(20 Potholes) - ODC								\$20,000	
(100 GPR locations) - ODC								\$20,000	
<b>GRAND TOTAL</b>								<b>\$1,340,608</b>	













**SR-138 (SR-14) Avenue K Interchange  
PLANS, SPECIFICATIONS AND ESTIMATE**

December 7, 2018

Activity	Option #2 - Contamination Investigation (per location)							Total Hours	Total Cost
	TRC								
	Proj Mgr C. Rocha	Sr PE R. Norton	Proj Engr L. Liu	Des. Engr. D. Pheng	CADD G. Matsumoto	Admin C. Laylo			
	\$382.20	\$253.39	\$171.77	\$125.77	\$119.53	\$81.91			
<b>TASK 1 – PROJECT MANAGEMENT</b>	0	0	0	0	0	0	0	\$0	
1.1 Kickoff Meeting	0	0	0	0	0	0	0	\$0	
1.2 Update Project Management Plan/QMP	0	0	0	0	0	0	0	\$0	
1.3 Project Management/Administration	0	0	0	0	0	0	0	\$0	
<b>TASK 2 – Data Collection</b>	0	0	30	26	4	6	66	9,393	
2.1 Design Survey	0	0	0	0	0	0	0	\$0	
2.2 Geotechnical Field Investigations	0	0	0	0	0	0	0	\$0	
2.3 Utility Field Investigations	0	0	0	0	0	0	0	\$0	
2.4 Hazardous Materials Investigations	0	0	30	26	4	6	66	\$9,393	
<b>TASK 3 – Preliminary PS&amp;E (35%) Submittal</b>	0	0	0	0	0	0	0	0	
3.1 Preliminary Roadway Design	0	0	0	0	0	0	0	\$0	
3.2 Preliminary Cost Estimate	0	0	0	0	0	0	0	\$0	
<b>TASK 4 – Draft PS&amp;E (65%) Submittal</b>	0	0	0	0	0	0	0	0	
4.1 Roadway Design	0	0	0	0	0	0	0	\$0	
4.2 Stage Construction Design and Draft TMP Report	0	0	0	0	0	0	0	\$0	
4.3 Drainage Design and Draft Drainage Report	0	0	0	0	0	0	0	\$0	
4.4 Utility Design and Coordination	0	0	0	0	0	0	0	\$0	
4.5 Electrical Design	0	0	0	0	0	0	0	\$0	
4.6 Landscape and Erosion Control Design	0	0	0	0	0	0	0	\$0	
4.7 65% Special Provisions and Cost Estimate	0	0	0	0	0	0	0	\$0	
4.8 Draft Geotechnical Reports	0	0	0	0	0	0	0	\$0	
4.9 Draft SWDR and Storm Water Treatment Memo	0	0	0	0	0	0	0	\$0	
4.10 Draft Supplemental Fact Sheets	0	0	0	0	0	0	0	\$0	
4.11 Draft Right-of-Way Plats and Legal Descriptions	0	0	0	0	0	0	0	\$0	
<b>TASK 5 – Initial PS&amp;E (95%) Submittal</b>	0	0	0	0	0	0	0	0	
5.1 65% Review Workshop with City	0	0	0	0	0	0	0	\$0	
5.2 95% Plans, Spec. Provisions, Cost Est. and Reports	0	0	0	0	0	0	0	\$0	
5.3 Final Right-of-Way Plats and Legal Descriptions	0	0	0	0	0	0	0	\$0	
5.4 Draft Construction Schedule	0	0	0	0	0	0	0	\$0	
5.5 Draft Environmental Commitment Record	0	0	0	0	0	0	0	\$0	
5.6 Draft Environmental Permits and Approvals	0	0	0	0	0	0	0	\$0	
<b>TASK 6 – Final PS&amp;E (100%) Submittal</b>	0	0	0	0	0	0	0	0	
6.1 Final PS&E Review Workshops with City & Caltrans	0	0	0	0	0	0	0	\$0	
6.2 Finalize Plans and Reports	0	0	0	0	0	0	0	\$0	
6.3 Resident Engineer File	0	0	0	0	0	0	0	\$0	
Total Design Hours	0	0	30	26	4	6	66		
Total Labor Costs	\$0	\$0	\$5,153	\$3,270	\$478	\$491		\$9,393	
ODC								\$12,200	
<b>GRAND TOTAL (per location)</b>								<b>\$21,593</b>	

Cost of 3 locations = \$64,778



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

CC 6
01/22/19
JC

Date: January 22, 2019

To: Mayor Parris and City Council Members

From: Jeff Hogan, Development Services Director

Subject: **Acceptance of Public Works Construction Project No. 17-016  
Auto Mall Improvements**

---

**Recommendations:**

- a. Approve Change Order Number 1, and increase the total amount of the contract with Pavement Coatings Co., of Jurupa Valley, California, for Public Works Construction Project No 17-016, Auto Mall Improvements, by \$61,437.05, for a total revised contract amount of \$267,796.33, plus a 10% contingency.
- b. Accept the work constructed by Pavement Coatings Co. for Public Works Construction Project No. 17-016, Auto Mall Improvements, and direct the City Clerk to file the Notice of Completion for the project. Retention on this project will be disbursed in accordance with California Public Contract Code.

**Fiscal Impact:**

This project was awarded in the amount of \$209,792.00. Change Orders totaling \$84,783.96 increased the scope of work and brought the total contract cost to \$294,575.96; sufficient funds are available in Capital Improvements Budget Account No.'s 232-15BW005-924, 209-15BW005-924. Annual maintenance costs for this project are negligible.

**Background:**

On March 13, 2018, the City Council awarded Public Works Construction Project No. 17-016, Auto Mall Improvements. The project included traffic improvements to add bike lanes, provide for mid-block pedestrian crossings, all-way-stops controlled intersections, and treat the pavement surface on 12<sup>th</sup> Street West, Motor Lane, Driver's Way and Auto Mall Drive within the Lancaster Auto Mall. On-street parking and painted medians to remain.

Construction of the project has been completed to the satisfaction of the Development Services Director. The project was completed on August 23, 2018. The construction quantities and the amount of payment have been approved by the Contractor and the Development Services Director.

The total contract cost is \$294,575.96.

ML:jr:gb

**Attachments:**

Notice of Completion

Vicinity Map



**RECORDING REQUESTED BY:**

CITY OF LANCASTER

**WHEN RECORDED MAIL TO:**

CITY OF LANCASTER  
CITY CLERK DEPARTMENT  
44933 N. FERN AVENUE  
LANCASTER, CA 93534

**SPACE ABOVE THIS LINE FOR RECORDER'S USE**

This document is exempt from payment of a recording fee pursuant to government Code Section 6103 and 27383.

**NOTICE OF COMPLETION OF  
PUBLIC IMPROVEMENT AND WORK**

NOTICE IS HEREBY GIVEN:

1. The City of Lancaster, Los Angeles County, State of California, is the owner on file of a certain public improvement known as:

**PUBLIC WORKS CONSTRUCTION PROJECT NO. 17-016  
AUTO MALL IMPROVEMENTS**

2. The address of said owner is 44933 North Fern Avenue, Lancaster, California 93534.
3. The location of said public improvement is as follows: Auto Mall Improvements. See Exhibit 'A' attached hereto and made a part hereof.
4. On March 13, 2018, a contract was entered into with Pavement Coatings Co. for the construction, installation, and completion of the above described public improvement and work, and filed for record in the office of the City Clerk of the City of Lancaster.
5. The work was completed on August 23, 2018, by said company according to the plans and specifications and to the satisfaction of the Development Services Director, and was accepted by the City on January 22, 2019. That upon said contract Fidelity and Deposit Company of Maryland was surety for the bond given by the said company as required by law.

ATTEST:

DATED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

CITY OF LANCASTER

\_\_\_\_\_  
BRITT AVRIT, MMC  
City Clerk  
City of Lancaster

BY: \_\_\_\_\_  
JEFF HOGAN  
Development Services Director

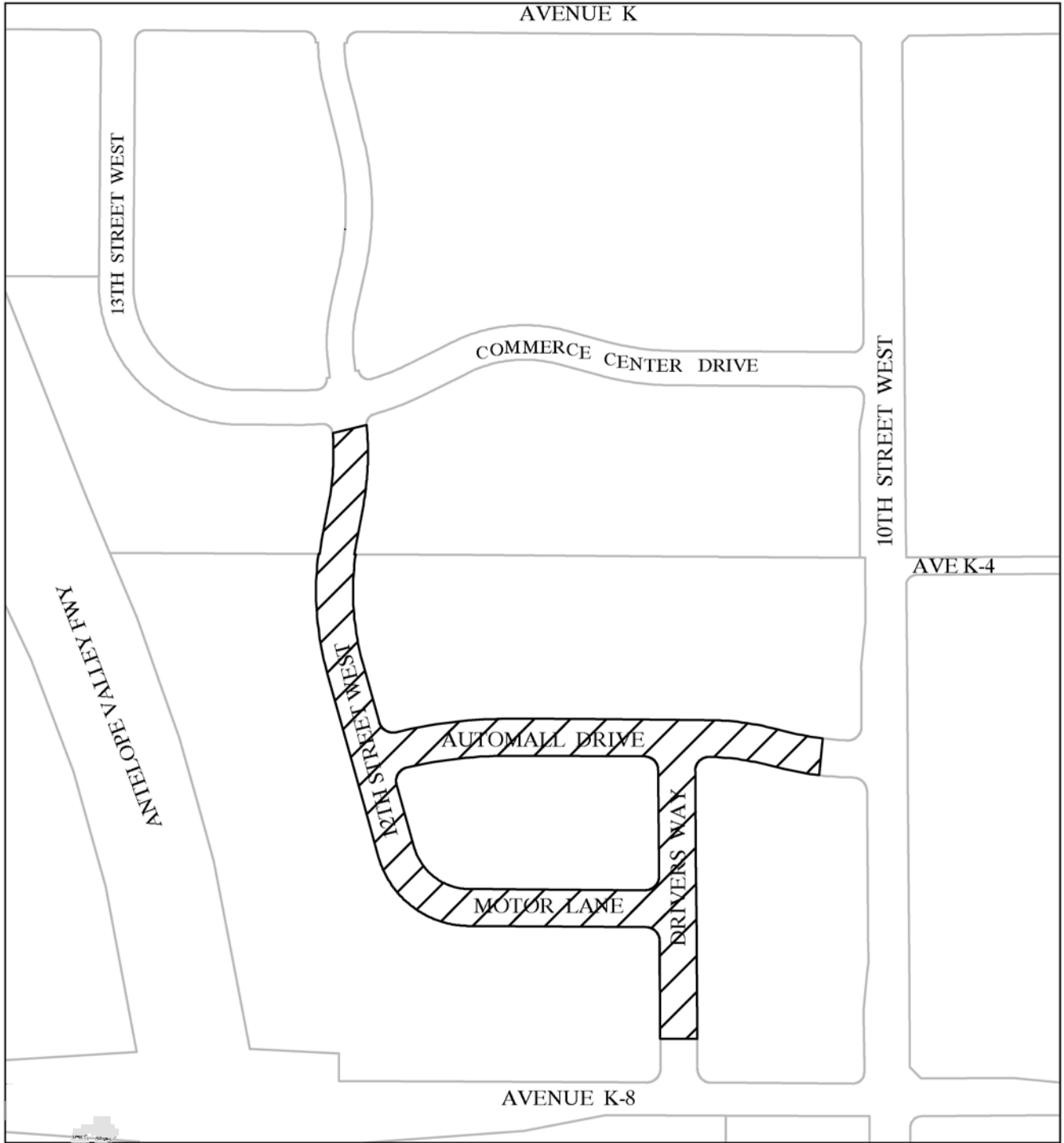
I certify (or declare) under penalty of perjury that the foregoing is true and correct.

\_\_\_\_\_  
DATE

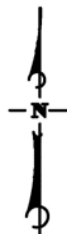
\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PLACE OF EXECUTION

**CITY OF LANCASTER**  
**PUBLIC WORKS CONSTRUCTION PROJECT NO. 17-016**  
**AUTO MALL IMPROVEMENTS**



PROJECT LIMITS: 



**VICINITY MAP**  
N.T.S.

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

PH 1
01/22/19
JC

Date: January 22, 2019

To: Mayor Parris and City Council Members

From: Jeff Hogan, Development Services Director

**Subject: Appeal of Conditional Use Permit No. 18-05, and Approval of General Plan Amendment No. 18-03 and Zone Change No. 18-03 for a Proposed Medical Cannabis Cultivation and Manufacturing Facility Located at 43511 70<sup>th</sup> Street East (Assessor's Parcel Number (APN): 3386-007-035)**

---

**Recommendations:**

- a. Adopt **Resolution No. 19-03**, upholding the Planning Commission's decision by denying the appeal for Conditional Use Permit No. 18-05 to allow for the construction and operation of a 122,871 square-foot medical cannabis cultivation and manufacturing facility, and adopting a mitigated negative declaration.
- b. Adopt **Resolution No. 19-04**, approving General Plan Amendment No. 18-03, amending the General Plan land use designation from Non-Urban Residential (NU) to Light Industrial (LI).
- c. Introduce **Ordinance No. 1054**, amending the City zoning plan for approximately 15 acres of land located at 43511 70<sup>th</sup> Street East (APN: 3386-007-035), known as Zone Change No. 18-03, from RR-2.5 (Rural Residential, minimum lot size 2.5 acres) to LI (Light Industrial).

**Fiscal Impact:**

None.

**Background:**

On February 28, 2018, the Community Development Division received applications for the construction and operation of a medical cannabis cultivation facility at 43511 70<sup>th</sup> Street East. These applications included a Conditional Use Permit (CUP), General Plan Amendment (GPA), and Zone Change (ZC) requests. The proposed project would consist of a 122,871 square-foot medical cannabis cultivation and manufacturing facility to be developed in three phases. Phases I and III consist of tenant improvements to the existing 68,271 square-foot produce packing building. Phase II would consist of a 54,600 square-foot building.

As part of the application review and in compliance with the California Environmental Quality Act (CEQA), staff prepared an initial study that disclosed that no significant adverse impacts would result from the proposed project. Therefore, staff prepared a Mitigated Negative Declaration (MND). The initial study was circulated for a mandatory public review and comment period which ended on September 13, 2018. A total of four comment letters, three from agencies and one from Better Neighborhoods, Inc., were received. The comments provided in each letter identified concerns related to factors that were discussed and addressed in the environmental document. While CEQA does not require Lead Agencies to provide written responses to comments received on an MND, staff responded orally to all issues raised at the Planning Commission meeting.

The Planning Commission held a public hearing on the proposed project on September 17, 2018. This public hearing was continued to the October 15, 2018, Planning Commission meeting to address architectural and design elements. On October 15, 2018, the Planning Commission voted (by a 5-0-0-2 vote) to approve the CUP and recommend approval of the GPA and ZC to the City Council.

### **Appeal**

The appellant, Better Neighborhoods, Inc., filed an appeal of the Planning Commission's action on October 25, 2018.

The applicant's appeal identifies questions and comments and indicates that **“additional study is necessary on several issues to determine whether they might create significant environmental impacts resulting from the project, and whether feasible mitigation measures can be implemented that would reduce the identified significant impacts to less than a significant level.”**

The letter that was attached to the appeal is the same letter (dated September 13, 2018) that was submitted as a comment letter on the initial study. Staff responded orally to all issues raised in the letter during the presentation to the Planning Commission and in response to questions asked by the Commission. The appellant did not provide any further evidence that would identify additional environmental impacts or concerns that would require further investigation. Therefore, staff believes that the required information and technical studies/data provided by the applicant, along with the MND, adequately discuss all factors and appropriately mitigate any potentially significant environmental impacts. The attached Responses to Appeal Letter responds in detail to all issues raised by the appellant.

### **General Plan Amendment/Zone Change**

The applicant, K70, LLC, submitted applications for a General Plan Amendment (GPA) and Zone Change (ZC), associated with the Conditional Use Permit (CUP) application submitted by Tradecraft Ventures. In order to facilitate the development of the proposed medical cannabis facility, the applicant is requesting to amend the General Plan land use designation from Non-Urban Residential (NU) to Light Industrial (LI) and zoning from RR-2.5 (rural residential, minimum lot size 2.5 acres) to LI for the subject property. The proposed change in the land use designation and zoning for the subject site would be consistent with the designation and zoning, and the surrounding properties.

Staff recommends that the City Council uphold the Planning Commission's approval of CUP No. 18-05, and approve GPA No. 18-03 and ZC No. 18-03.

JS/jr

**Attachments:**

Resolution No. 19-03

Resolution No. 19-04

Ordinance No. 1054

Appeal filed by Better Neighborhoods, Inc.

Responses to Appeal Letter

PC Staff Reports dated October 15, 2018, and September 17, 2018