



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

Tuesday, August 11, 2020
Regular Meeting – 5:00 p.m.

Council Chambers – Lancaster City Hall
The City Clerk/Agency/Authority Secretary hereby declares the agenda was posted
by (insert published time) on (insert published date)
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 Darrell Dorris

Council Member/Agency Director/Authority Member Raj Malhi

Council Member/Agency Director/Authority Member Ken Mann

**In response to Governor’s Executive Order N-29-20, this meeting will
be conducted telephonically and video streamed live on Channel 28 and
the City’s website: <https://www.cityoflanasterca.org/connect/public-meetings>**

***PUBLIC COMMENTS ON AGENDIZED ITEMS MAY BE RECEIVED BY
DIALING 1-877-853-5257 USING MEETING ID: 918 6831 2183#
PASSWORD: 789702#.***

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

In accordance with Governor's Order N-29-20, the public may observe this telephonic/ virtual meeting by listening to the live broadcast on local cable channel 28 or live stream on the City's website (<https://www.cityoflancasterca.org/connect/public-meetings>). The public may participate in the meeting by ***DIALING 1(877)-853-5257 USING MEETING ID: 918 6831 2183 PASSWORD: 789702.*** Individual comments are limited to three (3) minutes unless a different time limit is announced.

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, unless a different time limit is announced, 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: Dorris, Malhi, Mann;
Vice Mayor/ Vice Chair Crist, Mayor/Chair Parris

INVOCATION

PLEDGE OF ALLEGIANCE

PRESENTATION

COUNCIL ACTIONS

MINUTES

- M1.** Approve the City Council/Successor Agency/Financing/ Power/ California Choice Energy Authority Regular Meeting Minutes of July 28, 2020.

- M2.** Approve amendment to City Council/Successor Agency/Financing/Power/California Choice Energy Authority Regular Meeting minutes of June 23, 2020 to reflect Public Hearing Item No. 1 through Public Hearing Item No. 4.

CALIFORNIA CHOICE ENERGY AUTHORITY - CONSENT CALENDAR

CCEA CC 1. Approve California Choice Energy Authority Entering into a Long-Term Renewable Energy Contract with Sierra Pacific Industries on behalf of Baldwin Park Resident Owned Utility District, Pico Rivera Innovative Municipal Energy, Pomona Choice Energy, Rancho Mirage Energy Authority and San Jacinto Power

Recommendation:

- a. Approve California Choice Energy Authority entering into a long-term renewable energy contract with Sierra Pacific Industries on behalf of Baldwin Park Resident Owned Utility District.
- b. Approve California Choice Energy Authority entering into a long-term renewable energy contract with Sierra Pacific Industries on behalf of Pico Rivera Innovative Municipal Energy.
- c. Approve California Choice Energy Authority entering into a long-term renewable energy contract with Sierra Pacific Industries on behalf of Pomona Choice Energy.
- d. Approve California Choice Energy Authority entering into a long-term renewable energy contract with Sierra Pacific Industries on behalf of Rancho Mirage Energy Authority.
- e. Approve California Choice Energy Authority entering into a long-term renewable energy contract with Sierra Pacific Industries on behalf of San Jacinto Power.

These agreements will fulfill a portion of each CCA's long term renewable energy contracting obligation for Compliance Period 4 as mandated by the Act. Staff will be returning in upcoming months with additional long-term renewable energy contract approval requests on behalf its member agencies.

CONSENT CALENDAR

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

CC 2. Check Registers – July 12, 2020 through July 25, 2020

Recommendation:

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.

- CC 3.** A Resolution of the City Council of the City of Lancaster, California, repealing Resolution No. 10-33 in its entirety, and authorizing investment of City funds in the local agency investment fund (LAIF) by specific City Officers.

Recommendation:

Adopt **Resolution 20-42**, repealing Resolution No. 10-33 in its entirety and authorizing investment of City funds in the local agency investment fund (LAIF) by specific City Officers.

The City Council of the City of Lancaster Adopted Resolution No. 10-33 on June 8, 2010 repealing Resolution No. 03-354 in its entirety and authorized investment of City Funds in the Local Agency Investment Fund (LAIF) by specific officers to reflect changes to the authorization. The intent of the proposed resolution is the authorize the deposit and withdrawal of the city of Lancaster funds in the LAIF in the State Treasury in accordance with the provisions of Section 16429.1 of the Government Code for the purpose of investment and to authorize specific City of Lancaster officers i.e., the City Manager, Finance Director, their successors in office, or their designee(s) to order the deposit or withdrawal of funds in the Local Agency Investment Fund.

- CC 4.** Professional Consultant Services Agreement for Final Design for Plans, Specifications, and Estimates (PS&E) for SR-138 (SR-14) Avenue J Interchange, (Reference Public Works Construction Project No. 20-005, Formerly PWCP No. 14-010)

Recommendation:

Approve award of Additional Authorization No. 2 to Kimley-Horn and Associates, Inc., of Los Angeles, California, to amend and increase the Professional Consultant Services Agreement for additional design services in the amount of \$341,549.00 and authorize the City Manager, or his designee, to sign all documents.

On November 18, 2019, the City Council approved an additional authorization to the Professional Consultant Services Agreement for right-of-way services in the amount of \$24,447.50. The Agreement was revised for a total contract amount not to exceed \$1,918,525.50. With approval of this Additional Authorization No. 2, to provide additional design services in the amount of \$341,549.00, the Professional Consultant Services Agreement will be revised for a total contract amount not to exceed \$2,260,074.50.

- CC 5.** Award of Bid – Public Works Construction Project No. 20-010 2020 Sidewalk, Curb & Gutter Repairs

Recommendation:

Award Public Works Construction Project No. 20-010, 2020 Sidewalk, Curb & Gutter Repairs, to C.S. Legacy Construction, Inc., of Chino, California, in the amount of \$667,280.00 plus a 10% contingency, to repair or replace sidewalk, curb, gutter, or other concrete improvements at various locations throughout the City. Authorize the City Manager, or his designee, to sign

all documents. This contract is awarded to the lowest responsible bidder per California Public Code Section 22038 (b).

The 2020 Sidewalk, Curb & Gutter Repairs project will repair or replace approximately 4,800 Square Feet (SF) of sidewalk, 1,600 SF of cross gutters and spandrels, 1,200 linear feet of curb and gutter, and 47 curb ramps. The project also includes trimming 11 trees and removing 3 trees. These improvements will coincide with repairs that residents have requested through the Comcate Service Request system, as well as with future Pavement Management Program (PMP) project locations, providing required ADA improvements in advance of these projects. The project is funded through the road bond.

CC 6. Approve Entering into a Long-Term Renewable Energy Contract with Sierra Pacific Industries for Lancaster Choice Energy

Recommendation:

Approve entering into a long-term renewable energy contract with Sierra Pacific Industries for Lancaster Choice Energy.

CalChoice and its legal and technical team spent several months negotiating and finalizing commercial and contract terms on behalf of its member agencies with several counterparties and continues to do so. CalChoice, and its member agencies, will be contracting with Sierra Pacific Industries (SPI). The SPI project is a 22.77 MW project in Northern California, with a commercial delivery date of January 2021. LCE will receive 8.3% of the biomass project's generation. As a condition of the contract, SPI recognizes and accepts the secured deposit account in the name of LCE as credit and collateral, and no other security or credit backing by the city or CalChoice will be required. With the execution of this contract, which fulfills a portion of LCE's long-term renewable energy contracting requirement, LCE will have contracted for a total of 88% of its state mandated obligation for Compliance Period 4. As such, staff will be returning in upcoming months with additional long-term renewable energy contract approval requests.

CC 7. Consideration of Adoption of Ordinance No. 1075

Recommendation:

Adopt **Ordinance No. 1075**, adding Chapter 2.39 to the Lancaster Municipal Code creating the Lancaster Social Equity Commission.

At the July 28, 2020, City Council meeting, Ordinance No 1075 was introduced adding Chapter 2.39 to the Lancaster Municipal Code. The Ordinance as initially presented referred to the Social Justice Commission, but upon motion for approval, the Council changed it to the Social Equity Commission. The Lancaster Social Equity Commission will consist of seven Commissioners of Change and up to three alternates whose purpose shall be to cultivate and sustain diversity and inclusion through accountability and civilian oversight by fostering a fair and equitable justice system with transparency in all forms of government in the City of Lancaster.

CC 8. Amendment to the Compensation Schedule for 7000 Classification of Employees

Recommendation:

Adopt **Resolution 20-44**, amending Resolution 20-34, establishing terms and conditions of employment and a compensation schedule for represented regular and probationary employees.

In response to Covid-19 and budgetary caution, 7000 classification series (LCEA Represented Employees) will defer Cost of Living and Merit increases. Wages will be unchanged from Fiscal Year 2019-2020 amounts.

PUBLIC HEARINGS

PH 1. Approval of Resolution Amending Lancaster Choice Energy Customer Power Generation Rate Schedule

Recommendation:

Adopt **Resolution No. 20-43**, amending Resolution No. 20-014 amending customer power generation rates for Lancaster Choice Energy effective August 1, 2020.

The proposed rate schedule reflects the following rate change: Removal of a true-up credit to the Power Charge Indifference Adjustment. The Power Charge Indifference Adjustment (also known as PCIA or exit fees) have been suppressed April 2019 – May 2020 due to the 2018 Brown Power true-up. This was a one-time adjustment due to the implementation of the new PCIA methodology. An increase in the PCIA results in LCE decreasing rates, as the PCIA is a direct charge from SCE to LCE's customers. The overall impact is 2.79% decrease in the residential Rate D.

NEW BUSINESS

NB1. Naming of Roundabouts Located at 15th Street West and Lancaster Blvd. and 15th Street East and Avenue L in Honor of Lancaster Vice Mayor Marvin Crist and Richard Glenn "Dick" Rutan, Respectively

Recommendation:

Approve the following actions:

- a. Naming of the roundabout located at 15th Street West and Lancaster Blvd. in honor of Vice Mayor Marvin Crist.
- b. Naming of the roundabout located at 15th Street East and Avenue L in honor of Richard Glenn "Dick" Rutan.

On February 11, 2020, the City Council proposed that the 15th Street West and Lancaster Blvd. roundabout ("15th St. West Roundabout") be named after Vice Mayor Marvin Crist. This is in recognition of the enormous amount of work that the Vice Mayor has tirelessly put in the last ten years. Vice Mayor Crist's fervent advocacy, commitment and dedication has resulted in collaborative partnerships with agencies and millions of grants that Lancaster has been able to utilize for the betterment of the City. His focus on public safety led him to work out an agreement with Antelope Valley Transit Authority (AVTA) to share the cost of deputies who would be responsive to the City's public safety programming. Moreover, Vice Mayor Crist is passionate about green energy, in line with the City's Net Zero Initiative, and his efforts

while representing Antelope Valley Air Quality Management District and AVTA champion this initiative.. Pursuant to the Lancaster Facility Naming Policy (the “Policy”), naming a City facility ordinarily requires a proposal and a Facility Naming Application to be submitted the Parks, Recreation, and Arts Director of the City to initiate the process to commemoratively name a City facility after an individual. All of the noticing and public comment procedures set forth in the Policy were followed with regard to the commemorative naming of the 15th St. East and 15th St. West Roundabouts after Mr. Rutan and Vice Mayor Crist, respectively.

COUNCIL AGENDA

- CA1.** Appointment of seven (7) Social Equity Commissioners and up to three (3) alternates nominated by the Mayor and confirmed by the Council to the Social Equity Commission.

COUNCIL REPORTS

- CR1.** Report on the Activities of the Board of Directors for the Antelope Valley Transit Authority

Recommendation:

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

- CR2.** 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

PUBLIC BUSINESS FROM THE FLOOR - NON-AGENDIZED ITEMS

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CITY COUNCIL / AGENCY/ AUTHORITY COMMENTS

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. Desert-Candle, LP v. Frontier Homes, LLC, LASC Case No. 20STCV05178
5. Kappler v. Lancaster, LASC 18STCVO4990
6. Better Neighborhoods v. Lancaster, LASC BS175020

7. Antelope Valley Groundwater Cases Included Action:
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
8. Ramos v Patino, LASC Case No. MC027974
9. Lozoya v. City of Lancaster, LASC Case No. 19AVCV00714
10. Johnson v. City of Lancaster, LASC Case No. 19AVCV00824
11. Rahier v. City of Lancaster, LASC Case No. 19AVCV00163
12. Brisa Mahoney, et al. v. City of Lancaster, et al., LASC Case No. 20STCV02556
13. Conference with Real Property Negotiators:
Property: APNs 3124-012-007&012
City negotiators: Mike Livingston, Allison Burns
Negotiating parties: Elassaad Walid
Under negotiation: price and terms of payment
Property: APNs 3124-012-008&009
City negotiators: Mike Livingston, Allison Burns
Negotiating parties: Ann Hiramoto
Under negotiation: price and terms of payment
14. Manzo v. Beazer Homes Holdings, LLC et al., LASC Case No. 20AVCV00297
15. Hernandez v. County of Los Angeles, et al., LASC Case No. 20AVCV00318
16. Romines v. City of Lancaster, et al., LASC Case No. 20AVCV00345
17. Mahoney v. City of Lancaster et al, LASC Case No. 20AVCV00199
18. Moujan v. City of Lancaster et al., LASC Case No. 20AVCV00205

ADJOURNMENT

Next Regular Meeting:

September 8, 2020 at 5:00 p.m.

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.

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**LANCASTER
CITY COUNCIL/SUCCESSOR AGENCY/
FINANCING/POWER/
CALIFORNIA CHOICE ENERGY AUTHORITY
MINUTES
Tuesday, July 28, 2020**

CALL TO ORDER

Mayor Parris called the meeting of the Lancaster City Council/Successor Agency/Financing/Power/California Choice Energy Authority to order at 5:00 p.m.

ROLL CALL

PRESENT: City Council Members / Agency Directors / Authority Members: Dorris, Malhi, Mann, Vice Mayor Crist, Mayor Parris

STAFF MEMBERS:

City Manager/Executive Director; City Attorney/Agency/Authority Counsel; City Clerk/Agency/Authority Secretary; Assistant to the City Manager, Parks, Recreation and Arts Director; Development Services Director; Finance Director; Housing Director; Chief of Police/Public Safety Director.

INVOCATION

Shane Idleman, Pastor of Westside Christian Fellowship

PRESENTATION

1. Small Business Assistance Program
Presenter: Cedric White, President of the AV Black Chamber of Commerce.

MINUTES

On a motion by Vice Mayor Crist and seconded by Council Member Dorris the City Council approved the City Council/Successor Agency/Financing/Power/California Choice Energy Authority regular meeting minutes of July, 14, 2020 by the following vote: 5-0-0-0; AYES: Raj Malhi, Darrell Dorris, Ken Mann, R. Rex Parris, Marvin Crist NOES: None; ABSENT: None; ABSTAIN: None

CONSENT CALENDAR

City Attorney announced Council Member Mann needs to recuse himself from Item No. CC 4 due to proximity to property in which he owns.

Council Member Mann stated that property in question was sold and he no longer owns it.

City Clerk announced procedure for public to comment on Consent Calendar.

Addressing the Council at this time on Item No. CC 4.

Fran Serereses-discussed clarifying whether the project involving installation of sidewalk was a new project.

On a motion by Vice Mayor Crist and seconded by Council Member Malhi the City Council approved the Consent Calendar as comprised by the following vote: 5-0-0-0; Ayes: Dorris, Malhi, Mann, Crist, Parris; NOES: None; ABSENT: None; ABSTAIN: None

CC 1. ORDINANCE WAIVER

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

CC 2. CHECK REGISTERS

Approved the Check and Wire Registers as presented for June 21, 2020 through July 11, 2020 in the amount of \$7,382,597.28. Approved the Check Register as presented.

CC 3. MONTHLY REPORT OF INVESTMENTS – JUNE 2020

Accepted and approved the June 2020, Monthly Report of Investments as submitted.

CC 4. PUBLIC WORKS CONSTRUCTION PROJECT NO. 18-007 – 2018 PARKS AND CONCRETE REPAIRS

Accepted Public Works Construction Project No. 18-007, 2018 Parks and Concrete Repairs, by R.C. Becker and Son, Inc., of Santa Clarita, California. Retention on this project shall be disbursed in accordance with California Public Contract Code.

CC 5. FIRST AMENDMENT TO COMMUNITY WORKFORCE AGREEMENT

Approved Amendment No. 1 to the Community Workforce Agreement between the City of Lancaster and Los Angeles/Orange Counties Building and Construction Trades Council and the signatory local unions and district councils. Authorized the City Manager or his designee to execute all related documents.

NB1. INTRODUCED ORDINANCE NO. 1075, ADDING CHAPTER 2.39 TO THE LANCASTER MUNICIPAL CODE CREATING THE LANCASTER SOCIAL JUSTICE COMMISSION.

The City Manager and City Attorney presented the staff report on this item.

Discussion among Council included amending name of commission to Social Equity Commission; whether there is necessity for Social Equality Commission; designed to get City on the same page and not being anti-police; making adjustment and becoming a safer and more equitable city.

Council Member Dorris discussed the need to have diversity on the commission and the naming of commission.

Vice Mayor Crist discussed seeing everything done as a whole without race as a criteria; wasn't happy with presentation given at last City Council meeting regarding Social Equity & Justice Commission; not seeing goal being accomplished with some of the individuals being placed on the proposed commission.

City Clerk announced procedure for public comment on this item.

Addressing the Council at this time:

Shawn Cannon-discussed social justice for everyone within the City; thanking those individuals who did speak out; the ability to change what it means to be a leader in Lancaster; wanting to expand on things already being done within the City.

Jacob Johnson- discussed the spirit of having Social Equality Commission to connect the community and to deal with some of the challenges within the City; doing research before appointing commission members; being inclusive.

Giovanni Pope-discussed that the way Social Equity Commission came may not have been ideal; we are a City of innovation and we can also be a City of equity; creating commission not to pacify anyone but to deliver equity that people have not seen in a long time; worked extremely hard to make sure protest was not disruptive but got point across.

Fran Sereseres-discussed this idea troubled her; how is this group going to accomplish what they are saying; which group are we talking specifically about; she will work with them but she needs to see something that doesn't have just a handful of people.

On a motion by Vice Mayor Crist and seconded by Council Member Dorris the City Council introduced Ordinance No. 1075, adding Chapter 2.39 to the Lancaster Municipal Code creating the Lancaster Social Justice and Equity Commission, also amending its name to Social Equity Commission by the following vote:5-0-0-0; AYES: Raj Malhi, Darrell Dorris, Ken Mann, R. Rex Parris, Marvin Crist NOES: None; ABSENT: None; ABSTAIN: None

NB2. (1) RESOLUTION CALLING FOR THE HOLDING OF A SPECIAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2020, FOR THE SUBMISSION TO THE VOTERS A PROPOSED MEASURE RELATING TO AN ORDINANCE ENACTING A TRANSACTIONS AND USE TAX TO BE ADMINISTERED BY THE CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION AND (2) RESOLUTION REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES TO CONSOLIDATE A SPECIAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 3, 2020, WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THAT DATE PURSUANT TO SECTION 10403 OF THE ELECTIONS CODE

City Clerk announced procedure for public comment on this item.

No public comment on this item.

On a motion by Vice Mayor Crist and seconded by Council Member Malhi the City Council (a) adopted **Resolution No. 20-40** (the "Election Resolution"), calling for the holding of a Special Municipal Election to be held on Tuesday, November 3, 2020, for the submission to the voters a proposed measure relating to an ordinance enacting a transactions and use tax to be administered by the California Department of Tax and Fee Administration; (b) adopted **Resolution No. 20-41** (the "Consolidation Resolution"), requesting the Board of Supervisors of the County of Los Angeles to consolidate a Special Municipal Election to be held on November 3, 2020, with the

Statewide General Election to be held on that date pursuant to Section 10403 of the Elections Code by the following vote: 5-0-0-0 AYES: Raj Malhi, Darrell Dorris, Ken Mann, R. Rex Parris, Marvin Crist; NOES: None; ABSENT: None; ABSTAIN: None

CR1. REPORT ON THE ACTIVITIES OF THE BOARD OF DIRECTORS FOR THE ANTELOPE VALLEY TRANSIT AUTHORITY

Vice Mayor Crist discussed the AVTA having to give \$20 million back because SCAG wrote the split letter which stated that it had to be given back to METRO; discussed Saturday schedule being included; ridership down by sixty-five (65%) percent but still profitable at this time.

CR2. COUNCIL REPORTS

Council Member Dorris-thanked Vice Mayor Crist with helping the churches in the Valley being able to use baseball stadium.

Mayor Parris-discussed projections of COVID-19; getting Deputy Mayors to come up with a plan to save as many lives as we can; creating our own path to help save more lives.

Deputy Mayor Tiffany Tanner discussed-turn-around time for results; increasing testing; City has acquired tests that should allow for results within twenty-four hours; increased access to testing; discussed COVID-19 statistics; flu season impacting/increasing numbers with COVID-19; quick turn-around testing is the best way to beat COVID-19.

Vice Mayor asked about cost of test and arrival of test to which Deputy Mayor Tanner believed the test should arrive on Monday and haven't finalized total cost of the program.

Mayor Parris discussed wanting our City to save as many lives as possible; Staff has to figure out how to save lives whether we have the help of the County or not.

CALIFORNIA CHOICE ENERGY AUTHORITY

No action required at this time.

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 Manager discussed rebranding process and encouraging community to take survey; taking advantage of dining out program; 1800 cars sold since the beginning of Operation Jumpstart; encouraged those to purchase vehicle and receive five hundred dollar (\$500) gift card: completed Amargosa drainage system; Prime Woodland project is complete; cooling center open at the MOAH.

Mayor Parris discussed getting more mask into the prison.

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 Council at this time:

Janelle Edwards-discussed the need to keep spas, salons, and barbershops open; issues with Order issued by the State; they have collected their own data which shows that they are not the cause of recent increase in COVID-19 rise; guidelines have become more discriminatory; requesting Council to provide letters of recommendations so that they may continue to provide services; requested the City work with surrounding cities to get an exception to current COVID-19 orders.

Deputy Mayor Troung discussed survey found in Missouri with salons and barbershops.

Caller-discussed issue with getting a street sweeping ticket when he was told that tickets were not being giving out at the time.

CITY COUNCIL / AGENCY/ AUTHORITY COMMENTS

None

CLOSED SESSION

City Attorney announced recess for the purpose of conducting a Closed Session regarding the following matters:

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. Desert-Candle, LP v. Frontier Homes, LLC, LASC Case No. 20STCV05178
5. Kappler v. Lancaster, LASC 18STCVO4990
6. Better Neighborhoods v. Lancaster, LASC BS175020
7. 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
8. Ramos v Patino, LASC Case No. MC027974
9. Lozoya v. City of Lancaster, LASC Case No. 19AVCV00714

10. Johnson v. City of Lancaster, LASC Case No. 19AVCV00824
11. Rahier v. City of Lancaster, LASC Case No. 19AVCV00163
12. Brisa Mahoney, et al. v. City of Lancaster, et al., LASC Case No. 20STCV02556
13. Conference with Real Property Negotiators:
Property: APNs 3124-012-007&012
City negotiators: Mike Livingston, Allison Burns
Negotiating parties: Elassaad Walid
Under negotiation: price and terms of payment

Property: APNs 3124-012-008&009
City negotiators: Mike Livingston, Allison Burns
Negotiating parties: Ann Hiramoto
Under negotiation: price and terms of payment
14. Manzo v. Beazer Homes Holdings, LLC et al., LASC Case No. 20AVCV00297
15. Hernandez v. County of Los Angeles, et al., LASC Case No. 20AVCV00318
16. Romines v. City of Lancaster, et al., LASC Case No. 20AVCV00345
17. Mahoney v. City of Lancaster et al, LASC Case No. 20AVCV00199
18. Moujan v. City of Lancaster et al., LASC Case No. 20AVCV00205

RECONVENE: Council reconvened at 7:18 p.m.

CITY ATTORNEY ANNOUNCEMENT

City Attorney announced that in closed session Council took up Closed Session item no. 13 Conference with Real Property Negotiators: Property: APNs 3124-012-007&012 and Property: APNs 3124-012-008&009 and gave direction to staff and legal counsel. No reportable action.

ADJOURNMENT

Mayor Parris adjourned the meeting at 7:20 p.m. and state the next City Council/Successor Agency/Financing/Power/California Energy Authority Meeting will be held on Tuesday, August 11, 2020 at 5:00 p.m.

PASSED, APPROVED and ADOPTED this 11th day of August, 2020 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

APPROVED:

ANDREA ALEXANDER
CITY CLERK

R. REX PARRIS
MAYOR/CHAIRMAN

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)

M2
08/11/20
JC



**LANCASTER
CITY COUNCIL/SUCCESSOR AGENCY/
FINANCING/POWER/
CALIFORNIA CHOICE ENERGY AUTHORITY
AMENDED MINUTES
June 23, 2020**

CALL TO ORDER

Vice Mayor Crist called the meeting of the Lancaster City Council/Successor Agency/Financing/Power/California Choice Energy Authority to order at 5:00 p.m.

ROLL CALL

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

EXCUSED: Mayor Parris

STAFF MEMBERS:

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

On a motion Vice Mayor Mann and seconded by Council Member Malhi, the City Council/Successor Agency/Financing/Power/California Choice Energy Authority Excused Mayor Parris from the Regular Meeting of June 23, 2020, by the following vote: 4-0-0-1; AYES: Dorris, Malhi, Mann, Crist; NOES: None; ABSTAIN: None; ABSENT: Parris

INVOCATION

Council Member Darrell Dorris

MINUTES

City Clerk announced procedure for public comment on Minutes.

No public comments on Minutes at this time.

On a motion Vice Mayor Mann 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 June 09, 2020, by the following vote: 4-0-0-1; AYES: Dorris, Malhi, Mann, Crist; NOES: None; ABSTAIN: None; ABSENT: Parris

CONSENT CALENDAR

City Clerk announced procedure for public comment on the consent calendar.

No public comments on consent calendar at this time.

On a motion by Council Member Dorris and seconded by Council Member Malhi, the City Council/Successor Agency/Financing/Power/California Choice Energy APPROVED the Consent Calendar as comprised, by the following vote: 4-0-0-1: AYES: Dorris, Malhi, Mann, Crist: Parris; NOES: None; ABSTAIN: None; ABSENT: Parris

CC 1. ORDINANCE WAIVER

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

CC 2. CHECK REGISTERS

Approved the Check and Wire Registers for May 3, 2020 through May 16, 2020 in the amount of \$ 4,457, 038.28. Approved the Check Register as presented.

CC 3. MONTHLY REPORT OF INVESTMENTS

Accepted and approved the May 2020, Monthly Report of Investments as submitted.

CC 4. PUBLIC WORKS CONSTRUCTION PROJECT NO. 21-004

Awarded **Public Works Construction Project No. 21-004**, 42nd Street West and Avenue K Drainage Improvements, to R.C. Becker and Son, Inc. of Santa Clarita, California, in the amount of \$341,460.72 plus a 10% contingency, to repair street and maintain the drainage flow at the intersections of 42nd Street West and Avenue K. Authorized the City Manager ,or his designee, to sign all documents.

CC 5. PUBLIC WORKS CONSTRUCTION PROJECT NO. 20-007

Increased **PWCP 20-007** construction contract with Quality Fence Company Inc., of Paramount, California, by \$136,770, to install additional security fencing on the north side of Lancaster Boulevard at Amargosa Creek, at the City Community Center, and at the City Corporate (Maintenance) Yard.

CC 6. ACCEPTANCE OF IMPROVEMENTS (WATER)

Approved the completed water system installed by the developer for the following project:

Project
Site Plan Review No. 17-0445244

Location/Owner
32nd Street West
Owner: If Life Hands You Lemons, LP

CC 7. ACCEPTANCE OF IMPROVEMENTS (STREETS)

Approved the developer constructed streets on the following project. In addition, accept the streets for maintenance by the City and for public use.

Project
Site Plan Review No. 17-02

Location/Owner
23rd Street West and Avenue H-8
Owner: Richard Wade

CC 8. RESOLUTION 20-30

Adopted **Resolution No. 20-30**, declaring a Trusted System for the management of Human Resource records.

CC 9. AGREEMENT WITH CLEAN HARBORS, INC., FOR HAZARDOUS WASTE CLEANUP AND DISPOSAL.

1. Authorized the City Manager to pay invoices for work completed to Clean Harbors and Safety Kleen.
2. Authorized the City Manager to enter into an agreement with Clean Harbors, Inc., for mitigation of the hazardous waste spill at the City's Corporate Yard.
3. Appropriated \$300,000.00 from Gas Tax fund balance account 203-2900-000 to expenditure account 203-4220-301.

PH 1. LEVYING LANCASTER SEWER SYSTEM SERVICE CHARGES FOR FISCAL YEAR 2020-2021

Vice Mayor Crist opened the Public Hearing.

City Clerk announced procedure for public comments

No public comments at this time.

Council waived the staff report seeing no comments from the public.

Vice Mayor Closed the Public Hearing.

On a motion by Council Member Mann and seconded by Council Member Malhi the City Council adopted **Resolution No. 20-26**, a resolution of the City Council of the City of Lancaster, California, levying Lancaster Sewer System Service Charges for maintenance and servicing of the Lancaster Sewer System for Fiscal Year 2020-2021 by the following vote: 4-0-0-1; AYES: Dorris, Malhi, Mann, Crist; NOES: None; ABSTAIN: None; ABSENT: Parris

PH 2. LANCASTER DRAINAGE BENEFIT ASSESSMENT DISTRICT - LEVY OF ANNUAL ASSESSMENT FOR FISCAL YEAR 2020-2021

Vice Mayor Crist opened the Public Hearing.

City Clerk announced procedure for public comments

No public comments at this time.

Council waived the staff report seeing no comments from the public.

Vice Mayor closed the Public Hearing

On motion by Council Member Mann and seconded by Council Member Dorris the City Council adopted **Resolution No. 20-27**, confirming the diagram and assessments, and ordering the levy of an assessment in the Lancaster Drainage Benefit Assessment District for Fiscal Year 2020-2021 by the following vote: 4-0-0-1; AYES: Dorris, Malhi, Mann, Crist; NOES: None; ABSTAIN: None; ABSENT: Parris

PH 3. LANCASTER LIGHTING MAINTENANCE DISTRICT - LEVY OF ANNUAL ASSESSMENT FOR FISCAL YEAR 2020-2021

Vice Mayor Crist opened the Public Hearing.

City Clerk announced procedure for public comments.

No public comments at this time.

Council waived the staff report seeing no comments from the public.

Vice Mayor closed the public hearing.

On a motion by Council Member Dorris and seconded by Council Member Malhi adopted **Resolution No. 20-28**, confirming the diagram and assessments, and ordering the levy of an assessment in the Lancaster Lighting Maintenance District for Fiscal Year 2020-2021 by the following vote: 4-0-0-1; AYES: Dorris, Malhi, Mann, Crist; NOES: None; ABSTAIN: None; ABSENT: Parris

PH 4. LANCASTER LANDSCAPE MAINTENANCE DISTRICT NO. 1 - LEVY OF ANNUAL ASSESSMENT FOR FISCAL YEAR 2020-2021.

Vice Mayor Crist opened the Public Hearing.

City Clerk announced procedure for public comments

No public comments at this time.

Council waived staff report seeing no comments from the public.

Vice Mayor closed the Public Hearing

On a motion by Council Member Mann and seconded by Council Member Dorris the Council adopted **Resolution No. 20-29**, confirming the diagram and assessments, and ordering the levying of an assessment in the Lancaster Landscape Maintenance District No. 1 for Fiscal Year 2020-2021 by the following vote: 4-0-0-1; AYES: Dorris, Malhi, Mann, Crist; NOES: None; ABSTAIN: None; ABSENT: Parris

JCB 1. FISCAL YEAR 2020-2021 BUDGETS AND FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM

Vice Mayor Crist re-opened the Public Hearing.

Jason Caudle, City Manager and George Harris, Finance Director presented the staff report on this item.

City Clerk announced procedure for public comment.

No public comments at this time.

Vice Mayor closed the Public Hearing.

On a motion by Council Member Mann and seconded by Council Member Malhi the City Council Adopted **Resolution 20-31**, adopting the proposed City of Lancaster Fiscal Year 2020-2021 General Fund Operating Budget, Special Funds Budget, and Capital Improvement Program Budget. by the following vote: 4-0-0-1; AYES: Doris, Malhi, Mann, Crist; NOES: None; ABSTAIN: None; ABSENT: Parris

On a motion by Council Member Mann and seconded by Council Member Dorris the City Council adopted Resolution **20-32**, establishing the annual Appropriations Limit for Fiscal Year 2020-2021 by the following vote 4-0-0-1; AYES: Dorris, Malhi, Mann, Crist; NOES: None; ABSTAIN: None; ABSENT: Parris

On a motion by Council Member Mann and seconded by Council Member Malhi the City Council adopted **Resolution 20-33**, authorizing an amendment to the final budget for Fiscal Year 2019-2020 by the following vote 4-0-0-1; AYES: Dorris, Malhi, Mann, Crist; NOES: None; ABSTAIN: None; ABSENT: Parris

On a motion by Council Member Mann and seconded by Council Member Malhi the City Council adopted **Resolution 20-34**, amending Resolution 17-35 by establishing a classification and compensation schedule for temporary employees and amending Resolution 19-06 by establishing terms and conditions of employment and a compensation schedule for represented regular and probationary employees and amending Resolution 19-38 establishing terms and conditions of employment and a compensation schedule for non-represented regular and probationary employees of the City. by the following vote 4-0-0-1; AYES: Dorris, Malhi, Mann, Crist; NOES: None; ABSTAIN: None; ABSENT: Parris

On a motion by Council Member Mann and seconded by Council Member Malhi the City Council approved a \$1,425,000 Proposition A Funds exchange with the City of Commerce and authorized the City Manager to execute all documents related to the transaction by the following vote 4-0-0-1; AYES: Dorris, Malhi, Mann, Crist; NOES: None; ABSTAIN: None; ABSENT: Parris

On a motion by Council Member Mann and seconded by Council Member Malhi the City Council adopted the proposed CCEA Fiscal Year (FY) 2020-2021 Budget as presented by the following vote: 4-0-0-1; AYES: Dorris, Malhi, Mann, Crist; NOES: None; ABSTAIN: None; ABSENT: Parris

NB 1. EXCHANGE AGREEMENT AND ASSIGNMENT OF FEDERAL SURFACE TRANSPORTATION PROGRAM-LOCAL FUNDS WITH THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

Council Member Mann stated he owns property in the immediate area and needs to recuse himself.

Council Member Malhi stated that he owns property in the immediate area and needs to recuse himself.

The City Attorney stated it appears that City Council Members Mann and Malhi have conflicts of interest regarding this item. In order to vote on the item, the Rule of Necessity must be put in place which when this item first came up; Council Member Malhi drew the straw for future votes regarding this project.

Council Member Mann left the meeting at this time.

Jeff Hogan, Development Services Director presented the staff report on this item.

City Clerk announced procedures for public comments.

No public comment at this time.

On a motion by Council Member Dorris and seconded by Council Member Malhi the City Council approved (1) the Exchange Agreement and Assignment of Federal Surface Transportation Program - Local Funds with the Los Angeles County Metropolitan Transportation Authority (LACMTA) in the amount of \$1,456,122; and authorized the City Manager, or his designee, to sign all documents. (2) Recognized revenues and appropriated expenditures totaling \$1,427,000 in LACMTA Local Funds to the Capital Improvement Program (CIP) project as listed below, by the following vote: 3-0-1-1; Ayes:Malhi, Dorris Crist; Noes: None; Abstain: Mann; Absent: Parris

Project Name	Amount	Revenue Account	Expenditure Account
Medical Main Street	\$1,427,000	321-3351-104	321-15ST058-924

CR 1. REPORT ON ACTIVITIES OF THE BOARD OF DIRECTORS FOR DISTRICT NO. 14 OF THE COUNTY SANITATION DISTRICTS OF LOS ANGELES COUNTY.

Vice Mayor Crist presented a report on activities of the board of directors for district no. 14 of the county sanitation district of Los Angeles County which included the rebate program now being in effect and to inform business owners of rebate program for sewer rates.

CR 2. REPORT ON THE ACTIVITIES OF THE BOARD OF DIRECTORS FOR THE ANTELOPE VALLEY TRANSIT AUTHORITY

Vice Mayor Crist discussed the approval of AVTA budget; grant from FTA; 20 million stolen by FTA; the allotment of money for the antelope valley and distribution of funds; discussed how money was lost; welcomed Council Member Malhi at AVTA meeting.

Discussion among Council:

Dorris inquired about Antelope Valley Representation and how money was lost.

Crist discussed Palmdale representation and votes; one percent sales tax increase in effect.

CR 3. COUNCIL REPORTS

Council Member Mann discussed Destination Lancaster working on opening fields; signed contract to bring tournaments to the Antelope Valley, tournaments will help Hotel occupancy.

Council Member Dorris discussed the collaborative effort by Sheriff's department and individuals in the community; along with conversations with others on current issues and protests; reporting on elimination of scheduled increase in sanitation tax rates and rebates for flow of water for restaurants which was approved.

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

The City Manager discussed Community Services Programs milk giveaway; opening of impact houses, Fourth of July fireworks show will be virtual and viewable by remaining in vehicles; Farmer's Market to begin; Hot Summer Nights scheduled to begin; MOAH opening; Sports Camps opening; COVID numbers and emphasis on safety precautions.

Vice Mayor Crist inquired about efforts to cut down on illegal firework activity.

City Manager discussed and emphasized that fireworks are illegal.

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 COMMENTS- NON-AGENDIZED ITEMS

Addressing the Council at this time:

Fran Sereseres- discussed efforts to protect Lancaster; AVPH Coalition Car Caravan for Census; wanting Mayor to put updates on Channel 28.

COUNCIL COMMENTS

Council Member Dorris discussed the 2020 Census and being counted helps with funding.

ADJOURNMENT

Vice Mayor Crist adjourned the meeting at 5:58 p.m. and stated the next City Council/Successor Agency/Financing/Power/California Choice Energy Authority meeting will be held on Tuesday, July 14, 2020 at 5:00 p.m.

PASSED, APPROVED and ADOPTED this 11th day of August 2020, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

APPROVED:

ANDREA ALEXANDER
CITY CLERK

R. REX PARRIS
MAYOR/ CHAIR

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 1
08/11/20
JC

Date: August 11, 2020

To: Chairman Parris and Authority Members

From: Jason Caudle, Executive Director

Subject: **Approve California Choice Energy Authority Entering into a Long-Term Renewable Energy Contract with Sierra Pacific Industries on behalf of Baldwin Park Resident Owned Utility District, Pico Rivera Innovative Municipal Energy, Pomona Choice Energy, Rancho Mirage Energy Authority and San Jacinto Power**

Recommendations:

- a. Approve California Choice Energy Authority entering into a long-term renewable energy contract with Sierra Pacific Industries on behalf of Baldwin Park Resident Owned Utility District.
- b. Approve California Choice Energy Authority entering into a long-term renewable energy contract with Sierra Pacific Industries on behalf of Pico Rivera Innovative Municipal Energy.
- c. Approve California Choice Energy Authority entering into a long-term renewable energy contract with Sierra Pacific Industries on behalf of Pomona Choice Energy.
- d. Approve California Choice Energy Authority entering into a long-term renewable energy contract with Sierra Pacific Industries on behalf of Rancho Mirage Energy Authority.
- e. Approve California Choice Energy Authority entering into a long-term renewable energy contract with Sierra Pacific Industries on behalf of San Jacinto Power.

Fiscal Impact:

There is no fiscal impact to California Choice Energy Authority.

Background:

In October 2015, the State of California enacted Senate Bill 350, also known as the Clean Energy and Pollution Reduction Act of 2015 (the Act). The Act established new clean energy, clean air and greenhouse gas reduction goals for the state. Specifically, the Act requires that all load serving entities, including Community Choice Aggregators (CCAs), enter into long-term renewable energy contracts with energy delivery to begin by the 2021 – 2024 compliance period (Compliance Period 4).

In order to meet this requirement, California Choice Energy Authority (CalChoice), on behalf of its member agencies, issued a Request for Proposals for Renewable Energy Projects in

March 2020. Several wind, solar, geothermal, biomass, and small hydro-electric projects were short-listed. Short-listed proposals were based on cost, location, and portfolio diversity.

CalChoice and its legal and technical team spent several months negotiating and finalizing commercial and contract terms with several counterparties and continues to do so. CalChoice, on behalf of its member agencies, will be contracting with Sierra Pacific Industries (SPI) for approximately 22.77 MW of output. Baldwin Park Resident Owned Utility District (B-PROUD) will receive 8.3% of the total output; Pico Rivera Innovative Municipal Energy (PRIME) will receive 8.3% of the total output; Pomona Choice Energy (PCE) will receive 20% of the total output; Rancho Mirage Energy Authority (RMEA) will receive 4.2% of the total output, and San Jacinto Power (SJP) will receive 3.3% of the total output. The project is a biomass facility in Northern California.

As a condition of each contract, SPI recognizes and accepts the secured deposit accounts in the names of B-PROUD, PRIME, PCE, RMEA, and SJP as credit and collateral, and no other security or credit backing by the member cities or CalChoice will be required.

The City Councils of the Cities of Baldwin Park, Pico Rivera, Pomona, Rancho Mirage and San Jacinto have, or will approve CalChoice entering into these agreements at their council meetings August 5th, August 11th, August 3rd, July 23rd, and August 4th respectively.

These agreements will fulfill a portion of each CCA's long term renewable energy contracting obligation for Compliance Period 4 as mandated by the Act. Staff will be returning in upcoming months with additional long-term renewable energy contract approval requests on behalf its member agencies.

Therefore, staff recommends that the Authority Board approve California Choice Energy Authority entering into a long-term renewable energy contracts with Sierra Pacific Industries on behalf of Baldwin Park Resident Owned Utility District, Pico Rivera Innovative Municipal Energy, Pomona Choice Energy, Rancho Mirage Energy Authority, and San Jacinto Power.

Attachments:

Power Purchase Agreements

**CONFIRMATION
LONG-TERM CONTRACT FOR PCC3 RECS**

THIS CONFIRMATION FOR LONG-TERM CONTRACT FOR PCC3 RECS (this “Confirmation”) is entered into this 30th day of June, 2020 (“Effective Date”), by and between California Choice Energy Authority, a California joint powers authority on behalf of City of Pico Rivera, a California municipal corporation and general law city, d/b/a Pico Rivera Innovative Municipal Energy (“CalChoice” or “Buyer”) and Sierra Pacific Industries (“SPI” or “Seller”), each referred to herein individually as a “Party” and collectively as the “Parties”, regarding the purchase and sale of the Product (as defined below) under the terms and conditions herein (the “Transaction”). Capitalized terms used in this Confirmation and not defined herein have the meaning assigned thereto in the Master Agreement or Schedule R (each as defined below). The Master Agreement and this Confirmation shall be collectively referred to herein as the “Agreement.”

WHEREAS, Buyer is subject to Section 399.13(b) of the California Public Utilities Code, which requires all California load-serving entities (LSEs) to meet sixty-five percent (65%) of their California Renewables Portfolio Standard (RPS) obligations with supply contracts of ten years or longer.

NOW, THEREFORE, in consideration of the mutual covenants and agreements in this Confirmation and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

Master Agreement: This Confirmation shall be governed by the terms and conditions of the WSPP Agreement, version dated January 25, 2020, promulgated by WSPP, Inc. (the “Master Agreement”), such terms and conditions are incorporated by reference as if fully set forth in this Confirmation, including but not limited to Schedule R of the Master Agreement (“Schedule R”). The Master Agreement, including Schedule R, shall govern this REC Transaction, except as modified in this Confirmation. References herein to sections in Schedule R shall appear, for example, as “Section R-2.3.4”. References in Schedule R to “Renewable Energy Facility” shall be interpreted as references to a Project (as defined below in this Confirmation).

Product: As used herein, “Product” shall mean Portfolio Content Category 3 (“PCC 3”) RECs generated by a Project that meet the requirements of the Applicable Program and this Confirmation and which shall be subject to the requirements of a Resource Contingent REC as described in Section R-2.3.3 of Schedule R.

Environmental Attributes: The Environmental Attributes conveyed under this Confirmation as part of the Product are All Attributes, including all Environmental Attributes required under the Applicable Program (as defined in the Definitions section hereof).

Project: As used herein, “Project” shall mean one or more of the renewable energy generating facilities listed in Exhibit A, which shall be referred to collectively as the “Projects”.

Delivery Term: “Delivery Term” means the period from January 1, 2021 through December 31, 2030, and shall continue through the completion of the payment of amounts due pursuant to this Confirmation and the transfer of all RECs to Buyer through WREGIS.

Contract Quantity: The amount of Product to be supplied for each calendar year of the Delivery Term shall be equal to the lesser of (a) [REDACTED] or (b) [REDACTED] of the total aggregate output (in MWh) of the Projects for such calendar year (the “Contract Quantity”).

Contract Price: The price for each MWh (i.e., per REC) of Product conveyed to Buyer in accordance with the terms of this Confirmation is set forth in Exhibit B (the “Contract Price”).

REC Transfer: During the Delivery Term, Seller shall transfer the RECs to Buyer’s WREGIS account (Buyer’s WREGIS Account Holder Name and Account ID: PRIME – Pico Rivera Innovative Municipal Energy - 1375).

Invoicing and Payment: During the Delivery Term, once per quarter, Seller will invoice Buyer for an amount equal to the product of (a) the Contract Price and (b) the portion of the Contract Quantity delivered to Buyer, as evidenced by the quantity of WREGIS Certificates transferred to Buyer’s WREGIS account by Seller.

Buyer shall make payment to Seller by wire transfer or ACH payment to the bank account provided on each monthly invoice. Buyer shall pay undisputed invoice amounts on or before the twenty-third (23rd) day of the month in which the invoice was received, provided that such invoice was received by the fifteenth (15th) day of the month, otherwise the invoice will be paid on the next month’s monthly distribution date under the Security Documents (i.e., the 23rd of the month). If such due date falls on a weekend or legal holiday, such due date shall be the next Business Day.

Supporting Data: Because the Product is being sold by Seller to Buyer to facilitate Buyer’s compliance with the California Renewables Portfolio Standard, including the requirements of Section 399.13(b) of the California Public Utilities Code and CPUC Decision D.17-06-026, Seller shall use reasonable efforts to assist Buyer, if necessary, in timely providing required data and/or documentation, as requested by jurisdictional regulatory authorities, to support Buyer’s compliance.

Change in Law Provisions: The REC Transaction under this Confirmation is Regulatorily Continuing as defined in Section R-5.2.2(b) of Schedule R. The Parties acknowledge that an essential purpose of this Agreement is for Purchaser to acquire Product that will satisfy Purchaser’s obligations under the Applicable Program. In the event of a Change in Law in the Applicable Program, including for the avoidance of doubt any Change in Law that would prevent the Product from being used by Purchaser to meet the compliance requirements of the Applicable Program, Seller shall make commercially reasonable efforts to obtain compliance with such Change in Law, provided that Seller shall not be required to spend more than [REDACTED] during the Delivery Term in Seller’s efforts to obtain such compliance. Seller shall keep Buyer reasonably informed of its efforts to obtain compliance. If (a) it is not possible to obtain compliance without amending this Confirmation, or (b) notwithstanding Seller’s efforts to obtain compliance, including expenditure by Seller of the amount specified in the preceding sentence, or if Seller cannot, or would not be able to, obtain compliance regardless of the amount of money expended, the Parties shall work in good faith to try and revise this Confirmation so that this Confirmation complies with the requirements of such Change in Law. In the event the Parties cannot reach agreement on any such amendments to this Confirmation after sixty (60) days of commencement of discussions regarding such Change in Law (“Negotiation Period”), then Purchaser may terminate this Confirmation upon written notice to Seller, which shall be effective the next Business Day after such notice is received, and any such termination shall be without further liability to either Party, subject to payment of any amounts owing between the Parties prior to such termination.

SPECIAL PROVISIONS:

A. Non-Modifiable Standard Terms and Conditions

- (1) Eligibility: Seller, and, if applicable, its successors, represents and warrants that throughout the Delivery Term of this Agreement that: (i) the Project qualifies and is certified by the CEC as an Eligible Renewable Energy Resource (“ERR”) as such term is defined in Public Utilities Code Section 399.12 or Section 399.16; and (ii) the Project’s output delivered to Buyer qualifies under the requirements of the California Renewables Portfolio Standard. To the extent a change in law occurs after execution of this Agreement that causes this representation and warranty to be materially false or misleading, it shall not be an Event of Default if Seller has used commercially reasonable efforts to comply with such change in law. **[STC 6, Non-Modifiable. (Source: D.07-11-025, Attachment A.) D.08-04-009]**
- (2) Applicable Law: Governing Law. This Agreement and the rights and duties of the Parties hereunder shall be governed by and construed, enforced and performed in accordance with the laws of the state of California, without regard to principles of conflicts of law. To the extent enforceable at such time, each Party waives its respective right to any jury trial with respect to any litigation arising under or in connection with this Agreement. **[STC 17, Non-Modifiable. (Source: D.07-11-025, Attachment A) D.08-04-009]**
- (3) Transfer of Renewable Energy Credits: Seller and, if applicable, its successors, represents and warrants that throughout the Delivery Term of this Agreement the renewable energy credits transferred to Buyer conform to the definition and attributes required for compliance with the California Renewables Portfolio Standard, as set forth in California Public Utilities Commission Decision 08-08-028, and as may be modified by subsequent decision of the California Public Utilities Commission or by subsequent legislation. To the extent a change in law occurs after execution of this Agreement that causes this representation and warranty to be materially false or misleading, it shall not be an Event of Default if Seller has used commercially reasonable efforts to comply with such change in law. **[STC REC-1, Non-modifiable. D.11-01-025]**
- (4) Tracking of RECs in WREGIS: Seller warrants that all necessary steps to allow the Renewable Energy Credits transferred to Buyer to be tracked in the Western Renewable Energy Generation Information System will be taken prior to the first delivery under the contract. **[STC REC-2, Non-modifiable. D.11-01-025]**

B. Additional Terms and Conditions

- (1) Seller Representations and Warranties. Seller represents and warrants:
 - (a) Seller is the owner of the Projects and all Product delivered under this Confirmation to Buyer shall have been produced by the Projects;
 - (b) As of both Delivery and passage of title, Seller has and conveys to Buyer all right, title, interest in and to the REC and all Environmental Attributes underlying the REC, and the exclusive right to any and all Reporting Rights Seller may have in or to the REC and Environmental Attributes, free and clear of any liens, security interests, or other encumbrances of any kind whatsoever;
 - (c) Seller has not sold the Product to be transferred to Buyer to a third party; and
 - (d) the Product meets the requirements set forth in PUC Code 399.16(b)(3) and the RPS compliance requirements for Portfolio Content Category 3 as set forth in CPUC Decision 11-12-052.
- (2) Buyer Representations and Warranties. Buyer represents and warrants that Buyer has taken all necessary steps to establish a WREGIS account to receive the RECs to be transferred from Seller to Buyer prior to the first delivery under this Confirmation.

- (3) Assignment. Buyer may assign its interest in this Confirmation to City of Pico Rivera, a California municipal corporation and general law city in furtherance of its Pico Rivera Innovative Municipal Energy program (“City of Pico Rivera”) without Seller’s consent, provided that (i) City of Pico Rivera and this Agreement are still subject to the Security Documents or (ii) City of Pico Rivera has provided other performance assurance reasonably acceptable to Seller.

C. Amendments to The Master Agreement; Additional Provisions

(1) Confidentiality.

- (a) Section 30, Confidentiality, of the Master Agreement is amended for purposes of this Confirmation by inserting at the end of Section 30.1(6) prior to the semicolon the following: “or to Deliver RECs pursuant to the requirements of WREGIS”.
- (b) Each Party recognizes that this Confirmation is subject to the requirements of the California Public Records Act (Government Code Section 6250 et seq.).

- (2) Credit Requirements. The Parties agree and acknowledge that this Confirmation is subject to the Security Agreement dated as of June 30, 2017, between City of Pico Rivera, as pledgor, and River City Bank, a California corporation, not in its individual capacity, but solely as Collateral Agent (“Security Agreement”), and all obligations hereunder are Obligations as defined in such Security Agreement, and that the Security Agreement is incorporated into this Agreement by reference. In accordance with the Security Documents, City of Pico Rivera shall ensure that SCE deposits into a lockbox account, all of the proceeds of all of the Customer account receipts (net of the amounts to be paid to SCE) received from the sale of the Product to the Customers. SPI shall receive, in accordance with the Security Documents, payments for its invoices due and payable from such lockbox. Except as provided in the foregoing, Section 27 of the Master Agreement is not applicable to, and credit support is not required for Buyer under this Confirmation. Buyer’s obligation to make payments hereunder are to be made solely from the lockbox and obligations to make payments hereunder do not constitute any kind of indebtedness of Buyer or create any kind of lien on, or security interest in, any property or revenues of Buyer.

- (3) Counterparts. This Confirmation may be signed in any number of counterparts with the same effect as if the signatures to the counterparts were upon a single instrument. The Parties may rely on electronic or scanned signatures as originals under this Confirmation. Delivery of an executed signature page of this Confirmation by electronic mail transmission (including PDF) shall be the same as delivery of a manually executed signature page.

- (4) Entire Agreement; No Oral Agreements or Modifications. This Confirmation sets forth the terms of the Transaction into which the Parties have entered and shall constitute the entire Agreement between the Parties relating to the contemplated purchase and sale of the Product. Notwithstanding any other provision of the Agreement, this Confirmation may only be entered into by a Documentary Writing executed by both Parties, and no amendment or modification to this Confirmation shall be enforceable except through a Documentary Writing executed by both Parties.

- (5) No Recourse to Members of Buyer. Buyer is organized as a Joint Powers Authority in accordance with the Joint Exercise of Powers Act of the State of California (Government Code Section 6500, et seq.) and is a public entity separate from its constituent members. Buyer will solely be responsible for all debts, obligations and liabilities accruing and arising out of this Confirmation. Seller will have no rights and will not make any claims, take any actions or assert any remedies against any of Buyer's constituent members, or the officers, directors, advisors, contractors, consultants or employees of Buyer or Buyer's constituent members, in connection with this Confirmation.

D. Definitions/Interpretations

For purposes of this Confirmation, the following definitions shall apply:

“Applicable Program” means the California Renewables Portfolio Standard.

“Buyer” as used herein shall have the same meaning as “Purchaser” under the Master Agreement.

“California Renewables Portfolio Standard” means the renewable energy program and policies, codified in California Public Utilities Code Sections 399.11 through 399.32 and California Public Resources Code Sections 25740 through 25751, as such provisions are amended or supplemented from time to time, including without reservation the requirements of California Public Utilities Code Section 399.13(b) and CPUC Decision D.17-06-026.

“CEC” means the California Energy Commission or its regulatory successor.

“CPUC” means the California Public Utilities Commission or its regulatory successor.

“Depository Bank” has the meaning set forth in the Security Agreement.

“FERC” means the Federal Energy Regulatory Commission or its regulatory successor.

“Intercreditor and Collateral Agency Agreement” means the Intercreditor and Collateral Agency Agreement, dated as of June 30, 2017, among the Collateral Agent, City of Pico Rivera, SPI and the PPA Providers party thereto from time to time.

“Secured Account” means deposit account no. *****6685 maintained in the name of City of Pico Rivera at Depository Bank, and any replacement account.

“Security Agreement” has the meaning set forth in Section C (2) of this Confirmation.

“Security Documents” means, collectively, the Intercreditor and Collateral Agency Agreement, the Security Agreement and the Account Control Agreement, dated as of June 30, 2017, among the Depository Bank, City of Pico Rivera and the Collateral Agent.

“STC” stands for Standard Terms and Conditions of the CPUC relating to purchase and sales of the Product.

“WECC” means the Western Electricity Coordinating Council or its successor organizations.

“WREGIS” means the Western Renewable Energy Generation Information System or its successor systems.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the Parties have signed this Confirmation effective as of the Effective Date.

California Choice Energy Authority, a California joint powers authority	Sierra Pacific Industries
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

Acknowledged: City of Pico Rivera, a California municipal corporation and general law city, d/b/a Pico Rivera Innovative Municipal Energy.

CITY OF PICO RIVERA

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

PROJECTS

Facility	WREGIS ID	CEC RPS ID	CA County	CBA
Anderson 2	W4675	61146A	Shasta	CAISO
Burney	W1734	60087A	Shasta	CAISO
Lincoln	W1735	60088A	Placer	CAISO
Quincy	W1736	60089A	Plumas	CAISO
Sonora	W2842	60576A	Tuolumne	CAISO

EXHIBIT B
CONTRACT PRICE

Year	Contract Price (\$/MWh)
2021	
2022	
2023	
2024	
2025	
2026	
2027	
2028	
2029	
2030	

**CONFIRMATION
LONG-TERM CONTRACT FOR PCC3 RECS**

THIS CONFIRMATION FOR LONG-TERM CONTRACT FOR PCC3 RECS (this “Confirmation”) is entered into this 30th day of June, 2020 (“Effective Date”), by and between California Choice Energy Authority, a California joint powers authority on behalf of City of Baldwin Park, a California municipal corporation and general law city, d/b/a Baldwin Park Resident Owned Utility District (“CalChoice” or “Buyer”) and Sierra Pacific Industries (“SPI” or “Seller”), each referred to herein individually as a “Party” and collectively as the “Parties”, regarding the purchase and sale of the Product (as defined below) under the terms and conditions herein (the “Transaction”). Capitalized terms used in this Confirmation and not defined herein have the meaning assigned thereto in the Master Agreement or Schedule R (each as defined below). The Master Agreement and this Confirmation shall be collectively referred to herein as the “Agreement.”

WHEREAS, Buyer is subject to Section 399.13(b) of the California Public Utilities Code, which requires all California load-serving entities (LSEs) to meet sixty-five percent (65%) of their California Renewables Portfolio Standard (RPS) obligations with supply contracts of ten years or longer.

NOW, THEREFORE, in consideration of the mutual covenants and agreements in this Confirmation and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

Master Agreement: This Confirmation shall be governed by the terms and conditions of the WSPP Agreement, version dated January 25, 2020, promulgated by WSPP, Inc. (the “Master Agreement”), such terms and conditions are incorporated by reference as if fully set forth in this Confirmation, including but not limited to Schedule R of the Master Agreement (“Schedule R”). The Master Agreement, including Schedule R, shall govern this REC Transaction, except as modified in this Confirmation. References herein to sections in Schedule R shall appear, for example, as “Section R-2.3.4”. References in Schedule R to “Renewable Energy Facility” shall be interpreted as references to a Project (as defined below in this Confirmation).

Product: As used herein, “Product” shall mean Portfolio Content Category 3 (“PCC 3”) RECs generated by a Project that meet the requirements of the Applicable Program and this Confirmation and which shall be subject to the requirements of a Resource Contingent REC as described in Section R-2.3.3 of Schedule R.

Environmental Attributes: The Environmental Attributes conveyed under this Confirmation as part of the Product are All Attributes, including all Environmental Attributes required under the Applicable Program (as defined in the Definitions section hereof).

Project: As used herein, “Project” shall mean one or more of the renewable energy generating facilities listed in Exhibit A, which shall be referred to collectively as the “Projects”.

Delivery Term: “Delivery Term” means the period from January 1, 2021 through December 31, 2030, and shall continue through the completion of the payment of amounts due pursuant to this Confirmation and the transfer of all RECs to Buyer through WREGIS.

Contract Quantity: The amount of Product to be supplied for each calendar year of the Delivery Term shall be equal to the lesser of (a) [REDACTED] (b) [REDACTED] of the total aggregate output (in MWh) of the Projects for such calendar year (the “Contract Quantity”).

Contract Price: The price for each MWh (i.e., per REC) of Product conveyed to Buyer in accordance with the terms of this Confirmation is set forth in Exhibit B (the “Contract Price”).

REC Transfer: During the Delivery Term, Seller shall transfer the RECs to Buyer’s WREGIS account (Buyer’s WREGIS Account Holder Name and Account ID: *To be provided to Seller upon account set up*).

Invoicing and Payment: During the Delivery Term, once per quarter, Seller will invoice Buyer for an amount equal to the product of (a) the Contract Price and (b) the portion of the Contract Quantity delivered to Buyer, as evidenced by the quantity of WREGIS Certificates transferred to Buyer’s WREGIS account by Seller.

Buyer shall make payment to Seller by wire transfer or ACH payment to the bank account provided on each monthly invoice. Buyer shall pay undisputed invoice amounts on or before the twenty-third (23rd) day of the month in which the invoice was received, provided that such invoice was received by the fifteenth (15th) day of the month, otherwise the invoice will be paid on the next month’s monthly distribution date under the Security Documents (i.e., the 23rd of the month). If such due date falls on a weekend or legal holiday, such due date shall be the next Business Day.

Supporting Data: Because the Product is being sold by Seller to Buyer to facilitate Buyer’s compliance with the California Renewables Portfolio Standard, including the requirements of Section 399.13(b) of the California Public Utilities Code and CPUC Decision D.17-06-026, Seller shall use reasonable efforts to assist Buyer, if necessary, in timely providing required data and/or documentation, as requested by jurisdictional regulatory authorities, to support Buyer’s compliance.

Change in Law Provisions: The REC Transaction under this Confirmation is Regulatorily Continuing as defined in Section R-5.2.2(b) of Schedule R. The Parties acknowledge that an essential purpose of this Agreement is for Purchaser to acquire Product that will satisfy Purchaser’s obligations under the Applicable Program. In the event of a Change in Law in the Applicable Program, including for the avoidance of doubt any Change in Law that would prevent the Product from being used by Purchaser to meet the compliance requirements of the Applicable Program, Seller shall make commercially reasonable efforts to obtain compliance with such Change in Law, provided that Seller shall not be required to spend more than [REDACTED] during the Delivery Term in Seller’s efforts to obtain such compliance. Seller shall keep Buyer reasonably informed of its efforts to obtain compliance. If (a) it is not possible to obtain compliance without amending this Confirmation, or (b) notwithstanding Seller’s efforts to obtain compliance, including expenditure by Seller of the amount specified in the preceding sentence, or if Seller cannot, or would not be able to, obtain compliance regardless of the amount of money expended, the Parties shall work in good faith to try and revise this Confirmation so that this Confirmation complies with the requirements of such Change in Law. In the event the Parties cannot reach agreement on any such amendments to this Confirmation after sixty (60) days of commencement of discussions regarding such Change in Law (“Negotiation Period”), then Purchaser may terminate this Confirmation upon written notice to Seller, which shall be effective the next Business Day after such notice is received, and any such termination shall be without further liability to either Party, subject to payment of any amounts owing between the Parties prior to such termination.

SPECIAL PROVISIONS:

A. Non-Modifiable Standard Terms and Conditions

- (1) **Eligibility:** Seller, and, if applicable, its successors, represents and warrants that throughout the Delivery Term of this Agreement that: (i) the Project qualifies and is certified by the CEC as an Eligible Renewable Energy Resource (“ERR”) as such term is defined in Public Utilities Code Section 399.12 or Section 399.16; and (ii) the Project’s output delivered to Buyer qualifies under the requirements of the California Renewables Portfolio Standard. To the extent a change in law occurs after execution of this Agreement that causes this representation and warranty to be materially false or misleading, it shall not be an Event of Default if Seller has used commercially reasonable efforts to comply with such change in law. **[STC 6, Non-Modifiable. (Source: D.07-11-025, Attachment A.) D.08-04-009]**
- (2) **Applicable Law:** Governing Law. This Agreement and the rights and duties of the Parties hereunder shall be governed by and construed, enforced and performed in accordance with the laws of the state of California, without regard to principles of conflicts of law. To the extent enforceable at such time, each Party waives its respective right to any jury trial with respect to any litigation arising under or in connection with this Agreement. **[STC 17, Non-Modifiable. (Source: D.07-11-025, Attachment A) D.08-04-009]**
- (3) **Transfer of Renewable Energy Credits:** Seller and, if applicable, its successors, represents and warrants that throughout the Delivery Term of this Agreement the renewable energy credits transferred to Buyer conform to the definition and attributes required for compliance with the California Renewables Portfolio Standard, as set forth in California Public Utilities Commission Decision 08-08-028, and as may be modified by subsequent decision of the California Public Utilities Commission or by subsequent legislation. To the extent a change in law occurs after execution of this Agreement that causes this representation and warranty to be materially false or misleading, it shall not be an Event of Default if Seller has used commercially reasonable efforts to comply with such change in law. **[STC REC-1, Non-modifiable. D.11-01-025]**
- (4) **Tracking of RECs in WREGIS:** Seller warrants that all necessary steps to allow the Renewable Energy Credits transferred to Buyer to be tracked in the Western Renewable Energy Generation Information System will be taken prior to the first delivery under the contract. **[STC REC-2, Non-modifiable. D.11-01-025]**

B. Additional Terms and Conditions

- (1) **Seller Representations and Warranties.** Seller represents and warrants:
 - (a) Seller is the owner of the Projects and all Product delivered under this Confirmation to Buyer shall have been produced by the Projects;
 - (b) As of both Delivery and passage of title, Seller has and conveys to Buyer all right, title, interest in and to the REC and all Environmental Attributes underlying the REC, and the exclusive right to any and all Reporting Rights Seller may have in or to the REC and Environmental Attributes, free and clear of any liens, security interests, or other encumbrances of any kind whatsoever;
 - (c) Seller has not sold the Product to be transferred to Buyer to a third party; and
 - (d) the Product meets the requirements set forth in PUC Code 399.16(b)(3) and the RPS compliance requirements for Portfolio Content Category 3 as set forth in CPUC Decision 11-12-052.
- (2) **Buyer Representations and Warranties.** Buyer represents and warrants that Buyer has taken all necessary steps to establish a WREGIS account to receive the RECs to be transferred from Seller to Buyer prior to the first delivery under this Confirmation.

- (3) Assignment. Buyer may assign its interest in this Confirmation to City of Baldwin Park, a California municipal corporation and general law city in furtherance of its Baldwin Park Resident Owned Utility District program (“City of Baldwin Park”) without Seller’s consent, provided that (i) City of Baldwin Park and this Agreement are still subject to the Security Documents or (ii) City of Baldwin Park has provided other performance assurance reasonably acceptable to Seller.

C. Amendments to The Master Agreement; Additional Provisions

(1) Confidentiality.

- (a) Section 30, Confidentiality, of the Master Agreement is amended for purposes of this Confirmation by inserting at the end of Section 30.1(6) prior to the semicolon the following: “or to Deliver RECs pursuant to the requirements of WREGIS”.
- (b) Each Party recognizes that this Confirmation is subject to the requirements of the California Public Records Act (Government Code Section 6250 et seq.).

- (2) Credit Requirements. The Parties agree and acknowledge that this Confirmation is subject to the Security Agreement dated as of June 10, 2020, between City of Baldwin Park, as pledgor, and River City Bank, a California corporation, not in its individual capacity, but solely as Collateral Agent (“Security Agreement”), and all obligations hereunder are Obligations as defined in such Security Agreement, and that the Security Agreement is incorporated into this Agreement by reference. In accordance with the Security Documents, City of Baldwin Park shall ensure that SCE deposits into a lockbox account, all of the proceeds of all of the Customer account receipts (net of the amounts to be paid to SCE) received from the sale of the Product to the Customers. SPI shall receive, in accordance with the Security Documents, payments for its invoices due and payable from such lockbox. Except as provided in the foregoing, Section 27 of the Master Agreement is not applicable to, and credit support is not required for Buyer under this Confirmation. Buyer’s obligation to make payments hereunder are to be made solely from the lockbox and obligations to make payments hereunder do not constitute any kind of indebtedness of Buyer or create any kind of lien on, or security interest in, any property or revenues of Buyer.

- (3) Counterparts. This Confirmation may be signed in any number of counterparts with the same effect as if the signatures to the counterparts were upon a single instrument. The Parties may rely on electronic or scanned signatures as originals under this Confirmation. Delivery of an executed signature page of this Confirmation by electronic mail transmission (including PDF) shall be the same as delivery of a manually executed signature page.

- (4) Entire Agreement; No Oral Agreements or Modifications. This Confirmation sets forth the terms of the Transaction into which the Parties have entered and shall constitute the entire Agreement between the Parties relating to the contemplated purchase and sale of the Product. Notwithstanding any other provision of the Agreement, this Confirmation may only be entered into by a Documentary Writing executed by both Parties, and no amendment or modification to this Confirmation shall be enforceable except through a Documentary Writing executed by both Parties.

- (5) No Recourse to Members of Buyer. Buyer is organized as a Joint Powers Authority in accordance with the Joint Exercise of Powers Act of the State of California (Government Code Section 6500, et seq.) and is a public entity separate from its constituent members. Buyer will solely be responsible for all debts, obligations and liabilities accruing and arising out of this Confirmation. Seller will have no rights and will not make any claims, take any actions or assert any remedies against any of Buyer's constituent members, or the officers, directors, advisors, contractors, consultants or employees of Buyer or Buyer's constituent members, in connection with this Confirmation.

D. Definitions/Interpretations

For purposes of this Confirmation, the following definitions shall apply:

“Applicable Program” means the California Renewables Portfolio Standard.

“Buyer” as used herein shall have the same meaning as “Purchaser” under the Master Agreement.

“California Renewables Portfolio Standard” means the renewable energy program and policies, codified in California Public Utilities Code Sections 399.11 through 399.32 and California Public Resources Code Sections 25740 through 25751, as such provisions are amended or supplemented from time to time, including without reservation the requirements of California Public Utilities Code Section 399.13(b) and CPUC Decision D.17-06-026.

“CEC” means the California Energy Commission or its regulatory successor.

“CPUC” means the California Public Utilities Commission or its regulatory successor.

“Depository Bank” has the meaning set forth in the Security Agreement.

“FERC” means the Federal Energy Regulatory Commission or its regulatory successor.

“Intercreditor and Collateral Agency Agreement” means the Intercreditor and Collateral Agency Agreement, dated as of June 10, 2020, among the Collateral Agent, City of Baldwin Park, SPI and the PPA Providers party thereto from time to time.

“Secured Account” means deposit account no. *****4663 maintained in the name of City of Baldwin Park at Depository Bank, and any replacement account.

“Security Agreement” has the meaning set forth in Section C (2) of this Confirmation.

“Security Documents” means, collectively, the Intercreditor and Collateral Agency Agreement, the Security Agreement and the Account Control Agreement, dated as of June 10, 2020, among the Depository Bank, City of Baldwin Park and the Collateral Agent.

“STC” stands for Standard Terms and Conditions of the CPUC relating to purchase and sales of the Product.

“WECC” means the Western Electricity Coordinating Council or its successor organizations.

“WREGIS” means the Western Renewable Energy Generation Information System or its successor systems.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the Parties have signed this Confirmation effective as of the Effective Date.

California Choice Energy Authority, a California joint powers authority	Sierra Pacific Industries
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

Acknowledged: City of Baldwin Park, a California municipal corporation and general law city, d/b/a Baldwin Park Resident Owned Utility District.

CITY OF BALDWIN PARK

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

PROJECTS

Facility	WREGIS ID	CEC RPS ID	CA County	CBA
Anderson 2	W4675	61146A	Shasta	CAISO
Burney	W1734	60087A	Shasta	CAISO
Lincoln	W1735	60088A	Placer	CAISO
Quincy	W1736	60089A	Plumas	CAISO
Sonora	W2842	60576A	Tuolumne	CAISO

EXHIBIT B
CONTRACT PRICE

Year	Contract Price (\$/MWh)
2021	
2022	
2023	
2024	
2025	
2026	
2027	
2028	
2029	
2030	

**CONFIRMATION
LONG-TERM CONTRACT FOR PCC3 RECS**

THIS CONFIRMATION FOR LONG-TERM CONTRACT FOR PCC3 RECS (this “Confirmation”) is entered into this 30th day of June, 2020 (“Effective Date”), by and between California Choice Energy Authority, a California joint powers authority on behalf of City of Pomona, a California municipal corporation and charter city d/b/a Pomona Choice Energy (“CalChoice” or “Buyer”) and Sierra Pacific Industries (“SPI” or “Seller”), each referred to herein individually as a “Party” and collectively as the “Parties”, regarding the purchase and sale of the Product (as defined below) under the terms and conditions herein (the “Transaction”). Capitalized terms used in this Confirmation and not defined herein have the meaning assigned thereto in the Master Agreement or Schedule R (each as defined below). The Master Agreement and this Confirmation shall be collectively referred to herein as the “Agreement.”

WHEREAS, Buyer is subject to Section 399.13(b) of the California Public Utilities Code, which requires all California load-serving entities (LSEs) to meet sixty-five percent (65%) of their California Renewables Portfolio Standard (RPS) obligations with supply contracts of ten years or longer.

NOW, THEREFORE, in consideration of the mutual covenants and agreements in this Confirmation and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

Master Agreement: This Confirmation shall be governed by the terms and conditions of the WSPP Agreement, version dated January 25, 2020, promulgated by WSPP, Inc. (the “Master Agreement”), such terms and conditions are incorporated by reference as if fully set forth in this Confirmation, including but not limited to Schedule R of the Master Agreement (“Schedule R”). The Master Agreement, including Schedule R, shall govern this REC Transaction, except as modified in this Confirmation. References herein to sections in Schedule R shall appear, for example, as “Section R-2.3.4”. References in Schedule R to “Renewable Energy Facility” shall be interpreted as references to a Project (as defined below in this Confirmation).

Product: As used herein, “Product” shall mean Portfolio Content Category 3 (“PCC 3”) RECs generated by a Project that meet the requirements of the Applicable Program and this Confirmation and which shall be subject to the requirements of a Resource Contingent REC as described in Section R-2.3.3 of Schedule R.

Environmental Attributes: The Environmental Attributes conveyed under this Confirmation as part of the Product are All Attributes, including all Environmental Attributes required under the Applicable Program (as defined in the Definitions section hereof).

Project: As used herein, “Project” shall mean one or more of the renewable energy generating facilities listed in Exhibit A, which shall be referred to collectively as the “Projects”.

Delivery Term: “Delivery Term” means the period from January 1, 2021 through December 31, 2030, and shall continue through the completion of the payment of amounts due pursuant to this Confirmation and the transfer of all RECs to Buyer through WREGIS.

Contract Quantity: The amount of Product to be supplied for each calendar year of the Delivery Term shall be equal to the lesser of (a) [REDACTED] or (b) twenty and eight-tenths percent (20.80%) of the total aggregate output (in MWh) of the Projects for such calendar year (the “Contract Quantity”).

Contract Price: The price for each MWh (i.e., per REC) of Product conveyed to Buyer in accordance with the terms of this Confirmation is set forth in Exhibit B (the “Contract Price”).

REC Transfer: During the Delivery Term, Seller shall transfer the RECs to Buyer’s WREGIS account (Buyer’s WREGIS Account Holder Name and Account ID: *To be provided to Seller upon account set up*).

Invoicing and Payment: During the Delivery Term, once per quarter, Seller will invoice Buyer for an amount equal to the product of (a) the Contract Price and (b) the portion of the Contract Quantity delivered to Buyer, as evidenced by the quantity of WREGIS Certificates transferred to Buyer’s WREGIS account by Seller.

Buyer shall make payment to Seller by wire transfer or ACH payment to the bank account provided on each monthly invoice. Buyer shall pay undisputed invoice amounts on or before the twenty-third (23rd) day of the month in which the invoice was received, provided that such invoice was received by the fifteenth (15th) day of the month, otherwise the invoice will be paid on the next month’s monthly distribution date under the Security Documents (i.e., the 23rd of the month). If such due date falls on a weekend or legal holiday, such due date shall be the next Business Day.

Supporting Data: Because the Product is being sold by Seller to Buyer to facilitate Buyer’s compliance with the California Renewables Portfolio Standard, including the requirements of Section 399.13(b) of the California Public Utilities Code and CPUC Decision D.17-06-026, Seller shall use reasonable efforts to assist Buyer, if necessary, in timely providing required data and/or documentation, as requested by jurisdictional regulatory authorities, to support Buyer’s compliance.

Change in Law Provisions: The REC Transaction under this Confirmation is Regulatorily Continuing as defined in Section R-5.2.2(b) of Schedule R. The Parties acknowledge that an essential purpose of this Agreement is for Purchaser to acquire Product that will satisfy Purchaser’s obligations under the Applicable Program. In the event of a Change in Law in the Applicable Program, including for the avoidance of doubt any Change in Law that would prevent the Product from being used by Purchaser to meet the compliance requirements of the Applicable Program, Seller shall make commercially reasonable efforts to obtain compliance with such Change in Law, provided that Seller shall not be required to spend more than [REDACTED] during the Delivery Term in Seller’s efforts to obtain such compliance. Seller shall keep Buyer reasonably informed of its efforts to obtain compliance. If (a) it is not possible to obtain compliance without amending this Confirmation, or (b) notwithstanding Seller’s efforts to obtain compliance, including expenditure by Seller of the amount specified in the preceding sentence, or if Seller cannot, or would not be able to, obtain compliance regardless of the amount of money expended, the Parties shall work in good faith to try and revise this Confirmation so that this Confirmation complies with the requirements of such Change in Law. In the event the Parties cannot reach agreement on any such amendments to this Confirmation after sixty (60) days of commencement of discussions regarding such Change in Law (“Negotiation Period”), then Purchaser may terminate this Confirmation upon written notice to Seller, which shall be effective the next Business Day after such notice is received, and any such termination shall be without further liability to either Party, subject to payment of any amounts owing between the Parties prior to such termination.

SPECIAL PROVISIONS:

A. Non-Modifiable Standard Terms and Conditions

- (1) Eligibility: Seller, and, if applicable, its successors, represents and warrants that throughout the Delivery Term of this Agreement that: (i) the Project qualifies and is certified by the CEC as an Eligible Renewable Energy Resource (“ERR”) as such term is defined in Public Utilities Code Section 399.12 or Section 399.16; and (ii) the Project’s output delivered to Buyer qualifies under the requirements of the California Renewables Portfolio Standard. To the extent a change in law occurs after execution of this Agreement that causes this representation and warranty to be materially false or misleading, it shall not be an Event of Default if Seller has used commercially reasonable efforts to comply with such change in law. **[STC 6, Non-Modifiable. (Source: D.07-11-025, Attachment A.) D.08-04-009]**
- (2) Applicable Law: Governing Law. This Agreement and the rights and duties of the Parties hereunder shall be governed by and construed, enforced and performed in accordance with the laws of the state of California, without regard to principles of conflicts of law. To the extent enforceable at such time, each Party waives its respective right to any jury trial with respect to any litigation arising under or in connection with this Agreement. **[STC 17, Non-Modifiable. (Source: D.07-11-025, Attachment A) D.08-04-009]**
- (3) Transfer of Renewable Energy Credits: Seller and, if applicable, its successors, represents and warrants that throughout the Delivery Term of this Agreement the renewable energy credits transferred to Buyer conform to the definition and attributes required for compliance with the California Renewables Portfolio Standard, as set forth in California Public Utilities Commission Decision 08-08-028, and as may be modified by subsequent decision of the California Public Utilities Commission or by subsequent legislation. To the extent a change in law occurs after execution of this Agreement that causes this representation and warranty to be materially false or misleading, it shall not be an Event of Default if Seller has used commercially reasonable efforts to comply with such change in law. **[STC REC-1, Non-modifiable. D.11-01-025]**
- (4) Tracking of RECs in WREGIS: Seller warrants that all necessary steps to allow the Renewable Energy Credits transferred to Buyer to be tracked in the Western Renewable Energy Generation Information System will be taken prior to the first delivery under the contract. **[STC REC-2, Non-modifiable. D.11-01-025]**

B. Additional Terms and Conditions

- (1) Seller Representations and Warranties. Seller represents and warrants:
 - (a) Seller is the owner of the Projects and all Product delivered under this Confirmation to Buyer shall have been produced by the Projects;
 - (b) As of both Delivery and passage of title, Seller has and conveys to Buyer all right, title, interest in and to the REC and all Environmental Attributes underlying the REC, and the exclusive right to any and all Reporting Rights Seller may have in or to the REC and Environmental Attributes, free and clear of any liens, security interests, or other encumbrances of any kind whatsoever;
 - (c) Seller has not sold the Product to be transferred to Buyer to a third party; and
 - (d) the Product meets the requirements set forth in PUC Code 399.16(b)(3) and the RPS compliance requirements for Portfolio Content Category 3 as set forth in CPUC Decision 11-12-052.
- (2) Buyer Representations and Warranties. Buyer represents and warrants that Buyer has taken all necessary steps to establish a WREGIS account to receive the RECs to be transferred from Seller to Buyer prior to the first delivery under this Confirmation.

- (3) Assignment. Buyer may assign its interest in this Confirmation to City of Pomona, a California municipal corporation and charter city in furtherance of its Pomona Choice Energy program (“City of Pomona”) without Seller’s consent, provided that (i) City of Pomona and this Agreement are still subject to the Security Documents or (ii) City of Pomona has provided other performance assurance reasonably acceptable to Seller.

C. Amendments to The Master Agreement; Additional Provisions

(1) Confidentiality.

- (a) Section 30, Confidentiality, of the Master Agreement is amended for purposes of this Confirmation by inserting at the end of Section 30.1(6) prior to the semicolon the following: “or to Deliver RECs pursuant to the requirements of WREGIS”.
- (b) Each Party recognizes that this Confirmation is subject to the requirements of the California Public Records Act (Government Code Section 6250 et seq.).

- (2) Credit Requirements. The Parties agree and acknowledge that this Confirmation is subject to the Security Agreement dated as of June 10, 2020, between City of Pomona, as pledgor, and River City Bank, a California corporation, not in its individual capacity, but solely as Collateral Agent (“Security Agreement”), and all obligations hereunder are Obligations as defined in such Security Agreement, and that the Security Agreement is incorporated into this Agreement by reference. In accordance with the Security Documents, City of Pomona shall ensure that SCE deposits into a lockbox account, all of the proceeds of all of the Customer account receipts (net of the amounts to be paid to SCE) received from the sale of the Product to the Customers. SPI shall receive, in accordance with the Security Documents, payments for its invoices due and payable from such lockbox. Except as provided in the foregoing, Section 27 of the Master Agreement is not applicable to, and credit support is not required for Buyer under this Confirmation. Buyer’s obligation to make payments hereunder are to be made solely from the lockbox and obligations to make payments hereunder do not constitute any kind of indebtedness of Buyer or create any kind of lien on, or security interest in, any property or revenues of Buyer.

- (3) Counterparts. This Confirmation may be signed in any number of counterparts with the same effect as if the signatures to the counterparts were upon a single instrument. The Parties may rely on electronic or scanned signatures as originals under this Confirmation. Delivery of an executed signature page of this Confirmation by electronic mail transmission (including PDF) shall be the same as delivery of a manually executed signature page.

- (4) Entire Agreement; No Oral Agreements or Modifications. This Confirmation sets forth the terms of the Transaction into which the Parties have entered and shall constitute the entire Agreement between the Parties relating to the contemplated purchase and sale of the Product. Notwithstanding any other provision of the Agreement, this Confirmation may only be entered into by a Documentary Writing executed by both Parties, and no amendment or modification to this Confirmation shall be enforceable except through a Documentary Writing executed by both Parties.

- (5) No Recourse to Members of Buyer. Buyer is organized as a Joint Powers Authority in accordance with the Joint Exercise of Powers Act of the State of California (Government Code Section 6500, et seq.) and is a public entity separate from its constituent members. Buyer will solely be responsible for all debts, obligations and liabilities accruing and arising out of this Confirmation. Seller will have no rights and will not make any claims, take any actions or assert any remedies against any of Buyer's constituent members, or the officers, directors, advisors, contractors, consultants or employees of Buyer or Buyer's constituent members, in connection with this Confirmation.

D. Definitions/Interpretations

For purposes of this Confirmation, the following definitions shall apply:

“Applicable Program” means the California Renewables Portfolio Standard.

“Buyer” as used herein shall have the same meaning as “Purchaser” under the Master Agreement.

“California Renewables Portfolio Standard” means the renewable energy program and policies, codified in California Public Utilities Code Sections 399.11 through 399.32 and California Public Resources Code Sections 25740 through 25751, as such provisions are amended or supplemented from time to time, including without reservation the requirements of California Public Utilities Code Section 399.13(b) and CPUC Decision D.17-06-026.

“CEC” means the California Energy Commission or its regulatory successor.

“CPUC” means the California Public Utilities Commission or its regulatory successor.

“Depository Bank” has the meaning set forth in the Security Agreement.

“FERC” means the Federal Energy Regulatory Commission or its regulatory successor.

“Intercreditor and Collateral Agency Agreement” means the Intercreditor and Collateral Agency Agreement, dated as of June 10, 2020, among the Collateral Agent, City of Pomona, SPI and the PPA Providers party thereto from time to time.

“Secured Account” means deposit account no. *****7613 maintained in the name of City of Pomona at Depository Bank, and any replacement account.

“Security Agreement” has the meaning set forth in Section C (2) of this Confirmation.

“Security Documents” means, collectively, the Intercreditor and Collateral Agency Agreement, the Security Agreement and the Account Control Agreement, dated as of June 10, 2020, among the Depository Bank, City of Pomona and the Collateral Agent.

“STC” stands for Standard Terms and Conditions of the CPUC relating to purchase and sales of the Product.

“WECC” means the Western Electricity Coordinating Council or its successor organizations.

“WREGIS” means the Western Renewable Energy Generation Information System or its successor systems.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the Parties have signed this Confirmation effective as of the Effective Date.

California Choice Energy Authority, a California joint powers authority	Sierra Pacific Industries
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

Acknowledged: City of Pomona, a California municipal corporation and charter city d/b/a Pomona Choice Energy.

CITY OF POMONA

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A
PROJECTS

Facility	WREGIS ID	CEC RPS ID	CA County	CBA
Anderson 2	W4675	61146A	Shasta	CAISO
Burney	W1734	60087A	Shasta	CAISO
Lincoln	W1735	60088A	Placer	CAISO
Quincy	W1736	60089A	Plumas	CAISO
Sonora	W2842	60576A	Tuolumne	CAISO

EXHIBIT B
CONTRACT PRICE

Year	Contract Price
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

**CONFIRMATION
LONG-TERM CONTRACT FOR PCC3 RECS**

THIS CONFIRMATION FOR LONG-TERM CONTRACT FOR PCC3 RECS (this “Confirmation”) is entered into this 30th day of June, 2020 (“Effective Date”), by and between California Choice Energy Authority, a California joint powers authority on behalf of City of Rancho Mirage, a municipal corporation and charter city organized and operating under the laws of the State of California in furtherance of its Rancho Mirage Energy Authority program (“CalChoice” or “Buyer”) and Sierra Pacific Industries (“SPI” or “Seller”), each referred to herein individually as a “Party” and collectively as the “Parties”, regarding the purchase and sale of the Product (as defined below) under the terms and conditions herein (the “Transaction”). Capitalized terms used in this Confirmation and not defined herein have the meaning assigned thereto in the Master Agreement or Schedule R (each as defined below). The Master Agreement and this Confirmation shall be collectively referred to herein as the “Agreement.”

WHEREAS, Buyer is subject to Section 399.13(b) of the California Public Utilities Code, which requires all California load-serving entities (LSEs) to meet sixty-five percent (65%) of their California Renewables Portfolio Standard (RPS) obligations with supply contracts of ten years or longer.

NOW, THEREFORE, in consideration of the mutual covenants and agreements in this Confirmation and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

Master Agreement: This Confirmation shall be governed by the terms and conditions of the WSPP Agreement, version dated January 25, 2020, promulgated by WSPP, Inc. (the “Master Agreement”), such terms and conditions are incorporated by reference as if fully set forth in this Confirmation, including but not limited to Schedule R of the Master Agreement (“Schedule R”). The Master Agreement, including Schedule R, shall govern this REC Transaction, except as modified in this Confirmation. References herein to sections in Schedule R shall appear, for example, as “Section R-2.3.4”. References in Schedule R to “Renewable Energy Facility” shall be interpreted as references to a Project (as defined below in this Confirmation).

Product: As used herein, “Product” shall mean Portfolio Content Category 3 (“PCC 3”) RECs generated by a Project that meet the requirements of the Applicable Program and this Confirmation and which shall be subject to the requirements of a Resource Contingent REC as described in Section R-2.3.3 of Schedule R.

Environmental Attributes: The Environmental Attributes conveyed under this Confirmation as part of the Product are All Attributes, including all Environmental Attributes required under the Applicable Program (as defined in the Definitions section hereof).

Project: As used herein, “Project” shall mean one or more of the renewable energy generating facilities listed in Exhibit A, which shall be referred to collectively as the “Projects”.

Delivery Term: “Delivery Term” means the period from January 1, 2021 through December 31, 2030, and shall continue through the completion of the payment of amounts due pursuant to this Confirmation and the transfer of all RECs to Buyer through WREGIS.

Contract Quantity: The amount of Product to be supplied for each calendar year of the Delivery Term shall be equal to the lesser of (a) [REDACTED] or (b) [REDACTED] of the total aggregate output (in MWh) of the Projects for such calendar year (the “Contract Quantity”).

Contract Price: The price for each MWh (i.e., per REC) of Product conveyed to Buyer in accordance with the terms of this Confirmation is set forth in Exhibit B (the “Contract Price”).

REC Transfer: During the Delivery Term, Seller shall transfer the RECs to Buyer’s WREGIS account (Buyer’s WREGIS Account Holder Name and Account ID: Rancho Mirage Energy Authority - 1488).

Invoicing and Payment: During the Delivery Term, once per quarter, Seller will invoice Buyer for an amount equal to the product of (a) the Contract Price and (b) the portion of the Contract Quantity delivered to Buyer, as evidenced by the quantity of WREGIS Certificates transferred to Buyer’s WREGIS account by Seller.

Buyer shall make payment to Seller by wire transfer or ACH payment to the bank account provided on each monthly invoice. Buyer shall pay undisputed invoice amounts on or before the twenty-third (23rd) day of the month in which the invoice was received, provided that such invoice was received by the fifteenth (15th) day of the month, otherwise the invoice will be paid on the next month’s monthly distribution date under the Security Documents (i.e., the 23rd of the month). If such due date falls on a weekend or legal holiday, such due date shall be the next Business Day.

Supporting Data: Because the Product is being sold by Seller to Buyer to facilitate Buyer’s compliance with the California Renewables Portfolio Standard, including the requirements of Section 399.13(b) of the California Public Utilities Code and CPUC Decision D.17-06-026, Seller shall use reasonable efforts to assist Buyer, if necessary, in timely providing required data and/or documentation, as requested by jurisdictional regulatory authorities, to support Buyer’s compliance.

Change in Law Provisions: The REC Transaction under this Confirmation is Regulatorily Continuing as defined in Section R-5.2.2(b) of Schedule R. The Parties acknowledge that an essential purpose of this Agreement is for Purchaser to acquire Product that will satisfy Purchaser’s obligations under the Applicable Program. In the event of a Change in Law in the Applicable Program, including for the avoidance of doubt any Change in Law that would prevent the Product from being used by Purchaser to meet the compliance requirements of the Applicable Program, Seller shall make commercially reasonable efforts to obtain compliance with such Change in Law, provided that Seller shall not be required to spend more than [REDACTED] during the Delivery Term in Seller’s efforts to obtain such compliance. Seller shall keep Buyer reasonably informed of its efforts to obtain compliance. If (a) it is not possible to obtain compliance without amending this Confirmation, or (b) notwithstanding Seller’s efforts to obtain compliance, including expenditure by Seller of the amount specified in the preceding sentence, or if Seller cannot, or would not be able to, obtain compliance regardless of the amount of money expended, the Parties shall work in good faith to try and revise this Confirmation so that this Confirmation complies with the requirements of such Change in Law. In the event the Parties cannot reach agreement on any such amendments to this Confirmation after sixty (60) days of commencement of discussions regarding such Change in Law (“Negotiation Period”), then Purchaser may terminate this Confirmation upon written notice to Seller, which shall be effective the next Business Day after such notice is received, and any such termination shall be without further liability to either Party, subject to payment of any amounts owing between the Parties prior to such termination.

SPECIAL PROVISIONS:

A. Non-Modifiable Standard Terms and Conditions

- (1) **Eligibility:** Seller, and, if applicable, its successors, represents and warrants that throughout the Delivery Term of this Agreement that: (i) the Project qualifies and is certified by the CEC as an Eligible Renewable Energy Resource (“ERR”) as such term is defined in Public Utilities Code Section 399.12 or Section 399.16; and (ii) the Project’s output delivered to Buyer qualifies under the requirements of the California Renewables Portfolio Standard. To the extent a change in law occurs after execution of this Agreement that causes this representation and warranty to be materially false or misleading, it shall not be an Event of Default if Seller has used commercially reasonable efforts to comply with such change in law. **[STC 6, Non-Modifiable. (Source: D.07-11-025, Attachment A.) D.08-04-009]**
- (2) **Applicable Law:** Governing Law. This Agreement and the rights and duties of the Parties hereunder shall be governed by and construed, enforced and performed in accordance with the laws of the state of California, without regard to principles of conflicts of law. To the extent enforceable at such time, each Party waives its respective right to any jury trial with respect to any litigation arising under or in connection with this Agreement. **[STC 17, Non-Modifiable. (Source: D.07-11-025, Attachment A) D.08-04-009]**
- (3) **Transfer of Renewable Energy Credits:** Seller and, if applicable, its successors, represents and warrants that throughout the Delivery Term of this Agreement the renewable energy credits transferred to Buyer conform to the definition and attributes required for compliance with the California Renewables Portfolio Standard, as set forth in California Public Utilities Commission Decision 08-08-028, and as may be modified by subsequent decision of the California Public Utilities Commission or by subsequent legislation. To the extent a change in law occurs after execution of this Agreement that causes this representation and warranty to be materially false or misleading, it shall not be an Event of Default if Seller has used commercially reasonable efforts to comply with such change in law. **[STC REC-1, Non-modifiable. D.11-01-025]**
- (4) **Tracking of RECs in WREGIS:** Seller warrants that all necessary steps to allow the Renewable Energy Credits transferred to Buyer to be tracked in the Western Renewable Energy Generation Information System will be taken prior to the first delivery under the contract. **[STC REC-2, Non-modifiable. D.11-01-025]**

B. Additional Terms and Conditions

- (1) **Seller Representations and Warranties.** Seller represents and warrants:
 - (a) Seller is the owner of the Projects and all Product delivered under this Confirmation to Buyer shall have been produced by the Projects;
 - (b) As of both Delivery and passage of title, Seller has and conveys to Buyer all right, title, interest in and to the REC and all Environmental Attributes underlying the REC, and the exclusive right to any and all Reporting Rights Seller may have in or to the REC and Environmental Attributes, free and clear of any liens, security interests, or other encumbrances of any kind whatsoever;
 - (c) Seller has not sold the Product to be transferred to Buyer to a third party; and
 - (d) the Product meets the requirements set forth in PUC Code 399.16(b)(3) and the RPS compliance requirements for Portfolio Content Category 3 as set forth in CPUC Decision 11-12-052.
- (2) **Buyer Representations and Warranties.** Buyer represents and warrants that Buyer has taken all necessary steps to establish a WREGIS account to receive the RECs to be transferred from Seller to Buyer prior to the first delivery under this Confirmation.

- (3) Assignment. Buyer may assign its interest in this Confirmation to City of Rancho Mirage, a municipal corporation and charter city organized and operating under the laws of the State of California in furtherance of its Rancho Mirage Energy Authority program (“City of Rancho Mirage”) without Seller’s consent, provided that (i) City of Rancho Mirage and this Agreement are still subject to the Security Documents or (ii) City of Rancho Mirage has provided other performance assurance reasonably acceptable to Seller.

C. Amendments to The Master Agreement; Additional Provisions

(1) Confidentiality.

- (a) Section 30, Confidentiality, of the Master Agreement is amended for purposes of this Confirmation by inserting at the end of Section 30.1(6) prior to the semicolon the following: “or to Deliver RECs pursuant to the requirements of WREGIS”.
- (b) Each Party recognizes that this Confirmation is subject to the requirements of the California Public Records Act (Government Code Section 6250 et seq.).

- (2) Credit Requirements. The Parties agree and acknowledge that this Confirmation is subject to the Security Agreement dated as of January 22, 2018, between City of Rancho Mirage, as pledgor, and River City Bank, a California corporation, not in its individual capacity, but solely as Collateral Agent (“Security Agreement”), and all obligations hereunder are Obligations as defined in such Security Agreement, and that the Security Agreement is incorporated into this Agreement by reference. In accordance with the Security Documents, City of Rancho Mirage shall ensure that SCE deposits into a lockbox account, all of the proceeds of all of the Customer account receipts (net of the amounts to be paid to SCE) received from the sale of the Product to the Customers. SPI shall receive, in accordance with the Security Documents, payments for its invoices due and payable from such lockbox. Except as provided in the foregoing, Section 27 of the Master Agreement is not applicable to, and credit support is not required for Buyer under this Confirmation. Buyer’s obligation to make payments hereunder are to be made solely from the lockbox and obligations to make payments hereunder do not constitute any kind of indebtedness of Buyer or create any kind of lien on, or security interest in, any property or revenues of Buyer.

- (3) Counterparts. This Confirmation may be signed in any number of counterparts with the same effect as if the signatures to the counterparts were upon a single instrument. The Parties may rely on electronic or scanned signatures as originals under this Confirmation. Delivery of an executed signature page of this Confirmation by electronic mail transmission (including PDF) shall be the same as delivery of a manually executed signature page.

- (4) Entire Agreement; No Oral Agreements or Modifications. This Confirmation sets forth the terms of the Transaction into which the Parties have entered and shall constitute the entire Agreement between the Parties relating to the contemplated purchase and sale of the Product. Notwithstanding any other provision of the Agreement, this Confirmation may only be entered into by a Documentary Writing executed by both Parties, and no amendment or modification to this Confirmation shall be enforceable except through a Documentary Writing executed by both Parties.

- (5) No Recourse to Members of Buyer. Buyer is organized as a Joint Powers Authority in accordance with the Joint Exercise of Powers Act of the State of California (Government Code Section 6500, et seq.) and is a public entity separate from its constituent members. Buyer will solely be responsible for all debts, obligations and liabilities accruing and arising out of this Confirmation. Seller will have no rights and will not make any claims, take any actions or assert any remedies against any of Buyer's constituent members, or the officers, directors, advisors, contractors, consultants or employees of Buyer or Buyer's constituent members, in connection with this Confirmation.

D. Definitions/Interpretations

For purposes of this Confirmation, the following definitions shall apply:

“Applicable Program” means the California Renewables Portfolio Standard.

“Buyer” as used herein shall have the same meaning as “Purchaser” under the Master Agreement.

“California Renewables Portfolio Standard” means the renewable energy program and policies, codified in California Public Utilities Code Sections 399.11 through 399.32 and California Public Resources Code Sections 25740 through 25751, as such provisions are amended or supplemented from time to time, including without reservation the requirements of California Public Utilities Code Section 399.13(b) and CPUC Decision D.17-06-026.

“CEC” means the California Energy Commission or its regulatory successor.

“CPUC” means the California Public Utilities Commission or its regulatory successor.

“Depository Bank” has the meaning set forth in the Security Agreement.

“FERC” means the Federal Energy Regulatory Commission or its regulatory successor.

“Intercreditor and Collateral Agency Agreement” means the Intercreditor and Collateral Agency Agreement, dated as of January 22, 2018, among the Collateral Agent, City of Rancho Mirage, SPI and the PPA Providers party thereto from time to time.

“Secured Account” means deposit account no. *****9459 maintained in the name of City of Rancho Mirage at Depository Bank, and any replacement account.

“Security Agreement” has the meaning set forth in Section C (2) of this Confirmation.

“Security Documents” means, collectively, the Intercreditor and Collateral Agency Agreement, the Security Agreement and the Account Control Agreement, dated as of January 22, 2018, among the Depository Bank, City of Rancho Mirage and the Collateral Agent.

“STC” stands for Standard Terms and Conditions of the CPUC relating to purchase and sales of the Product.

“WECC” means the Western Electricity Coordinating Council or its successor organizations.

“WREGIS” means the Western Renewable Energy Generation Information System or its successor systems.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the Parties have signed this Confirmation effective as of the Effective Date.

California Choice Energy Authority, a California joint powers authority	Sierra Pacific Industries
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

Acknowledged: City of Rancho Mirage, a municipal corporation and charter city organized and operating under the laws of the State of California in furtherance of its Rancho Mirage Energy Authority program.

CITY OF RANCHO MIRAGE

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

PROJECTS

Facility	WREGIS ID	CEC RPS ID	CA County	CBA
Anderson 2	W4675	61146A	Shasta	CAISO
Burney	W1734	60087A	Shasta	CAISO
Lincoln	W1735	60088A	Placer	CAISO
Quincy	W1736	60089A	Plumas	CAISO
Sonora	W2842	60576A	Tuolumne	CAISO

EXHIBIT B
CONTRACT PRICE

Year	Contract Price
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

**CONFIRMATION
LONG-TERM CONTRACT FOR PCC3 RECS**

THIS CONFIRMATION FOR LONG-TERM CONTRACT FOR PCC3 RECS (this “Confirmation”) is entered into this 30th day of June, 2020 (“Effective Date”), by and between California Choice Energy Authority, a California joint powers authority on behalf of City of San Jacinto, a municipal corporation organized and operating under the laws of the State of California, d/b/a San Jacinto Power (“CalChoice” or “Buyer”) and Sierra Pacific Industries (“SPI” or “Seller”), each referred to herein individually as a “Party” and collectively as the “Parties”, regarding the purchase and sale of the Product (as defined below) under the terms and conditions herein (the “Transaction”). Capitalized terms used in this Confirmation and not defined herein have the meaning assigned thereto in the Master Agreement or Schedule R (each as defined below). The Master Agreement and this Confirmation shall be collectively referred to herein as the “Agreement.”

WHEREAS, Buyer is subject to Section 399.13(b) of the California Public Utilities Code, which requires all California load-serving entities (LSEs) to meet sixty-five percent (65%) of their California Renewables Portfolio Standard (RPS) obligations with supply contracts of ten years or longer.

NOW, THEREFORE, in consideration of the mutual covenants and agreements in this Confirmation and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

Master Agreement: This Confirmation shall be governed by the terms and conditions of the WSPP Agreement, version dated January 25, 2020, promulgated by WSPP, Inc. (the “Master Agreement”), such terms and conditions are incorporated by reference as if fully set forth in this Confirmation, including but not limited to Schedule R of the Master Agreement (“Schedule R”). The Master Agreement, including Schedule R, shall govern this REC Transaction, except as modified in this Confirmation. References herein to sections in Schedule R shall appear, for example, as “Section R-2.3.4”. References in Schedule R to “Renewable Energy Facility” shall be interpreted as references to a Project (as defined below in this Confirmation).

Product: As used herein, “Product” shall mean Portfolio Content Category 3 (“PCC 3”) RECs generated by a Project that meet the requirements of the Applicable Program and this Confirmation and which shall be subject to the requirements of a Resource Contingent REC as described in Section R-2.3.3 of Schedule R.

Environmental Attributes: The Environmental Attributes conveyed under this Confirmation as part of the Product are All Attributes, including all Environmental Attributes required under the Applicable Program (as defined in the Definitions section hereof).

Project: As used herein, “Project” shall mean one or more of the renewable energy generating facilities listed in Exhibit A, which shall be referred to collectively as the “Projects”.

Delivery Term: “Delivery Term” means the period from January 1, 2021 through December 31, 2030, and shall continue through the completion of the payment of amounts due pursuant to this Confirmation and the transfer of all RECs to Buyer through WREGIS.

Contract Quantity: The amount of Product to be supplied for each calendar year of the Delivery Term shall be equal to the lesser of (a) [REDACTED] or (b) [REDACTED] of the total aggregate output (in MWh) of the Projects for such calendar year (the “Contract Quantity”).

Contract Price: The price for each MWh (*i.e.*, per REC) of Product conveyed to Buyer in accordance with the terms of this Confirmation is set forth in Exhibit B (the “Contract Price”).

REC Transfer: During the Delivery Term, Seller shall transfer the RECs to Buyer’s WREGIS account (Buyer’s WREGIS Account Holder Name and Account ID: San Jacinto Power - 1395).

Invoicing and Payment: During the Delivery Term, once per quarter, Seller will invoice Buyer for an amount equal to the product of (a) the Contract Price and (b) the portion of the Contract Quantity delivered to Buyer, as evidenced by the quantity of WREGIS Certificates transferred to Buyer’s WREGIS account by Seller.

Buyer shall make payment to Seller by wire transfer or ACH payment to the bank account provided on each monthly invoice. Buyer shall pay undisputed invoice amounts on or before the twenty-third (23rd) day of the month in which the invoice was received, provided that such invoice was received by the fifteenth (15th) day of the month, otherwise the invoice will be paid on the next month’s monthly distribution date under the Security Documents (*i.e.*, the 23rd of the month). If such due date falls on a weekend or legal holiday, such due date shall be the next Business Day.

Supporting Data: Because the Product is being sold by Seller to Buyer to facilitate Buyer’s compliance with the California Renewables Portfolio Standard, including the requirements of Section 399.13(b) of the California Public Utilities Code and CPUC Decision D.17-06-026, Seller shall use reasonable efforts to assist Buyer, if necessary, in timely providing required data and/or documentation, as requested by jurisdictional regulatory authorities, to support Buyer’s compliance.

Change in Law Provisions: The REC Transaction under this Confirmation is Regulatorily Continuing as defined in Section R-5.2.2(b) of Schedule R. The Parties acknowledge that an essential purpose of this Agreement is for Purchaser to acquire Product that will satisfy Purchaser’s obligations under the Applicable Program. In the event of a Change in Law in the Applicable Program, including for the avoidance of doubt any Change in Law that would prevent the Product from being used by Purchaser to meet the compliance requirements of the Applicable Program, Seller shall make commercially reasonable efforts to obtain compliance with such Change in Law, provided that Seller shall not be required to spend more than [REDACTED] during the Delivery Term in Seller’s efforts to obtain such compliance. Seller shall keep Buyer reasonably informed of its efforts to obtain compliance. If (a) it is not possible to obtain compliance without amending this Confirmation, or (b) notwithstanding Seller’s efforts to obtain compliance, including expenditure by Seller of the amount specified in the preceding sentence, or if Seller cannot, or would not be able to, obtain compliance regardless of the amount of money expended, the Parties shall work in good faith to try and revise this Confirmation so that this Confirmation complies with the requirements of such Change in Law. In the event the Parties cannot reach agreement on any such amendments to this Confirmation after sixty (60) days of commencement of discussions regarding such Change in Law (“Negotiation Period”), then Purchaser may terminate this Confirmation upon written notice to Seller, which shall be effective the next Business Day after such notice is received, and any such termination shall be without further liability to either Party, subject to payment of any amounts owing between the Parties prior to such termination.

SPECIAL PROVISIONS:

A. Non-Modifiable Standard Terms and Conditions

- (1) Eligibility: Seller, and, if applicable, its successors, represents and warrants that throughout the Delivery Term of this Agreement that: (i) the Project qualifies and is certified by the CEC as an Eligible Renewable Energy Resource (“ERR”) as such term is defined in Public Utilities Code Section 399.12 or Section 399.16; and (ii) the Project’s output delivered to Buyer qualifies under the requirements of the California Renewables Portfolio Standard. To the extent a change in law occurs after execution of this Agreement that causes this representation and warranty to be materially false or misleading, it shall not be an Event of Default if Seller has used commercially reasonable efforts to comply with such change in law. **[STC 6, Non-Modifiable. (Source: D.07-11-025, Attachment A.) D.08-04-009]**
- (2) Applicable Law: Governing Law. This Agreement and the rights and duties of the Parties hereunder shall be governed by and construed, enforced and performed in accordance with the laws of the state of California, without regard to principles of conflicts of law. To the extent enforceable at such time, each Party waives its respective right to any jury trial with respect to any litigation arising under or in connection with this Agreement. **[STC 17, Non-Modifiable. (Source: D.07-11-025, Attachment A) D.08-04-009]**
- (3) Transfer of Renewable Energy Credits: Seller and, if applicable, its successors, represents and warrants that throughout the Delivery Term of this Agreement the renewable energy credits transferred to Buyer conform to the definition and attributes required for compliance with the California Renewables Portfolio Standard, as set forth in California Public Utilities Commission Decision 08-08-028, and as may be modified by subsequent decision of the California Public Utilities Commission or by subsequent legislation. To the extent a change in law occurs after execution of this Agreement that causes this representation and warranty to be materially false or misleading, it shall not be an Event of Default if Seller has used commercially reasonable efforts to comply with such change in law. **[STC REC-1, Non-modifiable. D.11-01-025]**
- (4) Tracking of RECs in WREGIS: Seller warrants that all necessary steps to allow the Renewable Energy Credits transferred to Buyer to be tracked in the Western Renewable Energy Generation Information System will be taken prior to the first delivery under the contract. **[STC REC-2, Non-modifiable. D.11-01-025]**

B. Additional Terms and Conditions

- (1) Seller Representations and Warranties. Seller represents and warrants:
 - (a) Seller is the owner of the Projects and all Product delivered under this Confirmation to Buyer shall have been produced by the Projects;
 - (b) As of both Delivery and passage of title, Seller has and conveys to Buyer all right, title, interest in and to the REC and all Environmental Attributes underlying the REC, and the exclusive right to any and all Reporting Rights Seller may have in or to the REC and Environmental Attributes, free and clear of any liens, security interests, or other encumbrances of any kind whatsoever;
 - (c) Seller has not sold the Product to be transferred to Buyer to a third party; and
 - (d) the Product meets the requirements set forth in PUC Code 399.16(b)(3) and the RPS compliance requirements for Portfolio Content Category 3 as set forth in CPUC Decision 11-12-052.
- (2) Buyer Representations and Warranties. Buyer represents and warrants that Buyer has taken all necessary steps to establish a WREGIS account to receive the RECs to be transferred from Seller to Buyer prior to the first delivery under this Confirmation.

- (3) Assignment. Buyer may assign its interest in this Confirmation to City of San Jacinto, a municipal corporation organized and operating under the laws of the State of California in furtherance of its San Jacinto Power program (“City of San Jacinto”) without Seller’s consent, provided that (i) City of San Jacinto and this Agreement are still subject to the Security Documents or (ii) City of San Jacinto has provided other performance assurance reasonably acceptable to Seller.

C. Amendments to The Master Agreement; Additional Provisions

- (1) Confidentiality.
- (a) Section 30, Confidentiality, of the Master Agreement is amended for purposes of this Confirmation by inserting at the end of Section 30.1(6) prior to the semicolon the following: “or to Deliver RECs pursuant to the requirements of WREGIS”.
- (b) Each Party recognizes that this Confirmation is subject to the requirements of the California Public Records Act (Government Code Section 6250 et seq.).
- (2) Credit Requirements. The Parties agree and acknowledge that this Confirmation is subject to the Security Agreement dated as of January 22, 2018, between City of San Jacinto, as pledgor, and River City Bank, a California corporation, not in its individual capacity, but solely as Collateral Agent (“Security Agreement”), and all obligations hereunder are Obligations as defined in such Security Agreement, and that the Security Agreement is incorporated into this Agreement by reference. In accordance with the Security Documents, City of San Jacinto shall ensure that SCE deposits into a lockbox account, all of the proceeds of all of the Customer account receipts (net of the amounts to be paid to SCE) received from the sale of the Product to the Customers. SPI shall receive, in accordance with the Security Documents, payments for its invoices due and payable from such lockbox. Except as provided in the foregoing, Section 27 of the Master Agreement is not applicable to, and credit support is not required for Buyer under this Confirmation. Buyer’s obligation to make payments hereunder are to be made solely from the lockbox and obligations to make payments hereunder do not constitute any kind of indebtedness of Buyer or create any kind of lien on, or security interest in, any property or revenues of Buyer.
- (3) Counterparts. This Confirmation may be signed in any number of counterparts with the same effect as if the signatures to the counterparts were upon a single instrument. The Parties may rely on electronic or scanned signatures as originals under this Confirmation. Delivery of an executed signature page of this Confirmation by electronic mail transmission (including PDF) shall be the same as delivery of a manually executed signature page.
- (4) Entire Agreement; No Oral Agreements or Modifications. This Confirmation sets forth the terms of the Transaction into which the Parties have entered and shall constitute the entire Agreement between the Parties relating to the contemplated purchase and sale of the Product. Notwithstanding any other provision of the Agreement, this Confirmation may only be entered into by a Documentary Writing executed by both Parties, and no amendment or modification to this Confirmation shall be enforceable except through a Documentary Writing executed by both Parties.
- (5) No Recourse to Members of Buyer. Buyer is organized as a Joint Powers Authority in accordance with the Joint Exercise of Powers Act of the State of California (Government Code Section 6500, et seq.) and is a public entity separate from its constituent members. Buyer will solely be responsible for all debts, obligations and liabilities accruing and arising out of this Confirmation. Seller will have no rights and will not make any claims, take any actions or assert any remedies against any of Buyer's constituent members, or the officers, directors, advisors, contractors, consultants or employees of Buyer or Buyer's constituent members, in connection with this Confirmation.

D. Definitions/Interpretations

For purposes of this Confirmation, the following definitions shall apply:

“Applicable Program” means the California Renewables Portfolio Standard.

“Buyer” as used herein shall have the same meaning as “Purchaser” under the Master Agreement.

“California Renewables Portfolio Standard” means the renewable energy program and policies, codified in California Public Utilities Code Sections 399.11 through 399.32 and California Public Resources Code Sections 25740 through 25751, as such provisions are amended or supplemented from time to time, including without reservation the requirements of California Public Utilities Code Section 399.13(b) and CPUC Decision D.17-06-026.

“CEC” means the California Energy Commission or its regulatory successor.

“CPUC” means the California Public Utilities Commission or its regulatory successor.

“Depository Bank” has the meaning set forth in the Security Agreement.

“FERC” means the Federal Energy Regulatory Commission or its regulatory successor.

“Intercreditor and Collateral Agency Agreement” means the Intercreditor and Collateral Agency Agreement, dated as of January 22, 2018, among the Collateral Agent, City of San Jacinto, SPI and the PPA Providers party thereto from time to time.

“Secured Account” means deposit account no. *****8293 maintained in the name of City of San Jacinto at Depository Bank, and any replacement account.

“Security Agreement” has the meaning set forth in Section C (2) of this Confirmation.

“Security Documents” means, collectively, the Intercreditor and Collateral Agency Agreement, the Security Agreement and the Account Control Agreement, dated as of January 22, 2018, among the Depository Bank, City of San Jacinto and the Collateral Agent.

“STC” stands for Standard Terms and Conditions of the CPUC relating to purchase and sales of the Product.

“WECC” means the Western Electricity Coordinating Council or its successor organizations.

“WREGIS” means the Western Renewable Energy Generation Information System or its successor systems.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the Parties have signed this Confirmation effective as of the Effective Date.

California Choice Energy Authority, a California joint powers authority	Sierra Pacific Industries
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

Acknowledged: City of San Jacinto, a municipal corporation organized and operating under the laws of the State of California d/b/a San Jacinto Power.

CITY OF SAN JACINTO

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A**PROJECTS**

Facility	WREGIS ID	CEC RPS ID	CA County	CBA
Anderson 2	W4675	61146A	Shasta	CAISO
Burney	W1734	60087A	Shasta	CAISO
Lincoln	W1735	60088A	Placer	CAISO
Quincy	W1736	60089A	Plumas	CAISO
Sonora	W2842	60576A	Tuolumne	CAISO

EXHIBIT B
CONTRACT PRICE

Year	Contract Price (\$/MWh)
2021	
2022	
2023	
2024	
2025	
2026	
2027	
2028	
2029	
2030	

STAFF REPORT
City of Lancaster

CC 2
8/11/2020
JC

Date: August 11, 2020
To: Mayor Parris and City Council Members
From: George N. Harris II, Finance Director
Subject: Check Registers – July 12, 2020 through July 25, 2020

Recommendation:

Approve the Check Registers as presented.

Fiscal Impact:

\$ 7,065,377.28 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.:	7413063-7413218	\$ 7,065,377.28
ACH/Wire Check Nos.:	N/A	\$ <u>0.00</u>
		\$ 7,065,377.28

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

GH:sp

Attachment:

Check Register

City of Lancaster Check Register



From Check No.: 7413063 - To Check No.: 7413218
 From Check Date: 07/12/20 - To Check Date: 07/25/20

Printed: 7/27/2020 10:41

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
7413063	10183	DE LA CRUZ, MAURO	STAND STRONG BUSINESS LOAN	15,000.00	101 4431770	15,000.00
7413064	1296	L A CO CLERK-ENVIRO FILINGS	NOE-CP20010-2020 SIDWALK/CURB	75.00	701 15SW018924	75.00
7413065	10176	PINKER, ANTHONY	STAND STRONG BUSINESS LOAN	10,000.00	101 4431770	10,000.00
7413066	03154	SO CA EDISON	06/01-07/01/2020 ELECTRIC SVC	79.33	483 4785660	79.33
7413067	03154	SO CA EDISON	05/01-07/01/2020 ELECTRIC SVC	292.81	203 4785652	39.11
					483 4785660	253.70
				292.81		292.81
7413068	03154	SO CA EDISON	06/03-07/06/2020 ELECTRIC SVC	1,062.66	203 4636652	239.06
					482 4636652	823.60
				1,062.66		1,062.66
7413069	02071	A G SOD FARMS INC	JRP-SOD	340.17	101 4631404	340.17
7413070	06576	A V CHEVROLET	PROGRAMING-EQ4330	150.00	101 4761207	150.00
7413071	02605	A V COLLISION REPAIRS, INC	PARTS/LABOR-EQ7515	8,065.83	101 4761207	8,065.83
7413072	03854	A V JANITORIAL SUPPLY	COVID19 SUPPLIES	1,541.76	101 4431406	1,541.76
7413073	00174	A V ROOFING CO INC	AHP-ROOF TILES REPLACE	1,060.00	101 4631404	1,060.00
7413074	04190	AMERIPRIDE SERVICES	UNIFORM CLEANING	102.78	101 4753209	102.78
7413075	05251	AMTECH ELEVATOR SERVICES	07/20-ELEVATOR SERVICE	1,051.94	101 4632301	262.99
					101 4633301	262.98
					101 4633301	262.98
					101 4650301	262.99
				1,051.94		1,051.94
7413076	02693	ANDY GUMP, INC	PBP-FENCE RENTAL-6/26-7/23/20	19.71	101 4631602	19.71
			JRP-FENCE RENTAL-6/23-7/20/20	96.18	101 4631602	96.18
				115.89		115.89
7413077	C9805	ARROW TRANSIT MIX INC	READY MIX CONCRETE	556.97	203 4752410	556.97
			READY MIX CONCRETE	624.86	203 4752410	624.86
				1,181.83		1,181.83
7413078	04446	AUTO PROS	SMOG INSPECTION-EQ3831	45.00	203 4752207	45.00
			SMOG INSPECTION-EQ0004	42.00	101 4820207	42.00
			SMOG INSPECTION-EQ4356	42.00	483 4785207	42.00
				129.00		129.00

City of Lancaster Check Register



From Check No.: 7413063 - To Check No.: 7413218
 From Check Date: 07/12/20 - To Check Date: 07/25/20

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Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
7413079	09640	CANNON CORPORATION	CDP 18-05-PERMIT PLAN CHECKING	1,304.17	101 4761308	1,304.17
			CDP 18-05-PERMIT PLAN CHECKING	303.62	101 4761308	303.62
			CDP 18-05-PERMIT PLAN CHECKING	2,501.12	101 4761308	2,501.12
			CDP 18-05-PERMIT PLAN CHECKING	75.00	101 4761308	75.00
			CDP 18-05-PERMIT PLAN CHECKING	148.62	101 4761308	148.62
			<u>4,332.53</u>			<u>4,332.53</u>
7413080	03475	CLARK AND HOWARD	TOWING-EQ4327	125.00	101 4633207	125.00
			TOW-EQ5640	75.00	101 4632207	75.00
			TOW-EQ5640	75.00	101 4632207	75.00
			<u>275.00</u>			<u>275.00</u>
7413081	08484	CONSOLIDATED ELECTRCL DIST INC	BLVD 4633 GC-SELF TEST GF RCPT (20)	416.10	101 4633404	416.10
7413082	07545	COSTAR REALTY INFORMATION INC	07/20-PROFESSIONAL SERVICES	1,196.45	101 4240301	1,196.45
7413083	D4053	DEPT OF PUBLIC HEALTH	ESP-PUBLIC HEALTH	672.00	101 4631311	672.00
			JRP-PUBLIC HEALTH	274.00	101 4631311	274.00
			TBP-PERMIT	672.00	101 4631311	672.00
			NSC-PERMIT	971.00	101 4635311	971.00
			<u>2,589.00</u>			<u>2,589.00</u>
7413084	00414	DESERT LOCK COMPANY	MOAH-KEYS	19.16	101 4633403	19.16
			LBP-KEY-STA	19.00	101 4633403	19.00
			CH-PRIMUS KEY BLANKS(CE)	410.63	101 4633403	410.63
			<u>448.79</u>			<u>448.79</u>
7413085	09575	ENTERPRISE FM TRUST	PW-MONTHLY VEHICLE LEASE	10,773.87	104 4753762	10,773.87
7413086	D3240	FASTENAL COMPANY	FACE MASKS	11,528.71	101 4431208	707.32
					101 4431208	10,821.39
			PARKS & FACILITIES	4,413.45	101 4431406	567.64
					101 4633406	146.73
					101 4634404	14.02
					101 4635404	2,064.46
					227 11ZZ004924	1,620.60
					COPY PAPER	145.64
		HAND SANITIZER AND WIPES	229.86	101 4431406	229.86	
			<u>16,317.66</u>			<u>16,317.66</u>
7413087	00617	FEDERAL EXPRESS CORPORATION	EXPRESS MAILINGS	69.28	101 4100212	21.50
					101 4600212	25.85
					209 15ST058924	21.93
			<u>69.28</u>			<u>69.28</u>
7413088	07124	FIRST AMERICAN DATA TREE, LLC	06/20-PROFESSIONAL SERVICES	200.00	101 4230301	200.00
7413089	09697	GREATER AMERICA LLC	LOBBYING SVCS-04/20/19-5/19/20	10,000.00	101 4100301	10,000.00
			COVID-19 RESP-05/20/19-6/19/20	10,000.00	101 4431301	10,000.00
			LOBBYING SVCS-06/20/19-7/19/20	10,000.00	101 4100301	10,000.00
			<u>30,000.00</u>			<u>30,000.00</u>

City of Lancaster Check Register



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7413090	10180	HOLLOWAY, KRISTINE	REFUND BAL-SWIM CANCELED 3/24-4/16/2020 SESSION	39.00	101 2182001	39.00
7413091	A2594	INTERSTATE BATTERY SYS OF A V	BATTERIES(3)	329.23	101 4245207 101 4820207 203 4752207	102.69 122.84 103.70
				<u>329.23</u>		<u>329.23</u>
7413092	09369	INTERWEST CONSULTING GROUP INC	04/20-TRAFFIC ENGINEERING SVCS	160.00	207 11BS027924 321 11BS027924	112.80 47.20
			05/20-TRAFFIC ENGINEERING SVCS	480.00	101 4785301	480.00
			05/20-TRAFFIC ENGINEERING SVCS	320.00	207 11BS027924 321 11BS027924	225.60 94.40
				<u>960.00</u>		<u>960.00</u>
7413093	D4004	J P POOLS	TBP-SPLASH PAD	635.00	101 4631402	635.00
			NSC-CLORTEC SERVICING	660.00	101 4635402	660.00
			ESP-07/20 MAINTENANCE	1,350.00	101 4631301	1,350.00
			WPL-07/20 MAINTENANCE	1,000.00	101 4631301	1,000.00
				<u>3,645.00</u>		<u>3,645.00</u>
7413094	03366	JAS PACIFIC	PLAN REVIEW/INSPECTION SVCS	9,461.90	101 4783301	9,461.90
			PLAN REVIEW/INSPECTION SVCS	7,781.25	101 4783301	7,781.25
				<u>17,243.15</u>		<u>17,243.15</u>
7413095	C7946	L A CO DEPT ANIMAL CARE&CONTRL	12/19-CAT HOUSING COSTS	28,584.49	101 4820363	28,584.49
7413096	1214	L A CO SHERIFF'S DEPT	05/20-SPECIAL EVENTS	1,544.94	101 4820355 101 4820357	1,391.84 153.10
				<u>1,544.94</u>		<u>1,544.94</u>
7413097	A4930	LANDALE MUTUAL WATER COMPANY	L/CHALLENGER-06/20 WATER SVC	65.07	203 4636654	65.07
7413098	09439	LOST ANGELS CHILDREN'S PROJECT	1ST HALF DEP-FURNITURE FALL 2020 DELIVERY ETA	3,007.42	101 4300301	3,007.42
7413099	D1878	MURPHY & EVERTZ,ATTYS AT LAW	06/20-LGL SVCS-AV GRNDWTR MTTR	1,530.00	101 4100303	1,530.00
7413100	08562	NAPA AUTO PARTS	GASKET MATERIAL	7.99	101 4633403	7.99
			FUEL INJECTION HOSE-EQ5666	33.44	101 4635207	33.44
			OIL FILTER-EQ3748	8.96	203 4752207	8.96
			FUEL CAP-EQ3824	20.25	203 4752207	20.25
				<u>70.64</u>		<u>70.64</u>
7413101	09631	NEWPORT WEST COMPUTERS INC	WEBCAMS(153)	10,052.10	101 4315302	10,052.10
7413102	07540	OFFICETEAM	KG-FIN STAFF-WE 07/03/2020	2,204.13	101 4410301	2,204.13
7413103	05741	P P G ARCHITECTURAL FINISHES	STP-PAINT-VANDALISM	74.79	101 4631404	74.79
			NSC-HOSE	43.79	101 4635404	43.79
				<u>118.58</u>		<u>118.58</u>
7413104	07249	PATRIOT PLUMBING	TBP-SNAKED MAINLINE	135.00	101 4631402	135.00

City of Lancaster Check Register



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7413105	05998	PAVING THE WAY FOUNDATION	CMMNTY SPPRT/GOOD CTZNSHP PRGM 36 HOURS (DEBBIE GUNDERSON)	450.00	101 4820301	450.00
			CMMNTY SPPRT/GOOD CTZNSHP PRGM	1,776.00	101 4820301	1,776.00
				<u>2,226.00</u>		<u>2,226.00</u>
7413106	05602	PETROLEUM EQUIPMENT CONST SRV 06/20-DESIGNATED OPERATOR INSP		150.00	101 4753402	150.00
7413107	05780	PLUMBERS DEPOT, INC	MTNC YD-REPAIR TV TRUCK	805.00	480 4755405	805.00
7413108	07287	PRINTING BOSS	AHP-DOG PARK SIGNS	235.43	101 4631404	235.43
7413109	06607	PUMPMAN INC	07/19-06/20-QRTLTY PUMP MTNC	6,166.50	484 4755409	6,166.50
7413110	07594	REGENTS OF THE UNIV OF CA/CGB	2020 CA CRIMINAL LAW PRCDR/PCT	410.48	101 4230301	410.48
7413111	D3947	S G A CLEANING SERVICES	BGC-FENCE REPAIR-VANDALISM	850.00	101 4633402	850.00
			MLS-WALL REPAIR & PAINTING	990.00	101 4633402	990.00
			MLS-MATERIALS FOR OFC REPAIRS	360.00	101 4633403	360.00
				<u>2,200.00</u>		<u>2,200.00</u>
7413112	08126	SECURITY DEFENDERS	JRP-SECURITY SVC-06/25-29/2020	1,254.30	101 4431301	1,254.30
7413113	D2568	SEQUOIA PACIFIC SOLAR I, LLC	CH-05/20(113494.40 KWH)	11,349.44	101 4633652	11,349.44
			MTNC YD-05/20(62657.88 KWH)	6,265.79	101 4633652	6,265.79
			OMP-05/20(31,756.40 KWH)	3,175.64	101 4634652	3,175.64
			PAC-05/20(41,100.08 KWH)	4,110.01	101 4650652	4,110.01
			LMS-05/20(8,300 KWH)	830.00	101 4632652	830.00
				<u>25,730.88</u>		<u>25,730.88</u>
7413114	08337	SILVER LINING SOLUTIONS LLC	06/20-GENERAL SUPPORT	4,241.25	101 4315301	4,241.25
7413115	D3461	SMARTCOVER SYSTEMS	COVID19 PROGRAM SYSTEMS	23,980.35	480 4755295	22,160.35
					480 4755302	1,820.00
				<u>23,980.35</u>		<u>23,980.35</u>
7413116	01816	SMITH PIPE & SUPPLY INC	AHP-IRRIGATION SUPPLIES	27.94	101 4631404	27.94
7413117	10177	SMITH, MARLENE	REFUND-CANCELED DANCE CLASS 7/09-7/30/2020-MARLENE SMITH	60.00	101 2182001	60.00
			REFUND-CANCELED DANCE CLASS 7/9-7/30/2020-KATRINA LAPAGLIA	67.00	101 2182001	67.00
				<u>127.00</u>		<u>127.00</u>
7413118	09163	SOCAL OFFICE TECHNOLOGIES	06/27-07/26/20-EQUIPMENT	302.22	101 4410254	302.22
7413119	06429	STANTEC CONSULTING SRVCS INC	CP21007-2020 PMP-PE 5/15/20	7,077.75	701 12ST043924	7,077.75
			CP21003-SUMMER PMP	20,862.75	701 12ST042924	20,862.75
				<u>27,940.50</u>		<u>27,940.50</u>
7413120	05703	SUPERIOR ALARM SYSTEMS	07/20-MONTHLY ALARM MONITORING	45.00	101 4633301	45.00
7413121	C2554	SUPERIOR COURT OF CA-CO OF L A	06/20-ALLCTN OF PRKG PENALTIES	6,468.90	101 3310200	454.50
					101 3310200	454.50
					101 3310200	454.50

City of Lancaster Check Register



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Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
					101 3310200	606.00
					101 3310200	717.00
					101 3310200	909.00
					101 3310200	909.00
					101 3310200	1,964.40
				6,468.90		6,468.90
7413122	C5522	THOMSON REUTERS-WEST PMT CENT	06/20-INFORMATION CHARGES	868.45	101 4230301	868.45
			LIBRARY PLAN-06/05-07/04/20	28.11	101 4230301	28.11
				896.56		896.56
7413123	02977	TURBO DATA SYSTEMS INC	06/20-PARKING CITATIONS	3,557.58	101 4800301	3,557.58
			06/20-ICS COLLECTION	45.00	101 4800301	45.00
				3,602.58		3,602.58
7413124	A7515	U S BANK	05/20-ADMIN FEE	250.00	101 3501110	250.00
7413125	C4011	UNITED RENTALS	JRP-SOD CUTTER RENTAL 6/29-6/30/20	131.40	101 4631602	131.40
7413126	31009	UNIVERSAL ELECTRONIC ALARMS	LUC-07/20-QUARTERLY ALARM	81.00	101 4633301	81.00
7413127	04496	VULCAN MATERIAL WESTERN DIV	COLD MIX	141.80	203 4752410	141.80
			COLD MIX	89.24	203 4752410	89.24
			COLD MIX	143.45	203 4752410	143.45
				374.49		374.49
7413128	06209	WAGEWORKS	06/20 FSA ADMIN FEES	441.66	101 2170213	441.66
7413129	31026	WAXIE SANITARY SUPPLY	DISINFECTANT-COVID19	1,951.89	101 4431406	1,951.89
			ANTIBACTERIAL WIPES-COVID19	91.62	101 4431406	91.62
			COVID19 SUPPLIES	230.74	101 4431406	230.74
			CH-JANITORIAL SUPPLIES	1,240.45	101 4633406	1,240.45
				3,514.70		3,514.70
7413130	D0298	WILLDAN FINANCIAL SERVICES	LPA-ARBITRAGE REBATE SVCS REV BONDS (SOLAR RNWBL ENERGY)	1,800.00	486 4250301	1,800.00
7413131	10179	WILSON, RANDI	REFUND-AFTER SCHOOL PRGM CLSR MARCH 2020-COVID19 SCHOOL CLSR	30.00	101 3401100	30.00
7413132	10178	WOOD, RICHARD	REFUND-CANCELED SPANISH 7/6-7/31/2020-RICHARD WOOD	127.00	101 2182001	127.00
7413133	2501	ZUMAR INDUSTRIES, INC	TRAFFIC CONTROL SIGNS/HARDWARE	(8,756.17)	203 4785455	(8,756.17)
			TRAFFIC CONTROL SIGNS/HARDWARE	15,282.45	203 4785455	6,526.28
					203 4785455	8,756.17
			TRAFFIC CONTROL SIGNS/HARDWARE	4,385.47	203 4785455	4,385.47
			TRAFFIC CONTROL SIGNS/HARDWARE	7,751.24	203 4785455	7,751.24
				18,662.99		18,662.99
7413134	03154	SO CA EDISON	04/02-07/10/2020 ELECTRIC SVC	63,684.84	101 4631652	14,036.98
					101 4633652	11,872.13
					101 4634652	4,472.11
					101 4635652	27,371.77
					101 4636402	1,943.23

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Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
					101 4651652	2,841.41
					101 4800403	746.12
					482 4636652	16.50
					483 4785660	384.59
				63,684.84		63,684.84
7413135	09262	FESS ENERGY, INC	DIRECT IMPLEMENTATION DI-IOU INSTALLATION HARDWARE	73,106.62	490 4250770	73,106.62
7413136	A8656	KIMLEY-HORN & ASSOCIATES INC	CP16008-PED GAP-CLOSURES	20,390.73	203 15SW016924	15,767.50
			CP16008-PED GAP-CLOSURES	48,932.40	232 15SW016924	4,623.23
					203 15SW016924	3,822.50
					232 15SW016924	45,109.90
				69,323.13		69,323.13
7413137	06313	R C BECKER & SON, INC	CP17005-2020 SRTS PED IMPRVMT	319,554.10	150 2100003	(13,328.77)
					150 2100003	(3,489.87)
					209 15SW017924	3,489.87
					209 15SW017924	66,307.47
					349 15SW017924	13,328.77
					349 15SW017924	253,246.63
				319,554.10		319,554.10
7413138	1916	STRADLING, YOCCA, CARLSON, RAUTH	04/20-LEGAL SERVICES	103,494.10	101 4100303	556.70
					101 4100303	798.00
					101 4100303	837.00
					101 4100303	1,127.00
					101 4100303	1,437.80
					101 4100303	1,622.10
					101 4100303	1,954.10
					101 4100303	3,279.70
					101 4100303	3,721.10
					101 4100303	5,508.40
					101 4100303	6,971.32
					101 4100303	7,500.00
					101 4100303	68,180.88
				103,494.10		103,494.10
7413139	09665	TERRACARE ASSOCIATES, LLC	TREE REPLCMT-W AVE I AND W 13TH	1,400.00	203 4636404	1,400.00
			TREE REPLCMT-WJ8 BETW 63/65TH	700.00	203 4636404	700.00
			06/20-LMD MONTHLY MAINTENANCE	52,463.36	482 4636402	157.39
					482 4636402	52,305.97
			06/20-PARKS MONTHLY MAINTENANC	36,266.00	101 4631402	15,543.00
					101 4632402	956.00
					101 4634402	9,643.00
					101 4635402	10,124.00
			06/20-PERIMETER AREAS MTNC	16,665.29	203 4636264	48.77
					203 4636264	16,616.52
			06/20-BUSINESS PRK MAINTENANCE	2,969.14	482 4636401	2,969.14
			LANDSCAPE REPAIR-42555 3RD ST	1,815.00	203 4636404	1,815.00
				112,278.79		112,278.79

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7413140	2003	TIP TOP ARBORISTS, INC	06/20-TREE TRIMMING/REMOVAL	1,450.00	101 4634267	1,450.00
			06/20-EMERGENCY TREE SVC	400.00	101 4631267	400.00
			06/20-TREE TRIMMING/REMOVAL	47,600.00	203 4636267	640.00
					203 4636267	46,960.00
			06/20-TREE TRIMMING/REMOVAL	18,235.00	483 4636267	18,235.00
			06/20-TREE TRIMMING/REMOVAL	1,965.00	482 4636267	1,965.00
			<u>69,650.00</u>			<u>69,650.00</u>
7413141	06066	A T & T	DOJ-06/20-TELEPHONE SERVICE	217.28	101 4315651	217.28
7413142	A9432	L A CO REGISTRAR-RECORDER/CLRK	CANDIDATE STMT PRINTING COST	16,925.44	101 4210262	16,925.44
7413143	D2287	LANCASTER CODE ENFCMNT ASSN	UNION DUES-PP 15/2020	360.00	101 2171000	360.00
7413144	A7221	P E R S LONG TERM CARE PROGRAM	LONG TERM CARE PREM-PP 15/2020	812.51	101 2170200	812.51
7413145	1705	QUARTZ HILL WATER DISTRICT	06/01/20-07/01/20 WATER SVC	1,532.27	101 4300654	33.46
					203 4636654	417.13
					306 4542682	32.29
					482 4636654	1,049.39
						<u>1,532.27</u>
7413146	08988	SMITH, CHRISTINA	07/20 CONSULTING SVCS	2,885.00	101 4300301	2,885.00
7413147	03154	SO CA EDISON	05/06-07/15/20 ELECTRIC SVC	56.32	101 4300652	56.32
7413148	03154	SO CA EDISON	06/09-07/10/2020 ELECTRIC SVC	689.14	203 4636652	44.04
					482 4636652	625.46
					484 4755652	19.64
						<u>689.14</u>
7413149	03154	SO CA EDISON	06/03-07/08/2020 ELECTRIC SVC	1,019.58	101 4634652	759.98
					482 4636652	20.37
					483 4785660	239.23
						<u>1,019.58</u>
7413150	03154	SO CA EDISON	05/06-07/09/2020 ELECTRIC SVC	2,746.77	203 4785652	24.21
					203 4785652	41.41
					483 4785652	2,381.49
					483 4785660	299.66
						<u>2,746.77</u>
7413151	03154	SO CA EDISON	05/14-07/16/2020 ELECTRIC SVC	13,253.13	480 4755652	503.00
					483 4785652	7,103.77
					483 4785660	46.48
					484 4755652	183.52
					485 4755652	5,019.15
					490 4250652	397.21
						<u>13,253.13</u>
7413152	D1617	STOFFEL, MATTHEW	MS-BOOT/PANT REIMBURSEMENT	100.70	203 4752220	100.70

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7413153	A1393	TEAMSTERS LOCAL 911	07/20 UNION DUES	3,284.00	101 2157000	1,614.50
					101 2157000	1,669.50
				<u>3,284.00</u>		<u>3,284.00</u>
7413154	C2555	TIME WARNER CABLE	06/16-07/15/20-INTERNET-ACS 43057 39TH ST WEST	165.98	306 4342682	165.98
7413155	C2555	TIME WARNER CABLE	06/16-07/15/20-INTERNET-ACS 43028 GUYMAN AVE	165.98	306 4342682	165.98
7413156	D3370	VERIZON WIRELESS	06/20-WIRELESS SERVICE	3,235.31	101 4315651	3,235.31
7413157	C0077	A V E K	BACTERIOLOGICAL TEST	46.00	485 4755301	46.00
7413158	D1445	A V PARTNERS FOR HEALTH	TIME/MILEAGE DELIVER TABLETS	44.94	101 4300301	44.94
7413159	07489	ACCESSO SHOWARE	PAC-06/20-TICKET SALES	9.15	101 4650302	9.15
7413160	08894	ADHERENCE COMPLIANCE INC	MEDICAL CANNABIS SUPPORT SVCS	2,450.00	101 4230301	2,450.00
			MEDICAL CANNABIS SUPPORT SVCS	25,110.00	101 4230301	25,110.00
				<u>27,560.00</u>		<u>27,560.00</u>
7413161	09573	ASSURE HOME INSPECTION	COMMUNITY HOME INSPECTIONS 1102 W AVE H14	300.00	306 4342682	300.00
7413162	04446	AUTO PROS	SMOG INSPECTION-EQ3992	45.00	485 4755207	45.00
7413163	C4358	BEST BEST & KRIEGER LLP	LEGAL SVCS THRU 06/30/2020 RE-ECON DEVT	12,085.91	306 4240301	12,085.91
7413164	08094	BURRELLES	06/20-MONTHLY MEDIA CHARGES	665.14	101 4305301	665.14
7413165	03421	C A L E D	20/21 MBRSHR RENEWAL	1,183.65	101 4240206	1,183.65
			20/21 ASSOCIATE MBRSHR SYDNEY YESETA	100.00	101 4240206	100.00
				<u>1,283.65</u>		<u>1,283.65</u>
7413166	06243	C S A PARTNERS LTD	STIR-VILLAGE PRKWY SPECIFC PLN	27,060.00	101 4240301	27,060.00
7413167	09640	CANNON CORPORATION	CDP 18-05-PERMIT PLAN CHECKING	200.53	101 4761308	200.53
7413168	C2185	CLARK PEST CONTROL	CH-DISINFECTION SVC	880.00	101 4431301	880.00
7413169	10014	COLORGRAPHICS	OUTLOOK-SUMMER 2020 MAILER(61300) OFC(2010)	20,277.12	101 4305253	230.12
					101 4305253	13,170.88
					101 4643253	6,876.12
				<u>20,277.12</u>		<u>20,277.12</u>
7413170	09595	CONCORD WORLDWIDE, INC.	ENTERPRISE UNLIMITED	36,750.00	101 4230301	36,750.00
7413171	08018	DANIELIAN ASSOCIATES INC	HHR-1 ASR 103-DENSITY CONCEPTS	4,490.00	306 4240900I	4,490.00
7413172	07131	DE LAGE LANDEN FINANCIAL SVCS	07/15/20-08/14/20 NETWRK PRNTR	168.95	101 4800254	168.95
7413173	00432	DEPT OF JUSTICE	06/20-FINGERPRINT APPS	32.00	101 4220301	32.00

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7413174	05473	DEWEY PEST CONTROL	1038 W J5-PEST CONTROL	70.00	306 4342682	70.00
			45534 5TH E-PEST CONTROL	70.00	306 4342682	70.00
			44848 RODIN-PEST CONTROL	70.00	306 4342682	70.00
			809 W H8-PEST CONTROL	70.00	306 4342682	70.00
			43745 12TH W-PEST CONTROL	70.00	306 4342682	70.00
			43028 GUYMAN-PEST CONTROL	70.00	306 4342682	70.00
			45534 GADSDEN-PEST CONTROL	70.00	306 4342682	70.00
			1102 W AVE H5-PEST CONTROL	70.00	306 4342682	70.00
			422 LANSFORD-PEST CONTROL	70.00	306 4342682	70.00
			302 E J12-PEST CONTROL	70.00	306 4342682	70.00
			45304 5TH E-PEST CONTROL	70.00	306 4342682	70.00
			45740 KINGTREE-PEST CONTROL	70.00	306 4342682	70.00
			43057 39TH W-PEST CONTROL	70.00	306 4342682	70.00
			44381 STANRIDGE-PEST CTRL	70.00	306 4342682	70.00
			<u>980.00</u>		<u>980.00</u>	
7413175	09811	DUNN CONSULTING	06/20-LEGISLATIVE CNSLTNG SVC	5,000.00	490 4250301	5,000.00
7413176	09614	ENCOMPASS CONSULTANT GROUP IN	CP19002-10TH W/AVE J IMPRVMENTS	13,042.55	203 12ST039924	13,042.55
			CP21-001 SIGNING & STRIPING PL	1,400.00	701 12ST041924	1,400.00
			CP16-005 BUS STOP IMPRVMENTS	15,767.50	207 15ST059924	15,767.50
				<u>30,210.05</u>		<u>30,210.05</u>
7413177	C8113	F J HEATING & AIR CONDITIONING	INSTALL AC UNIT-44381 STANRIDG	3,600.00	306 4342682	3,600.00
7413178	D3240	FASTENAL COMPANY	CREDIT COVID-19-GLOVES DUE TO DUPLICATE PMT	(72.27)	101 4431295	(72.27)
			ENVIRONMENTAL SUPPLIES	803.63	101 4755355	780.26
					331 4755787	23.37
				<u>731.36</u>		<u>731.36</u>
7413179	07665	FRONTIER ENERGY INC	05/20-PROFESSIONAL SERVICES	4,526.75	490 4250770	4,526.75
7413180	04721	GET TIRES, INC	TIRES(2)/SRVC CLL-EQ4337	685.25	203 4785207	685.25
			TIRES(6)/SERVICE CALL-EQ3991	1,212.54	480 4755207	1,212.54
				<u>1,897.79</u>		<u>1,897.79</u>
7413181	00828	HINDERLITER DE LLAMAS & ASSOC	2ND QTR 2020-SALES TAX	2,400.00	101 4410301	2,400.00
7413182	A2594	INTERSTATE BATTERY SYS OF A V	BATTERY-EQ3388	70.46	101 4632207	70.46
7413183	09369	INTERWEST CONSULTING GROUP INC	GIS ASSESSMENT/RECOMMENDATION	3,900.00	101 4315301	3,900.00
			06/20-TRAFFIC ENGINEERING SVCS	960.00	207 11BS027924	676.80
					321 11BS027924	283.20
			06/20-TRAFFIC ENGINEERING SVCS	1,100.00	101 4785301	95.00
				<u>5,960.00</u>	101 4785301	<u>1,005.00</u>
					<u>5,960.00</u>	
7413184	08895	JPW COMMUNICATIONS, LLC	LCE POSTCARD ART PRODUCTION	400.00	490 4250205	400.00
7413185	08387	LOOMIS	07/20-ARMORED CAR SERVICE	343.13	101 3501110	343.13

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7413186	10188	LUA, FRANCISCO JAVIER	REFUND-CONVERTED GARAGE PERMIT 45445 LEATHERWOOD AVE	374.00	101 3201103	374.00
7413187	L1662	MAGDALENO, ALEJANDRA	LCE-NEM PAYOUT	33.88	101 2140000	33.88
7413188	D3578	MINUTEMAN PRESS	LCE-CALPINE PUSH NOTICES(2)	1.92	490 4250213	1.92
			LCE CALPINE PUSH NOTICES(274)	174.55	490 4250213	174.55
			LCE CALPINE PUSH NOTICES(723)	396.35	490 4250213	396.35
				<u>572.82</u>		<u>572.82</u>
7413189	09891	MONITRONICS INTERNATIONAL INC	WLNSS HMS-SECURITY SVC-07/20	(93.78)	306 4342682	(93.78)
			WLNSS HMS-SECURITY SVC-07/20	185.55	306 4342682	185.55
				<u>91.77</u>		<u>91.77</u>
7413190	01184	MONTE VISTA CAR WASH	CAR WASHES(18)	327.50	101 4245207	18.00
					101 4245207	19.00
					101 4647207	17.50
					101 4647207	17.50
					101 4647207	18.00
					101 4647207	19.00
					101 4647207	19.00
					101 4647207	19.00
					101 4653207	25.00
					101 4761207	17.50
					101 4783207	19.00
					101 4800207	16.00
					101 4800207	16.50
					101 4800207	16.50
					101 4800207	17.50
					101 4800207	17.50
					101 4800207	17.50
					101 4800207	17.50
					480 4755207	17.50
				<u>327.50</u>		<u>327.50</u>
7413191	08562	NAPA AUTO PARTS	TRCK TL BX-EQ7770	416.10	101 4783207	416.10
			AIR FILTER-EQ1515	23.08	101 4800207	23.08
			DISC BRK PD-EQ3992	88.98	485 4755207	88.98
			NTRL BCKP SWTCH-EQ3824	54.64	203 4752207	54.64
			BRGHT ALM CRSSVR-EQ7770	262.80	101 4783207	262.80
			P LUCK-EQ3779	16.84	484 4755207	16.84
				<u>862.44</u>		<u>862.44</u>
7413192	06984	PACIFIC DESIGN & INTEGRATION	06/20-BROADCAST MANAGER SVC	4,581.00	101 4307296	4,581.00
7413193	09496	PAY PLUS SOLUTIONS	CALPERS MONTHLY CHARGES	327.00	101 4220301	327.00
7413194	C5395	PRO ACTIVE WORK HEALTH SERVICES	GW-DMV DOT PHYSICAL 06/23/2020	69.00	101 4220301	69.00
			CL-BAT NON DOT-06/30/2020	35.00	101 4220301	35.00
			AB-EVAL DET/XRAY/COLD PK 05/11/2020	238.16	101 4220301	238.16
			SC-COMP EVAL/PROCEDURE 05/20/2019	530.23	101 4220301	530.23
				<u>872.39</u>		<u>872.39</u>

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7413210	D2896	WHITE NELSON DIEHL EVANS LLP	FY 19/20 INTERIM AUDIT	4,000.00	101 4410304	4,000.00
7413211	1215	L A CO WATERWORKS	05/04-07/08/2020 WATER SVC	58,067.74	101 4300654 101 4631654 101 4633654 203 4636654 203 4752654 306 4342684 480 4755654 482 4636654 484 4755654	220.55 251.80 26,823.12 4,265.70 2,257.55 2,002.31 408.37 731.67 20,749.15 357.52
				58,067.74		58,067.74
7413212	03154	SO CA EDISON	06/01-07/01/2020 ELECTRIC SVC	104,787.07	483 4785660 483 4785660	15,816.41 88,970.66
				104,787.07		104,787.07
7413213	A8656	KIMLEY-HORN & ASSOCIATES INC	CP20008-AVE K & 35TH EAST CP20006-LANCASTER HLTH DISTRIC	9,928.00 172,795.50	217 16ST010924 209 15ST058924 321 15ST058924	9,928.00 102,467.73 70,327.77
				182,723.50		182,723.50
7413214	1214	L A CO SHERIFF'S DEPT	05/20-LAW ENFORCEMENT SVCS	2,268,671.42	101 4820354 101 4820357	2,048,014.09 220,657.33
				2,268,671.42		2,268,671.42
7413215	09160	ST. FRANCIS ELECTRIC, LLC	05/20-TRAFFIC SIGNAL RESPONSE 05/20-TRAFFIC SIGNAL ROUTINE 05/20-STREET LIGHT ROUTINE 05/20-STREET LIGHTING MTNC REQUEST #15 05/20-STREET LIGHTING MTNC REQUEST #16 05/20-STREET LIGHTING MTNC REQUEST #17	4,709.00 21,500.00 24,226.50 6,500.00 6,500.00 6,500.00	203 4785461 203 4785461 483 4785660 483 4785460 483 4785460 483 4785460	4,709.00 21,500.00 24,226.50 6,500.00 6,500.00 6,500.00
				69,935.50		69,935.50
7413216	06429	STANTEC CONSULTING SRVCS INC	CP21003-2020 SUMMER PMP CP21007-2020 FALL PMP CP21007-2020 FALL PMP CP21003-2020 SUMMER PMP	26,871.74 93,265.50 6,235.25 21,916.25	701 12ST042924 701 12ST043924 701 12ST043924 701 12ST042924	26,871.74 93,265.50 6,235.25 21,916.25
				148,288.74		148,288.74
7413217	1916	STRADLING,YOCCA,CARLSON,RAUTH	05/20-LEGAL SERVICES	96,443.12	101 4100303 101 4100303 101 4100303 101 4100303 101 4100303 101 4100303 101 4100303 101 4100303 101 4100303	399.00 498.10 908.30 996.20 1,085.50 1,318.50 1,670.10 3,756.30 4,453.60

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					101 4100303	7,500.00
					101 4100303	15,734.10
					101 4100303	58,123.42
				96,443.12		96,443.12
7413218	C2434	VINSA INSURANCE ASSOCIATES	CRIME POLICY FY 20/21	3,623.40	101 4230260	3,623.40
			CYBER POLICY FY 20/21 AXIS INS CO EXCESS CYBER LIAB	10,178.30	101 4230260	10,178.30
			PUB ENT LIABILITY FY 20/21	517,040.70	101 4230260	517,040.70
			UST POLLUTION RENEWAL FY 20/21	1,700.60	101 4230260	1,700.60
			POLLUTION INSTALLMENT #3 7/1/18-7/1/2021 PRISM	2,043.80	101 4230260	2,043.80
			PROPERTY POLICY FY20/21 ALLIANT PROP INS PRGM RENEWAL	1,489,411.45	101 4230260	1,489,411.45
			WORKERS COMP POLICY FY 20/21	668,492.55	101 2166500	668,492.55
				2,692,490.80		2,692,490.80
Chk Count	<u>156</u>			Check Report Total	<u>7,065,377.28</u>	

STAFF REPORT
City of Lancaster

CC 3
8/11/2020
JC

Date: August 11, 2020

To: Mayor Parris and City Council Members

From: George N. Harris II, Finance Director

Subject: A Resolution of the City Council of the City of Lancaster, California, repealing Resolution No. 10-33 in its entirety, and authorizing investment of City funds in the local agency investment fund (LAIF) by specific City Officers.

Recommendation:

Adopt Resolution 20-42, repealing Resolution No. 10-33 in its entirety and authorizing investment of City funds in the local agency investment fund (LAIF) by specific City Officers.

Fiscal Impact:

N/A

Background:

The City Council of the City of Lancaster Adopted Resolution No. 10-33 on June 8, 2010 repealing Resolution No. 03-354 in its entirety and authorized investment of City Funds in the Local Agency Investment Fund (LAIF) by specific officers to reflect changes to the authorization.

The intent of the proposed resolution is the authorize the deposit and withdrawal of the city of Lancaster funds in the LAIF in the State Treasury in accordance with the provisions of Section 16429.1 of the Government Code for the purpose of investment and to authorize specific City of Lancaster officers i.e., the City Manager, Finance Director, their successors in office, or their designee(s) to order the deposit or withdrawal of funds in the Local Agency Investment Fund.

Attachment:

Resolution 20-42

RESOLUTION NO. 20-42

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, CALIFORNIA, REPEALING RESOLUTION NO. 10-33 IN ITS ENTIRETY, AND AUTHORIZING INVESTMENT OF CITY FUNDS IN THE LOCAL AGENCY INVESTMENT FUND (LAIF) BY SPECIFIC CITY OFFICERS

WHEREAS, pursuant to Chapter 730 of the statutes of 1976, Section 16429.1 was added to the California Government Code to create a Local Agency Investment Fund in the State Treasury for the deposit of money of a local agency for the purpose of investment by the State Treasurer;

WHEREAS, the Lancaster City Council does hereby find that the deposit and withdrawal of money in the Local Agency Investment Fund in accordance with the provisions of Section 16429.1 of the Government Code for the purpose of investment as stated therein are in the best interest of the City of Lancaster;

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

Section 1. Resolution No. 10-33 is repealed in its entirety.

Section 2. The City Council does hereby authorize the deposit and withdrawal of City of Lancaster funds in the Local Agency Investment Fund in the State Treasury in accordance with the provisions of Section 16429.1 of the Government Code for the purpose of investment as stated therein, and verification by the State Treasurer's Office of all banking information provided in that regard.

Section 3. That the following City of Lancaster officers, their successors in office, or their designee(s) shall be authorized to order the deposit or withdrawal of funds in the Local Agency Investment Fund:

- Jason Caudle, City Manager
- George N. Harris II, Finance Director
- Nike Noack, Finance Senior Manager
- Michael Allen, Finance Manager

Section 4. Any Resolutions in conflict with provisions stated herein shall be considered superseded by the provisions contained within this Resolution.

Section 5. This resolution shall become effective immediately upon its adoption.

PASSED, APPROVED, and ADOPTED this 11th day of August, 2020, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

APPROVED:

ANDREA ALEXANDER
City Clerk
City of Lancaster

R. REX PARRIS,
Mayor
City of Lancaster

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

CERTIFICATION OF RESOLUTION
CITY COUNCIL

I, _____, _____ City of Lancaster, CA, do hereby certify that this is a true and correct copy of the original Resolution No. 20-42, for which the original is on file in my office.

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

(seal)

STAFF REPORT
City of Lancaster

CC 4
8/11/2020
JC

Date: August 11, 2020

To: Mayor Parris and City Council Members

From: Jeff Hogan, Senior Director - Development Services

Subject: Professional Consultant Services Agreement for Final Design for Plans, Specifications, and Estimates (PS&E) for SR-138 (SR-14) Avenue J Interchange, (Reference Public Works Construction Project No. 20-005, Formerly PWCP No. 14-010)

Recommendation:

Approve award of Additional Authorization No. 2 to Kimley-Horn and Associates, Inc., of Los Angeles, California, to amend and increase the Professional Consultant Services Agreement for additional design services in the amount of \$341,549.00, and authorize the City Manager, or his designee, to sign all documents.

Fiscal Impact:

\$341,549.00; sufficient funds are available in Capital Improvements Budget Account No. 210-5BR007-924.

Background:

On July 10, 2018, the Council approved the award of a Professional Consultant Services Agreement to Kimley-Horn and Associates, Inc., of Los Angeles, California, for Final Design, Plans, Specifications, and Estimates (PS&E) for Public Works Construction Project No. 14-010, SR-138 (SR-14) and Avenue J Interchange project. A contract was executed not to exceed the amount of \$1,894,078.00.

Shortly after Kimley-Horn submitted the combined 30% Local Plans and 30% Caltrans Plans in January 2019, the decision was made to expedite construction by splitting the project into two (2) construction packages due to the delays in obtaining Caltrans approvals. The decision was also made to split the local project into two (2) phases. The first phase was for the median work along the local roadways outside Caltrans, and the second phase included the outside improvements on the local roadways and the full improvements within Caltrans rights-of-way. This work also

covered additional traffic analysis and a more in-depth study of the traffic operations and circulation surrounding Avenue J-8 on/off ramps, in conjunction with Medical Main Street and other businesses within this corridor.

By splitting the project this way, the City would be able to initiate construction of the first local phase without the need for any improvements within Caltrans right-of-way, and complete the second phase with the Caltrans improvements at the Avenue J/Avenue J-8 interchanges. This initiative led to the expedited development of the Local Plans, which included median improvements on Avenue J from 25th Street West to 15th Street West, and 20th Street West from Avenue J to Avenue J-8.

On November 18, 2019, the City Council approved an additional authorization to the Professional Consultant Services Agreement for right-of-way services in the amount of \$24,447.50. The Agreement was revised for a total contract amount not to exceed \$1,918, 525.50.

With approval of this Additional Authorization No. 2, to provide additional design services in the amount of \$341,549.00, the Professional Consultant Services Agreement will be revised for a total contract amount not to exceed \$2,260,074.50.

ML:gb

Attachments:

Agreement (Executed September 12, 2018)

Additional Authorization No. 1 (Executed November 18, 2019)

Additional Authorization No. 2

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES (this "AGREEMENT") is made and entered into this 12TH day of SEPTEMBER, 2018, by and between the CITY OF LANCASTER, a municipal corporation and charter city (the "OWNER"), and KIMLEY-HORN AND ASSOCIATES, INC. (the "CONSULTANT").

RECITALS

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

**PWCP 14-010 – SR-138 (SR-14) AVENUE J INTERCHANGE
FINAL DESIGN FOR 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: 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 Development Services Director
 City of Lancaster
 44933 North Fern Avenue
 Lancaster, California 93534

CONSULTANT Robert D. Blume, P.E., Vice President
 Kimley-Horn and Associates, Inc.
 660 South Figueroa Street, Suite 2050
 Los Angeles, CA 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 Request for Qualifications – (RFQ 632-16) - SR-138 (SR-14) Avenue J Interchange and 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 36 pages
- Second: Request for Qualifications – (RFQ 632-16) - SR-138 (SR-14) Avenue J Interchange
- 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 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 \$ 1,894,078.00. 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 1st each year thereafter. The annual renewal fee shall be in a uniform amount set by the Director of Industrial Relations, and the initial registration and renewal fees may be adjusted no more than annually by the director to support the costs specified in Section 1771.3.
 - (2) Provide such evidence, disclosures, or releases as are necessary to establish all of the following:
 - (A) Worker’s Compensation coverage that meets the requirements of Division 4 (commencing with Section 3200) and includes sufficient coverage for any worker who the contractor will employ to perform work that is subject to prevailing wage requirements other than a contractor who, is separately registered under this section. Coverage may be evidenced by a current and valid Certificate of Workers’ Compensation Insurance or Certification of Self-Insurance required under Section 7125 of the Business and Professions Code.
 - (B) Where applicable, the contractor is licensed in accordance with Chapter 9 (commencing with Section 7000) of the Business and Professions Code.

- (C) The contractor does not have any delinquent liability to an employee or the state for any assessment of back wages, or related damages, interest, fines, or penalties pursuant to any final judgment, order, or determination by a court or any federal, state, or local administrative agency, including a confirmed arbitration award. However, for any judgment, order, or determination that is under appeal, provided that the contractor has secured the payment of any amount eventually found due through a bond or other appropriate means.
- (D) The contractor is not currently debarred under Section 1777.1 or under any other federal or state law providing for the debarment of contractors from public works.
- (E) The contractor has not bid on a public works contract, been listed in a bid proposal, or engaged in the performance of a contract for public works without being lawfully registered in accordance with this section, within the preceding 12 months, or since the effective date of the requirements set forth in subdivision (f), whichever is shorter. For a contractor found to be in violation of the requirements of this paragraph only, the period of disqualification shall be waived if: (i) the contractor has not previously been found to be in violation of the requirements of this paragraph within the preceding 12 months; and (ii) the contractor pays an additional non-refundable penalty registration fee of \$2,000.
- (b) Fees received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established pursuant to Section 1771.3 and shall be used only for the purposes specified in subdivision (b) of Section 1771.3
- (c) The term “contractor,” as used in this section, shall include any subcontractor 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	\$1,000,000
Per Project General Aggregate	\$2,000,000
Including Products/Completed Operations; Contractual Liability/Independent Contractors; Property Damage	

(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)

Commercial Automobile Liability

Combined Single Limit per Accident for Bodily Injury and Property Damage <i>(Coverage shall be at least as broad as ISO form CA00 01)</i>	\$1,000,000
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Workers Compensation

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

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

(A Waiver of Subrogation must be provided on behalf of the Certificate Holder for the Workers Compensation & Employers’ Liability policies)

Professional Liability

Each Occurrence	\$1,000,000
General Aggregate	\$1,000,000

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-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.

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 14-010 – SR-138 (SR-14) AVENUE J INTERCHANGE
FINAL DESIGN FOR PLANS, SPECIFICATIONS, & ESTIMATES
(PS&E)**

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.

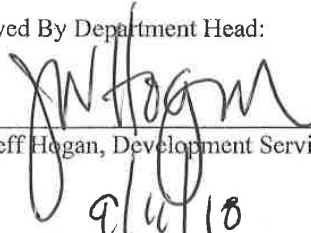
27. **Effective Date.**


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

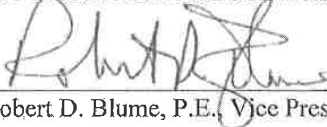
Approved By Department Head:

By: 
Jeff Hogan, Development Services Director
Dated: 9/11/18

By: 
Mark V. Bozigian, City Manager

Dated: 9-12-18

"CONSULTANT"
KIMLEY-HORN AND ASSOCIATES, INC.

By: 
Robert D. Blume, P.E., Vice President RCE 39419

Dated: 8/13/18

ATTEST:


Britt Avrit, MMC
City Clerk

KHACA
03

APPROVED AS TO FORM:

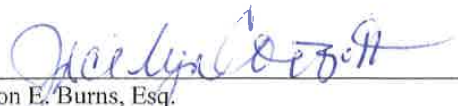

Allison E. Burns, Esq.
City Attorney

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

ATTACHMENT A

SCOPE OF SERVICES

SR-138(SR-14)/Avenue J Interchange Improvements Plans, Specifications and Estimates (PS&E)

1.0 INTRODUCTION

Expected to be approved by CALTRANS by July 2018, the PA&ED SR-14 (SR-138)/Avenue J Interchange Improvements Project (the Project) proposes to modify and improve the operational capacity at the existing interchange and local roadway operations on Avenue J between 15th Street West and 25th Street West.

A Focused Initial Study (IS) with Negative Declaration/Mitigated Negative Declaration was prepared in accordance with Federal and State environmental regulations and guidelines; CALTRANS is the lead agency for California Environmental Quality Act (CEQA). The final environmental document is anticipated by July 2018.

This proposal is for the Plans, Specifications and Estimate (PS&E) and to prepare the Construction Documents, Right of Way (R/W) Engineering for necessary parcel acquisition, Utility Coordination for Relocation of Utilities, and support for gaining approvals from Caltrans for the necessary Encroachment Permit to construct the project under the existing Cooperative Agreement between the City of Lancaster and Caltrans.

2.0 PROJECT DESCRIPTION

The Project is located within THE CITY OF LANCASTER, and the California Department of Transportation (CALTRANS) jurisdictions and is funded by the Los Angeles County Metropolitan Transportation Authority's (LACMTA) Measure R Highway Equity Funds.

The existing SR-14 (SR-138)/Avenue J interchange is a partial compact diamond interchange with a northbound (NB) on-ramp and a southbound (SB) off-ramp. Less than half a mile south, the existing SR-14 (SR-138)/Avenue J-8 interchange is another partial interchange with a NB off-ramp and a SB on-ramp. Vehicle trips in this area heavily utilize local north-south streets primarily 20th Street West and 15th Street West because of the partial interchanges at Avenue J and J-8, thereby creating congestion on the local street network.

The Project proposes to improve capacity at the existing interchange and local roadway operations on Avenue J between 15th Street West and 25th Street West. The improvements at the SR-14 (SR-138)/Avenue J and Avenue J-8 interchanges will help reduce congestion, enhance operational capacity, improve local circulation of traffic, improve wayfinding, and provide multi-modal facilities in the form of bikeways and sidewalks.

The Project Report identified four (4) viable alternatives (1, 2A, 2B, and 3), with Alternative 2B being identified as the locally preferred alternative.

Alternative 2B would convert the SR-14 (SR-138)/Avenue J interchange into a full interchange by adding a NB off-ramp and a SB on-ramp, and realigning the existing NB on-ramp and the existing SB off-ramp. There would also be widening along Avenue J between Amargosa Creek and Sundell Avenue to provide Class II bike lanes and pedestrian facilities between 25th Street West and 15th Street West. Furthermore, Alternative 2B proposes to modify existing traffic

signals and add a new traffic signal at the Avenue J/NB ramp intersection. The NB off-ramp to 20th Street West would also be widened and existing signage on SR-14 (SR-138) would be modified to improve wayfinding. Alternative 2B will reduce through lanes on Avenue J from 3 lanes to 2 lanes in each direction between 25th Street West and 15th Street West to provide improved channelization and lane utilization, bike lanes, and wider sidewalks. Alternative 2B also proposes to remove the SB loop-on-ramp at the SR-14 (SR-138)/Avenue J-8 interchange.

3.0 SCOPE OF SERVICES

This scope of services is specifically based on providing final design services for the Project as described in Section 2.

The proposed tasks are as follows:

- Task 1: Project Management
- Task 2: Project Implementation Planning
- Task 3: Preliminary Engineering (35% P&E)
- Task 4: Draft PS&E (65% PS&E & R/W Engineering)
- Task 5: Draft Final PS&E (95% PS&E)
- Task 6: Final PS&E (100% PS&E)
- Task 7: Final PS&E (CALTRANS District Approval)

The following provides the details of the scope of work required to complete the PS&E for the Alternative 2B improvements.

Task 1 - Project Management

KIMLEY-HORN will provide project management services for a period of up to 12 months. Support during construction will be handled in a separate scope once the PS&E is approved.

Management activities will consist of administration, coordination, attending meetings and quality control as follows:

Task 1.1 Project Management & Contract Administration

KIMLEY-HORN will perform the following project management activities:

- a) Interface with THE CITY OF LANCASTER and CALTRANS staff to assure format consistency of all deliverables, prior to the start of any work.
- b) Coordinate in-house design staff and sub consultants to assure free and timely flow of information for each task activity.
- c) Compliance with CALTRANS, THE CITY OF LANCASTER, and other applicable codes and standards.
- d) Prepare a detailed Critical Path Method (CPM) schedule, and submit updates as required. Prepare, update, and submit a three-month Horizon Schedule at the regular progress meetings.
- e) Prepare and maintain a risk management plan
- f) Prepare and submit correspondence and memos, including meeting notes

- g) Prepare and maintain a project specific Quality Control/Quality Assurance Plan. The QC/QA Plan establishes a process to:
 - Maintain Quality Control procedures and properly document procedures throughout the scope of services
 - Prepare and submit monthly progress reports/invoices that identify work performed on each task the preceding month.
- h) Present the contract budget for each task, prior billing amount, current billing, total billed to date, and a total percent billed to date.

Task 1.2 Project Team/Agency Coordination

KIMLEY-HORN will perform coordination with Agencies as required for project development. Coordinate planning and design effort with team members, including:

- a) CALTRANS (offices, departments, divisions and groups) including CALTRANS Office of Specially Funded Projects (OSFP)
- b) Affected public and private utility owners
- c) THE CITY OF LANCASTER
- d) Environmental Permitting Agencies (as required)

Task 1.3 Meetings

KIMLEY-HORN will attend the following meetings:

- a) Technical coordination meetings (up to 12) with THE CITY OF LANCASTER, CALTRANS and other agencies (as required) to resolve technical issues.
- b) Monthly PDT meetings (up to 12) with project team members. KIMLEY-HORN shall arrange meetings, provide discussion materials, and prepare agenda and minutes
- c) Stakeholder meetings (up to 6) with City agencies, and utility owners to gather and coordinate information on the Project.

Task 1 Deliverables

- Meeting Materials, including agenda and minutes
- Project Schedule
- Risk Management Plan
- Quality Assurance/Quality Control Plan
- Invoices and Progress Reports

Task 2 – Project Implementation Planning – Review and Confirmation of Data

Task 2.1 Data Collection and Review

KIMLEY-HORN will obtain and review available data and information necessary for design of the Project. The information will be obtained from CALTRANS, since CALTRANS prepared the PA&ED phase of the Project. Data to be reviewed includes but is not limited to the following:

- Previous report(s) or documents related to the study area and adjacent projects
- Record Drawings
- Bridge Maintenance Records
- Utility information
- Aerial photos and available mapping
- Survey control data
- Current CADD files
- Right-of-way information

KIMLEY-HORN will coordinate with THE CITY OF LANCASTER to obtain an access encroachment permit from CALTRANS to conduct site investigations and to explore existing site conditions.

Task 2.2

PA&ED Documents – PR and ED Review

KIMLEY-HORN will review the documentation prepared in the PA&ED phase. This is expected to include the following:

- A, B, C Photogrammetric Mapping
- Project Report and Supporting Technical Studies including:
 - Preliminary Layouts and Typical Sections
 - Preliminary Drainage Report
 - Stormwater Data Report
 - Preliminary Materials Report (PMR)
 - Structure Preliminary Geotechnical Reports (SPGR)
 - District Preliminary Geotechnical Report (DPGR)
 - Transportation Operations Analysis Report (TOAR)
 - Advance Planning Study (APS)
- Environmental Document and Supporting Technical Studies, including:
 - Noise Study Report
 - Air Quality Analysis
 - Phase I Initial Site Assessment
 - Community Impact Assessment
 - Cultural Resources
 - Paleontology Report
 - Jurisdictional Delineation
 - Natural Environmental Study
 - Water Quality Assessment Report

Task 2.3

Encroachment Permit for Design Studies

KIMLEY-HORN will prepare a CALTRANS Encroachment Permit on behalf of the City, and will help coordinate any double permits necessary to perform the work needed for the deliverables included in Task 2.

Task 2 Deliverables

- Encroachment Permit for Design Studies

Task 3– Preliminary Engineering (35% P&E)

Task 3.1 Update Base Mapping [WBS 3.185.10]

KIMLEY-HORN will update digital topographic mapping prepared in the PA&ED phase and prepare final design base mapping. Mapping will be prepared in AutoCAD Civil3D format per THE CITY OF LANCASTER requirements.

Utility base mapping will be prepared in accordance with City and Caltrans utility coordination processes.

Base mapping will include as-built centerline surveys, right of way limits, pavement survey, existing horizontal control, utility and drainage facilities based upon the available record data.

Task 3.2 Design Surveys [WBS 3.185.10]

KIMLEY-HORN will review accuracy and completeness of topographic mapping and obtain topographical field survey data needed to complete final design of the project. Design surveys are anticipated to locate details not clearly identified on the aerial mapping (e.g. drainage facilities, sign structures, and existing bridge structure bent, abutment and superstructure features). KIMLEY-HORN will prepare Construction Survey Staking Sheets.

Task 3.3 Utility Coordination (A and B Letters) [WBS 3.185.20.40]

Existing utility information will be requested from utility companies within the project vicinity. Existing utility information will be shown on a color-coded utility tracking drawing and documented by owner, type, size, voltage and material in a utility tracking table and on plan sheets. Each utility type will be included in a separate layer.

THE CITY OF LANCASTER shall be the point of contact with private utility companies and for the preparation of agreements. KIMLEY-HORN will provide support as needed, including but not limited to: Preparing submittal memos, creating/updating contact lists and attending coordination meetings.

KIMLEY-HORN will develop existing utility mapping for the project area, locate utilities that potentially conflict with the proposed improvements, and develop or coordinate relocation plans for conflicting utilities. KIMLEY-HORN will:

- Obtain utility record drawings
- Field review and update record utility information
- Prepare existing utility base mapping
- Identify potential utility conflicts and preliminary major utility relocation requirements

Task 3.4 Local Roadway and Caltrans Highway Plans [WBS 3.230.05]

KIMLEY-HORN will prepare the following plans for the Project. Since the Project includes improvements to both CALTRANS and local roadways (CITY OF LANCASTER), the plans will be prepared to include plans for CALTRANS facilities in CALTRANS format, and local roadways in THE CITY OF LANCASTER standard format. The following plan sets will be split based on the attached exhibit. The

Local Roadway Plan set, will include the following:

# of Sheets	Local Roadway Sheet Name
1	Title Sheet
1	General Notes
6	Typical Cross Sections
4	Street Improvement Plans (1" = 40')
2	Traffic Signal Plans (1" = 40')
5	Signing and Striping (1" = 40')
19	Total Sheet Count

KIMLEY-HORN will also prepare the following plans in CALTRANS standard format, to be reviewed and approved by CALTRANS. The Highway Plan set to be reviewed by CALTRANS, will include the following:

# of Sheets	Caltrans Highway Sheet Name
1	Title Sheet
8	Typical Cross Sections
1	Key Map Line Index
5	Layouts (1" = 50')
5	Profiles & Superelevation Diagrams (1" = 50')
6	Traffic Signal Plans (1" = 50')
5	Drainage Plans (1" = 50')
5	Drainage Profiles (1" = 50')
3	Pavement Delineation Plans (1" = 50' stacked)
4	Sign Plans (1" = 50')
43	Total Sheet Count

Task 3.5

Caltrans Structure Type Selection [WBS 3.240.85]

KIMLEY-HORN will prepare a structure Type Selection Report (TSR) in accordance with CALTRANS requirements based on the recommended and approved APS for special retaining wall layouts, in Alternative 6. Preparation of the TSR will include the following tasks:

- Coordination with project environmental consultant for environmental restrictions to be included in the design process
- Coordination with geotechnical engineer to make foundation type recommendations
- Confirm/develop special retaining wall widths and lengths from approved APS and in coordination with the approved roadway alignment and plans, project grading plans and vertical and horizontal clearance requirements
- Prepare final Type Selection Report (TSR) in accordance with Caltrans requirements
- Attend Type Selection meeting
- Respond to one round of comments on the Type Selection Report and resubmit as required.

Task 3.6 **Preliminary Foundation Reports** [WBS 3.240.65]
KIMLEY-HORN will prepare six (6) Preliminary Foundation Reports for each special-design retaining walls in accordance with CALTRANS Guidelines. The report will briefly include topography, geology, identification of potential geologic hazards, and liquefaction potential. It will provide design parameters using the latest CALTRANS seismic design criteria, and will summarize the findings of the geotechnical field investigation and laboratory soil tests, results of the geotechnical engineering analyses, and present recommendations for proposed foundations.

Task 3.7 **Geotechnical Site Investigation** [WBS 3.240.80]
KIMLEY-HORN will perform sufficient soil investigations to determine the design parameters for special-design retaining walls and approach fills. Specific work items include drilling exploratory borings, performing laboratory tests, and performing engineering analyses. A borehole/location plan will be prepared and used to apply for an Encroachment Permit from CALTRANS and the City. Locations for exploratory borings will be coordinated with record drawing log of test boring data. KIMLEY-HORN will drill up to 19 borings for walls and embankment and 14 borings for payment using a truck mounted rig for up to 100' in depth. These explorations will provide an evaluation of subsurface soils/rock conditions at the structure location. Traffic control and temporary shoulder lane protection is anticipated to conduct borings. KIMLEY-HORN may classify and continuously log subsurface soil conditions encountered in each test boring at the time of drilling. KIMLEY-HORN may obtain "relatively undisturbed" and bulk samples of substrata from test borings. The borings/CPT will be capped in accordance with the permit requirements. Cuttings will be disposed on site. KIMLEY-HORN will perform laboratory tests on representative soil samples such as in-place moisture and density, grain size distribution, direct shear, R-values, maximum density/optimum moisture content, and soil corrosion tests, as necessary.

Task 3.8 **ADL Testing**
KIMLEY-HORN will perform an Aerially Deposited Lead (ADL) evaluation to determine and document lead concentrations in the existing soils, and evaluate hazard levels for earthwork levels and support waste classification.

KIMLEY-HORN will collect a total of 80 samples from 20 borings in earthen areas during the geotechnical field investigation for ADL testing. CALTRANS procedures will be used to perform the ADL analysis.

KIMLEY-HORN will prepare a draft ADL Report using CALTRANS format to document the sampling, test results, statistical analysis, and findings. Comments will be incorporated into a final ADL Report.

Task 3.9 **Geotechnical Design & Materials Reports** [WBS 3.230.05.70.15]
KIMLEY-HORN will prepare a Geotechnical Design Report and a Materials Report in accordance with CALTRANS requirements, and include the following information:

- Evaluation of embankment stability and settlement
- Evaluation of seismic hazards including liquefaction

- Topography
- Geology and identification of potential geologic hazards
- Pavement structural sections for new pavement
- Review CALTRANS pavement condition survey, if available
- Corrosion potential of on-site soils and culver foundation/material requirements

Task 3.10 **PS&E Documentation** [WBS 3.230.60]

KIMLEY-HORN will prepare PS&E supporting information including:

- Draft Construction Schedule
- TMP Checklist
- Draft R/W Certification
- Draft Utility Certification

Task 3.11 **Quantities & Cost Estimate** [WBS 3.230.40.99]

KIMLEY-HORN will prepare a preliminary cost estimate to provide and assess construction and utility relocation costs to establish funding requirements for the project. Costs will be based on mapping and preliminary design data developed in Task 3 and individual cost items quantified. Existing and proposed ground surfaces shall be modeled to enable earthwork quantities to be approximated. Potential cost saving measures, opportunities for phased construction, and utility relocation alternatives shall be investigated and summarized in a technical memorandum. KIMLEY-HORN will include right of way acquisition cost estimates at this stage of the Project.

The preliminary cost estimate will be prepared using THE CITY OF LANCASTER and CALTRANS format. Items requiring more detailed design will be presented as lump sum costs. Appropriate contingencies for 35% P&E level of design will be included.

Task 3.12 **QC Review**

KIMLEY-HORN will perform in-house reviews of all Task 3 submittals in accordance with the project specific QA/QC Plan, and maintain a record of QA/QC activities in the project file. KIMLEY-HORN shall provide written responses to Task 3 review comments, as required, with justification noted for each comment not incorporated. If necessary, KIMLEY-HORN conduct a comment resolution meeting with the CITY, CALTRANS and other agencies to resolve outstanding issues from Task 3 review comments.

Task 3 Deliverables

KIMLEY-HORN will submit the following deliverables in accordance with the approved schedule:

- Updated Base Mapping
- Highway Plans
- Local Roadway Plans
- Structure Type Selection Report (TSR) Packages
- Preliminary Foundation Reports
- Draft ADL Report
- Draft Geotechnical Design Report and Draft Materials Report

- P&E Documentation
- Preliminary Cost Estimate

Task 4 – Draft PS&E (65% PS&E)

KIMLEY-HORN will prepare a combined and coordinated set of highway and structure plan sheets for CALTRANS review and combined local roadway plans for THE CITY OF LANCASTER review. KIMLEY-HORN will coordinate the plans, specifications and estimates to assure that highway design interfaces with local roadway design and structures design when all documents are combined to form a complete set of 65% PS&E bid documents.

Task 4.1 **Local Roadway and Caltrans Highway Plans** [WBS 3.230.05]

KIMLEY-HORN will prepare an updated and complete set of local roadway plans to be reviewed by THE CITY OF LANCASTER, containing each type of sheet listed below. A total of 41 local roadway plan sheets are estimated for THE CITY OF LANCASTER review at this stage of the project.

# of Sheets	Local Roadway Sheet Name
1	Title Sheet
1	General Notes
6	Typical Cross Sections
4	Street Improvement Plan and Profiles (1" = 40')
5	Construction Details
4	Erosion Control Plans (1" = 40')
4	Drainage Plan and Profiles (1" = 40')
5	Drainage Details
2	Traffic Signal Plans (1" = 40')
4	Construction Traffic Control and Staging (1" = 80')
5	Signing and Striping (1" = 40')
?	TBD - Landscape Plans (1" = 40')
41	Total Sheet Count

KIMLEY-HORN will prepare an updated and complete set of highway design plans to be reviewed by CALTRANS and CITY OF LANCASTER, containing each type of sheet listed below. A total of 102 highway plan sheets are estimated for CALTRANS and CITY OF LANCASTER review at this stage in the Project.

# of Sheets	Caltrans Highway Sheet Name
1	Title Sheet
8	Typical Cross Sections
1	Key Map & Line Index
1	Survey Control Plan
5	Demolition Plans (1"=50')
5	Utility Plans (1" = 50')
5	Layouts (1" = 50')
5	Profiles & Superelevation Diagrams (1" = 50')

# of Sheets	Caltrans Highway Sheet Name
10	Construction Details
5	Erosion Control Plans (1" = 50')
5	Drainage Plans (1" = 50')
5	Drainage Profiles (1" = 50")
8	Drainage Details
4	Drainage Summary of Quantities
6	Traffic Signal Plans (3 signals) (1' = 20')
8	Street Lighting Plans (includes Temps) (1' = 50')
5	Stage Construction/Traffic Handling (1" = 100')
3	Pavement Delineation Plans (1" = 50' stacked)
4	Sign Plans (1" = 50')
8	Summary of Quantity Sheets
102	Total Sheet Count

Task 4.2

Caltrans Structure Plans [WBS 3.240.85]

KIMLEY-HORN will prepare final bridge design plans for the special retaining walls based on the recommended and approved APS layout, for Alternative 6. Final design will be based on the approved Type Selection Report. A complete set of unchecked structure design plans and details will be submitted, for CALTRANS DES review, for the special retaining walls for the project

KIMLEY-HORN will perform the following, as part of this task:

- Prepare final special retaining wall design based on AASHTO LRFD Bridge Design Specifications, Sixth Edition, with California Amendments
- Prepare seismic analysis and design in accordance with Caltrans SDC Version 1.7.
- Prepare independent design calculations
- Respond to comments at the various submittals, make necessary plan revisions and resubmit as necessary

A total of 14 Caltrans Structure Plans are estimated for CALTRANS and CITY OF LANCASTER review at this stage in the Project.

It is anticipated that the Final Special Retaining Wall plans will consist of the following:

# of Sheets	Caltrans Bridge Sheet Name
1	General Plan for SHRA Wall
4	Plan, Profile and Sections (SHRA Wall)
5	Plan, Profile and Sections (Mod Retaining Walls)
4	Misc. Details for Walls
14	Total Sheet Count

- Task 4.2 **Standard Specifications & Standard Special Provisions [WBS 3.230.35.99]**
The project will be designed to CALTRANS' 2015 Standard Specifications, Standard Plans, and Standard Special Provisions.
- For work items, necessary for construction of the Project, KIMLEY-HORN will assemble data, and prepare drafts of (1) necessary modifications to the Standard Special Provisions, and (2) nonstandard special provisions (NSSPs) which may be necessary.
- KIMLEY-HORN will prepare a combined set of local roadway, highway and structures special provisions for THE CITY OF LANCASTER review.
- KIMLEY-HORN will prepare a combined and coordinated set of highway and structures special provisions for CALTRANS review.
- Task 4.3 **Update Geotechnical Design and Materials Report [WBS 3.230.05.70.15]**
KIMLEY-HORN will reconcile agency review comments on the draft reports, prepare the final draft reports to include design details and calculations developed under Task 3, and submit to the City and CALTRANS for final review.
- Task 4.5 **Bridge Foundation Reports [WBS 3.240.80]**
KIMLEY-HORN will perform engineering analyses and develop design recommendations for the proposed special retaining wall foundations. KIMLEY-HORN will prepare a detailed Foundation Report for the special retaining walls in accordance with CALTRANS Bridge Design Aids 15-3 and "Geotechnical Considerations for CALTRANS Projects." The report will include design recommendations for foundation type and footing elevations lateral design capacities, incorporate potential scour data in the design, and pile foundation recommendations; discuss seismic considerations, evaluate the liquefaction potential and comment on the site soil conditions. Information related to CALTRANS current seismic design criteria (SDC v 1.6), and current seismic design guidelines and ARS curves (2009) will be included. KIMLEY-HORN will also prepare Log of Test Boring sheets.
- Task 4.4 **Drainage Report [WBS 3.230.05.70.05]**
KIMLEY-HORN will update the Preliminary Drainage Report prepared during the PA&ED phase of the project and will review the data and update design calculations to assess the capacity of the existing drainage systems. KIMLEY-HORN will prepare the Draft Drainage Report (for submittal under Task 4) which will include a review an update of design calculations completed during PA&ED to assess the need for any drainage improvements. The results and design recommendations will be summarized in the Drainage Report. The Drainage Report is expected to include the following:
- Evaluation of the existing conditions
 - Unusual and special conditions
 - Drainage mapping
 - Hydraulic analysis
 - Proposed systems

- Task 4.5 **Hydro-modification Report** [WBS 3.230.05.70.05]
KIMLEY-HORN will perform a hydro-modification analysis to determine the magnitude of the impacts and the need for mitigation. KIMLEY-HORN will propose mitigation measures and perform further analysis to prove the adequacy of the proposed mitigation measures. The mitigation measures will meet the criteria set by the Regional Water Quality Control Board and Region Municipal Regional Stormwater National Pollutant Discharge Elimination System (NPDES) Permit. KIMLEY-HORN will document the analysis, design features, and calculations in the report.
- Task 4.6 **Stormwater Data Report** [WBS 3.230.05.70.05]
KIMLEY-HORN will review the PA&ED level Stormwater Data Report. The latest version, was completed and included with the Project Report completed during PA&ED. KIMLEY-HORN will update that Stormwater Data Report and include a summary of the Project impacts to water quality and recommended best management practices (BMPs) based on Alternative 6, the preferred alternative. KIMLEY-HORN will propose permanent stormwater treatment BMPs for the Project and perform detailed calculations to complete the design and details of the treatment BMPs.
- Task 4.7 **Transportation Management Plan** [WBS 3.185.20.35]
KIMLEY-HORN will prepare a Draft Transportation Management Plan (TMP) for the Project. The TMP will be completed to address traffic management strategies for the construction phase of the project as indicated in the TMP prepared for the PA&ED Phase of the project.
- Task 4.8 **Lane Closure Report** [WBS 3.185.20.35]
KIMLEY-HORN will prepare a lane closure report to assist in the construction of the project. The lane closure report (LCR) is anticipated to require analysis of the following highway segments and ramps:
- Partial closure of project mainline
 - Partial closure of local roadways
 - Partial, or full, closure of the project ramps
- For full closures, KIMLEY-HORN will identify temporary detour routes and develop delay calculations. The traffic count data required to conduct the lane closure and detour analysis will be collected as part of Task 2.8. KIMLEY-HORN will prepare and submit the LCR and Detour Analysis to CALTRANS for review and comment.
- Task 4.9 **PS&E Documentation** [WBS 3.230.60]
KIMLEY-HORN will prepare updated PS&E supporting information including:
- Construction Schedule
 - TMP Checklist
 - Damage Clause Calculations for lane closure (SSP 12-200), if required
 - R/W and Utility Certifications
 - Draft Environmental Certification

- Task 4.10 **Quantities and Cost Estimate** [WBS 3.230.40.99]
KIMLEY-HORN will update the cost estimate for construction and utility relocation costs. Costs will be based on design data developed in Task 4 and individual cost items quantified. KIMLEY-HORN will include right of way cost estimates at this stage of the Project.
- KIMLEY-HORN will develop unchecked quantities and prepare construction cost estimate for the special retaining walls.
- The preliminary cost estimate will be prepared using THE CITY OF LANCASTER and CALTRANS formats. Appropriate contingencies for 65% PS&E level of design will be included.
- Task 4.11 **Environmental Permits** [WBS 3.205.10]
KIMLEY-HORN will obtain approval for the proposed project from the various resource agencies requiring permits to complete the work. Section 401 of the Clean Water Act Certification or Waiver will be required.
- Task 4.12 **QC Review**
KIMLEY-HORN will perform in-house reviews of Task 4 submittals in accordance with the project specific QA/QC Plan, and maintain a record of QA/QC activities in the project file. KIMLEY-HORN will provide written responses to Task 3 review comments, as required, with justification noted for each comment not incorporated. If necessary, KIMLEY-HORN will attend a comment resolution meeting with the City of Lancaster, CALTRANS and other agencies, to resolve outstanding issues from Task 3 review comments.
- Task 4.13 **Right-of-Way Requirement Exhibits**
KIMLEY-HORN will prepare right-of-way exhibits which will show the right-of-way requirements and impacts that are part of this project. The exhibit will include parcel boundary information, APN numbers, and owner names. The exhibit will communicate the limits and extent of right-of-way required for City and Caltrans review and approval.
- Task 4.14 **Plats & Legal Description**
Plats and Legal Descriptions will then be prepared for each of the identified Right-of-Way parcels required based upon the right-of-way requirements map approved in the previous task. Alternative 2B identifies 6 parcels that require acquisition and individual Plats and Legal Descriptions.
- Task 4.15 **Appraisals**
KIMLEY-HORN will provide support to the City contracted Appraisal Company. No separate Appraisal Maps will be prepared for this task. City will provide appraisal services for the R/W required for the project.
- Task 4.16 **Acquisition**
KIMLEY-HORN will provide support to the City contracted Acquisition Company. Clarification will be provided and construction contract work will be coordinated

between the acquisition and the construction contract. City will provide acquisition services for the R/W required for the project.

Task 4 Deliverables

KIMLEY-HORN will submit the following deliverables in accordance with the approved schedule:

- Responses to 35% review comments
- Local Roadway Plans
- Highway and Special Retaining Wall Plans (CALTRANS)
- Draft Special Retaining Wall Design Calculations
- Local Roadway, Highway, and Structures Standard Special Provisions
- Special Retaining Wall Cost Estimate
- Special Retaining Wall Foundation Report (Draft)
- ADL Report
- Geotechnical Design Report and Materials Report
- Updated Technical Reports
- Lane Closure Report (Draft)
- Transportation Management Plan (Draft)
- PS&E Documentation
- Environmental Permit Applications (Draft)
- Updated Quantities and Cost Estimate
- R/W Requirements Map
- Plats and Legal Descriptions for up to six parcels.

Task 5 – Draft Final PS&E (95% PS&E)

KIMLEY-HORN will prepare an updated, combined, and coordinated set of local roadway, highway, and structure plan sheets. KIMLEY-HORN will coordinate the plans, specifications and estimate to assure that local roadway design, highway design, and structures design all interface with each other when all documents are combined to form a complete set of 95% PS&E bid documents.

Task 5.1 **Local Roadway and Caltrans Highway Plans** [WBS 3.255.10.05]
KIMLEY-HORN will prepare an updated and complete set of checked local roadway, and highway design plans containing each type of sheet listed under Task 4.1.

Task 5.2 **Caltrans Special Retaining Wall Plans** [WBS 3.250.55]
KIMLEY-HORN will prepare a complete set of checked structure design plans and details for CALTRANS DOS review for the special retaining wall plans identified in Task 4.2.
KIMLEY-HORN will perform an independent check of all structures design in accordance with CALTRANS procedures. KIMLEY-HORN shall prepare independent check of structure calculations, details, technical specifications, and quantity calculations. KIMLEY-HORN shall address independent check comments and update structures design.

KIMLEY-HORN shall update Working Day Schedule for each special retaining wall, as required.

Task 5.3 Update Technical Reports [WBS 3.255.10.25]
KIMLEY-HORN will reconcile agency review comments on the technical reports submitted in Task 4, prepare final reports as required, and submit to the CITY and CALTRANS for approval.

Task 5.4 Special Provisions [WBS 3.255.10.99]

KIMLEY-HORN will prepare an updated combined set of local roadway, highway and structures special provisions for THE CITY OF LANCASTER review.

KIMLEY-HORN will prepare an updated set of combined highways, and structures special provisions for CALTRANS review.

Task 5.5 Constructability Review [WBS 3.250.50]
KIMLEY-HORN will prepare written responses to the City, and CALTRANS constructability review comments. Comments and responses will be reconciled, and agreed upon comments will be incorporated in to the design documents, if necessary.

Task 5.6 Update Environmental Permits [WBS 3.205.10]
KIMLEY-HORN will reconcile agency review comments on the environmental permit applications submitted in Task 4, prepare updated permit applications as required, and submit for regulatory agency approval.

Task 5.7 Quantities and Cost Estimate [WBS 3.230.40.99]
KIMLEY-HORN will update cost estimate for construction, right of way, and utility relocation costs. Costs will be based on design data developed in Task 5 and individual cost items quantified.

Appropriate contingencies for 95% PS&E level of design will be included.

Task 5.8 PS&E Documentation [WBS 3.255.10.99]
KIMLEY-HORN will update PS&E supporting information including:

- Construction Schedule
- SWDR, if required
- Draft Storm Water Information Handout
- TMP Checklist
- R/W and Utility Certification

Task 5.9 QC Review
KIMLEY-HORN will perform in-house reviews of all Task 5 submittals in accordance with the project specific QA/QC Plan, and maintain a record of QA/QC activities in the project file. KIMLEY-HORN will provide written responses to Task 4 review comments, as required, with justification noted for each comment not incorporated. If necessary, KIMLEY-HORN will attend a comment

resolution meeting with the City of Lancaster, CALTRANS and other agencies to resolve outstanding issues from Task 4 review comments.

Task 5 Deliverables

KIMLEY-HORN will submit the following deliverables in accordance with the approved schedule:

- Responses to 65% review comments
- Local Roadway, Highway, and Structure Plans
- Local Roadway, Highway, and Structures Standard Special Provisions
- Cost Estimate (City of Lancaster and CALTRANS)
- Structures Cost Estimates
- Structures Working Day Schedule
- Updated Technical Reports, as required
- Environmental Permit Applications
- PS&E Documentation

Task 6 – Final PS&E (100% PS&E)

- Task 6.1 **Local Roadway and Caltrans Highway Plans** [WBS 3.255.10.05]
KIMLEY-HORN will prepare an updated and complete set of final local roadway, and highway design plans.
- Task 6.2 **Caltrans Structure Plans** [WBS 3.250.55]
KIMLEY-HORN will prepare a complete set of final structure design plans and details.
- Task 6.3 **Update Technical Reports** [WBS 3.255.10.25]
KIMLEY-HORN will reconcile any remaining agency review comments on the technical reports submitted in Task 5, prepare final reports as required, and submit to CALTRANS for approval.
- Task 6.4 **Special Provisions** [WBS 3.255.10.99]
KIMLEY-HORN will prepare an updated combined set of local roadway, highway and structures special provisions for THE CITY OF LANCASTER review.

KIMLEY-HORN will prepare a final set of combined highway and structures special provisions for CALTRANS approval.
- Task 6.5 **Update PS&E Documentation** [WBS 3.255.10.99]
KIMLEY-HORN will update PS&E supporting information submitted under Task 5, as required, and obtain THE CITY OF LANCASTER, and CALTRANS, approvals.
- Task 6.6 **Prepare Files for City and CALTRANS** [WBS 3.255.40]
KIMLEY-HORN will prepare a Survey File in accordance with the checklist of requirements defined in CALTRANS Project Development Procedures Manual, Appendix QQ including:
- Control traverses used to design the project.

- Alignment traverses of all Center lines.
- Right-of-Way record maps
- Retaining wall layout lines
- Alignments for flow lines of curbs and ditches
- Design cross sections for permanent and temporary detour construction at 50-foot station increments and at the critical stations (including BCs, ECs, angle points, low/high points, MVPs, CHP areas, etc.)
- Slope Stake Listings - Slope Stake Listings shall include all grade breaks on the finish grade surface including center line, sawcut / conform, ETWs, ES / EP (such as MVPs), HP and CP including contour grading as well as any ditch and bioswale flow lines. The Slope Stake Listings will be provided at 50-foot intervals on tangents and large radius curves and 25' intervals in curves of a radius less than 1000' and at any critical stations such as BCs, ECs and angle points on the various alignments, ETW, ES / EP, flow line curb, etc.

KIMLEY-HORN will prepare and submit a Resident Engineer file in accordance with CALTRANS' Project Development Activities Guide, OSFP Information and Procedures Guide, Bridge Memo to Designers and include all project relevant items identified in the Resident Engineer's file checklist. The following items will be included for structures:

- Structures Engineer Pending File including bridge deck contour (4-scale) plans in accordance with CALTRANS Memo to Designers 2-2
- Final Foundation Report
- Joint Movement Rating Calculations

KIMLEY-HORN will prepare the Information Handout containing the documents identified in the Special Provisions and as required under Section 10.8 of CALTRANS RTL Guide.

- Task 6.7 **Update Environmental Permits** [WBS 3.205.10]
KIMLEY-HORN will reconcile remaining agency review comments on the environmental permit applications and coordinate with the City and CALTRANS to obtain permit approvals from appropriate regulatory agencies.
- Task 6.8 **Quantities and Cost Estimate** [WBS 3.255.20]
KIMLEY-HORN will update cost estimate for construction, right of way, and utility relocation costs. Costs will be based on design revisions developed in Task 6.
- Task 6.9 **QC Review**
KIMLEY-HORN shall perform in-house reviews of all Task 6 submittals in accordance with the project specific QA/QC Plan, and maintain a record of QA/QC activities in the project file. KIMLEY-HORN shall provide written responses to Task 5 review comments, as required, with justification noted for each comment not incorporated. If necessary, KIMLEY-HORN shall attend a comment resolution meeting with the City of Lancaster, CALTRANS and other agencies to resolve outstanding issues from Task 5 review comments.
- Task 6.10 **Utility Coordination (C Letters)**

KIMLEY-HORN will prepare and send out Utility C letters to all utility owners whose utilities will be impacted as part of this project. The letters will include a set of final approved plans, and will allow the utility owners 60 days, or as negotiated, to schedule and construct relocations

- Task 6.11 **Utility Certification and Ready to Advertise**
KIMLEY-HORN will prepare a utility policy certification to certify that both the determination and the presentation of the utilities shown in the project plans are agreed upon by the utility owners.
- Task 6.12 **R/W Certification**
The City will certify that all the required right-of-way is secured prior to advertisement of the project.
- Task 6.13 **CALTRANS Construction Encroachment Permit**
KIMLEY-HORN will prepare a CALTRANS Encroachment Permit package to perform the work within the Caltrans right-of-way needed for this project.

Task 6 Deliverables

KIMLEY-HORN will submit the following deliverables in accordance with the approved schedule:

- Responses to 95% review comments
- Local Roadway, Highway, and Structure Plans
- Local Roadway, Highway, and Structures Standard Special Provisions
- Structures Cost Estimates
- Structures Working Day Schedule
- Final Technical Reports, as required
- Final Environmental Permit Applications
- PS&E Documentation
- Information Handout
- Survey File
- Resident Engineer File
- Caltrans Encroachment Permit

ASSUMPTIONS

This scope of services is limited by the following assumptions, and as may be noted elsewhere.

Project Limits:

- Avenue J between 10⁵h Street West and 25th Street West
- SR-14 and Avenue J Interchange and Ramps
- SR-14 and Avenue J-8 Ramps

Geometric Design

- Project improvements for the final design phase shall incorporate plan, profile, superelevation, typical section, and design exceptions developed during the PA&ED phase.

Permits

- Encroachment permit applications to perform design activities within CALTRANS and City right of way shall be prepared by KIMLEY-HORN for THE CITY OF LANCASTER's signature. No permit processing costs or permit fees are included for access within CALTRANS, or other properties.

Mapping

- Mapping shall be in English units in AutoCAD Civil3D® format.
- Aerial photogrammetry will be provided by CALTRANS
- ABC process will be completed by CALTRANS
- Digital topographic mapping will be provided by CALTRANS

Survey

- All survey datum shall be 1983 NAD (Horizontal) and 1988 NAD (Vertical).

Right of Way

- Preparation of Right of Way Land Net boundary surveys, hard copy maps, and appraisal maps are not included in this scope of services.
- Plats and legal descriptions will be prepared based upon PA&ED estimates for alternative 2B.

Utilities

- No longitudinal encroachment exceptions are required.
- Utility Agreements shall be prepared by THE CITY OF LANCASTER. KIMLEY-HORN can prepare utility agreements for THE CITY OF LANCASTER, but they are not included in this scope of services.

Landscaping and Irrigation Design

- Kimley-Horn has provided an allowance for this design. This will be confirmed and may need to be adjusted once final scoping of these improvements is known.

Structure Design

- Seismic retrofit of the existing bridge will not be required.
- Design of sound walls is not anticipated, or included.
- Structure aesthetic treatments will be included.

Reviews and submittals

- PS&E submittals for single CITY of LANCASTER/CALTRANS reviews of each submittal is included
- KIMLEY-HORN will submit technical reports once in draft and once in final form, the intent being one review and one revision per document, unless otherwise specified.

Project Management

- Project management activities during the final design phase will be provided for a 12 - month period starting from Notice to Proceed.

Bidding and Construction Phase

- THE CITY OF LANCASTER will advertise, award and administer the construction contract.
- Construction bid support services and design support during construction are not included in this scope of services.

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 twelve (12) months 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 \$1,894,078.00. 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 five (5) days following issuance of Notice to Proceed. It is anticipated that performance of the work will be completed within three hundred sixty-five (365) calendar days from commencement. In no event shall performance of the work be completed later than July 31, 2019 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.



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

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Robert D. Blume, P.E., Vice President
Kimley-Horn and Associates, Inc.
660 S. Figueroa Street, Suite 2050
Los Angeles, California 90017

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X



Agent

Addressee

B. Received by (Printed Name)

SHANNON HARLOW

C. Date of Delivery

10/3/18

D. Is delivery address different from item 1?

Yes

If YES, enter delivery address below:

No


ADDITIONAL AUTHORIZATION NO. 1
FOR CONSULTANT SERVICES

TO: Robert D. Blume, P.E., 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 September 12th 2018, you are authorized to proceed with the following consulting services:

<u>Project:</u>	PWCP 20-005 – SR-138 (SR-14) Avenue J Interchange, Final Design for Plans, Specifications, and Estimates (PS&E)
<u>Original Authorization:</u>	\$1,894,078.00
<u>Previous Additional Authorizations:</u>	\$0.00
<u>This Authorization:</u>	\$24,447.50
<u>Total Not To Exceed:</u>	\$1,918,525.50
<u>Date Required:</u>	Immediately
<u>Project Manager:</u>	Michael Livingston

ACCEPTED:

DocuSigned by:

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

November 15, 2019 | 2:10:49 PM PST

Date

AUTHORIZED:

DocuSigned by:

D7407BFC689346C...

 Jeff Hogan
 Development Services Director

November 18, 2019 | 7:34:53 AM PST

Date

ML:vr

EXHIBIT "A"

SCOPE OF SERVICES & SCHEDULE

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

PROEJCT DESCRIPTION AND LOCATION

It is our understanding the City of Lancaster is proposing improvements to the SR-138 (SR-14) and Avenue J Interchange. Funding for the project is through Measure R and Measure M with no federal dollars being used for the project. Based on proposed improvements for this interchange, two (2) parcels made up of two (2) ownerships are impacted. Consultant shall provide appraisal reports and acquisition services for real properties located in the vicinity of Avenue J and 22nd Street West as part of SR138/14 Interchange Project (No. PWCP 14-018). Consultant shall provide appraisals, acquisition, and project management services on the following properties:

APN 3124-012-007, together with 3124-012-012

APN 3124-012-008, together with 3124-012-009

TASK 1 – PROJECT MANAGEMENT

Successful implementation of any acquisition requires a thorough and coordinated effort during planning and preparation stages as well as during the implementation phase to see a project to a timely and cost-efficient completion. Consultant shall provide project management services at all stages of this process. Such services shall include:

1. Track and manage all budget-related aspects of the project associated with the Scope of Work.
2. Assist with the development of administrative policies, procedures, and forms necessary to carry out the initial program.
3. Manage ongoing general consultation and project coordination with the client, City, and other project team members, including one (1) project team meeting.
4. Preparation of tracking reports that monitor the completion of project milestones of the various disciplines involved with the project.
5. Preparation and presentation of a monthly status report based on the agreed-upon guidelines on information to be provided. Confer with client verbally on general status, issues, and progress.
6. Coordinate with federal and state oversight agencies as applicable.
7. Oversee subcontracting for, and managing of, any necessary disciplines needed for the project.

Deliverables: Monthly status reports (7), schedule updates (1)

TASK 2 – APPRAISAL SERVICES

Site expansion requires an acquisition appraisal. Consultant shall follow the Uniform Act and the Cal-trans Right-of-Way Manual. In appraising property for acquisition, it is necessary to contact subject property owners and invite them to accompany appraisers on the property inspection. This is facilitated using a Notice of Decision to Appraise (NDA) letter, sent certified mail with return receipt requested. Following preliminary research and the NDA notification process, the following activities take place:

1. Consultant will mail a notification letter and acquisition policies brochure to the property owner requesting permission to conduct an on-site inspection of the property, advising them of their right to accompany the appraiser at the time of the inspection, and requesting information regarding the property appraised which could influence the appraised value.
2. Appraiser will review title information pertaining to respective ownerships and will review drawings and other pertinent information relative to the parcel.
3. Appraiser will inspect each property personally with the owner (if possible) and document the inspection with photographs for use in the report.
4. Appraiser will inventory all improvements affected by the proposed taking including notes on their manner of disposition (i.e., pay-for and remove vs. move back).
5. Appraiser will perform market research to support the selected appraisal methodologies and will document and confirm comparable sales information.
6. Appraiser will prepare a narrative appraisal report that conforms to the Uniform Standards of Professional Appraisal Practice (USPAP). The appraisal study and report are intended to serve as an acquisition appraisal and will be prepared in a summary format consistent with the specifications for narrative appraisal reports.

Deliverables: Two (2) Fee Appraisals

TASK 3 – ACQUISITION SERVICES / NEGOTIATIONS

Negotiations

Following the City's approval of just compensation, Consultant will present the City's written purchase offer to the owners and/or owner's representative. Negotiations will involve an interactive, face-to-face discussion with each property owner about subject property; explanation of the project and its impacts to the property; explanation of the valuation process and how the value was concluded; and answer any questions or concerns the owner may have.

Utilize a non-coercive, integrative negotiation style to overcome all hurdles in reaching a settlement in the most efficient manner possible. Consultants will negotiate in good faith, with an open mind for creative solutions that would be mutually beneficial to all parties involved. In the event a counter proposal is made, Consultant will evaluate its merits and make recommendations if an administrative adjustment or settlement is warranted, based on the facts. Consult with the real estate appraiser to provide supplemental research and analysis of property owner presented reports or theories. Supplemental negotiations may also include addressing any objection or question concerning the project the owner has by conferring with the City's

Project Manager. Once an agreement is reached, submit the appropriate executed documents to the City for approval; including letters of recommendation with supporting documentation if an administrative settlement is being recommended.

Acquisitions

1. Establish and maintain complete and current ownership files in a form acceptable to the City.
2. Receive and analyze title information, approved appraisal reports and legal descriptions in sufficient detail to negotiate with property owners and other parties.
3. Prepare all offer letters, summary statements and lists of compensable items of fixtures and equipment, in accordance with state or federal regulations and approval of the City.
4. Present written purchase offers to owners or their representatives in person, when possible. Secure receipt of delivery of offer as practical and present and secure tenant information statements, as applicable.
5. Notify relocation agent of initiation of negotiations within 2 business days and provide appraisal information, occupant contact information and tenant information as necessary.
6. Follow-up and negotiate with each property owner, as necessary; prepare and submit recommended settlement justifications to City for review and approval; review any independent appraisal secured by property owner and coordinate reimbursement of appraisal fees (up to \$5,000) with the City. Ongoing negotiations and settlement discussions will continue for 8 weeks after the initial offer or until a settlement or impasse is reached.
7. Prepare and assemble acquisition contracts, deeds and related acquisition documents required for the acquisition of necessary property interests. Legal descriptions to accompany easements or to accompany partial acquisition deeds are provided by the City.
8. Maintain a diary report of all contacts made with property owners or representatives and a summary of the status of negotiations indicating attitude of owners, problem areas and other pertinent information. Copies of all applicable written correspondence will be maintained in files.
9. Prepare an impasse letter for any parcel where, after diligent attempts to settle by negotiation, it appears eminent domain will be needed or prudent to acquire the needed interest.
10. Transmit executed acquisition documents to the City. Each transmittal package shall include a fully executed and properly notarized deed(s), fully executed acquisition contract with attachments and a brief settlement memorandum which summarizes the pertinent data relative to the transaction.

Deliverables: Two (2) written offers of just compensation, deeds, and right of way agreements; Executed deeds and right of way agreements and administrative settlement if applicable; and closed file.

GENERAL TITLE CLEARANCE SERVICES (PART OF ACQUISITION SERVICES)

1. Work in conjunction with escrow officer to facilitate the clearance of title matters as set forth in the settlement memorandum and escrow instructions.
2. Coordinate payment of taxes due and release of liens.
3. Secure full or partial reconveyance instruments from lien holders of record.
4. Coordinate lost instrument bonds as may be necessary.

5. Coordinate and facilitate recordation of corrective deeds to clear vesting issues.
Secure subordination agreements from conflicting easement holder

TASK 4 - ESCROW COORDINATION - IF BY NEGOTIATED SETTLEMENT

1. Open escrow and coordinate execution of closing instructions providing for title insurance coverage at the settlement amount.
2. Provide escrow officer with fully executed acquisition contract and notarized deed.
3. Review settlement statement for accuracy.
4. Coordinate deposit of acquisition price and estimated closing costs with escrow.
5. After the closing, review the title insurance policy for accuracy.
6. Prepare and mail a letter to County Assessor requesting cancellation of taxes if appropriate, and assist the escrow/title company in the recordation of deeds/easements with the Los Angeles County Recorder's Office

TASK 5 - EMINENT DOMAIN COORDINATION - IF SETTLEMENT BY EMINENT DOMAIN

Assist eminent domain counsel with the following:

1. Prepare a letter for the City signature, to eminent domain counsel requesting proceeding to condemnation.
2. Provide eminent domain counsel with available right of way maps and legal descriptions, preliminary title reports and title review documents and information on how to contact each owner or interest holder.
3. Provide eminent domain counsel with a duplicate copy of the parcel file, together with a copy of the appraisal, offer to purchase, correspondence, acquisition contract and deed as presented.
4. Convert preliminary title reports to litigation guarantees for eminent domain counsels' use. Title company fees (based on the value of the interest required) are additional.

TASK 10 - PROJECT CLOSEOUT

1. Closeout all project activities.
2. Deliver all project files to the City
3. Prepare a final report.
4. Conduct quality management after action review.

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 \$24,447.50 for a total amount Not to Exceed \$1,918,525.50.

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 D. Blume, P.E., Vice President
Kimley-Horn and Associates, Inc.

EXHIBIT "B"

Kimley-Horn and Associates, Inc. is providing this scope and fee to provide right-of-way acquisition support services to the City of Lancaster (City) under our current on-call contract. We are providing these services through our subconsultant OPC. The scope of work was provided based upon the revised right-of-way requirements included in the 60% local roadway plans for Avenue J.

The attached scope and fee from Overland, Pacific & Cutler, LLC (OPC) will be completed for a not to exceed amount of \$24,447.50. With the reviews and approvals of the draft plans for the Avenue J Interchange improvements, the right-of-way acquisition is ready to proceed.

The schedule of completion of these services will be dictated by the project schedule and the City of Lancaster reviews. We anticipate that these services will be completed by March 2020.

EXHIBIT "B"

Fee Proposal

The following fee proposal is based on OPC's understanding of the project and scope of work identified above.

		Overland, Pacific & Cutler, LLC					
		City of Lancaster - Avenue J Interchange					
	Name	Roy Guinaldo	Kelly DeWitt	Various	Various		
	Category/Title	Senior PM	Senior Agent	Agent/Analyst	Project Support		
	Billing Rate	\$150.00	\$115.00	\$105.00	\$75.00	Total Hours	Total Costs
Task 1:	Project Management	38	0	0	5	43	\$ 6,075.00
Task 2:	Property Acquisitions - 2 Cases	4	48	0	26	78	\$ 8,070.00
Task 3:	Escrow - 2 Cases	0	0	16	0	16	\$ 1,680.00
	TOTAL HOURS	42	48	16	31	137	
	Subtotal Labor:	\$ 6,300.00	\$ 5,520.00	\$ 1,680.00	\$ 2,325.00		\$ 15,825.00
	Other Direct Costs						
	Cushman Wakefield - Fee Appraisals (2)						\$ 6,400.00
	TOTAL COST:						\$ 22,225.00



ADDITIONAL AUTHORIZATION NO. 2
FOR CONSULTANT SERVICES

TO: Robert D. Blume, P.E., 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 September 12th 2018, you are authorized to proceed with the following consulting services:

<u>Project Name:</u>	SR-138 (SR-14) Avenue J Interchange, Final Design for Plans, Specifications, and Estimates (PS&E) (Reference PWCP 20-005, formerly PWCP 14-010)
<u>Original Authorization:</u>	\$1,894,078.00
<u>Previous Additional Authorizations:</u>	\$24,447.50
<u>This Authorization:</u>	\$341,549.00
<u>Total Not To Exceed:</u>	\$2,260,074.50
<u>Date Required:</u>	Immediately
<u>Project Manager:</u>	Michael Livingston

ACCEPTED:

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

Date

AUTHORIZED:

Jeff Hogan
Senior Director - Development Services

Date

ML:vr

EXHIBIT "A"

SCOPE OF SERVICES & SCHEDULE

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. 2 shall include:

SEE ATTACHED

EXHIBIT “A” SCOPE OF SERVICES

PROJECT DESCRIPTION

Upon City review of the 60% Local Plans in July 2019, the decision was made to expand the project limits by adding median modifications, landscaping and irrigation, pavement overlay, and ADA improvements on 20th Street West from Avenue J-8 to Avenue J. The City also revised the local pavement overlay approach by proposing to leave the pavement two inches lower than the finished surface and install temporary paint striping that reflect the existing striping configuration on Avenue J from 25th Street West to 15th Street West. The remaining two inches of pavement overlay, and permanent striping would be implemented during the Caltrans phase. The phased pavement overlay strategy requires an additional set of street improvement plans, signing and striping plans, and traffic signal plans in the Caltrans set of plans to show proposed pavement overlay, striping, and signal modifications to be implemented during the Caltrans phase. Including the final lift of pavement for the local roadway portion with the Caltrans improvements provides flexibility in construction staging in the two construction projects and provides a new surface and striping after the second phase is completed.

These construction package revisions resulted in additional effort to develop the 85% Interim Local Plans and Estimate, the 60% and 90% Local Plans and Estimate, and additional local street plans to accompany the Caltrans 90% and 100% PS&E packages. The additional effort is summarized below and in attached labor breakdown for each element of the design that changed.

- 85% Interim Local Plans and Estimate
 - Develop typical sections, street improvement plans, and construction details for 85% interim median improvements.
 - Modify signing and striping plans for 85% interim median improvements.
 - Develop of traffic control plans for 85% interim median improvements.
 - Develop cost estimate per 85% interim improvements.

- 60% Local Plans and Estimate
 - Well into the development of the 60% revised local plan set, the decision was made to revise the medians that were relocated in the previous 30% design package, this required modification of typical sections and street improvement plans and overlay strategy for the local roadway on Avenue J from 25th Street West to 20th Street West.
 - Also, during development of the 60% plans, the City decided to alter the design of Avenue J from 20th Street West to 15th Street West. This included median modifications to revise the typical sections, layouts, and overlay strategy.
 - Modify signing and striping plans on Avenue J from 25th Street West to 15th Street West to accommodate revised median and outside roadway design
 - Modify traffic signal heads and vehicle detection zones in traffic signal plans to accommodate new striping design.

- For the 30% plans, the medians between 25th and 20th only had hardscape design elements. During the revisions mentioned above of the 60% plans, the City revised the median treatment to include landscaping and irrigation plans for all medians on Avenue J from 25th Street West to 15th Street West.
 - Develop traffic control plans on Avenue J from 20th Street West to 15th Street West for new median improvements.
 - Develop cost estimate to include revised civil design on Avenue J median modifications on Avenue J from 20th Street West to 15th Street West, the landscaping improvements from 25th to 15th, and revised pavement overlay strategy.
- 90% Local Plans and Estimate
 - City decided to include street improvement plans and demolition and utility plans for median modifications, ADA improvements, and pavement overlay on 20th Street West from Avenue J-8 to Avenue J.
 - With the new improvements on 20th Street West, traffic control plans were developed to accommodate added median modifications and ADA improvements on 20th Street West from Avenue J-8 to Avenue J.
 - Landscaping and irrigation plans were also developed for medians on 20th Street West from Avenue J-8 to Avenue J. The improvements on 20th Street West from Avenue J-8 to Avenue J required 9 new plan sheets.
 - With the changes to add the improvements on 20th Street West between Avenue J and Avenue J-8, additional cost estimates were completed to include median modifications, pavement overlay, landscaping and irrigation, and ADA improvements.
 - During the development of the 90% plans, the City decided to change the strategy on the final overlay and striping on Avenue J to leave the existing striping in place after the initial improvements to allow for easier traffic handling at the interchange during the subsequent Caltrans package construction. This required modification of the signing and striping plans to remove bike lanes and show temporary paint striping reflecting existing striping configuration.
 - This also required modification of the traffic signal plans to adjust traffic signal heads and vehicle detection zones on the traffic signal plans to accommodate revised striping design.
 - During development of the 90% plans, a new proposed traffic signal was studied at the intersection of Avenue J and 17th Street West for the future Medical Main Street improvements. Design was later put on hold, as City decided to not include Medical Main Street improvements in the Avenue J PS&E package.
- 90% and 100% Caltrans plans
 - Develop local roadway plans to include the final overlay lift and final striping to occur during the final work completed on the local roadway as part of the Caltrans package.
- In addition to the changes reflected above, the survey effort within Caltrans R/W required significant traffic control and night work to complete. The original scope included by the surveyor

included the assumption that the traffic control work would be minimal and that the work could be completed during daylight hours. Caltrans required full traffic control plans and required that the work be completed at night due to the level of traffic on the freeway during the daylight hours. This change required traffic control plans to be developed and traffic control operations during surveying operations, which were completed by Traffic Control Incorporated, a sub-consultant. Additional effort was required to address Caltrans requirements that affected our original approach proposed by the Surveyor.

The additional fee required to complete these items as described above includes \$99,730 to develop 85% Interim Local Plans and Estimate, \$74,430 for additional efforts on 60% Local Plans and Estimate, \$64,140 for additional efforts on 90% Local Plans and Estimate, \$29,080 to include local plans to integrate the final overlay and striping of the local roadway into the Caltrans 90% and 100% packages, and \$74,168.50 for the additional traffic control required to complete the surveys on Caltrans right-of-way. The total for these additional items is \$341,549, as presented in the attached additional hours and cost breakdown. Furthermore, we are requesting a 1 year extension to the contract.

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 \$341,549.00 for a total amount Not to Exceed \$2,260,074.50.

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 D. Blume, P.E., Vice President
Kimley-Horn and Associates, Inc.

Exhibit "B"

City of Lancaster
SR14 (SR138) Avenue J Interchange Improvements
Additional hours and Cost Breakdown

		P8 Bob	P6 Sri	P4 Eugene	P4 Rox	P2 Lou/Gema	P5 Randall	P1 ngelo/Andi/Rossir	P1 Brandon	Wendy				
		Kimley-Horn and Associates, Inc.												
		Project Manager	Senior Prof. I Traffic	Prof. I Roadway	Prof I Traffic	Analyst II	Landscape Architect	Analyst I Traffic	Analyst I Roadway	Project Support	Total KH Hours	Total KH Cost	TMI	Total Cost
		\$285.00	\$210.00	\$140.00	\$140.00	\$130.00	\$185.00	\$115.00	\$115.00	\$85.00				
Task 1:	85% Interim Local Plans and Estimate	6	12	110	74	200	0	140	230	14	786	\$ 99,730.00	\$ -	\$ 99,730.00
1.1	Typical Sections			10		20			20	2	52	\$ 6,470.00		\$ 6,470.00
1.2	Street Improvement Plans	2		40		100			120	2	264	\$ 33,140.00		\$ 33,140.00
1.3	Construction Details			30		60			80	2	172	\$ 21,370.00		\$ 21,370.00
1.4	Signing and Striping Plans		4		32			60		2	98	\$ 12,390.00		\$ 12,390.00
1.5	Traffic Control Plans		4	20	32			60		2	118	\$ 15,190.00		\$ 15,190.00
1.6	Cost Estimate			10	10	20		20	10	2	72	\$ 9,020.00		\$ 9,020.00
1.7	QC Review	4	4							2	10	\$ 2,150.00		\$ 2,150.00
Task 2:	60% Local Plans and Estimate	4	4	58	54	140	28	130	150	14	582	\$ 74,430.00	\$ -	\$ 74,430.00
2.1	Typical Sections			10		20			20	2	52	\$ 6,470.00		\$ 6,470.00
2.2	Street Improvement Plans	2		40		80			120	2	244	\$ 30,540.00		\$ 30,540.00
2.3	Signing and Striping Plans		2		24			60		2	88	\$ 10,850.00		\$ 10,850.00
2.4	Traffic Signal Plans		2		10			20		2	34	\$ 4,290.00		\$ 4,290.00
2.5	Landscaping and Irrigation Plans					24	24			2	50	\$ 7,730.00		\$ 7,730.00
2.6	Traffic Control Plans				10			30		2	42	\$ 5,020.00		\$ 5,020.00
2.7	Cost Estimate	2		8	10	16	4	20	10	2	72	\$ 9,530.00		\$ 9,530.00
Task 3:	90% Local Plans and Estimate	0	12	24	86	100	28	156	76	16	960	\$ 64,140.00	\$ -	\$ 64,140.00
3.1	Street Improvement Plans			10		20			30	2	62	\$ 7,620.00		\$ 7,620.00
3.2	Demolition and Utility Plans			10		20			30	2	62	\$ 7,620.00		\$ 7,620.00
3.3	Signing and Striping Plans		4		30			60		2	96	\$ 12,110.00		\$ 12,110.00
3.4	Traffic Signal Plans		4		16			24		2	46	\$ 6,010.00		\$ 6,010.00
3.5	Ave J/17th Street West Signal Design		4	0	24			40		2	70	\$ 8,970.00		\$ 8,970.00
3.6	Traffic Control Plans				16			32		2	50	\$ 6,090.00		\$ 6,090.00
3.7	Landscaping and Irrigation Plans					40	24			2	66	\$ 9,810.00		\$ 9,810.00
3.9	Cost Estimate			4		20	4		16	2	46	\$ 5,910.00		\$ 5,910.00
Task 4:	90% & 100% Caltrans PKG with Local Plans and Estimate	0	5	28	38	38	0	68	48	6	231	\$ 29,080.00	\$ -	\$ 29,080.00
4.1	Create local layout sheets for final overlay of Avenue J		0	24	0	30		0	40	2	96	\$ 12,030.00		\$ 12,030.00
4.2	Create local striping sheets for final overlay of Avenue J		5		30			60		2	97	\$ 12,320.00		\$ 12,320.00
4.3	Estimates for overlay and striping for local street in Caltrans set			4	8	8		8	8	2	38	\$ 4,730.00		\$ 4,730.00
Task 5:	Caltrans Surveys Traffic Control Plans and Operations	4	4	0	0	0	0	0	0	4	12	\$ 10,920.00	\$ 63,248.50	\$ 74,168.50
5.1	Traffic Control Plans	2	4	24	16	16	0	8	0	2	72	\$ 10,180.00	\$ 63,248.50	\$ 73,428.50
5.2	Traffic Control Operations	2								2	4	\$ 740.00	\$ -	\$ 740.00
TOTAL HOURS		14	37	220	252	478	56	494	504	54	2,571			
Subtotal Labor:		\$ 3,990	\$ 7,770	\$ 30,800	\$ 35,280	\$ 62,140	\$ 10,360	\$ 56,810	\$ 57,960	\$ 4,590		\$ 278,300.00	\$ 63,248.50	\$ 341,549
Kimley-Horn Expenses														\$ -
Labor Escalation (0% per year) for 6 months														\$ -
TOTAL COST:												\$ 278,300.00	\$ 63,248.50	\$ 341,549

STAFF REPORT
City of Lancaster

CC 5
8/11/2020
JC

Date: August 11, 2020

To: Mayor Parris and City Council Members

From: Jeff Hogan, Senior Director - Development Services

Subject: Award of Bid – Public Works Construction Project No. 20-010 2020 Sidewalk, Curb & Gutter Repairs

Recommendation:

Award Public Works Construction Project No. 20-010, 2020 Sidewalk, Curb & Gutter Repairs, to C.S. Legacy Construction, Inc., of Chino, California, in the amount of \$667,280.00 plus a 10% contingency, to repair or replace sidewalk, curb, gutter, or other concrete improvements at various locations throughout the City. Authorize the City Manager, or his designee, to sign all documents. This contract is awarded to the lowest responsible bidder per California Public Code Section 22038 (b).

Fiscal Impact:

\$734,008.00 (including 10% contingency) to be awarded; sufficient funds are available in Capital Improvements Budget Account Number 701-15SW018-924. There are no associated annual maintenance costs.

Background:

In 2017, the City of Lancaster launched the Summer of Sidewalks program aimed to alleviate some of the backlog of concrete repair projects needed throughout the City. The overall success of the project led to the creation of an annual concrete repair program to address future concrete improvements needed throughout the City.

As an extension of that program, the 2020 Sidewalk, Curb & Gutter Repairs project will repair or replace approximately 4,800 Square Feet (SF) of sidewalk, 1,600 SF of cross gutters and spandrels, 1,200 linear feet of curb and gutter, and 47 curb ramps. The project also includes trimming 11 trees and removing 3 trees. These improvements will coincide with repairs that residents have requested through the Comcate Service Request system, as well as with future Pavement Management

Program (PMP) project locations, providing required ADA improvements in advance of these projects. The project is funded through the road bond.

Per Section 2.2, this project is subject to the Community Workforce Agreement by and between the City of Lancaster and Los Angeles/Orange Counties Building and Construction Trades Council and the Signatory Craft Councils and Unions (“CWA”). The PWCP 20-010 contract documents were prepared, and the project was advertised accordingly. Per Section 2.6(b) of the CWA, Letters of Assent shall be submitted by the Contractor and each of its subcontractors, of whatever tier, forty-eight (48) hours prior to commencement of work, or within forty-eight (48) hours after the award of Project Work to that Contractor (or subcontractor), whichever occurs later.

On July 14, 2020, at 11:00 a.m., the City conducted an electronic bid opening for Public Works Construction Project No. 20-010 via PlanetBids. Four (4) electronic bids were received. Of those four electronic bids, three (3) had accompanying sealed bid bonds and are deemed responsive. The responsive bids are as follows:

	<u>Contractor</u>	<u>City</u>	<u>Bid Amount</u>
1.	C.S. Legacy Construction, Inc.	Chino, CA	\$667,280.00
2.	DOD Construction	Bakersfield, CA	\$806,060.50
3.	R.C. Becker and Son, Inc.	Santa Clarita, CA	\$1,032,786.15
	Engineer’s Estimate		\$835,455.00

AL:gb

Attachment:
Concrete Repair List

**Appendix A-1
Public Works Construction Project 20-010
2020 Sidewalk, Curb & Gutter Repairs
Concrete Repair List**

Location #	Location Description	Remove & Replace PCC Curb Ramp (EA)	Install Detectable Warning System (EA)	Remove & Replace PCC Curb & Gutter (LF)	Remove & Replace PCC Driveway (SF)	Remove & Replace PCC Sidewalk (SF)	Remove & Replace PCC Cross Gutter (SF)	Remove & Replace PCC Spandrel (SF)	Root Prune & Tree Trim (EA)	Remove Tree (EA)
	PCC Repairs (XREF PWCP 21-003)									
1	Sierra Hwy, E side, Just S of Lancaster Auto Sales					50				
2	Sierra Hwy, E side, in front of Eastside Collision Auto Repair					70				
3	Sierra Hwy & Ave H-8 - NW & SW Ramp	2								
4	Sierra Hwy & Ivesbrook St - NW Ramp	1								
5	Ave K Frontage, N Side, at tree just E of 22nd St					40			1	
6	Ave K Frontage @ 22nd St W - NE & NW Ramp	1	1							
7	2323 Ave K Frontage					40				
8	Ave K Frontage & 24th St W - NE & NW Ramps	1								
9	Ave K, S Side, at storm manhole just E of 32nd St W					55				
10	Ave K, S Side, at east side of 3114 Ave K property					40				
11	2340 Ave K, at mailbox					70				
12	Ave K & Westfield Dr, SE & SW Ramps	2								
13	Ave K & 22nd St W, SE Ramp	1								
14	Ave J-12, N Side, just E of driveway between SpringHill & Comfort Inn					50				
15	Ave J-12, N Side, at fire hydrant in front of Comfort Inn					60				
16	Ave J-12, N Side, just W of eastern Comfort Inn driveway					70				
17	Ave J-12, N Side, at 2nd tree E of eastern Comfort Inn driveway					70				
18	Ave J-12/17th St W, E Side, across from fire hydrant / light pole					70				
19	Ave J-12/17th St W, E Side, across from Ave J-15					90				
20	Ave J-12/17th St W, W Side, Just N of Liquid Bean driveway					100			1	
21	Ave J-12/17th St W, W Side, 2nd tree S of Ave J-15					100			1	
22	Ave J-12/17th St W, W Side, 1st tree S of Ave J-15					50				
23	Ave H & 25th St W - NW & SW Ramps	1	1							
24	Ave H & 27th St W - NE & NW Ramps		2							
25	Ave H & 30th St W - NE Ramp		1							
26	Ave H & 35th St W - NW Ramp		1							
	PCC Repairs (XREF PWCP 21-007)									
27	Ave J-8 @ 21st St W, SE & SW Ramps	1	1							
28	Ave J-8 & Blue Sky Ct - SE & SW Ramps	2								
29	Ave J-8, S Side, at fire hydrant by Desert Christian Auditorium					180				
30	Ave J-8 & 25th St W, All Ramps	3	1							
31	Ave J-8, S Side, just W of 25th St W					100				
32	Ave J-8 & 30th St W - All Ramps	4								
33	Ave J-8 & Bobby Jones Dr - SE & SW Ramps	2								
34	Ave J-8 & 32nd St W - NE Ramp	1								
35	Ave J-8, N side, at Ruthron Ave					60				
36	Ave J-8 & Fine St - NE & NW Ramps	2								
37	Ave J-8, N Side, behind 2828 Perfect Pl					70				
38	Ave J-8 & Precise St, at water meter on W corner					80				
39	Ave J-8 & Precise St - NE & NW Ramps	2								
40	Ave J-8 & 21st St W - NE & NW Ramps	2								
41	Ave J-8 & 14 Fwy Ramp		2							
42	Ave L & 25th St W - NW Ramp	1								
43	Ave K & 10th St W - SE Ramp		1							
44	Ave K, S Side, alongside Jet Food & Liquor					80				
45	Ave K, S Side, at utility box just W of Gadsen Ave					60				
46	Ave K, S Side, across from Fern Ave					20				

**Appendix A-1
Public Works Construction Project 20-010
2020 Sidewalk, Curb & Gutter Reipairs
Concrete Repair List**

Location #	Location Description	Remove & Replace PCC Curb Ramp (EA)	Install Detectable Warning System (EA)	Remove & Replace PCC Curb & Gutter (LF)	Remove & Replace PCC Driveway (SF)	Remove & Replace PCC Sidewalk (SF)	Remove & Replace PCC Cross Gutter (SF)	Remove & Replace PCC Spandrel (SF)	Root Prune & Tree Trim (EA)	Remove Tree (EA)
47	Ave K, N Side, at power pole E of St Helena Church					70				
48	451 W Ave K					30				
49	Ave K & Elm St - NW Ramp		1							
50	Ave K, N Side, at light pole just E of Firestone					100				
51	Ave K, N Side, at Enterprise driveway					50				
52	Ave L & Ana Madre Ln - SE Ramp		1							
53	20th St W & Ave L-14 - NE & SE Ramps	2								
54	20th St W & Ave L-8 - NE Ramp	2								
	Comcate PCC Repairs									
55	20th St E, E Side, just N of Nugent St			430						
56	43343 6th St E			135		1080				
57	45309 Newtree Ave			30					1	
58	44233 Raven Ln					135			1	
59	180 West Ave J-12						180			
60	2034 Green Tree St			30						
61	43724 Santa Rosa Cir			6		24				
62	603 E Ave J			30						
63	43871 Carefree Ct			30						
64	1133 West Ave H-6			13	100					
65	43661 Castle Cir			30						
66	3022 West Ave J-7			33		263		533		
67	1223 Valiant St			50						
68	1342 E Ave J-5			30						
69	Newgrove St & Date Ave						215			
70	43803 Rembrandt St			45						
71	6220 Jasper Ct			40						
72	856 W Ave J-9			15						
73	44973 15th St W				196				1	
74	45432 17th St W				364	98			1	
75	44550 Denmore Ave			90	738					
76	44940 Kingtree Ave					180				
77	44832 Cedar Ave				253					1
78	Ave J, S Side, just W of 20th St E			35						
79	43938 Delgado Ct			20		208			1	
80	Ave J-4 & 48th St W						156			
81	333 E Kildare St			40						
82	43743 Fern Ave			42	143	96				
83	44057 61st St W					130			1	
84	45867 Evelyn Ct	1		23		242		506		
85	45640 23rd St W					96				1
86	539 W Ave J-11				549				1	1
87	Ave J-8 & 27th St E					216				
88	13th St W & Leatherwood Ave					100			1	
	Totals	34	13	1197	2343	4793	551	1039	11	3

STAFF REPORT
City of Lancaster

CC 6
08/11/20
JC

Date: August 11, 2020

To: Mayor Parris and City Council Members

From: Jason Caudle, City Manager

Subject: **Approve Entering into a Long-Term Renewable Energy Contract with Sierra Pacific Industries for Lancaster Choice Energy**

Recommendation:

Approve entering into a long-term renewable energy contract with Sierra Pacific Industries for Lancaster Choice Energy.

Fiscal Impact:

Not to exceed \$241,928.40 over a period of ten years. There will be sufficient revenues generated to cover operating expenses, including power procurement.

Background:

In October 2015, the State of California enacted Senate Bill 350, also known as the Clean Energy and Pollution Reduction Act of 2015 (the Act). The Act established new clean energy, clean air, and greenhouse gas reduction goals for the state. Specifically, the Act requires that all load serving entities, including Community Choice Aggregators (CCAs) enter into long-term renewable energy contracts with energy delivery to begin by the 2021 – 2024 compliance period (Compliance Period 4).

In order to meet this requirement, California Choice Energy Authority (CalChoice), on behalf of Lancaster Choice Energy (LCE) and its other member agencies, issued a Request for Proposals for Renewable Energy Projects in March 2020. Several wind, solar, geothermal, biomass and small hydro-electric projects were short-listed.

CalChoice and its legal and technical team spent several months negotiating and finalizing commercial and contract terms on behalf of its member agencies with several counterparties and continues to do so. CalChoice, and its member agencies, will be contracting with Sierra Pacific Industries (SPI). The SPI project is a 22.77 MW project in Northern California, with a commercial delivery date of January 2021. LCE will receive 8.3% of the biomass project's generation.

As a condition of the contract, SPI recognizes and accepts the secured deposit account in the name of LCE as credit and collateral, and no other security or credit backing by the city or CalChoice will be required.

With the execution of this contract, which fulfills a portion of LCE's long-term renewable energy contracting requirement, LCE will have contracted for a total of 88% of its state mandated obligation for Compliance Period 4. As such, staff will be returning in upcoming months with additional long-term renewable energy contract approval requests.

Attachment:

Power Purchase Agreement

**CONFIRMATION
LONG-TERM CONTRACT FOR PCC3 RECS**

THIS CONFIRMATION FOR LONG-TERM CONTRACT FOR PCC3 RECS (this “Confirmation”) is entered into this 30th day of June, 2020 (“Effective Date”), by and between City of Lancaster, a California municipal corporation and charter city, d/b/a Lancaster Choice Energy (“LCE” or “Buyer”) and Sierra Pacific Industries (“SPI” or “Seller”), each referred to herein individually as a “Party” and collectively as the “Parties”, regarding the purchase and sale of the Product (as defined below) under the terms and conditions herein (the “Transaction”). Capitalized terms used in this Confirmation and not defined herein have the meaning assigned thereto in the Master Agreement or Schedule R (each as defined below). The Master Agreement and this Confirmation shall be collectively referred to herein as the “Agreement.”

WHEREAS, Buyer is subject to Section 399.13(b) of the California Public Utilities Code, which requires all California load-serving entities (LSEs) to meet sixty-five percent (65%) of their California Renewables Portfolio Standard (RPS) obligations with supply contracts of ten years or longer.

NOW, THEREFORE, in consideration of the mutual covenants and agreements in this Confirmation and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

Master Agreement: This Confirmation shall be governed by the terms and conditions of the WSPP Agreement, version dated January 25, 2020, promulgated by WSPP, Inc. (the “Master Agreement”), such terms and conditions are incorporated by reference as if fully set forth in this Confirmation, including but not limited to Schedule R of the Master Agreement (“Schedule R”). The Master Agreement, including Schedule R, shall govern this REC Transaction, except as modified in this Confirmation. References herein to sections in Schedule R shall appear, for example, as “Section R-2.3.4”. References in Schedule R to “Renewable Energy Facility” shall be interpreted as references to a Project (as defined below in this Confirmation).

Product: As used herein, “Product” shall mean Portfolio Content Category 3 (“PCC 3”) RECs generated by a Project that meet the requirements of the Applicable Program and this Confirmation and which shall be subject to the requirements of a Resource Contingent REC as described in Section R-2.3.3 of Schedule R.

Environmental Attributes: The Environmental Attributes conveyed under this Confirmation as part of the Product are All Attributes, including all Environmental Attributes required under the Applicable Program (as defined in the Definitions section hereof).

Project: As used herein, “Project” shall mean one or more of the renewable energy generating facilities listed in Exhibit A, which shall be referred to collectively as the “Projects”.

Delivery Term: “Delivery Term” means the period from January 1, 2021 through December 31, 2030, and shall continue through the completion of the payment of amounts due pursuant to this Confirmation and the transfer of all RECs to Buyer through WREGIS.

Contract Quantity: The amount of Product to be supplied for each calendar year of the Delivery Term shall be equal to the lesser of (a) [REDACTED] or (b) [REDACTED] of the total aggregate output (in MWh) of the Projects for such calendar year (the “Contract Quantity”).

Contract Price: The price for each MWh (i.e., per REC) of Product conveyed to Buyer in accordance with the terms of this Confirmation is set forth in Exhibit B (the “Contract Price”).

REC Transfer: During the Delivery Term, Seller shall transfer the RECs to Buyer’s WREGIS account (Buyer’s WREGIS Account Holder Name and Account ID: City of Lancaster - 1031).

Invoicing and Payment: During the Delivery Term, once per quarter, Seller will invoice Buyer for an amount equal to the product of (a) the Contract Price and (b) the portion of the Contract Quantity delivered to Buyer, as evidenced by the quantity of WREGIS Certificates transferred to Buyer’s WREGIS account by Seller.

Buyer shall make payment to Seller by wire transfer or ACH payment to the bank account provided on each monthly invoice. Buyer shall pay undisputed invoice amounts on or before the twenty-third (23rd) day of the month in which the invoice was received, provided that such invoice was received by the fifteenth (15th) day of the month, otherwise the invoice will be paid on the next month’s monthly distribution date under the Security Documents (i.e., the 23rd of the month). If such due date falls on a weekend or legal holiday, such due date shall be the next Business Day.

Supporting Data: Because the Product is being sold by Seller to Buyer to facilitate Buyer’s compliance with the California Renewables Portfolio Standard, including the requirements of Section 399.13(b) of the California Public Utilities Code and CPUC Decision D.17-06-026, Seller shall use reasonable efforts to assist Buyer, if necessary, in timely providing required data and/or documentation, as requested by jurisdictional regulatory authorities, to support Buyer’s compliance.

Change in Law Provisions: The REC Transaction under this Confirmation is Regulatorily Continuing as defined in Section R-5.2.2(b) of Schedule R. The Parties acknowledge that an essential purpose of this Agreement is for Purchaser to acquire Product that will satisfy Purchaser’s obligations under the Applicable Program. In the event of a Change in Law in the Applicable Program, including for the avoidance of doubt any Change in Law that would prevent the Product from being used by Purchaser to meet the compliance requirements of the Applicable Program, Seller shall make commercially reasonable efforts to obtain compliance with such Change in Law, provided that Seller shall not be required to spend more than [REDACTED] during the Delivery Term in Seller’s efforts to obtain such compliance. Seller shall keep Buyer reasonably informed of its efforts to obtain compliance. If (a) it is not possible to obtain compliance without amending this Confirmation, or (b) notwithstanding Seller’s efforts to obtain compliance, including expenditure by Seller of the amount specified in the preceding sentence, or if Seller cannot, or would not be able to, obtain compliance regardless of the amount of money expended, the Parties shall work in good faith to try and revise this Confirmation so that this Confirmation complies with the requirements of such Change in Law. In the event the Parties cannot reach agreement on any such amendments to this Confirmation after sixty (60) days of commencement of discussions regarding such Change in Law (“Negotiation Period”), then Purchaser may terminate this Confirmation upon written notice to Seller, which shall be effective the next Business Day after such notice is received, and any such termination shall be without further liability to either Party, subject to payment of any amounts owing between the Parties prior to such termination.

SPECIAL PROVISIONS:

A. Non-Modifiable Standard Terms and Conditions

- (1) **Eligibility:** Seller, and, if applicable, its successors, represents and warrants that throughout the Delivery Term of this Agreement that: (i) the Project qualifies and is certified by the CEC as an Eligible Renewable Energy Resource (“ERR”) as such term is defined in Public Utilities Code Section 399.12 or Section 399.16; and (ii) the Project’s output delivered to Buyer qualifies under the requirements of the California Renewables Portfolio Standard. To the extent a change in law occurs after execution of this Agreement that causes this representation and warranty to be materially false or misleading, it shall not be an Event of Default if Seller has used commercially reasonable efforts to comply with such change in law. **[STC 6, Non-Modifiable. (Source: D.07-11-025, Attachment A.) D.08-04-009]**
- (2) **Applicable Law:** Governing Law. This Agreement and the rights and duties of the Parties hereunder shall be governed by and construed, enforced and performed in accordance with the laws of the state of California, without regard to principles of conflicts of law. To the extent enforceable at such time, each Party waives its respective right to any jury trial with respect to any litigation arising under or in connection with this Agreement. **[STC 17, Non-Modifiable. (Source: D.07-11-025, Attachment A) D.08-04-009]**
- (3) **Transfer of Renewable Energy Credits:** Seller and, if applicable, its successors, represents and warrants that throughout the Delivery Term of this Agreement the renewable energy credits transferred to Buyer conform to the definition and attributes required for compliance with the California Renewables Portfolio Standard, as set forth in California Public Utilities Commission Decision 08-08-028, and as may be modified by subsequent decision of the California Public Utilities Commission or by subsequent legislation. To the extent a change in law occurs after execution of this Agreement that causes this representation and warranty to be materially false or misleading, it shall not be an Event of Default if Seller has used commercially reasonable efforts to comply with such change in law. **[STC REC-1, Non-modifiable. D.11-01-025]**
- (4) **Tracking of RECs in WREGIS:** Seller warrants that all necessary steps to allow the Renewable Energy Credits transferred to Buyer to be tracked in the Western Renewable Energy Generation Information System will be taken prior to the first delivery under the contract. **[STC REC-2, Non-modifiable. D.11-01-025]**

B. Additional Terms and Conditions

- (1) **Seller Representations and Warranties.** Seller represents and warrants:
 - (a) Seller is the owner of the Projects and all Product delivered under this Confirmation to Buyer shall have been produced by the Projects;
 - (b) As of both Delivery and passage of title, Seller has and conveys to Buyer all right, title, interest in and to the REC and all Environmental Attributes underlying the REC, and the exclusive right to any and all Reporting Rights Seller may have in or to the REC and Environmental Attributes, free and clear of any liens, security interests, or other encumbrances of any kind whatsoever;
 - (c) Seller has not sold the Product to be transferred to Buyer to a third party; and
 - (d) the Product meets the requirements set forth in PUC Code 399.16(b)(3) and the RPS compliance requirements for Portfolio Content Category 3 as set forth in CPUC Decision 11-12-052.
- (2) **Buyer Representations and Warranties.** Buyer represents and warrants that Buyer has taken all necessary steps to establish a WREGIS account to receive the RECs to be transferred from Seller to Buyer prior to the first delivery under this Confirmation.

C. Amendments to The Master Agreement; Additional Provisions

(1) Confidentiality.

- (a) Section 30, Confidentiality, of the Master Agreement is amended for purposes of this Confirmation by inserting at the end of Section 30.1(6) prior to the semicolon the following: “or to Deliver RECs pursuant to the requirements of WREGIS”.
- (b) Each Party recognizes that this Confirmation is subject to the requirements of the California Public Records Act (Government Code Section 6250 et seq.).

(2) Credit Requirements. The Parties agree and acknowledge that this Confirmation is subject to the Security Agreement dated as of February 28, 2019, between City of Lancaster, a California municipal corporation and charter city, d/b/a Lancaster Choice Energy, as pledgor, and River City Bank, not in its individual capacity, but solely as Collateral Agent (“Security Agreement”), and all obligations hereunder are Obligations as defined in such Security Agreement, and that the Security Agreement is incorporated into this Agreement by reference. In accordance with the Security Documents, LCE shall ensure that SCE deposits into a lockbox account, all of the proceeds of all of the Customer account receipts (net of the amounts to be paid to SCE) received from the sale of the Product to the Customers. SPI shall receive, in accordance with the Security Documents, payments for its invoices due and payable from such lockbox. Except as provided in the foregoing, Section 27 of the Master Agreement is not applicable to, and credit support is not required for Buyer under this Confirmation. Buyer’s obligation to make payments hereunder are to be made solely from the lockbox and obligations to make payments hereunder do not constitute any kind of indebtedness of Buyer or create any kind of lien on, or security interest in, any property or revenues of Buyer.

(3) Counterparts. This Confirmation may be signed in any number of counterparts with the same effect as if the signatures to the counterparts were upon a single instrument. The Parties may rely on electronic or scanned signatures as originals under this Confirmation. Delivery of an executed signature page of this Confirmation by electronic mail transmission (including PDF) shall be the same as delivery of a manually executed signature page.

(4) Entire Agreement; No Oral Agreements or Modifications. This Confirmation sets forth the terms of the Transaction into which the Parties have entered and shall constitute the entire Agreement between the Parties relating to the contemplated purchase and sale of the Product. Notwithstanding any other provision of the Agreement, this Confirmation may only be entered into by a Documentary Writing executed by both Parties, and no amendment or modification to this Confirmation shall be enforceable except through a Documentary Writing executed by both Parties.

D. Definitions/Interpretations

For purposes of this Confirmation, the following definitions shall apply:

“Applicable Program” means the California Renewables Portfolio Standard.

“Buyer” as used herein shall have the same meaning as “Purchaser” under the Master Agreement.

“California Renewables Portfolio Standard” means the renewable energy program and policies, codified in California Public Utilities Code Sections 399.11 through 399.32 and California Public Resources Code Sections 25740 through 25751, as such provisions are amended or supplemented from time to time, including without reservation the requirements of California Public Utilities Code Section 399.13(b) and CPUC Decision D.17-06-026.

“CEC” means the California Energy Commission or its regulatory successor.

“CPUC” means the California Public Utilities Commission or its regulatory successor.

“Depository Bank” has the meaning set forth in the Security Agreement.

“FERC” means the Federal Energy Regulatory Commission or its regulatory successor.

“Intercreditor and Collateral Agency Agreement” means the Intercreditor and Collateral Agency Agreement, dated as of February 28, 2019, among the Collateral Agent, LCE, SPI and the PPA Providers party thereto from time to time.

“Secured Account” means deposit account no. *****7974 maintained in the name of LCE at Depository Bank, and any replacement account.

“Security Agreement” has the meaning set forth in Section C (2) of this Confirmation.

“Security Documents” means, collectively, the Intercreditor and Collateral Agency Agreement, the Security Agreement and the Account Control Agreement, dated as of February 28, 2019, among the Depository Bank, LCE and the Collateral Agent.

“STC” stands for Standard Terms and Conditions of the CPUC relating to purchase and sales of the Product.

“WECC” means the Western Electricity Coordinating Council or its successor organizations.

“WREGIS” means the Western Renewable Energy Generation Information System or its successor systems.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the Parties have signed this Confirmation effective as of the Effective Date.

City of Lancaster, a California municipal corporation and charter city, d/b/a Lancaster Choice Energy	Sierra Pacific Industries
By:	By:
Name:	Name:
Title:	Title:

EXHIBIT A

PROJECTS

Facility	WREGIS ID	CEC RPS ID	CA County	CBA
Anderson 2	W4675	61146A	Shasta	CAISO
Burney	W1734	60087A	Shasta	CAISO
Lincoln	W1735	60088A	Placer	CAISO
Quincy	W1736	60089A	Plumas	CAISO
Sonora	W2842	60576A	Tuolumne	CAISO

EXHIBIT B
CONTRACT PRICE

Year	Contract Price (\$/MWh)
2021	
2022	
2023	
2024	
2025	
2026	
2027	
2028	
2029	
2030	

STAFF REPORT
City of Lancaster

CC 7
8/11/2020
JC

Date: August 11, 2020
To: Mayor Parris and City Council Members
From: Patti Garibay, Division Manager
Subject: Consideration of Adoption of Ordinance No. 1075

Recommendation:

Adopt **Ordinance No. 1075**, adding Chapter 2.39 to the Lancaster Municipal Code creating the Lancaster Social Equity Commission.

Fiscal Impact:

None

Background:

At the July 28, 2020, City Council meeting, Ordinance No 1075 was introduced adding Chapter 2.39 to the Lancaster Municipal Code. The Ordinance as initially presented referred to the Social Justice Commission, but upon motion for approval, the Council changed it to the Social Equity Commission. The Lancaster Social Equity Commission will consist of seven Commissioners of Change and up to three alternates whose purpose shall be to cultivate and sustain diversity and inclusion through accountability and civilian oversight by fostering a fair and equitable justice system with transparency in all forms of government in the City of Lancaster.

The City Council approved the introduction of Ordinance No. 1075 by the following vote:

AYES: Council Members Dorris, Malhi, Mann, Vice Mayor Crist, Mayor Parris
NOES: None
ABSTAIN: None
ABSENT: None

Attachment:

Ordinance 1075

ORDINANCE NO. 1075

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LANCASTER, CALIFORNIA, ADDING CHAPTER 2.39 TO LANCASTER MUNICIPAL CODE CREATING THE LANCASTER SOCIAL EQUITY COMMISSION

WHEREAS, the City Council of the City of Lancaster (“City Council”) has determined that it is in the public interest to create the Lancaster Social Equity Commission as set forth in Exhibit “A” attached hereto and incorporated herein; and

WHEREAS, the purpose of the Lancaster Social Equity Commission shall be to cultivate and sustain diversity and inclusion through accountability and civilian oversight by fostering a fair and equitable justice system with transparency in all forms of government in the City of Lancaster.

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

Section 1. The City Council finds and determines that the above recitals are true and correct and incorporates the recitals herein by this reference.

Section 2. Chapter 2.39 (“Lancaster Social Equity Commission”) is hereby added to the Lancaster Municipal Code to read as set forth in Exhibit “A” attached hereto and incorporated herein by reference.

Section 3. If any section, subsection, sentence, clause, phrase or portion of this Ordinance, including Exhibit “A”, is held for any reason to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases or portions be declared invalid or unconstitutional.

Section 4. All ordinances or resolutions, or provisions of the Lancaster Municipal Code, or parts thereof, that are inconsistent with this Ordinance, are hereby repealed only to the extent of their inconsistency; provided, however, that such repeal shall not be construed to revive any ordinance or resolution, or part thereof.

Section 5. The Mayor shall sign and the City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published and posted pursuant to the provisions of

I, Andrea Alexander, City Clerk of the City of Lancaster, do hereby certify that the foregoing ordinance was regularly introduced and placed upon its first reading on the 28th day of July, 2020, and placed upon its second reading and adopted at a regular meeting of the City Council on the 11th day of August, 2020 by the following vote:

Ordinance No. 1075

Page 2

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

ANDREA ALEXANDER
City Clerk
City of Lancaster

R. REX PARRIS
Mayor
City of Lancaster

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

CERTIFICATION OF ORDINANCE
CITY COUNCIL

I, _____, _____ City of Lancaster, California, do hereby certify that this is a true and correct copy of the original Ordinance No. 1075 for which the original is on file in my office.

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

(seal)

EXHIBIT “A”

Sections:

2.39.010	Creation and Purpose.
2.39.020	Membership.
2.39.030	Term of Office.
2.39.040	Chairman and Vice-Chairman.
2.39.050	Vacancy.
2.39.060	Removal.
2.39.070	Attendance.
2.39.080	Meetings.
2.39.090	Reserved.

2.39.010 Creation and Purpose.

There is created a Social Equity Commission for the city with the purpose of acting in an advisory capacity to the City Council, City Manager, and the County Sheriff's Department to cultivate and sustain diversity and inclusion through accountability and civilian oversight by fostering a fair and equitable justice system with transparency in all forms of government in the City of Lancaster.

2.39.020 Membership.

The Social Equity Commission shall be composed of seven (7) Commissioners and up to three (3) alternates, all of whom shall be residents of the City of Lancaster or residents of the Antelope Valley who work within the city limits of the City of Lancaster. All Commissioners and alternates of the Social Equity Commission shall be appointed by the Mayor, subject to approval of a majority of the City Council. An alternate may replace any Commissioner who is absent from a meeting or abstains from a matter due to an actual or potential conflict of interest.

2.39.030 Term of Office

The term of each Commissioner and alternate shall be one (1) year commencing on January 1 of each year and ending on the following December 31. Notwithstanding said term, a Commissioner or alternate shall serve until a successor has been appointed. A Commissioner or alternate may be reappointed for additional terms. Notwithstanding any provision of this chapter, all Commissioners and alternates serve at the pleasure of the mayor and city council.

2.39.040 Chairman and Vice-Chairman.

The Mayor shall appoint one of the Commissioners of the Lancaster Social Equity Commission as Chairman to preside over the Commission's meetings and another Commissioner to serve as Vice-Chairman, to preside in the absence of the Chairman.

2.39.050 Vacancy.

Any vacancy occurring on the Lancaster Social Equity Commission shall be filled by an appointment made by the Mayor, subject to approval of a majority of the City Council. Any person appointed to fill such vacancy shall serve for the remainder of the term of the Commissioner or alternate whose office has been vacated.

2.39.060 Removal.

Whenever, in the opinion of the Mayor or upon a vote of a majority of the City Council, the best interests of the City shall be served thereby, any Commissioner or alternate of the Social Equity Commission may be removed from office by a majority vote of the City Council.

2.39.070 Attendance.

If a Commissioner is absent without cause from three (3) regular meetings of the Social Equity Commission during any calendar year, the Mayor, subject to approval of a majority of the City Council, may deem said Commissioner's appointment immediately terminated, and may fill the vacancy in accordance with the provisions of this chapter.

2.39.080 Meetings.

The Lancaster Social Equity Commission shall hold not less than one regular meeting per month, which meeting(s) shall be held at the Lancaster City Hall Council Chamber located at 44933 Fern Avenue, Lancaster, California. The timing and date of such meeting(s) shall be established by majority vote of the Lancaster Social Equity Commission.

2.39.090 Reserved.

STAFF REPORT
City of Lancaster

CC 8
8/11/2020
JC

Date: August 11, 2020

To: Mayor Parris and City Council Members

From: Kathleen Abaied, Human Resources Manager

Subject: Amendment to the Compensation Schedule for 7000 Classification of Employees

Recommendation:

Adopt **Resolution 20-44**, amending Resolution 20-34, establishing terms and conditions of employment and a compensation schedule for represented regular and probationary employees.

Fiscal Impact:

None

Background:

In response to Covid-19 and budgetary caution, 7000 classification series (LCEA Represented Employees) will defer Cost of Living and Merit increases. Wages will be unchanged from Fiscal Year 2019-2020 amounts.

Attachment:

Resolution No. 20-44

RESOLUTION NO. 20-44

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, AMENDING RESOLUTION 20-34 ESTABLISHING TERMS AND CONDITIONS OF EMPLOYMENT AND A COMPENSATION SCHEDULE FOR REPRESENTED REGULAR AND PROBATIONARY EMPLOYEES

WHEREAS, the City Council is desirous of amending the Classification and Compensation Schedule for Represented Full Time Employees; and

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF LANCASTER DOES HEREBY RESOLVE, DETERMINE AND FIND AS FOLLOWS;

Section 1. The 7000 series employee group and the following classifications are established in the Hourly Compensation Schedule as follows:

<u>Classification</u>	Effective 07/2020
Code Enforcement Officer I (hired on or before January 31, 2019)	\$32.69-\$43.97
Code Enforcement Officer II (hired on or before January 31, 2019)	\$36.09-\$48.54
Tier 2*	
Code Enforcement Officer I (hired on or after February 1, 2019)	\$29.43-\$39.58
Code Enforcement Officer II (hired on or after February 1, 2019)	\$32.48-\$43.68

*All City employees that were hired on or before January 31, 2019 that are promoted or transferred to a Code Enforcement Officer position will be placed in Tier 2 classification and pay grade.

Cost of Living and Merit increases are deferred. Wages are listed as unchanged from Fiscal Year 2019-2020 amounts.

Section 2. Continuation of Other Benefits. All other existing benefits for 8000 series, 7000 series, 6000 series, 5000 series, 4000 series, 3000 series and 2000 series employees not conflicting with the above changes shall remain in effect until changed by the City through appropriate City Council action.

Section 3. Any Resolutions in conflict with provisions stated herein shall be considered superseded by the provisions contained within this Resolution.

PASSED, APPROVED, and ADOPTED this 11th day of August, 2020, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

APPROVED:

ANDREA ALEXANDER
City Clerk
City of Lancaster

R. REX PARRIS,
Mayor
City of Lancaster

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

CERTIFICATION OF RESOLUTION
CITY COUNCIL

I, _____, _____ City of Lancaster,
CA, do hereby certify that this is a true and correct copy of the original Resolution No. 20-
44, for which the original is on file in my office.

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

(seal)

STAFF REPORT
City of Lancaster

PH 1
08/11/20
JC

Date: August 11, 2020

To: Mayor Parris and Council Members

From: Jason Caudle, City Manager

Subject: **Approval of Resolution Amending Lancaster Choice Energy Customer Power Generation Rate Schedule**

Recommendation:

Adopt **Resolution No. 20-43**, amending Resolution No. 20-014 amending customer power generation rates for Lancaster Choice Energy effective August 1, 2020.

Fiscal Impact:

The rates as proposed will generate sufficient revenue to fund operations of Lancaster Choice Energy and maintain the rate stability reserve.

Background:

Lancaster Choice Energy (“LCE”) has been serving customers since 2015. An essential part of LCE’s operation is rate setting. A fundamental requirement in setting rates is to ensure sufficient revenue to cover LCE’s operating expenses and provide for reserves. In addition to meeting these requirements, LCE’s proposed rate schedule provides savings to LCE customers as compared to current SCE rates.

For ease in customer understanding and cost comparisons, LCE’s rates are developed to mirror those of Southern California Edison (“SCE”) while providing a savings for the energy generation portion of a customer’s electric bill.

The proposed rate schedule reflects the following rate change:

Removal of a true-up credit to the Power Charge Indifference Adjustment

The Power Charge Indifference Adjustment (also known as PCIA or exit fees) have been suppressed April 2019 – May 2020 due to the 2018 Brown Power true-up. This was a one-time adjustment due to the implementation of the new PCIA methodology. An increase in the PCIA results in LCE decreasing rates, as the PCIA is a direct charge from SCE to LCE’s customers.

The overall impact is 2.79% decrease in the residential Rate D.

Adjusting rates to stay in line with SCE achieves two objectives. First, utility rates are set to keep pace with the market price of energy. Recently, the cost of energy has been increasing, particularly during the hot summer months. By adjusting rates, Lancaster can ensure it has sufficient reserves to address price spikes that may occur. In addition, Lancaster has set a goal of achieving a 20% operating reserve, which provides financial stability as well as improving LCE's credit rating in the eyes of energy suppliers. The proposed rate schedule supports these goals.

JC:PG:bab

Attachments:

Resolution No. 20-43, Amending Resolution No. 20-014 Amending Customer Power Generation Proposed Lancaster Choice Energy Rate Schedule Effective August 1, 2020

LANCASTER CHOICE ENERGY
 PROPOSED RATES
 EFFECTIVE AUGUST 1, 2020

SCE EQUIVALENT SCHEDULE	LCE RATE SCHEDULE	UNIT/PERIOD	DESCRIPTION	ADOPTED RATE 4/13/20	PROPOSED RATE 8/1/20	
RESIDENTIAL CUSTOMERS						
DOMESTIC (D)	DOMESTIC (D)	per kWh	All Usage	\$ 0.07319	\$ 0.07115	-2.79%
<hr/>						
DOMESTIC CARE (D-CARE)		per kWh	All Usage	\$ 0.07319	\$ 0.07115	-2.79%
TOU-D-A (Time of Use) Grandfathered	TOU-D-A (Time of Use) Grandfathered					
			SUMMER June 1 through September 30			
			PEAK 2pm to 8pm Weekdays, except holidays	\$ 0.21396	\$ 0.21192	-0.95%
			OFF-PEAK All hours other than Peak and Super Off-Peak	\$ 0.05867	\$ 0.05663	-3.48%
			SUPER OFF-PEAK 10pm to 8am all year, every day	\$ 0.04033	\$ 0.03829	-5.06%
			WINTER October 1 through May 31			
			PEAK 2pm to 8pm Weekdays, except holidays	\$ 0.11740	\$ 0.11536	-1.74%
			OFF-PEAK All hours other than Peak and Super Off-Peak	\$ 0.04817	\$ 0.04613	-4.23%
			SUPER OFF-PEAK 10pm to 8am all year, every day	\$ 0.04136	\$ 0.03932	-4.93%
		per kWh				
TOU-D-B (Time of Use) Grandfathered	TOU-D-B (Time of Use) Grandfathered					
	ENERGY CHARGE (\$/KWH)		SUMMER June 1 through September 30			
			PEAK 2pm to 8pm Weekdays, except holidays	\$ 0.32457	\$ 0.32253	-0.63%
			OFF-PEAK All hours other than Peak and Super Off-Peak	\$ 0.05867	\$ 0.05663	-3.48%
			SUPER OFF-PEAK 10pm to 8am all year, every day	\$ 0.01432	\$ 0.01228	-14.24%
			WINTER October 1 through May 31			
			PEAK 2pm to 8pm Weekdays, except holidays	\$ 0.09254	\$ 0.09050	-2.20%
			OFF-PEAK All hours other than Peak and Super Off-Peak	\$ 0.04817	\$ 0.04613	-4.23%
			SUPER OFF-PEAK 10pm to 8am all year, every day	\$ 0.01492	\$ 0.01288	-13.67%
TOU-D-T (Time of Use Tie TOU-D-T (Time of Use Tiered)	TOU-D-T (Time of Use Tiered)					
	ENERGY CHARGE (\$/KWH)		SUMMER June 1 through September 30			
			2pm - 8pm, weekdays except holidays	\$ 0.10601	\$ 0.10397	-1.92%
			TIER 1 PEAK - Up to 130% of Base	\$ 0.09437	\$ 0.09233	-2.16%
			TIER 1 OFF-PEAK - Up to 130% All other hours, all year, every day	\$ 0.10601	\$ 0.10397	-1.92%
			TIER 2 PEAK - More than 130% 10pm - 8am, all year, every day	\$ 0.09437	\$ 0.09233	-2.16%
			TIER 2 OFF-PEAK - More than 1 10pm - 8am, all year, every day			
			WINTER October 1 through May 31			
			2pm - 8pm, weekdays except holidays	\$ 0.06484	\$ 0.06280	-3.15%
			TIER 1 PEAK - Up to 130% of Base	\$ 0.05694	\$ 0.05490	-3.58%
			TIER 1 OFF-PEAK - Up to 130% All other hours, all year, every day	\$ 0.06484	\$ 0.06280	-3.15%
			TIER 2 PEAK - More than 130% 10pm - 8am, all year, every day	\$ 0.05694	\$ 0.05490	-3.58%
			TIER 2 OFF-PEAK - More than 1 10pm - 8am, all year, every day			

LANCASTER CHOICE ENERGY
 PROPOSED RATES
 EFFECTIVE AUGUST 1, 2020

SCE EQUIVALENT SCHEDULE	LCE RATE SCHEDULE	UNIT/PERIOD	DESCRIPTION	ADOPTED RATE 4/13/20	PROPOSED RATE 8/1/20	
TOU-D-PRIME	TOU-D-PRIME					
	ENERGY CHARGE (\$/KWH)	SUMMER	June 1 through September 30			
		PEAK	4pm - 9pm, except holidays	\$ 0.21358	\$ 0.21154	-0.96%
		MID-PEAK	4pm-9pm Weekends & Holidays	\$ 0.09799	\$ 0.09595	-2.08%
		OFF-PEAK	All other hours	\$ 0.03373	\$ 0.03169	-6.05%
		WINTER	October 1 through May 31			
		MID-PEAK	4pm - 9pm winter weekdays and weekends	\$ 0.17731	\$ 0.17527	-1.15%
		OFF-PEAK	All hours other than Mid-Peak and Super Off-Peak	\$ 0.02949	\$ 0.02745	-6.92%
		SUPER OFF-PEAK	8:00 a.m. to 3:00 p.m. winter weekdays and weekends	\$ 0.02949	\$ 0.02745	-6.92%
TOU-D-4	TOU-D-4					
	ENERGY CHARGE (\$/KWH)	SUMMER	June 1 through September 30			
		PEAK	4pm - 9pm, weekdays except holidays	\$ 0.15498	\$ 0.15294	-1.32%
		MID-PEAK	4pm-9pm Weekends & Holidays	\$ 0.08130	\$ 0.07926	-2.51%
		OFF-PEAK	All other hours	\$ 0.05306	\$ 0.05102	-3.84%
		WINTER	October 1 through May 31			
		MID-PEAK	4pm - 9pm winter weekdays and weekends	\$ 0.10351	\$ 0.10147	-1.97%
		OFF-PEAK	All hours other than Mid-Peak and Super Off-Peak	\$ 0.06584	\$ 0.06380	-3.10%
		SUPER OFF-PEAK	8:00 a.m. to 3:00 p.m. winter weekdays and weekends	\$ 0.04752	\$ 0.04548	-4.29%
TOU-D-5	TOU-D-5					
	ENERGY CHARGE (\$/KWH)	SUMMER	June 1 through September 30			
		PEAK	5:00 p.m. to 8:00 p.m. summer weekdays except holidays	\$ 0.24588	\$ 0.24384	-0.83%
		MID-PEAK	5:00 p.m. to 8:00 p.m. summer weekends and holidays	\$ 0.12278	\$ 0.12074	-1.66%
		OFF-PEAK	All hours other than Peak and Mid-Peak	\$ 0.04640	\$ 0.04436	-4.40%
		WINTER	October 1 through May 31			
		MID-PEAK	5:00 p.m. to 8:00 p.m. winter weekdays, weekends and holidays	\$ 0.15524	\$ 0.15320	-1.31%
		OFF-PEAK	8:00 pm - 8:00am winter weekdays, weekends and holidays	\$ 0.06424	\$ 0.06220	-3.18%
		SUPER OFF-PEAK	8:00 am - 5:00pm winter weekdays, weekends and holidays	\$ 0.04115	\$ 0.03911	-4.96%

LANCASTER CHOICE ENERGY
 PROPOSED RATES
 EFFECTIVE AUGUST 1, 2020

SCE EQUIVALENT SCHEDULE	LCE RATE SCHEDULE	UNIT/PERIOD	DESCRIPTION	ADOPTED RATE 4/13/20	PROPOSED RATE 8/1/20	
TOU-EV-1 GF	TOU-EV-1 GF					
Time of Use Electric Vehicle	Time of Use Electric Vehicle	Charging				
	ENERGY CHARGE (\$/KWH)	SUMMER	June 1 through September 30			
		PEAK	12pm - 9pm every day	\$ 0.21057	\$ 0.20853	-0.97%
		OFF-PEAK	All other hours, all year, every da	\$ 0.01255	\$ 0.01051	-16.25%
		WINTER	October 1 through May 31			
		PEAK	12pm - 9pm every day	\$ 0.07557	\$ 0.07353	-2.70%
		OFF-PEAK	All other hours, all year, every da	\$ 0.01970	\$ 0.01766	-10.35%

LCE Smart Choice - 100% RENEWABLE OPTION

Customers electing the 100% renewable service option will pay the applicable rate for the basic 35% renewable plus the below 100% renewable premium charge:

ENERGY CHARGE PER					
MONTH	RESIDENTIAL - CARE	\$ 5.00000	\$ 5.00000		0.00%
ENERGY CHARGE PER MONTH	RESIDENTIAL	\$ 10.00000	\$ 10.00000		0.00%

LCE NEM - NET ENERGY METERING OPTION

Customers with behind-the-meter generation can elect the NEM option and receive a payment or credit of \$0.06/kWh for annual excess generation.

LANCASTER CHOICE ENERGY
 PROPOSED RATES
 EFFECTIVE AUGUST 1, 2020

SCE EQUIVALENT SCHEDULE	LCE RATE SCHEDULE	UNIT/PERIOD	DESCRIPTION	ADOPTED RATE 4/13/20	PROPOSED RATE 8/1/20	
COMMERCIAL, INDUSTRIAL AND GENERAL SERVICE						
TOU-8-SEC-E	TOU-8-SEC-E					
		SUMMER	June 1 through September 30			
	ENERGY CHARGE (\$/KWH)		4pm to 9pm weekdays, except holidays	\$ 0.30524	\$ 0.30376	-0.48%
		PEAK				
		MID-PEAK	4pm to 9pm weekends	\$ 0.05753	\$ 0.05605	-2.57%
		OFF-PEAK	All hours other than Peak and Mid-Peak	\$ 0.03079	\$ 0.02931	-4.81%
	DEMAND CHARGE (\$/KW)	SUMMER TR PEAK	4pm to 9pm summer weekdays except holidays	\$ 4.96	\$ 4.96	0.00%
		WINTER	October 1 through May 31			
	ENERGY CHARGE (\$/KWH)		4pm to 9pm weekdays and weekends	\$ 0.08279	\$ 0.08131	-1.79%
		MID-PEAK				
		OFF-PEAK	All hours other than Mid-Peak and Super Off-Peak	\$ 0.03559	\$ 0.03411	-4.16%
		SUPER OFF-PEAK	8am to 3pm weekdays and weekends	\$ 0.01707	\$ 0.01559	-8.67%
	DEMAND CHARGE (\$/KW)	WINTER TR MID-PEAK	4pm to 9pm weekdays and weekends	\$ 0.93	\$ 0.93	0.00%
Grandfathered	TOU-8-SEC-R (GF)	TOU-8-SEC-R (GF)				
		SUMMER	June 1 through September 30			
	ENERGY CHARGE (\$/KWH)		12:00 noon to 6:00 p.m. summer weekdays except holidays	\$ 0.21555	\$ 0.21407	-0.69%
		PEAK				
		MID-PEAK	8:00 a.m. to 12:00 noon and 6:00 p.m. to 11:00 p.m. summer weekdays except holidays	\$ 0.07941	\$ 0.07793	-1.86%
		OFF-PEAK	All hours other than Peak and Mid-Peak	\$ 0.03602	\$ 0.03454	-4.11%
		WINTER	October 1 through May 31			
		MID-PEAK	8:00 a.m. to 9:00 p.m. winter weekdays except holidays	\$ 0.05566	\$ 0.05418	-2.66%
		OFF-PEAK	All hours other than Mid-Peak	\$ 0.02847	\$ 0.02699	-5.20%
TOU-8-SEC-D	TOU-8-SEC-D					
		SUMMER	June 1 through September 30			
	ENERGY CHARGE (\$/KWH)		4pm to 9pm weekdays, except holidays	\$ 0.06570	\$ 0.06422	-2.25%
		PEAK				
		MID-PEAK	4pm to 9pm weekends	\$ 0.05746	\$ 0.05598	-2.58%
		OFF-PEAK	All hours other than Peak and Mid-Peak	\$ 0.03072	\$ 0.02924	-4.82%
	DEMAND CHARGE (\$/KW)	SUMMER TR PEAK	4pm to 9pm summer weekdays except holidays	\$ 22.64	\$ 22.64	0.00%
		WINTER	October 1 through May 31			
		MID-PEAK	4pm to 9pm weekdays and weekends	\$ 0.04539	\$ 0.04391	-3.26%
	ENERGY CHARGE (\$/KWH)	OFF-PEAK	All hours other than Mid-Peak and Super Off-Peak	\$ 0.03552	\$ 0.03404	-4.17%
		SUPER OFF-PEAK	8am to 3pm weekdays and weekends	\$ 0.01700	\$ 0.01552	-8.70%
	DEMAND CHARGE (\$/KW)	WINTER TR MID-PEAK	4pm to 9pm weekdays and weekends	\$ 4.42	\$ 4.42	0.00%

**LANCASTER CHOICE ENERGY
PROPOSED RATES
EFFECTIVE AUGUST 1, 2020**

SCE EQUIVALENT SCHEDULE	LCE RATE SCHEDULE	UNIT/PERIOD	DESCRIPTION	ADOPTED RATE 4/13/20	PROPOSED RATE 8/1/20	
Grandfathered TOU-8-SEC-B (GF)	TOU-8-SEC-B (GF)	SUMMER	June 1 through September 30			
	ENERGY CHARGE (\$/KWH)	PEAK	12:00 noon to 6:00 p.m. summer weekdays except holidays	\$ 0.04181	\$ 0.04033	-3.54%
		MID-PEAK	8:00 a.m. to 12:00 noon and 6:00 p.m. to 11:00 p.m. summer weekdays except holidays	\$ 0.03784	\$ 0.03636	-3.91%
		OFF-PEAK	All hours other than Peak and Mid-Peak	\$ 0.03602	\$ 0.03454	-4.11%
	DEMAND CHARGE (\$/KW)	SUMMER TR PEAK	12:00 noon to 6:00 p.m. summer weekdays except holidays	\$ 16.05	\$ 16.05	0.00%
		SUMMER TR MID-PEAK	8:00 a.m. to 12:00 noon and 6:00 p.m. to 11:00 p.m. summer weekdays except holidays	\$ 5.17	\$ 5.17	0.00%
		WINTER	October 1 through May 31			
	ENERGY CHARGE (\$/KWH)	MID-PEAK	8:00 a.m. to 12:00 noon and 6:00 p.m. to 11:00 p.m. summer weekdays except holidays	\$ 0.05566	\$ 0.05418	-2.66%
		OFF-PEAK	All hours other than Mid-Peak	\$ 0.02847	\$ 0.02699	-5.20%
TOU-8-PRI-E	TOU-8-PRI-E	SUMMER	June 1 through September 30			
	ENERGY CHARGE (\$/KWH)	PEAK	4:00 p.m. to 9:00 p.m. summer weekdays except holidays	\$ 0.29570	\$ 0.29423	-0.50%
		MID-PEAK	4:00 p.m. to 9:00 p.m. summer weekends	\$ 0.05368	\$ 0.05221	-2.74%
		OFF-PEAK	All hours other than Peak and Mid-Peak	\$ 0.02861	\$ 0.02714	-5.14%
	DEMAND CHARGE (\$/KW)	SUMMER TR PEAK	4:00 p.m. to 9:00 p.m. summer weekdays except holidays	\$ 4.13	\$ 4.13	0.00%
		WINTER	October 1 through May 31			
	ENERGY CHARGE (\$/KWH)	MID-PEAK	4:00 p.m. to 9:00 p.m. winter weekdays and weekends	\$ 0.07788	\$ 0.07641	-1.89%
		OFF-PEAK	All hours other than Mid-Peak and Super Off-Peak	\$ 0.03316	\$ 0.03169	-4.43%
		SUPER OFF-PEAK	8:00 a.m. to 3:00 p.m. winter weekdays and weekends	\$ 0.01566	\$ 0.01419	-9.39%
	DEMAND CHARGE (\$/KW)	WINTER TR MID-PEAK	4:00 p.m. to 9:00 p.m. winter weekdays and weekends	\$ 1.03	\$ 1.03	0.00%
TOU-8-PRI-D	TOU-8-PRI-D	SUMMER	June 1 through September 30			
	ENERGY CHARGE (\$/KWH)	PEAK	4:00 p.m. to 9:00 p.m. summer weekdays except holidays	\$ 0.06136	\$ 0.05989	-2.40%
		MID-PEAK	4:00 p.m. to 9:00 p.m. summer weekends	\$ 0.05361	\$ 0.05214	-2.74%
		OFF-PEAK	All hours other than Peak and Mid-Peak	\$ 0.02854	\$ 0.02707	-5.15%
	DEMAND CHARGE (\$/KW)	SUMMER TR PEAK	4:00 p.m. to 9:00 p.m. summer weekdays except holidays	\$ 22.28	\$ 22.28	0.00%
		WINTER	October 1 through May 31			
	ENERGY CHARGE (\$/KWH)	MID-PEAK	4:00 p.m. to 9:00 p.m. winter weekdays and weekends	\$ 0.04242	\$ 0.04095	-3.47%
		OFF-PEAK	All hours other than Mid-Peak and Super Off-Peak	\$ 0.03309	\$ 0.03162	-4.44%
		SUPER OFF-PEAK	8:00 a.m. to 3:00 p.m. winter weekdays and weekends	\$ 0.01559	\$ 0.01412	-9.43%

**LANCASTER CHOICE ENERGY
PROPOSED RATES
EFFECTIVE AUGUST 1, 2020**

SCE EQUIVALENT SCHEDULE	LCE RATE SCHEDULE	UNIT/PERIOD	DESCRIPTION	ADOPTED RATE 4/13/20	PROPOSED RATE 8/1/20		
Grandfathered TOU-8-PRI-R (GF)	DEMAND CHARGE (\$/KW)	WINTER TR MID-PEAK	4:00 p.m. to 9:00 p.m. winter weekdays and weekends	\$ 4.71	\$ 4.71	0.00%	
		SUMMER	June 1 through September 30				
	ENERGY CHARGE (\$/KWH)	PEAK	12:00 noon to 6:00 pm summer weekdays except holidays	\$ 0.21379	\$ 0.21232	-0.69%	
		MID-PEAK	8am to 12 noon and 6pm to 11pm summer weekdays except holidays	\$ 0.07419	\$ 0.07272	-1.98%	
		OFF-PEAK	All hours other than Peak and Mid-Peak	\$ 0.03364	\$ 0.03217	-4.37%	
		WINTER	October 1 through May 31				
	ENERGY CHARGE (\$/KWH)	MID-PEAK	8am to 12 noon and 6pm to 11pm winter weekdays except holidays	\$ 0.05540	\$ 0.05393	-2.65%	
		OFF-PEAK	All hours other than Mid-Peak	\$ 0.02712	\$ 0.02565	-5.42%	
	Grandfathered TOU-8-SUB-B (GF)	ENERGY CHARGE (\$/KWH)	SUMMER	June 1 through September 30			
			PEAK	12:00 noon to 6:00 p.m. summer weekdays except holidays	\$ 0.03767	\$ 0.03629	-3.66%
MID-PEAK			8:00 a.m. to 12:00 noon and 6:00 p.m. to 11:00 p.m. summer weekdays except holidays	\$ 0.03368	\$ 0.03230	-4.10%	
OFF-PEAK			All hours other than Peak and Mid-Peak	\$ 0.03242	\$ 0.03104	-4.26%	
DEMAND CHARGE (\$/KW)		SUMMER TR PEAK	12:00 noon to 6:00 p.m. summer weekdays except holidays	\$ 16.30	\$ 16.30	0.00%	
		SUMMER TR MID-PEAK	8:00 a.m. to 12:00 noon and 6:00 p.m. to 11:00 p.m. summer weekdays except holidays	\$ 5.25	\$ 5.25	0.00%	
		WINTER	October 1 through May 31				
ENERGY CHARGE (\$/KWH)		MID-PEAK	8:00 a.m. to 12:00 noon and 6:00 p.m. to 11:00 p.m. summer weekdays except holidays	\$ 0.05627	\$ 0.05489	-2.45%	
		OFF-PEAK	All hours other than Mid-Peak	\$ 0.02708	\$ 0.02570	-5.10%	
TOU-GS-1-E		ENERGY CHARGE (\$/KWH)	SUMMER	June 1 through September 30			
	PEAK		4:00 p.m. to 9:00 p.m. summer weekdays except holidays	\$ 0.30087	\$ 0.29930	-0.52%	
	MID-PEAK		4:00 p.m. to 9:00 p.m. summer weekends	\$ 0.10985	\$ 0.10828	-1.43%	
	OFF-PEAK		All hours other than Peak and Mid-Peak	\$ 0.06341	\$ 0.06184	-2.48%	
		WINTER	October 1 through May 31				
	ENERGY CHARGE (\$/KWH)	MID-PEAK	4:00 p.m. to 9:00 p.m. winter weekdays and weekends	\$ 0.12978	\$ 0.12821	-1.21%	
		OFF-PEAK	All hours other than Mid-Peak and Super Off-Peak	\$ 0.05349	\$ 0.05192	-2.94%	
		SUPER OFF-PEAK	8:00 a.m. to 3:00 p.m. winter weekdays and weekends	\$ 0.02816	\$ 0.02659	-5.57%	

**LANCASTER CHOICE ENERGY
PROPOSED RATES
EFFECTIVE AUGUST 1, 2020**

SCE EQUIVALENT SCHEDULE	LCE RATE SCHEDULE	UNIT/PERIOD	DESCRIPTION	ADOPTED RATE 4/13/20	PROPOSED RATE 8/1/20	
Grandfathered TOU-GS-1-A (GF)	TOU-GS-1-A (GF)		SUMMER June 1 through September 30			
		PEAK	12pm to 6pm weekdays, except holidays	\$ 0.11673	\$ 0.11516	-1.35%
		MID-PEAK	8am to 12pm and 6pm to 11pm weekdays, except holidays	\$ 0.10835	\$ 0.10678	-1.45%
		OFF-PEAK	All hours other than Peak and Mid-Peak	\$ 0.10335	\$ 0.10178	-1.52%
	ENERGY CHARGE (\$/KWH)					
			WINTER October 1 through May 31			
		MID-PEAK	8am to 12pm and 6pm to 11pm weekdays, except holidays	\$ 0.06642	\$ 0.06485	-2.36%
		OFF-PEAK	All hours other than Mid-Peak	\$ 0.05808	\$ 0.05651	-2.70%
Grandfathered TOU-GS-1-PRI-A (GF)	TOU-GS-1-PRI - A (GF)		SUMMER June 1 through September 30			
		PEAK	12pm to 6pm weekdays, except holidays	\$ 0.11322	\$ 0.11170	-1.35%
		MID-PEAK	8am to 12pm and 6pm to 11pm weekdays, except holidays	\$ 0.10510	\$ 0.10358	-1.45%
		OFF-PEAK	All hours other than Peak and Mid-Peak	\$ 0.10025	\$ 0.09873	-1.52%
	ENERGY CHARGE (\$/KWH)					
			WINTER October 1 through May 31			
		MID-PEAK	8am to 12pm and 6pm to 11pm weekdays, except holidays	\$ 0.06443	\$ 0.06290	-2.36%
		OFF-PEAK	All hours other than Mid-Peak	\$ 0.05633	\$ 0.05481	-2.70%
TOU-GS-1-PRI-E	TOU-GS-1-PRI-E		SUMMER June 1 through September 30			
		PEAK	4:00 p.m. to 9:00 p.m. summer weekdays except holidays	\$ 0.29184	\$ 0.29032	-0.52%
		MID-PEAK	4:00 p.m. to 9:00 p.m. summer weekends	\$ 0.10655	\$ 0.10503	-1.43%
		OFF-PEAK	All hours other than Peak and Mid-Peak	\$ 0.06151	\$ 0.05998	-2.48%
	ENERGY CHARGE (\$/KWH)					
			WINTER October 1 through May 31			
		MID-PEAK	4:00 p.m. to 9:00 p.m. winter weekdays and weekends	\$ 0.12588	\$ 0.12436	-1.21%
		OFF-PEAK	All hours other than Mid-Peak and Super Off-Peak	\$ 0.05188	\$ 0.05036	-2.94%
		SUPER OFF-PEAK	8:00 a.m. to 3:00 p.m. winter weekdays and weekends	\$ 0.02732	\$ 0.02580	-5.57%

**LANCASTER CHOICE ENERGY
PROPOSED RATES
EFFECTIVE AUGUST 1, 2020**

SCE EQUIVALENT SCHEDULE	LCE RATE SCHEDULE	UNIT/PERIOD	DESCRIPTION	ADOPTED RATE 4/13/20	PROPOSED RATE 8/1/20	
TOU-GS-1-D	TOU-GS-1-D					
		SUMMER	June 1 through September 30			
		PEAK	4:00 p.m. to 9:00 p.m. summer weekdays except holidays	\$ 0.07859	\$ 0.07702	-2.00%
	ENERGY CHARGE (\$/KWH)	MID-PEAK	4:00 p.m. to 9:00 p.m. summer weekends	\$ 0.06962	\$ 0.06805	-2.26%
		OFF-PEAK	All hours other than Peak and Mid-Peak	\$ 0.03930	\$ 0.03773	-3.99%
	DEMAND CHARGE (\$/KW)	SUMMER TR PEAK	4:00 p.m. to 9:00 p.m. summer weekdays except holidays	\$ 14.80	\$ 14.80	0.00%
		WINTER	October 1 through May 31			
		MID-PEAK	4:00 p.m. to 9:00 p.m. winter weekdays and weekends	\$ 0.07316	\$ 0.07159	-2.15%
	ENERGY CHARGE (\$/KWH)	OFF-PEAK	All hours other than Mid-Peak and Super Off-Peak	\$ 0.04744	\$ 0.04587	-3.31%
		SUPER OFF-PEAK	8:00 a.m. to 3:00 p.m. winter weekdays and weekends	\$ 0.03153	\$ 0.02996	-4.98%
	DEMAND CHARGE (\$/KW)	WINTER TR MID-PEAK	4:00 p.m. to 9:00 p.m. winter weekdays and weekends	\$ 3.44	\$ 3.44	0.00%
Grandfathered	TOU-GS-1-B (GF)	TOU-GS-1-B (GF)				
		SUMMER	June 1 through September 30			
		PEAK	12pm to 6pm weekdays, except holidays	\$ 0.05237	\$ 0.05237	0.00%
		MID-PEAK	8am to 12pm and 6pm to 11pm weekdays, except holidays	\$ 0.04803	\$ 0.04803	0.00%
	ENERGY CHARGE (\$/KWH)	OFF-PEAK	All hours other than Peak and Mid-Peak	\$ 0.04543	\$ 0.04543	0.00%
		WINTER	October 1 through May 31			
		MID-PEAK	8am to 12pm and 6pm to 11pm weekdays, except holidays	\$ 0.06642	\$ 0.06642	0.00%
		OFF-PEAK	All hours other than Mid-Peak	\$ 0.05808	\$ 0.05808	0.00%
	DEMAND CHARGE (\$/KW)	SUMMER TR PEAK	12pm to 6pm summer weekdays except holidays	\$ 11.01	\$ 11.01	0.00%
		SUMMER TR MID-PEAK	8am to 12pm and 6pm to 11pm summer weekdays except holidays	\$ 3.50	\$ 3.50	0.00%
TOU-GS-1-LG	TOU-GS-1-LG					
		SUMMER	June 1 through September 30			
		PEAK	4:00 p.m. to 9:00 p.m. summer weekdays except holidays	\$ 0.30094	\$ 0.29937	-0.52%
		MID-PEAK	4:00 p.m. to 9:00 p.m. summer weekends	\$ 0.10992	\$ 0.10835	-1.43%
	ENERGY CHARGE (\$/KWH)	OFF-PEAK	All hours other than Peak and Mid-Peak	\$ 0.06348	\$ 0.06191	-2.47%
		WINTER	October 1 through May 31			
		MID-PEAK	4:00 p.m. to 9:00 p.m. winter weekdays and weekends	\$ 0.12984	\$ 0.12827	-1.21%
		OFF-PEAK	All hours other than Mid-Peak and Super Off-Peak	\$ 0.05356	\$ 0.05199	-2.93%
		SUPER OFF-PEAK	8:00 a.m. to 3:00 p.m. winter weekdays and weekends	\$ 0.02823	\$ 0.02666	-5.56%

**LANCASTER CHOICE ENERGY
PROPOSED RATES
EFFECTIVE AUGUST 1, 2020**

SCE EQUIVALENT SCHEDULE	LCE RATE SCHEDULE	UNIT/PERIOD	DESCRIPTION	ADOPTED RATE 4/13/20	PROPOSED RATE 8/1/20	
TOU-GS-2-E	TOU-GS-2-E					
		SUMMER	June 1 through September 30			
		PEAK	4:00 p.m. to 9:00 p.m. summer weekdays except holidays	\$ 0.33777	\$ 0.33617	-0.47%
	ENERGY CHARGE (\$/KWH)	MID-PEAK	4:00 p.m. to 9:00 p.m. summer weekends	\$ 0.06740	\$ 0.06580	-2.37%
		OFF-PEAK	All hours other than Peak and Mid-Peak	\$ 0.03779	\$ 0.03619	-4.23%
	DEMAND CHARGE (\$/KW)	SUMMER TR PEAK	4:00 p.m. to 9:00 p.m. summer weekdays except holidays	\$ 4.36	\$ 4.36	0.00%
		WINTER	October 1 through May 31			
		MID-PEAK	4:00 p.m. to 9:00 p.m. winter weekdays and weekends	\$ 0.09694	\$ 0.09534	-1.65%
	ENERGY CHARGE (\$/KWH)	OFF-PEAK	All hours other than Mid-Peak and Super Off-Peak	\$ 0.04344	\$ 0.04184	-3.68%
		SUPER OFF-PEAK	8:00 a.m. to 3:00 p.m. winter weekdays and weekends	\$ 0.02165	\$ 0.02005	-7.39%
	DEMAND CHARGE (\$/KW)	WINTER TR MID-PEAK	4:00 p.m. to 9:00 p.m. winter weekdays and weekends	\$ 0.84	\$ 0.84	0.00%
TOU-GS-2-D	TOU-GS-2-D					
		SUMMER	June 1 through September 30			
		PEAK	4:00 p.m. to 9:00 p.m. summer weekdays except holidays	\$ 0.07680	\$ 0.07520	-2.08%
	ENERGY CHARGE (\$/KWH)	MID-PEAK	4:00 p.m. to 9:00 p.m. summer weekends	\$ 0.06733	\$ 0.06573	-2.38%
		OFF-PEAK	All hours other than Peak and Mid-Peak	\$ 0.03772	\$ 0.03612	-4.24%
	DEMAND CHARGE (\$/KW)	SUMMER TR PEAK	4:00 p.m. to 9:00 p.m. summer weekdays except holidays	\$ 19.86	\$ 19.86	0.00%
		WINTER	October 1 through May 31			
		MID-PEAK	4:00 p.m. to 9:00 p.m. winter weekdays and weekends	\$ 0.05497	\$ 0.05337	-2.91%
	ENERGY CHARGE (\$/KWH)	OFF-PEAK	All hours other than Mid-Peak and Super Off-Peak	\$ 0.04337	\$ 0.04177	-3.69%
		SUPER OFF-PEAK	8:00 a.m. to 3:00 p.m. winter weekdays and weekends	\$ 0.02158	\$ 0.01998	-7.41%
	DEMAND CHARGE (\$/KW)	WINTER TR MID-PEAK	4:00 p.m. to 9:00 p.m. winter weekdays and weekends	\$ 4.02	\$ 4.02	0.00%
Grandfathered	TOU-GS-2-B (GF)	TOU-GS-2-B (GF)				
		SUMMER	June 1 through September 30			
		PEAK	12pm to 6pm weekdays, except holidays	\$ 0.05067	\$ 0.04907	-3.16%
		MID-PEAK	8am to 12pm and 6pm to 11pm weekdays, except holidays	\$ 0.04641	\$ 0.04481	-3.45%
	ENERGY CHARGE (\$/KWH)	OFF-PEAK	All hours other than Peak and Mid-Peak	\$ 0.04388	\$ 0.04228	-3.65%
		WINTER	October 1 through May 31			
		MID-PEAK	8am to 12pm and 6pm to 11pm weekdays, except holidays	\$ 0.06523	\$ 0.06363	-2.45%
		OFF-PEAK	All hours other than Mid-Peak	\$ 0.03431	\$ 0.03271	-4.66%
	DEMAND CHARGE (\$/KW)	SUMMER TR PEAK	12pm to 6pm summer weekdays except holidays	\$ 13.94	\$ 13.94	0.00%
		SUMMER TR MID-PEAK	8am to 12pm and 6pm to 11pm summer weekdays except holidays	\$ 4.63	\$ 4.63	1.19%

**LANCASTER CHOICE ENERGY
PROPOSED RATES
EFFECTIVE AUGUST 1, 2020**

SCE EQUIVALENT SCHEDULE	LCE RATE SCHEDULE	UNIT/PERIOD	DESCRIPTION	ADOPTED RATE 4/13/20	PROPOSED RATE 8/1/20	
TOU-GS-2-PRI-D	TOU-GS-2-PRI-D					
		SUMMER	June 1 through September 30			
	ENERGY CHARGE (\$/KWH)	PEAK	4:00 p.m. to 9:00 p.m. summer weekdays except holidays	\$ 0.07450	\$ 0.07295	-2.08%
		MID-PEAK	4:00 p.m. to 9:00 p.m. summer weekends	\$ 0.06531	\$ 0.06376	-2.38%
		OFF-PEAK	All hours other than Peak and Mid-Peak	\$ 0.03659	\$ 0.03504	-4.24%
	DEMAND CHARGE (\$/KW)	SUMMER TR PEAK	4:00 p.m. to 9:00 p.m. summer weekdays except holidays	\$ 19.26	\$ 19.26	0.00%
		WINTER	October 1 through May 31			
	ENERGY CHARGE (\$/KWH)	MID-PEAK	4:00 p.m. to 9:00 p.m. winter weekdays and weekends	\$ 0.05332	\$ 0.05177	-2.91%
		OFF-PEAK	All hours other than Mid-Peak and Super Off-Peak	\$ 0.04207	\$ 0.04052	-3.69%
		SUPER OFF-PEAK	8:00 a.m. to 3:00 p.m. winter weekdays and weekends	\$ 0.02093	\$ 0.01938	-7.41%
	DEMAND CHARGE (\$/KW)	WINTER TR MID-PEAK	4:00 p.m. to 9:00 p.m. winter weekdays and weekends	\$ 3.90	\$ 3.90	0.00%
Grandfathered	TOU-GS-2-R (GF)	TOU-GS-2-R (GF)				
		SUMMER	June 1 through September 30			
	ENERGY CHARGE (\$/KWH)	PEAK	12pm to 6pm weekdays, except holidays	\$ 0.22201	\$ 0.22041	-0.72%
		MID-PEAK	8am to 12pm and 6pm to 11pm weekdays, except holidays	\$ 0.09438	\$ 0.09278	-1.70%
		OFF-PEAK	All hours other than Peak and Mid-Peak	\$ 0.04388	\$ 0.04228	-3.65%
		WINTER	October 1 through May 31			
		MID-PEAK	8am to 12pm and 6pm to 11pm weekdays, except holidays	\$ 0.06523	\$ 0.06363	-2.45%
		OFF-PEAK	All hours other than Mid-Peak	\$ 0.03431	\$ 0.03271	-4.66%
TOU-GS-3-E	TOU-GS-3-E					
		SUMMER	June 1 through September 30			
	ENERGY CHARGE (\$/KWH)	PEAK	4:00 p.m. to 9:00 p.m. summer weekdays except holidays	\$ 0.29493	\$ 0.29342	-0.51%
		MID-PEAK	4:00 p.m. to 9:00 p.m. summer weekends	\$ 0.06204	\$ 0.06053	-2.43%
		OFF-PEAK	All hours other than Peak and Mid-Peak	\$ 0.03517	\$ 0.03366	-4.29%
	DEMAND CHARGE (\$/KW)	SUMMER TR PEAK	4:00 p.m. to 9:00 p.m. summer weekdays except holidays	\$ 4.13	\$ 4.13	0.00%
		WINTER	October 1 through May 31			
	ENERGY CHARGE (\$/KWH)	MID-PEAK	4:00 p.m. to 9:00 p.m. winter weekdays and weekends	\$ 0.08344	\$ 0.08193	-1.81%
		OFF-PEAK	All hours other than Mid-Peak and Super Off-Peak	\$ 0.04046	\$ 0.03895	-3.73%
		SUPER OFF-PEAK	8:00 a.m. to 3:00 p.m. winter weekdays and weekends	\$ 0.02008	\$ 0.01857	-7.52%
	DEMAND CHARGE (\$/KW)	WINTER TR MID-PEAK	4:00 p.m. to 9:00 p.m. winter weekdays and weekends	\$ 0.72	\$ 0.72	0.00%

**LANCASTER CHOICE ENERGY
PROPOSED RATES
EFFECTIVE AUGUST 1, 2020**

SCE EQUIVALENT SCHEDULE	LCE RATE SCHEDULE	UNIT/PERIOD	DESCRIPTION	ADOPTED RATE 4/13/20	PROPOSED RATE 8/1/20	
TOU-GS-3-D	TOU-GS-3-D					
		SUMMER	June 1 through September 30			
	ENERGY CHARGE (\$/KWH)	PEAK	4:00 p.m. to 9:00 p.m. summer weekdays except holidays	\$ 0.07074	\$ 0.06923	-2.13%
		MID-PEAK	4:00 p.m. to 9:00 p.m. summer weekends	\$ 0.06197	\$ 0.06046	-2.44%
		OFF-PEAK	All hours other than Peak and Mid-Peak	\$ 0.03510	\$ 0.03359	-4.30%
	DEMAND CHARGE (\$/KW)	SUMMER TR PEAK	4:00 p.m. to 9:00 p.m. summer weekdays except holidays	\$ 18.84	\$ 18.84	0.00%
		WINTER	October 1 through May 31			
	ENERGY CHARGE (\$/KWH)	MID-PEAK	4:00 p.m. to 9:00 p.m. winter weekdays and weekends	\$ 0.05126	\$ 0.04975	-2.95%
		OFF-PEAK	All hours other than Mid-Peak and Super Off-Peak	\$ 0.04039	\$ 0.03888	-3.74%
		SUPER OFF-PEAK	8:00 a.m. to 3:00 p.m. winter weekdays and weekends	\$ 0.02001	\$ 0.01850	-7.54%
	DEMAND CHARGE (\$/KW)	WINTER TR MID-PEAK	4:00 p.m. to 9:00 p.m. winter weekdays and weekends	\$ 3.43	\$ 3.43	0.00%
Grandfathered	TOU-GS-3-B (GF)					
	ENERGY CHARGE (\$/KWH)	SUMMER	June 1 through September 30			
		PEAK	12pm to 6pm weekdays, except holidays	\$ 0.04654	\$ 0.04503	-3.24%
		MID-PEAK	8am to 12pm and 6pm to 11pm weekdays, except holidays	\$ 0.04252	\$ 0.04101	-3.55%
		OFF-PEAK	All hours other than Peak and Mid-Peak	\$ 0.04025	\$ 0.03874	-3.75%
		WINTER	October 1 through May 31			
		MID-PEAK	8am to 12pm and 6pm to 11pm weekdays, except holidays	\$ 0.05523	\$ 0.05372	-2.73%
		OFF-PEAK	All hours other than Mid-Peak	\$ 0.03183	\$ 0.03032	-4.74%
	DEMAND CHARGE (\$/KW)	SUMMER TR PEAK	12pm to 6pm summer weekdays except holidays	\$ 12.57	\$ 12.57	0.00%
		SUMMER TR MID-PEAK	8am to 12pm and 6pm to 11pm summer weekdays except holidays	\$ 4.18	\$ 4.18	0.00%
Grandfathered	TOU-GS-3-PRI-R (GF)					
	ENERGY CHARGE (\$/KWH)	SUMMER	June 1 through September 30			
		PEAK	12pm to 6pm weekdays, except holidays	\$ 0.18729	\$ 0.18583	-0.78%
		MID-PEAK	8am to 12pm and 6pm to 11pm weekdays, except holidays	\$ 0.07894	\$ 0.07747	-1.86%
		OFF-PEAK	All hours other than Peak and Mid-Peak	\$ 0.03904	\$ 0.03757	-3.75%
		WINTER	October 1 through May 31			
		MID-PEAK	8am to 12pm and 6pm to 11pm weekdays, except holidays	\$ 0.05357	\$ 0.05211	-2.73%
		OFF-PEAK	All hours other than Mid-Peak	\$ 0.03088	\$ 0.02941	-4.74%

LANCASTER CHOICE ENERGY
 PROPOSED RATES
 EFFECTIVE AUGUST 1, 2020

SCE EQUIVALENT SCHEDULE	LCE RATE SCHEDULE	UNIT/PERIOD	DESCRIPTION	ADOPTED RATE 4/13/20	PROPOSED RATE 8/1/20	
Grandfathered TOU-GS-3-PRI-B (GF)	TOU-GS-3-PRI-B (GF)					
		SUMMER	June 1 through September 30			
	ENERGY CHARGE (\$/KWH)	PEAK	12pm to 6pm weekdays, except holidays	\$ 0.04514	\$ 0.04368	-3.24%
		MID-PEAK	8am to 12pm and 6pm to 11pm weekdays, except holidays	\$ 0.04124	\$ 0.03978	-3.55%
		OFF-PEAK	All hours other than Peak and Mid-Peak	\$ 0.03904	\$ 0.03757	-3.75%
	DEMAND CHARGE (\$/KW)	SUMMER TR PEAK	12pm to 6pm weekdays, except holidays	\$ 12.20	\$ 12.20	0.00%
		SUMMER TR MID-PEAK	8am to 12pm and 6pm to 11pm weekdays, except holidays	\$ 4.06	\$ 4.06	0.00%
		WINTER	October 1 through May 31			
	ENERGY CHARGE (\$/KWH)	MID-PEAK	8am to 12pm and 6pm to 11pm weekdays, except holidays	\$ 0.05357	\$ 0.05211	-2.73%
		OFF-PEAK	All hours other than Mid-Peak	\$ 0.03088	\$ 0.02941	-4.74%
Grandfathered TOU-GS-3-R (GF)	TOU-GS-3-R (GF)					
	ENERGY CHARGE (\$/KWH)	SUMMER	June 1 through September 30			
		PEAK	12pm to 6pm weekdays, except holidays	\$ 0.19309	\$ 0.19158	-0.78%
		MID-PEAK	8am to 12pm and 6pm to 11pm weekdays, except holidays	\$ 0.08138	\$ 0.07987	-1.86%
		OFF-PEAK	All hours other than Peak and Mid-Peak	\$ 0.04025	\$ 0.03874	-3.75%
		WINTER	October 1 through May 31			
		MID-PEAK	8am to 12pm and 6pm to 11pm weekdays, except holidays	\$ 0.05523	\$ 0.05372	-2.73%
		OFF-PEAK	All hours other than Mid-Peak	\$ 0.03183	\$ 0.03032	-4.74%
TOU-EV-7-E	TOU-EV-7-E					
	ENERGY CHARGE (\$/KWH)	SUMMER	June 1 through September 30			
		PEAK	4:00 p.m. to 9:00 p.m. summer weekdays except holidays	\$ 0.22145	\$ 0.21988	-0.71%
		MID-PEAK	4:00 p.m. to 9:00 p.m. summer weekends	\$ 0.10992	\$ 0.10835	-1.43%
		OFF-PEAK	All hours other than Peak and Mid-Peak	\$ 0.07272	\$ 0.07115	-2.16%
		WINTER	October 1 through May 31			
		PEAK	All hours other than Mid-Peak and Off-Peak	\$ 0.12984	\$ 0.12827	-1.21%
		MID-PEAK	4:00 p.m. to 9:00 p.m. winter weekdays and weekends	\$ 0.06472	\$ 0.06315	-2.43%
		OFF-PEAK	9:00 p.m. to 8:00 a.m. winter weekdays and weekends	\$ 0.02823	\$ 0.02666	-5.56%

LANCASTER CHOICE ENERGY
 PROPOSED RATES
 EFFECTIVE AUGUST 1, 2020

SCE EQUIVALENT SCHEDULE	LCE RATE SCHEDULE	UNIT/PERIOD	DESCRIPTION	ADOPTED RATE 4/13/20	PROPOSED RATE 8/1/20	
TOU-EV-8	TOU-EV-8					
	ENERGY CHARGE (\$/KWH)	SUMMER	June 1 through September 30			
		PEAK	4:00 p.m. to 9:00 p.m. summer weekdays except holidays	\$ 0.30399	\$ 0.30239	-0.53%
		MID-PEAK	4:00 p.m. to 9:00 p.m. summer weekends	\$ 0.06740	\$ 0.06580	-2.37%
		OFF-PEAK	All hours other than Peak and Mid-Peak	\$ 0.05016	\$ 0.04856	-3.19%
		WINTER	October 1 through May 31			
		PEAK	All hours other than Mid-Peak and Off-Peak	\$ 0.10809	\$ 0.10649	-1.48%
		MID-PEAK	4:00 p.m. to 9:00 p.m. winter weekdays and weekends	\$ 0.05990	\$ 0.05830	-2.67%
		OFF-PEAK	9:00 p.m. to 8:00 a.m. winter weekdays and weekends	\$ 0.02165	\$ 0.02005	-7.39%
TOU-EV-9-PRI	TOU-EV-9-PRI					
	ENERGY CHARGE (\$/KWH)	SUMMER	June 1 through September 30			
		PEAK	4:00 p.m. to 9:00 p.m. summer weekdays except holidays	\$ 0.25786	\$ 0.25639	-0.57%
		MID-PEAK	4:00 p.m. to 9:00 p.m. summer weekends & holidays	\$ 0.05368	\$ 0.05221	-2.74%
		OFF-PEAK	All hours other than Peak and Mid-Peak	\$ 0.03770	\$ 0.03623	-3.90%
		WINTER	October 1 through May 31			
		MID-PEAK	4:00 p.m. to 9:00 p.m. winter weekdays and weekends	\$ 0.08780	\$ 0.08633	-1.67%
		OFF-PEAK	9:00 p.m. to 8:00 a.m. winter weekdays and weekends	\$ 0.04231	\$ 0.04084	-3.47%
		SUPER-OFF-PEAK	8:00am to 4:00pm everyday	\$ 0.01566	\$ 0.01419	-9.39%

LANCASTER CHOICE ENERGY
 PROPOSED RATES
 EFFECTIVE AUGUST 1, 2020

SCE EQUIVALENT SCHEDULE	LCE RATE SCHEDULE	UNIT/PERIOD	DESCRIPTION	ADOPTED RATE 4/13/20	PROPOSED RATE 8/1/20	
AGRICULTURAL AND PUMPING						
TOU-PA-2-E4	TOU-PA-2-E4					
	ENERGY CHARGE (\$/KWH)	SUMMER	June 1 through September 30			
		PEAK	4:00 p.m. to 9:00 p.m. summer weekdays except holidays	\$ 0.32042	\$ 0.31894	-0.46%
		MID-PEAK	4:00 p.m. to 9:00 p.m. summer weekends	\$ 0.06197	\$ 0.06049	-2.39%
		OFF-PEAK	All hours other than Peak and Mid-Peak	\$ 0.03655	\$ 0.03507	-4.05%
		WINTER	October 1 through May 31			
		MID-PEAK	4:00 p.m. to 9:00 p.m. winter weekdays and weekends	\$ 0.06091	\$ 0.05943	-2.43%
		OFF-PEAK	All hours other than Mid-Peak and Super Off-Peak	\$ 0.04518	\$ 0.04370	-3.28%
		SUPER OFF-PEAK	8:00 a.m. to 3:00 p.m. winter weekdays and weekends	\$ 0.03624	\$ 0.03476	-4.08%
TOU-PA-2-E5	TOU-PA-2-E5					
	ENERGY CHARGE (\$/KWH)	SUMMER	June 1 through September 30			
		PEAK	5:00 p.m. to 8:00 p.m. summer weekdays except holidays	\$ 0.52594	\$ 0.52446	-0.28%
		MID-PEAK	5:00 p.m. to 8:00 p.m. summer weekends and holidays	\$ 0.10802	\$ 0.10654	-1.37%
		OFF-PEAK	All hours other than Peak	\$ 0.03688	\$ 0.03540	-4.01%
		WINTER	October 1 through May 31			
		MID-PEAK	5:00 p.m. to 8:00 p.m. winter weekdays and weekends	\$ 0.06126	\$ 0.05978	-2.42%
		OFF-PEAK	8:00pm to 8:00am	\$ 0.04546	\$ 0.04398	-3.26%
		SUPER OFF-PEAK	8:00 a.m. to 5:00 p.m. winter weekdays and weekends	\$ 0.03648	\$ 0.03500	-4.06%
Grandfathered	TOU-PA-2-A (GF)	TOU-PA-2-A (GF)				
	ENERGY CHARGE (\$/KWH)	SUMMER	June 1 through September 30			
		PEAK	12pm to 6pm weekdays, except holidays	\$ 0.20259	\$ 0.20111	-0.73%
		MID-PEAK	8am to 12pm and 6pm to 11pm weekdays, except holidays	\$ 0.07475	\$ 0.07327	-1.98%
		OFF-PEAK	All hours other than Peak and Mid-Peak	\$ 0.04127	\$ 0.03979	-3.59%
		WINTER	October 1 through May 31			
		MID-PEAK	8am to 12pm and 6pm to 11pm weekdays, except holidays	\$ 0.06104	\$ 0.05956	-2.42%
		OFF-PEAK	All hours other than Mid-Peak	\$ 0.03455	\$ 0.03307	-4.28%

**LANCASTER CHOICE ENERGY
PROPOSED RATES
EFFECTIVE AUGUST 1, 2020**

SCE EQUIVALENT SCHEDULE	LCE RATE SCHEDULE	UNIT/PERIOD	DESCRIPTION	ADOPTED RATE 4/13/20	PROPOSED RATE 8/1/20				
TOU-PA-2-D4	TOU-PA-2-D4	SUMMER June 1 through September 30							
		ENERGY CHARGE (\$/KWH)	PEAK	4:00 p.m. to 9:00 p.m. summer weekdays except holidays	\$ 0.07064	\$ 0.06916	-2.10%		
			MID-PEAK	4:00 p.m. to 9:00 p.m. summer weekends	\$ 0.06190	\$ 0.06042	-2.39%		
			OFF-PEAK	All hours other than Peak and Mid-Peak	\$ 0.03648	\$ 0.03500	-4.06%		
		DEMAND CHARGE (\$/KW)	SUMMER TR PEAK	4:00 p.m. to 9:00 p.m. summer weekdays except holidays	\$ 12.31	\$ 12.31	0.00%		
		WINTER October 1 through May 31							
		ENERGY CHARGE (\$/KWH)	MID-PEAK	4:00 p.m. to 9:00 p.m. winter weekdays and weekends	\$ 0.05035	\$ 0.04887	-2.94%		
			OFF-PEAK	All hours other than Mid-Peak and Super Off-Peak	\$ 0.03678	\$ 0.03530	-4.02%		
			SUPER OFF-PEAK	8:00 a.m. to 3:00 p.m. winter weekdays and weekends	\$ 0.02905	\$ 0.02757	-5.09%		
		DEMAND CHARGE (\$/KW)	WINTER TR MID-PEAK	4:00 p.m. to 9:00 p.m. summer weekdays except holidays	\$ 2.17	\$ 2.17	0.00%		
		TOU-PA-2-D5	TOU-PA-2-D5	SUMMER June 1 through September 30					
				ENERGY CHARGE (\$/KWH)	PEAK	5:00 p.m. to 8:00 p.m. summer weekdays except holidays	\$ 0.12298	\$ 0.12150	-1.20%
					MID-PEAK	5:00 p.m. to 8:00 p.m. summer weekends and holidays	\$ 0.10802	\$ 0.10654	-1.37%
					OFF-PEAK	All hours other than Peak	\$ 0.03688	\$ 0.03540	-4.01%
DEMAND CHARGE (\$/KW)	SUMMER TR PEAK			5:00 p.m. to 8:00 p.m. summer weekdays except holidays	\$ 12.33	\$ 12.33	0.00%		
WINTER October 1 through May 31									
ENERGY CHARGE (\$/KWH)	MID-PEAK			5:00 p.m. to 8:00 p.m. winter weekdays and weekends	\$ 0.05077	\$ 0.04929	-2.91%		
	OFF-PEAK			8:00pm to 8:00am	\$ 0.03712	\$ 0.03564	-3.99%		
	SUPER OFF-PEAK			8:00 a.m. to 5:00 p.m. winter weekdays and weekends	\$ 0.02935	\$ 0.02787	-5.04%		
DEMAND CHARGE (\$/KW)	WINTER TR MID-PEAK			5:00 p.m. to 8:00 p.m. winter weekdays and weekends	\$ 2.23	\$ 2.23	0.00%		
Grandfathered TOU-PA-2-B (GF)	TOU-PA-2-B (GF)			SUMMER June 1 through September 30					
				ENERGY CHARGE (\$/KWH)	PEAK	12pm to 6pm weekdays, except holidays	\$ 0.04764	\$ 0.04616	-3.11%
					MID-PEAK	8am to 12pm and 6pm to 11pm weekdays, except holidays	\$ 0.04284	\$ 0.04136	-3.46%
					OFF-PEAK	All hours other than Peak and Mid-Peak	\$ 0.04127	\$ 0.03979	-3.59%
		WINTER October 1 through May 31							
			MID-PEAK	8am to 12pm and 6pm to 11pm weekdays, except holidays	\$ 0.06104	\$ 0.05956	-2.42%		
			OFF-PEAK	All hours other than Mid-Peak	\$ 0.03455	\$ 0.03307	-4.28%		
		DEMAND CHARGE (\$/KW)	SUMMER TR PEAK	12pm to 6pm summer weekdays except holidays	\$ 9.29	\$ 9.29	0.00%		
			SUMMER TR MID-PEAK	8am to 12pm and 6pm to 11pm summer weekdays except holidays	\$ 2.83	\$ 2.83	0.00%		

LANCASTER CHOICE ENERGY
 PROPOSED RATES
 EFFECTIVE AUGUST 1, 2020

SCE EQUIVALENT SCHEDULE	LCE RATE SCHEDULE	UNIT/PERIOD	DESCRIPTION	ADOPTED RATE 4/13/20	PROPOSED RATE 8/1/20			
TOU-PA-2-SOP-2	TOU-PA-2-SOP-2	ENERGY CHARGE (\$/KWH)	SUMMER June 1 through September 30					
			PEAK	1pm to 5pm weekdays, except holidays	\$0.07669	\$0.07669	0.00%	
			OFF-PEAK	All hours other than Peak and Super Off-Peak	\$0.04205	\$0.04205	0.00%	
			SUPER OFF-PEAK	12 Midnight to 6am every day	\$0.01680	\$0.01680	0.00%	
			WINTER October 1 through May 31					
			OFF-PEAK	All hours other than Super Off-Peak	\$0.04578	\$0.04578	0.00%	
			SUPER OFF-PEAK	12 midnight to 6am every day	\$0.02119	\$0.02119	0.00%	
			SUMMER TR PEAK	1pm to 6pm summer weekdays except holidays	\$ 17.51000	\$ 17.51000	0.00%	
			DEMAND CHARGE (\$/KW)					
			TOU-PA-3-E4					
				ENERGY CHARGE (\$/KWH)	SUMMER June 1 through September 30			
PEAK	4:00 p.m. to 9:00 p.m. summer weekdays except holidays	\$ 0.28521			\$ 0.28378	-0.50%		
MID-PEAK	4:00 p.m. to 9:00 p.m. summer weekends	\$ 0.05250			\$ 0.05107	-2.72%		
OFF-PEAK	All hours other than Peak and Mid-Peak	\$ 0.03071			\$ 0.02928	-4.66%		
WINTER October 1 through May 31								
MID-PEAK	4:00 p.m. to 9:00 p.m. winter weekdays and weekends	\$ 0.06429			\$ 0.06286	-2.22%		
OFF-PEAK	All hours other than Mid-Peak and Super Off-Peak	\$ 0.04806			\$ 0.04663	-2.98%		
SUPER OFF-PEAK	8:00 a.m. to 3:00 p.m. winter weekdays and weekends	\$ 0.00763			\$ 0.00620	-18.75%		
TOU-PA-3-E5								
ENERGY CHARGE (\$/KWH)	SUMMER June 1 through September 30							
	PEAK	5:00 p.m. to 8:00 p.m. summer weekdays except holidays			\$ 0.49114	\$ 0.48971	-0.29%	
	MID-PEAK	5:00 p.m. to 8:00 p.m. summer weekends and holidays	\$ 0.09534	\$ 0.09391	-1.50%			
	OFF-PEAK	All hours other than Peak	\$ 0.02933	\$ 0.02790	-4.88%			
	WINTER October 1 through May 31							
	MID-PEAK	5:00 p.m. to 8:00 p.m. winter weekdays and weekends	\$ 0.06711	\$ 0.06568	-2.13%			
	OFF-PEAK	8:00pm to 8:00am	\$ 0.05030	\$ 0.04887	-2.84%			
	SUPER OFF-PEAK	8:00 a.m. to 5:00 p.m. winter weekdays and weekends	\$ 0.00845	\$ 0.00702	-16.93%			

**LANCASTER CHOICE ENERGY
PROPOSED RATES
EFFECTIVE AUGUST 1, 2020**

SCE EQUIVALENT SCHEDULE	LCE RATE SCHEDULE	UNIT/PERIOD	DESCRIPTION	ADOPTED RATE 4/13/20	PROPOSED RATE 8/1/20				
Grandfathered TOU-PA-3-A (GF)	TOU-PA-3-A (GF) ENERGY CHARGE (\$/KWH)	SUMMER June 1 through September 30							
		PEAK	12pm to 6pm weekdays, except holidays	\$ 0.19251	\$ 0.19108	-0.74%			
		MID-PEAK	8am to 12pm and 6pm to 11pm weekdays, except holidays	\$ 0.06428	\$ 0.06285	-2.22%			
		OFF-PEAK	All hours other than Peak and Mid-Peak	\$ 0.03483	\$ 0.03340	-4.11%			
		WINTER October 1 through May 31							
		MID-PEAK	8am to 12pm and 6pm to 11pm weekdays, except holidays	\$ 0.05102	\$ 0.04959	-2.80%			
		OFF-PEAK	All hours other than Mid-Peak	\$ 0.02934	\$ 0.02791	-4.87%			
		<hr/>							
		TOU-PA-3-D4	TOU-PA-3-D4 ENERGY CHARGE (\$/KWH)	SUMMER June 1 through September 30					
				PEAK	4:00 p.m. to 9:00 p.m. summer weekdays except holidays	\$ 0.06004	\$ 0.05861	-2.38%	
				MID-PEAK	4:00 p.m. to 9:00 p.m. summer weekends	\$ 0.05243	\$ 0.05100	-2.73%	
				OFF-PEAK	All hours other than Peak and Mid-Peak	\$ 0.03064	\$ 0.02921	-4.67%	
				DEMAND CHARGE (\$/KW)	SUMMER TR PEAK	4:00 p.m. to 9:00 p.m. summer weekdays except holidays	\$ 12.31	\$ 12.31	0.00%
					WINTER October 1 through May 31				
ENERGY CHARGE (\$/KWH)	MID-PEAK			4:00 p.m. to 9:00 p.m. winter weekdays and weekends	\$ 0.04513	\$ 0.04370	-3.17%		
	OFF-PEAK			All hours other than Mid-Peak and Super Off-Peak	\$ 0.03538	\$ 0.03395	-4.04%		
	SUPER OFF-PEAK			8:00 a.m. to 3:00 p.m. winter weekdays and weekends	\$ 0.01712	\$ 0.01569	-8.35%		
DEMAND CHARGE (\$/KW)	WINTER TR MID-PEAK			4:00 p.m. to 9:00 p.m. summer weekdays except holidays	\$ 2.18	\$ 2.18	0.00%		
<hr/>									
TOU-PA-3-D5	TOU-PA-3-D5 ENERGY CHARGE (\$/KWH)			SUMMER June 1 through September 30					
				PEAK	5:00 p.m. to 8:00 p.m. summer weekdays except holidays	\$ 0.10869	\$ 0.10726	-1.32%	
				MID-PEAK	5:00 p.m. to 8:00 p.m. summer weekends and holidays	\$ 0.09534	\$ 0.09391	-1.50%	
		OFF-PEAK	All hours other than Peak	\$ 0.02933	\$ 0.02790	-4.88%			
		DEMAND CHARGE (\$/KW)	SUMMER TR PEAK	5:00 p.m. to 8:00 p.m. summer weekdays except holidays	\$ 13.24	\$ 13.24	0.00%		
			WINTER October 1 through May 31						
		ENERGY CHARGE (\$/KWH)	MID-PEAK	5:00 p.m. to 8:00 p.m. winter weekdays and weekends	\$ 0.04365	\$ 0.04222	-3.28%		
			OFF-PEAK	8:00pm to 8:00am	\$ 0.03414	\$ 0.03271	-4.19%		
			SUPER OFF-PEAK	8:00 a.m. to 5:00 p.m. winter weekdays and weekends	\$ 0.01632	\$ 0.01489	-8.76%		
		DEMAND CHARGE (\$/KW)	WINTER TR MID-PEAK	5:00 p.m. to 8:00 p.m. winter weekdays and weekends	\$ 2.79	\$ 2.79	0.00%		

**LANCASTER CHOICE ENERGY
PROPOSED RATES
EFFECTIVE AUGUST 1, 2020**

SCE EQUIVALENT SCHEDULE	LCE RATE SCHEDULE	UNIT/PERIOD	DESCRIPTION	ADOPTED RATE 4/13/20	PROPOSED RATE 8/1/20		
Grandfathered TOU-PA-3-B (GF)	TOU-PA-3-B (GF)	ENERGY CHARGE (\$/KWH)					
		SUMMER		June 1 through September 30			
		PEAK	12pm to 6pm weekdays, except holidays	\$ 0.04042	\$ 0.03899	-3.54%	
		MID-PEAK	8am to 12pm and 6pm to 11pm weekdays, except holidays	\$ 0.03607	\$ 0.03464	-3.96%	
		OFF-PEAK	All hours other than Peak and Mid-Peak	\$ 0.03483	\$ 0.03340	-4.11%	
		WINTER		October 1 through May 31			
		MID-PEAK	8am to 12pm and 6pm to 11pm weekdays, except holidays	\$ 0.05102	\$ 0.04959	-2.80%	
		OFF-PEAK	All hours other than Mid-Peak	\$ 0.02934	\$ 0.02791	-4.87%	
		DEMAND CHARGE (\$/KW)					
		SUMMER TR PEAK	12pm to 6pm summer weekdays except holidays	\$ 10.18	\$ 10.18	0.00%	
		SUMMER TR MID-PEAK	8am to 12pm and 6pm to 11pm summer weekdays except holidays	\$ 2.76	\$ 2.76	0.00%	
		STREET AND OUTDOOR LIGHTING					
		AL-2, LS-1, LS-2, LS-3, OL LS-1	ENERGY CHARGE (\$/KWH)		\$ 0.03309	\$ 0.03173	-4.11%
		TC-1	TC-1	ENERGY CHARGE (\$/KWH)	\$ 0.05671	\$ 0.05526	-2.56%
LCE Smart Choice - 100% RENEWABLE OPTION							
Customers electing the 100% renewable service option will pay the applicable rate for the basic 35% renewable plus the below 100% renewable premium charge:							
	ENERGY CHARGE (\$/KWH)	NON-RESIDENTIAL	\$ 0.01500	\$ 0.01500	0.00%		
LCE NEM - NET ENERGY METERING OPTION							

Customers with behind-the-meter generation can elect the NEM option and receive a payment or credit of \$0.06/kWh for annual excess generation.

**LANCASTER CHOICE ENERGY
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SCE EQUIVALENT SCHEDULE		LCE RATE SCHEDULE		UNIT/PERIOD	DESCRIPTION	CURRENT RATE 3/1/19	PROPOSED RATE 4/12/19
SCE OLD EQUIVALENT	SCE NEW EQUIVALENT	LCE OLD RATE	LCE NEW RATE				
COMMERCIAL, INDUSTRIAL AND GENERAL SERVICE							
TOU-8-SEC-A	TOU-8-SEC-E	TOU-8-SEC-A	TOU-8-SEC-E				
				SUMMER	June 1 through September 30		
					4pm to 9pm weekdays, except holidays		
			ENERGY CHARGE (\$/KWH)	PEAK		\$ 0.26801	\$ 0.28209
				MID-PEAK	4pm to 9pm weekends	\$ 0.05341	\$ 0.05677
				OFF-PEAK	All hours other than Peak and Mid-Peak	\$ 0.03033	\$ 0.03246
			DEMAND CHARGE (\$/KW)	SUMMER TR PEAK	4pm to 9pm summer weekdays except holidays	\$ 4.23315	\$ 4.49529
				WINTER	October 1 through May 31		
				MID-PEAK	4pm to 9pm weekdays and weekends	\$ 0.07535	\$ 0.07975
			ENERGY CHARGE (\$/KWH)	OFF-PEAK	All hours other than Mid-Peak and Super Off-Peak	\$ 0.03447	\$ 0.03682
				SUPER OFF-PEAK	8am to 3pm weekdays and weekends	\$ 0.01848	\$ 0.01999
			DEMAND CHARGE (\$/KW)	WINTER TR MID-PEAK	4pm to 9pm weekdays and weekends	\$ 0.79614	\$ 0.84469
Grandfathered: TOU-8-SEC-R	TOU-8-SEC-R (GF)	TOU-8-SEC-R	TOU-8-SEC-R (GF)				
				SUMMER	June 1 through September 30		
					12:00 noon to 6:00 p.m. summer weekdays except holidays	\$ 0.18982	\$ 0.20036
			ENERGY CHARGE (\$/KWH)	MID-PEAK	8:00 a.m. to 12:00 noon and 6:00 p.m. to 11:00 p.m. summer weekdays except holidays	\$ 0.07230	\$ 0.07664
				OFF-PEAK	All hours other than Peak and Mid-Peak	\$ 0.03484	\$ 0.03722
				WINTER	October 1 through May 31		
				MID-PEAK	8:00 a.m. to 9:00 p.m. winter weekdays except holidays	\$ 0.05179	\$ 0.05508
				OFF-PEAK	All hours other than Mid-Peak	\$ 0.02833	\$ 0.03035

**LANCASTER CHOICE ENERGY
PROPOSED RATES
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SCE EQUIVALENT SCHEDULE		LCE RATE SCHEDULE		UNIT/PERIOD	DESCRIPTION	CURRENT RATE 3/1/19	PROPOSED RATE 4/12/19
SCE OLD EQUIVALENT	SCE NEW EQUIVALENT	LCE OLD RATE	LCE NEW RATE				
TOU-8-SEC-B	TOU-8-SEC-D	TOU-8-SEC-B	TOU-8-SEC-D				
				SUMMER	June 1 through September 30		
					4pm to 9pm weekdays, except holidays	\$ 0.06045	\$ 0.06417
				ENERGY CHARGE (\$/KWH)	PEAK		
					4pm to 9pm weekends	\$ 0.05334	\$ 0.05670
					MID-PEAK		
					All hours other than Peak and Mid-Peak	\$ 0.03026	\$ 0.03240
					OFF-PEAK		
				DEMAND CHARGE (\$/KW)	SUMMER TR PEAK	\$ 19.54432	\$ 20.57348
					4pm to 9pm summer weekdays except holidays		
					WINTER		
					October 1 through May 31		
					4pm to 9pm weekdays and weekends	\$ 0.05334	\$ 0.04573
				ENERGY CHARGE (\$/KWH)	MID-PEAK		
					All hours other than Mid-Peak and Super Off-Peak	\$ 0.03026	\$ 0.03676
					OFF-PEAK		
					8am to 3pm weekdays and weekends	\$ 0.04293	\$ 0.01992
					SUPER OFF-PEAK		
				DEMAND CHARGE (\$/KW)	WINTER TR MID-PEAK	\$ 3.81566	\$ 4.01955
					4pm to 9pm weekdays and weekends		
Grandfathered: TOU-8-SEC-B	TOU-8-SEC-B (GF)	TOU-8-SEC-B	TOU-8-SEC-B (GF)				
				SUMMER	June 1 through September 30		
					12:00 noon to 6:00 p.m. summer weekdays except holidays	\$ 0.03984	\$ 0.04247
				ENERGY CHARGE (\$/KWH)	PEAK		
					8:00 a.m. to 12:00 noon and 6:00 p.m. to 11:00 p.m. summer weekdays except holidays	\$ 0.03642	\$ 0.03887
					MID-PEAK		
					All hours other than Peak and Mid-Peak	\$ 0.03484	\$ 0.03722
					OFF-PEAK		
				DEMAND CHARGE (\$/KW)	SUMMER TR PEAK	\$ 13.85481	\$ 14.58299
					12:00 noon to 6:00 p.m. summer weekdays except holidays		
					8:00 a.m. to 12:00 noon and 6:00 p.m. to 11:00 p.m. summer weekdays except holidays	\$ 4.46616	\$ 4.69918
					SUMMER TR MID-PEAK		
					WINTER		
					October 1 through May 31		
					8:00 a.m. to 12:00 noon and 6:00 p.m. to 11:00 p.m. summer weekdays except holidays	\$ 0.05179	\$ 0.05508
				ENERGY CHARGE (\$/KWH)	MID-PEAK		
					All hours other than Mid-Peak	\$ 0.02833	\$ 0.03035
					OFF-PEAK		

**LANCASTER CHOICE ENERGY
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SCE EQUIVALENT SCHEDULE		LCE RATE SCHEDULE		UNIT/PERIOD	DESCRIPTION	CURRENT RATE 3/1/19	PROPOSED RATE 4/12/19
SCE OLD EQUIVALENT	SCE NEW EQUIVALENT	LCE OLD RATE	LCE NEW RATE				
TOU-8-PRI-A	TOU-8-PRI-E	TOU-8-PRI-A	TOU-8-PRI-E				
				SUMMER	June 1 through September 30		
				PEAK	4:00 p.m. to 9:00 p.m. summer weekdays except holidays	\$ 0.26042	\$ 0.27475
				MID-PEAK	4:00 p.m. to 9:00 p.m. summer weekends	\$ 0.05066	\$ 0.05390
				OFF-PEAK	All hours other than Peak and Mid-Peak	\$ 0.02895	\$ 0.03102
				DEMAND CHARGE (\$/KW)	SUMMER TR PEAK 4:00 p.m. to 9:00 p.m. summer weekdays except holidays	\$ 3.56322	\$ 3.76711
					WINTER	October 1 through May 31	
				MID-PEAK	4:00 p.m. to 9:00 p.m. winter weekdays and weekends	\$ 0.07168	\$ 0.07604
				OFF-PEAK	All hours other than Mid-Peak and Super Off-Peak	\$ 0.03289	\$ 0.03517
				SUPER OFF-PEAK	8:00 a.m. to 3:00 p.m. winter weekdays and weekends	\$ 0.01774	\$ 0.01920
				DEMAND CHARGE (\$/KW)	WINTER TR MID-PEAK 4:00 p.m. to 9:00 p.m. winter weekdays and weekends	\$ 0.89323	\$ 0.94178
TOU-8-PRI-B	TOU-8-PRI-D	TOU-8-PRI-B	TOU-8-PRI-D				
				SUMMER	June 1 through September 30		
				PEAK	4:00 p.m. to 9:00 p.m. summer weekdays except holidays	\$ 0.05731	\$ 0.06091
				MID-PEAK	4:00 p.m. to 9:00 p.m. summer weekends	\$ 0.05059	\$ 0.05384
				OFF-PEAK	All hours other than Peak and Mid-Peak	\$ 0.02888	\$ 0.03095
				DEMAND CHARGE (\$/KW)	SUMMER TR PEAK 4:00 p.m. to 9:00 p.m. summer weekdays except holidays	\$ 19.29188	\$ 20.33075
					WINTER	October 1 through May 31	
				MID-PEAK	4:00 p.m. to 9:00 p.m. winter weekdays and weekends	\$ 0.04091	\$ 0.04363
				OFF-PEAK	All hours other than Mid-Peak and Super Off-Peak	\$ 0.03283	\$ 0.03511
				SUPER OFF-PEAK	8:00 a.m. to 3:00 p.m. winter weekdays and weekends	\$ 0.01767	\$ 0.01914
				DEMAND CHARGE (\$/KW)	WINTER TR MID-PEAK 4:00 p.m. to 9:00 p.m. winter weekdays and weekends	\$ 4.07780	\$ 4.30111

**LANCASTER CHOICE ENERGY
PROPOSED RATES
EFFECTIVE APRIL 12, 2019**

SCE EQUIVALENT SCHEDULE		LCE RATE SCHEDULE		UNIT/PERIOD	DESCRIPTION	CURRENT RATE 3/1/19	PROPOSED RATE 4/12/19
SCE OLD EQUIVALENT	SCE NEW EQUIVALENT	LCE OLD RATE	LCE NEW RATE				
Grandfathered: TOU-8-PRI-R	TOU-8-PRI-R (GF)	TOU-8-PRI-R	TOU-8-PRI-R (GF)				
				SUMMER	June 1 through September 30		
				PEAK	12:00 noon to 6:00 pm summer weekdays except holidays	\$ 0.18928	\$ 0.19996
ENERGY CHARGE (\$/KWH)				MID-PEAK	8am to 12 noon and 6pm to 11pm summer weekdays except holidays	\$ 0.06842	\$ 0.07258
				OFF-PEAK	All hours other than Peak and Mid-Peak	\$ 0.03330	\$ 0.03560
				WINTER	October 1 through May 31		
ENERGY CHARGE (\$/KWH)				MID-PEAK	8am to 12 noon and 6pm to 11pm winter weekdays except holidays	\$ 0.05217	\$ 0.05551
				OFF-PEAK	All hours other than Mid-Peak	\$ 0.02766	\$ 0.02966
Grandfathered: TOU-8-SUB-B	TOU-8-SUB-B (GF)	TOU-8-SUB-B	TOU-8-SUB-B (GF)				
				SUMMER	June 1 through September 30		
ENERGY CHARGE (\$/KWH)				PEAK	12:00 noon to 6:00 p.m. summer weekdays except holidays	\$ 0.03628	\$ 0.03852
				MID-PEAK	8:00 a.m. to 12:00 noon and 6:00 p.m. to 11:00 p.m. summer weekdays except holidays	\$ 0.03284	\$ 0.03492
				OFF-PEAK	All hours other than Peak and Mid-Peak	\$ 0.03175	\$ 0.03377
DEMAND CHARGE (\$/KW)				SUMMER TR PEAK	12:00 noon to 6:00 p.m. summer weekdays except holidays	\$ 14.05870	\$ 14.75776
				SUMMER TR MID-PEAK	8:00 a.m. to 12:00 noon and 6:00 p.m. to 11:00 p.m. summer weekdays except holidays	\$ 4.52442	\$ 4.74773
				WINTER	October 1 through May 31		
ENERGY CHARGE (\$/KWH)				MID-PEAK	8:00 a.m. to 12:00 noon and 6:00 p.m. to 11:00 p.m. summer weekdays except holidays	\$ 0.05230	\$ 0.05532
				OFF-PEAK	All hours other than Mid-Peak	\$ 0.02715	\$ 0.02894

LANCASTER CHOICE ENERGY
PROPOSED RATES
EFFECTIVE APRIL 12, 2019

SCE EQUIVALENT SCHEDULE		LCE RATE SCHEDULE		UNIT/PERIOD	DESCRIPTION	CURRENT RATE 3/1/19	PROPOSED RATE 4/12/19
SCE OLD EQUIVALENT	SCE NEW EQUIVALENT	LCE OLD RATE	LCE NEW RATE				
TOU-GS-1-A	TOU-GS-1-E	TOU-GS-1-A	TOU-GS-1-E				
				SUMMER	June 1 through September 30		
				PEAK	4:00 p.m. to 9:00 p.m. summer weekdays except holidays	\$ 0.26283	\$ 0.27782
				MID-PEAK	4:00 p.m. to 9:00 p.m. summer weekends	\$ 0.09843	\$ 0.10442
				OFF-PEAK	All hours other than Peak and Mid-Peak	\$ 0.05847	\$ 0.06225
				ENERGY CHARGE (\$/KWH)			
				WINTER	October 1 through May 31		
				MID-PEAK	4:00 p.m. to 9:00 p.m. winter weekdays and weekends	\$ 0.11559	\$ 0.12252
				OFF-PEAK	All hours other than Mid-Peak and Super Off-Peak	\$ 0.04992	\$ 0.05325
				SUPER OFF-PEAK	8:00 a.m. to 3:00 p.m. winter weekdays and weekends	\$ 0.02812	\$ 0.03026
Grandfathered: TOU-GS-1-A	TOU-GS-1-A (GF)	TOU-GS-1-A	TOU-GS-1-A (GF)				
				SUMMER	June 1 through September 30		
				PEAK	12pm to 6pm weekdays, except holidays	\$ 0.10436	\$ 0.11066
				MID-PEAK	8am to 12pm and 6pm to 11pm weekdays, except holidays	\$ 0.09716	\$ 0.10306
				OFF-PEAK	All hours other than Peak and Mid-Peak	\$ 0.09285	\$ 0.09852
				ENERGY CHARGE (\$/KWH)			
				WINTER	October 1 through May 31		
				MID-PEAK	8am to 12pm and 6pm to 11pm weekdays, except holidays	\$ 0.06106	\$ 0.06500
				OFF-PEAK	All hours other than Mid-Peak	\$ 0.05388	\$ 0.05742
	TOU-GS-1-PRI-E		TOU-GS-1-PRI-E				
				SUMMER	June 1 through September 30		
				PEAK	4:00 p.m. to 9:00 p.m. summer weekdays except holidays	\$ 0.25495	\$ 0.26949
				MID-PEAK	4:00 p.m. to 9:00 p.m. summer weekends	\$ 0.09547	\$ 0.10129
				OFF-PEAK	All hours other than Peak and Mid-Peak	\$ 0.05671	\$ 0.06038
				ENERGY CHARGE (\$/KWH)			
				WINTER	October 1 through May 31		
				MID-PEAK	4:00 p.m. to 9:00 p.m. winter weekdays and weekends	\$ 0.11213	\$ 0.11884

LANCASTER CHOICE ENERGY
PROPOSED RATES
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SCE EQUIVALENT SCHEDULE		LCE RATE SCHEDULE		UNIT/PERIOD	DESCRIPTION	CURRENT RATE 3/1/19	PROPOSED RATE 4/12/19
SCE OLD EQUIVALENT	SCE NEW EQUIVALENT	LCE OLD RATE	LCE NEW RATE				
				OFF-PEAK	All hours other than Mid-Peak and Super Off-Peak	\$ 0.04842	\$ 0.05165
				SUPER OFF-PEAK	8:00 a.m. to 3:00 p.m. winter weekdays and weekends	\$ 0.02728	\$ 0.02935

**LANCASTER CHOICE ENERGY
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SCE EQUIVALENT SCHEDULE		LCE RATE SCHEDULE		UNIT/PERIOD	DESCRIPTION	CURRENT RATE 3/1/19	PROPOSED RATE 4/12/19
SCE OLD EQUIVALENT	SCE NEW EQUIVALENT	LCE OLD RATE	LCE NEW RATE				
TOU-GS-1-B	TOU-GS-1-D	TOU-GS-1-B	TOU-GS-1-D				
				SUMMER	June 1 through September 30		
				PEAK	4:00 p.m. to 9:00 p.m. summer weekdays except holidays	\$ 0.07154	\$ 0.07604
				MID-PEAK	4:00 p.m. to 9:00 p.m. summer weekends	\$ 0.06382	\$ 0.06789
				OFF-PEAK	All hours other than Peak and Mid-Peak	\$ 0.03773	\$ 0.04037
				SUMMER TR PEAK	4:00 p.m. to 9:00 p.m. summer weekdays except holidays	\$ 12.74798	\$ 13.44703
				WINTER	October 1 through May 31		
				MID-PEAK	4:00 p.m. to 9:00 p.m. winter weekdays and weekends	\$ 0.06684	\$ 0.07109
				OFF-PEAK	All hours other than Mid-Peak and Super Off-Peak	\$ 0.04471	\$ 0.04775
				SUPER OFF-PEAK	8:00 a.m. to 3:00 p.m. winter weekdays and weekends	\$ 0.03102	\$ 0.03330
				WINTER TR MID-PEAK	4:00 p.m. to 9:00 p.m. winter weekdays and weekends	\$ 2.96126	\$ 3.12631
Grandfathered: TOU-GS-1-B	TOU-GS-1-B (GF)	TOU-GS-1-B	TOU-GS-1-B (GF)				
				SUMMER	June 1 through September 30		
				PEAK	12pm to 6pm weekdays, except holidays	\$ 0.04897	\$ 0.05223
				MID-PEAK	8am to 12pm and 6pm to 11pm weekdays, except holidays	\$ 0.04523	\$ 0.04829
				OFF-PEAK	All hours other than Peak and Mid-Peak	\$ 0.04300	\$ 0.04593
				WINTER	October 1 through May 31		
				MID-PEAK	8am to 12pm and 6pm to 11pm weekdays, except holidays	\$ 0.06106	\$ 0.06500
				OFF-PEAK	All hours other than Mid-Peak	\$ 0.05388	\$ 0.05742
				SUMMER TR PEAK	12pm to 6pm summer weekdays except holidays	\$ 9.47603	\$ 10.00032
				SUMMER TR MID-PEAK	8am to 12pm and 6pm to 11pm summer weekdays except holidays	\$ 3.00981	\$ 3.18457

LANCASTER CHOICE ENERGY
 PROPOSED RATES
 EFFECTIVE APRIL 12, 2019

SCE EQUIVALENT SCHEDULE		LCE RATE SCHEDULE		UNIT/PERIOD	DESCRIPTION	CURRENT RATE 3/1/19	PROPOSED RATE 4/12/19
SCE OLD EQUIVALENT	SCE NEW EQUIVALENT	LCE OLD RATE	LCE NEW RATE				
TOU-GS-1-C	TOU-GS-1-LG	TOU-GS-1-C	TOU-GS-1-LG				
				SUMMER	June 1 through September 30		
				PEAK	4:00 p.m. to 9:00 p.m. summer weekdays except holidays	\$ 0.26290	\$ 0.27789
				MID-PEAK	4:00 p.m. to 9:00 p.m. summer weekends	\$ 0.09850	\$ 0.10449
				OFF-PEAK	All hours other than Peak and Mid-Peak	\$ 0.05853	\$ 0.06232
ENERGY CHARGE (\$/KWH)				WINTER	October 1 through May 31		
				MID-PEAK	4:00 p.m. to 9:00 p.m. winter weekdays and weekends	\$ 0.11566	\$ 0.12258
				OFF-PEAK	All hours other than Mid-Peak and Super Off-Peak	\$ 0.04999	\$ 0.05332
				SUPER OFF-PEAK	8:00 a.m. to 3:00 p.m. winter weekdays and weekends	\$ 0.02819	\$ 0.03033
TOU-GS-2-A	TOU-GS-2-E	TOU-GS-2-A	TOU-GS-2-E				
				SUMMER	June 1 through September 30		
				PEAK	4:00 p.m. to 9:00 p.m. summer weekdays except holidays	\$ 0.29395	\$ 0.31010
				MID-PEAK	4:00 p.m. to 9:00 p.m. summer weekends	\$ 0.05924	\$ 0.06321
				OFF-PEAK	All hours other than Peak and Mid-Peak	\$ 0.03363	\$ 0.03620
DEMAND CHARGE (\$/KW)				SUMMER TR PEAK	4:00 p.m. to 9:00 p.m. summer weekdays except holidays	\$ 3.71857	\$ 3.95158
				WINTER	October 1 through May 31		
				MID-PEAK	4:00 p.m. to 9:00 p.m. winter weekdays and weekends	\$ 0.08499	\$ 0.09023
				OFF-PEAK	All hours other than Mid-Peak and Super Off-Peak	\$ 0.03852	\$ 0.04135
				SUPER OFF-PEAK	8:00 a.m. to 3:00 p.m. winter weekdays and weekends	\$ 0.01967	\$ 0.02149
DEMAND CHARGE (\$/KW)				WINTER TR MID-PEAK	4:00 p.m. to 9:00 p.m. winter weekdays and weekends	\$ 0.71847	\$ 0.76701

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SCE EQUIVALENT SCHEDULE		LCE RATE SCHEDULE		UNIT/PERIOD	DESCRIPTION	CURRENT RATE 3/1/19	PROPOSED RATE 4/12/19
SCE OLD EQUIVALENT	SCE NEW EQUIVALENT	LCE OLD RATE	LCE NEW RATE				
TOU-GS-2-B	TOU-GS-2-D	TOU-GS-2-B	TOU-GS-2-D				
				SUMMER	June 1 through September 30		
				PEAK	4:00 p.m. to 9:00 p.m. summer weekdays except holidays	\$ 0.06737	\$ 0.07177
				MID-PEAK	4:00 p.m. to 9:00 p.m. summer weekends	\$ 0.05918	\$ 0.06314
				OFF-PEAK	All hours other than Peak and Mid-Peak	\$ 0.03356	\$ 0.03614
				SUMMER TR PEAK	4:00 p.m. to 9:00 p.m. summer weekdays except holidays	\$ 17.17531	\$ 18.10738
				WINTER	October 1 through May 31		
				MID-PEAK	4:00 p.m. to 9:00 p.m. winter weekdays and weekends	\$ 0.05918	\$ 0.05188
				OFF-PEAK	All hours other than Mid-Peak and Super Off-Peak	\$ 0.03356	\$ 0.04128
				SUPER OFF-PEAK	8:00 a.m. to 3:00 p.m. winter weekdays and weekends	\$ 0.04850	\$ 0.02142
				WINTER TR MID-PEAK	4:00 p.m. to 9:00 p.m. winter weekdays and weekends	\$ 3.48555	\$ 3.67002
Grandfathered: TOU-GS-2-B	TOU-GS-2-B (GF)	TOU-GS-2-B	TOU-GS-2-B (GF)				
				SUMMER	June 1 through September 30		
				PEAK	12pm to 6pm weekdays, except holidays	\$ 0.04478	\$ 0.04795
				MID-PEAK	8am to 12pm and 6pm to 11pm weekdays, except holidays	\$ 0.04109	\$ 0.04407
				OFF-PEAK	All hours other than Peak and Mid-Peak	\$ 0.03889	\$ 0.04175
				WINTER	October 1 through May 31		
				MID-PEAK	8am to 12pm and 6pm to 11pm weekdays, except holidays	\$ 0.05740	\$ 0.06123
				OFF-PEAK	All hours other than Mid-Peak	\$ 0.03062	\$ 0.03303
				SUMMER TR PEAK	12pm to 6pm summer weekdays except holidays	\$ 12.05864	\$ 12.70915
				SUMMER TR MID-PEAK	8am to 12pm and 6pm to 11pm summer weekdays except holidays	\$ 4.00013	\$ 4.22344

**LANCASTER CHOICE ENERGY
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SCE EQUIVALENT SCHEDULE		LCE RATE SCHEDULE		UNIT/PERIOD	DESCRIPTION	CURRENT RATE 3/1/19	PROPOSED RATE 4/12/19
SCE OLD EQUIVALENT	SCE NEW EQUIVALENT	LCE OLD RATE	LCE NEW RATE				
TOU-GS-2-PRI-B	TOU-GS-2-PRI-D	TOU-GS-2-PRI-B	TOU-GS-2-PRI-D				
				SUMMER	June 1 through September 30		
				PEAK	4:00 p.m. to 9:00 p.m. summer weekdays except holidays	\$ 0.06535	\$ 0.06962
ENERGY CHARGE (\$/KWH)				MID-PEAK	4:00 p.m. to 9:00 p.m. summer weekends	\$ 0.05740	\$ 0.06124
				OFF-PEAK	All hours other than Peak and Mid-Peak	\$ 0.03256	\$ 0.03505
DEMAND CHARGE (\$/KW)				SUMMER TR PEAK	4:00 p.m. to 9:00 p.m. summer weekdays except holidays	\$ 16.66005	\$ 17.56416
				WINTER	October 1 through May 31		
				MID-PEAK	4:00 p.m. to 9:00 p.m. winter weekdays and weekends	\$ 0.05740	\$ 0.05032
ENERGY CHARGE (\$/KWH)				OFF-PEAK	All hours other than Mid-Peak and Super Off-Peak	\$ 0.03256	\$ 0.04004
				SUPER OFF-PEAK	8:00 a.m. to 3:00 p.m. winter weekdays and weekends	\$ 0.04704	\$ 0.02078
DEMAND CHARGE (\$/KW)				WINTER TR MID-PEAK	4:00 p.m. to 9:00 p.m. winter weekdays and weekends	\$ 3.38098	\$ 3.55992
Grandfathered: TOU-GS-2-R	TOU-GS-2-R (GF)	TOU-GS-2-R	TOU-GS-2-R (GF)				
				SUMMER	June 1 through September 30		
				PEAK	12pm to 6pm weekdays, except holidays	\$ 0.19298	\$ 0.20416
				MID-PEAK	8am to 12pm and 6pm to 11pm weekdays, except holidays	\$ 0.08258	\$ 0.08785
ENERGY CHARGE (\$/KWH)				OFF-PEAK	All hours other than Peak and Mid-Peak	\$ 0.03889	\$ 0.04175
				WINTER	October 1 through May 31		
				MID-PEAK	8am to 12pm and 6pm to 11pm weekdays, except holidays	\$ 0.05740	\$ 0.06123
				OFF-PEAK	All hours other than Mid-Peak	\$ 0.03062	\$ 0.03303

LANCASTER CHOICE ENERGY
 PROPOSED RATES
 EFFECTIVE APRIL 12, 2019

SCE EQUIVALENT SCHEDULE		LCE RATE SCHEDULE		UNIT/PERIOD	DESCRIPTION	CURRENT RATE 3/1/19	PROPOSED RATE 4/12/19
SCE OLD EQUIVALENT	SCE NEW EQUIVALENT	LCE OLD RATE	LCE NEW RATE				
TOU-GS-3-A	TOU-GS-3-E	TOU-GS-3-A	TOU-GS-3-E				
				SUMMER	June 1 through September 30		
				PEAK	4:00 p.m. to 9:00 p.m. summer weekdays except holidays	\$ 0.26422	\$ 0.27858
			ENERGY CHARGE (\$/KWH)	MID-PEAK	4:00 p.m. to 9:00 p.m. summer weekends	\$ 0.05773	\$ 0.06146
				OFF-PEAK	All hours other than Peak and Mid-Peak	\$ 0.03401	\$ 0.03646
			DEMAND CHARGE (\$/KW)	SUMMER TR PEAK	4:00 p.m. to 9:00 p.m. summer weekdays except holidays	\$ 3.60206	\$ 3.82537
				WINTER	October 1 through May 31		
				MID-PEAK	4:00 p.m. to 9:00 p.m. winter weekdays and weekends	\$ 0.07676	\$ 0.08143
			ENERGY CHARGE (\$/KWH)	OFF-PEAK	All hours other than Mid-Peak and Super Off-Peak	\$ 0.03867	\$ 0.04137
				SUPER OFF-PEAK	8:00 a.m. to 3:00 p.m. winter weekdays and weekends	\$ 0.02065	\$ 0.02239
			DEMAND CHARGE (\$/KW)	WINTER TR MID-PEAK	4:00 p.m. to 9:00 p.m. winter weekdays and weekends	\$ 0.63109	\$ 0.66992
TOU-GS-3-B	TOU-GS-3-D	TOU-GS-3-B	TOU-GS-3-D				
				SUMMER	June 1 through September 30		
				PEAK	4:00 p.m. to 9:00 p.m. summer weekdays except holidays	\$ 0.06542	\$ 0.06956
			ENERGY CHARGE (\$/KWH)	MID-PEAK	4:00 p.m. to 9:00 p.m. summer weekends	\$ 0.05766	\$ 0.06139
				OFF-PEAK	All hours other than Peak and Mid-Peak	\$ 0.03395	\$ 0.03639
			DEMAND CHARGE (\$/KW)	SUMMER TR PEAK	4:00 p.m. to 9:00 p.m. summer weekdays except holidays	\$ 16.64131	\$ 17.53454
				WINTER	October 1 through May 31		
				MID-PEAK	4:00 p.m. to 9:00 p.m. winter weekdays and weekends	\$ 0.04822	\$ 0.05143
			ENERGY CHARGE (\$/KWH)	OFF-PEAK	All hours other than Mid-Peak and Super Off-Peak	\$ 0.03861	\$ 0.04130
				SUPER OFF-PEAK	8:00 a.m. to 3:00 p.m. winter weekdays and weekends	\$ 0.02059	\$ 0.02232
			DEMAND CHARGE (\$/KW)	WINTER TR MID-PEAK	4:00 p.m. to 9:00 p.m. winter weekdays and weekends	\$ 3.02922	\$ 3.19428

**LANCASTER CHOICE ENERGY
PROPOSED RATES
EFFECTIVE APRIL 12, 2019**

SCE EQUIVALENT SCHEDULE		LCE RATE SCHEDULE		UNIT/PERIOD	DESCRIPTION	CURRENT RATE 3/1/19	PROPOSED RATE 4/12/19
SCE OLD EQUIVALENT	SCE NEW EQUIVALENT	LCE OLD RATE	LCE NEW RATE				
Grandfathered: TOU-GS-3-B	TOU-GS-3-B (GF)	TOU-GS-3-B	TOU-GS-3-B (GF)				
			ENERGY CHARGE (\$/KWH)	SUMMER	June 1 through September 30		
				PEAK	12pm to 6pm weekdays, except holidays	\$ 0.04405	\$ 0.04704
				MID-PEAK	8am to 12pm and 6pm to 11pm weekdays, except holidays	\$ 0.04050	\$ 0.04329
				OFF-PEAK	All hours other than Peak and Mid-Peak	\$ 0.03849	\$ 0.04118
				WINTER	October 1 through May 31		
				MID-PEAK	8am to 12pm and 6pm to 11pm weekdays, except holidays	\$ 0.05172	\$ 0.05514
				OFF-PEAK	All hours other than Mid-Peak	\$ 0.03105	\$ 0.03334
			DEMAND CHARGE (\$/KW)	SUMMER TR PEAK	12pm to 6pm summer weekdays except holidays	\$ 11.10715	\$ 11.70911
				SUMMER TR MID-PEAK	8am to 12pm and 6pm to 11pm summer weekdays except holidays	\$ 3.68944	\$ 3.89333
Grandfathered: TOU-GS-3-PRI-R	TOU-GS-3-PRI-R (GF)	TOU-GS-3-PRI-R	TOU-GS-3-PRI-R (GF)				
			ENERGY CHARGE (\$/KWH)	SUMMER	June 1 through September 30		
				PEAK	12pm to 6pm weekdays, except holidays	\$ 0.16832	\$ 0.17797
				MID-PEAK	8am to 12pm and 6pm to 11pm weekdays, except holidays	\$ 0.07259	\$ 0.07709
				OFF-PEAK	All hours other than Peak and Mid-Peak	\$ 0.03733	\$ 0.03994
				WINTER	October 1 through May 31		
				MID-PEAK	8am to 12pm and 6pm to 11pm weekdays, except holidays	\$ 0.05017	\$ 0.05349
				OFF-PEAK	All hours other than Mid-Peak	\$ 0.03012	\$ 0.03234

**LANCASTER CHOICE ENERGY
PROPOSED RATES
EFFECTIVE APRIL 12, 2019**

SCE EQUIVALENT SCHEDULE		LCE RATE SCHEDULE		UNIT/PERIOD	DESCRIPTION	CURRENT RATE 3/1/19	PROPOSED RATE 4/12/19
SCE OLD EQUIVALENT	SCE NEW EQUIVALENT	LCE OLD RATE	LCE NEW RATE				
Grandfathered: TOU-GS-3-PRI-B	TOU-GS-3-PRI-B (GF)	TOU-GS-3-PRI-B	TOU-GS-3-PRI-B (GF)				
				SUMMER	June 1 through September 30		
				PEAK	12pm to 6pm weekdays, except holidays	\$ 0.04273	\$ 0.04563
ENERGY CHARGE (\$/KWH)				MID-PEAK	8am to 12pm and 6pm to 11pm weekdays, except holidays	\$ 0.03928	\$ 0.04200
				OFF-PEAK	All hours other than Peak and Mid-Peak	\$ 0.03733	\$ 0.03994
DEMAND CHARGE (\$/KW)				SUMMER TR PEAK	12pm to 6pm weekdays, except holidays	\$ 10.77394	\$ 11.35784
				SUMMER TR MID-PEAK	8am to 12pm and 6pm to 11pm weekdays, except holidays	\$ 3.57876	\$ 3.77653
				WINTER	October 1 through May 31		
ENERGY CHARGE (\$/KWH)				MID-PEAK	8am to 12pm and 6pm to 11pm weekdays, except holidays	\$ 0.05017	\$ 0.05349
				OFF-PEAK	All hours other than Mid-Peak	\$ 0.03012	\$ 0.03234
Grandfathered: TOU-GS-3-R	TOU-GS-3-R (GF)	TOU-GS-3-R	TOU-GS-3-R (GF)				
ENERGY CHARGE (\$/KWH)				SUMMER	June 1 through September 30		
				PEAK	12pm to 6pm weekdays, except holidays	\$ 0.17352	\$ 0.18347
				MID-PEAK	8am to 12pm and 6pm to 11pm weekdays, except holidays	\$ 0.07483	\$ 0.07947
				OFF-PEAK	All hours other than Peak and Mid-Peak	\$ 0.03849	\$ 0.04118
				WINTER	October 1 through May 31		
				MID-PEAK	8am to 12pm and 6pm to 11pm weekdays, except holidays	\$ 0.05172	\$ 0.05514
				OFF-PEAK	All hours other than Mid-Peak	\$ 0.03105	\$ 0.03334

LANCASTER CHOICE ENERGY
 PROPOSED RATES
 EFFECTIVE APRIL 12, 2019

SCE EQUIVALENT SCHEDULE	LCE RATE SCHEDULE		UNIT/PERIOD	DESCRIPTION	CURRENT RATE 3/1/19	PROPOSED RATE 4/12/19
SCE OLD EQUIVALENTSCE NEW EQUIVALE	LCE OLD RATE	LCE NEW RATE				
TOU-EV-7-E	TOU-EV-7-E					
	ENERGY CHARGE (\$/KWH)		SUMMER	June 1 through September 30		
			PEAK	4:00 p.m. to 9:00 p.m. summer weekdays except holidays	\$ 0.19448	\$ 0.20572
			MID-PEAK	4:00 p.m. to 9:00 p.m. summer weekends	\$ 0.09850	\$ 0.10449
			OFF-PEAK	All hours other than Peak and Mid-Peak	\$ 0.06649	\$ 0.07071
			WINTER	October 1 through May 31		
			PEAK	All hours other than Mid-Peak and Off-Peak	\$ 0.11566	\$ 0.12258
			MID-PEAK	4:00 p.m. to 9:00 p.m. winter weekdays and weekends	\$ 0.05959	\$ 0.06345
			OFF-PEAK	9:00 p.m. to 8:00 a.m. winter weekdays and weekends	\$ 0.02819	\$ 0.03033
TOU-EV-8	TOU-EV-8					
	ENERGY CHARGE (\$/KWH)		SUMMER	June 1 through September 30		
			PEAK	4:00 p.m. to 9:00 p.m. summer weekdays except holidays	\$ 0.26388	\$ 0.27895
			MID-PEAK	4:00 p.m. to 9:00 p.m. summer weekends	\$ 0.05924	\$ 0.06321
			OFF-PEAK	All hours other than Peak and Mid-Peak	\$ 0.04433	\$ 0.04749
			WINTER	October 1 through May 31		
			PEAK	All hours other than Mid-Peak and Off-Peak	\$ 0.09453	\$ 0.10034
			MID-PEAK	4:00 p.m. to 9:00 p.m. winter weekdays and weekends	\$ 0.05275	\$ 0.05636
			OFF-PEAK	9:00 p.m. to 8:00 a.m. winter weekdays and weekends	\$ 0.01967	\$ 0.02149

**LANCASTER CHOICE ENERGY
PROPOSED RATES
EFFECTIVE APRIL 12, 2019**

SCE EQUIVALENT SCHEDULE		LCE RATE SCHEDULE		UNIT/PERIOD	DESCRIPTION	CURRENT RATE 3/1/19	PROPOSED RATE 4/12/19
SCE OLD EQUIVALENT	SCE NEW EQUIVALENT	LCE OLD RATE	LCE NEW RATE				
AGRICULTURAL AND PUMPING							
TOU-PA-2-A	TOU-PA-2-E4	TOU-PA-2-A	TOU-PA-2-E4	ENERGY CHARGE (\$/KWH)			
				SUMMER	June 1 through September 30		
				PEAK	4:00 p.m. to 9:00 p.m. summer weekdays except holidays	\$ 0.27504	\$ 0.29254
				MID-PEAK	4:00 p.m. to 9:00 p.m. summer weekends	\$ 0.05584	\$ 0.05989
				OFF-PEAK	All hours other than Peak and Mid-Peak	\$ 0.03427	\$ 0.03700
				WINTER	October 1 through May 31		
				MID-PEAK	4:00 p.m. to 9:00 p.m. winter weekdays and weekends	\$ 0.05489	\$ 0.05891
				OFF-PEAK	All hours other than Mid-Peak and Super Off-Peak	\$ 0.04155	\$ 0.04475
				SUPER OFF-PEAK	8:00 a.m. to 3:00 p.m. winter weekdays and weekends	\$ 0.03396	\$ 0.03669
TOU-PA-2-A	TOU-PA-2-E5	TOU-PA-2-A	TOU-PA-2-E5	ENERGY CHARGE (\$/KWH)			
				SUMMER	June 1 through September 30		
				PEAK	5:00 p.m. to 8:00 p.m. summer weekdays except holidays	\$ 0.44956	\$ 0.47772
				MID-PEAK	5:00 p.m. to 8:00 p.m. summer weekends and holidays	\$ 0.09489	\$ 0.10136
				OFF-PEAK	All hours other than Peak	\$ 0.03451	\$ 0.03727
				WINTER	October 1 through May 31		
				MID-PEAK	5:00 p.m. to 8:00 p.m. winter weekdays and weekends	\$ 0.05520	\$ 0.05924
				OFF-PEAK	8:00pm to 8:00am	\$ 0.04180	\$ 0.04501
				SUPER OFF-PEAK	8:00 a.m. to 5:00 p.m. winter weekdays and weekends	\$ 0.03417	\$ 0.03691
Grandfathered: TOU-PA-2-A	TOU-PA-2-A (GF)	TOU-PA-2-A	TOU-PA-2-A (GF)	ENERGY CHARGE (\$/KWH)			
				SUMMER	June 1 through September 30		
				PEAK	12pm to 6pm weekdays, except holidays	\$ 0.17510	\$ 0.18653
				MID-PEAK	8am to 12pm and 6pm to 11pm weekdays, except holidays	\$ 0.06667	\$ 0.07138
				OFF-PEAK	All hours other than Peak and Mid-Peak	\$ 0.03827	\$ 0.04125
				WINTER	October 1 through May 31		

LANCASTER CHOICE ENERGY
 PROPOSED RATES
 EFFECTIVE APRIL 12, 2019

SCE EQUIVALENT SCHEDULE		LCE RATE SCHEDULE		UNIT/PERIOD	DESCRIPTION	CURRENT RATE 3/1/19	PROPOSED RATE 4/12/19
SCE OLD EQUIVALENT	SCE NEW EQUIVALENT	LCE OLD RATE	LCE NEW RATE				
				MID-PEAK	8am to 12pm and 6pm to 11pm weekdays, except holidays	\$ 0.05497	\$ 0.05902
				OFF-PEAK	All hours other than Mid-Peak	\$ 0.03256	\$ 0.03519

**LANCASTER CHOICE ENERGY
PROPOSED RATES
EFFECTIVE APRIL 12, 2019**

SCE EQUIVALENT SCHEDULE		LCE RATE SCHEDULE		UNIT/PERIOD	DESCRIPTION	CURRENT RATE 3/1/19	PROPOSED RATE 4/12/19
SCE OLD EQUIVALENT	SCE NEW EQUIVALENT	LCE OLD RATE	LCE NEW RATE				
TOU-PA-2-B	TOU-PA-2-D4	TOU-PA-2-B	TOU-PA-2-D4				
				SUMMER	June 1 through September 30		
				PEAK	4:00 p.m. to 9:00 p.m. summer weekdays except holidays	\$ 0.06318	\$ 0.06769
			ENERGY CHARGE (\$/KWH)	MID-PEAK	4:00 p.m. to 9:00 p.m. summer weekends	\$ 0.05578	\$ 0.05982
				OFF-PEAK	All hours other than Peak and Mid-Peak	\$ 0.03420	\$ 0.03693
			DEMAND CHARGE (\$/KW)	SUMMER TR PEAK	4:00 p.m. to 9:00 p.m. summer weekdays except holidays	\$ 10.43723	\$ 11.07803
				WINTER	October 1 through May 31		
				MID-PEAK	4:00 p.m. to 9:00 p.m. winter weekdays and weekends	\$ 0.04595	\$ 0.04941
			ENERGY CHARGE (\$/KWH)	OFF-PEAK	All hours other than Mid-Peak and Super Off-Peak	\$ 0.03444	\$ 0.03719
				SUPER OFF-PEAK	8:00 a.m. to 3:00 p.m. winter weekdays and weekends	\$ 0.02788	\$ 0.03023
			DEMAND CHARGE (\$/KW)	WINTER TR MID-PEAK	4:00 p.m. to 9:00 p.m. summer weekdays except holidays	\$ 1.83501	\$ 1.95152
TOU-PA-2-B	TOU-PA-2-D5	TOU-PA-2-B	TOU-PA-2-D5				
				SUMMER	June 1 through September 30		
				PEAK	5:00 p.m. to 8:00 p.m. summer weekdays except holidays	\$ 0.10758	\$ 0.11483
			ENERGY CHARGE (\$/KWH)	MID-PEAK	5:00 p.m. to 8:00 p.m. summer weekends and holidays	\$ 0.09489	\$ 0.10136
				OFF-PEAK	All hours other than Peak	\$ 0.03451	\$ 0.03727
			DEMAND CHARGE (\$/KW)	SUMMER TR PEAK	5:00 p.m. to 8:00 p.m. summer weekdays except holidays	\$ 10.45665	\$ 11.09744
				WINTER	October 1 through May 31		
				MID-PEAK	5:00 p.m. to 8:00 p.m. winter weekdays and weekends	\$ 0.04630	\$ 0.04978
			ENERGY CHARGE (\$/KWH)	OFF-PEAK	8:00pm to 8:00am	\$ 0.03472	\$ 0.03748
				SUPER OFF-PEAK	8:00 a.m. to 5:00 p.m. winter weekdays and weekends	\$ 0.02812	\$ 0.03048
			DEMAND CHARGE (\$/KW)	WINTER TR MID-PEAK	5:00 p.m. to 8:00 p.m. winter weekdays and weekends	\$ 1.89326	\$ 2.00977

**LANCASTER CHOICE ENERGY
PROPOSED RATES
EFFECTIVE APRIL 12, 2019**

SCE EQUIVALENT SCHEDULE		LCE RATE SCHEDULE		UNIT/PERIOD	DESCRIPTION	CURRENT RATE 3/1/19	PROPOSED RATE 4/12/19
SCE OLD EQUIVALENT	SCE NEW EQUIVALENT	LCE OLD RATE	LCE NEW RATE				
Grandfathered: TOU-PA-2-B	TOU-PA-2-B (GF)	TOU-PA-2-B	TOU-PA-2-B (GF)				
			ENERGY CHARGE (\$/KWH)	SUMMER	June 1 through September 30		
				PEAK	12pm to 6pm weekdays, except holidays	\$ 0.04369	\$ 0.04699
				MID-PEAK	8am to 12pm and 6pm to 11pm weekdays, except holidays	\$ 0.03960	\$ 0.04266
				OFF-PEAK	All hours other than Peak and Mid-Peak	\$ 0.03827	\$ 0.04125
				WINTER	October 1 through May 31		
				MID-PEAK	8am to 12pm and 6pm to 11pm weekdays, except holidays	\$ 0.05497	\$ 0.05902
				OFF-PEAK	All hours other than Mid-Peak	\$ 0.03256	\$ 0.03519
			DEMAND CHARGE (\$/KW)	SUMMER TR PEAK	12pm to 6pm summer weekdays except holidays	\$ 7.88375	\$ 8.36920
				SUMMER TR MID-PEAK	8am to 12pm and 6pm to 11pm summer weekdays except holidays	\$ 2.40784	\$ 2.55348
TOU-PA-2-SOP-2	TOU-PA-2-SOP-2	TOU-PA-2-SOP-2	TOU-PA-2-SOP-2				
			ENERGY CHARGE (\$/KWH)	SUMMER	June 1 through September 30		
				PEAK	1pm to 5pm weekdays, except holidays	\$0.07669	\$0.07669
				OFF-PEAK	All hours other than Peak and Super Off-Peak	\$0.04205	\$0.04205
				SUPER OFF-PEAK	12 Midnight to 6am every day	\$0.01680	\$0.01680
				WINTER	October 1 through May 31		
				OFF-PEAK	All hours other than Super Off-Peak	\$0.04578	\$0.04578
				SUPER OFF-PEAK	12 midnight to 6am every day	\$0.02119	\$0.02119
			DEMAND CHARGE (\$/KW)	SUMMER TR PEAK	1pm to 6pm summer weekdays except holidays	\$ 17.51000	\$ 17.51000

**LANCASTER CHOICE ENERGY
PROPOSED RATES
EFFECTIVE APRIL 12, 2019**

SCE EQUIVALENT SCHEDULE		LCE RATE SCHEDULE		UNIT/PERIOD	DESCRIPTION	CURRENT RATE 3/1/19	PROPOSED RATE 4/12/19
SCE OLD EQUIVALENT	SCE NEW EQUIVALENT	LCE OLD RATE	LCE NEW RATE				
TOU-PA-3-A	TOU-PA-3-E4	TOU-PA-3-A	TOU-PA-3-E4				
				SUMMER	June 1 through September 30		
				PEAK	4:00 p.m. to 9:00 p.m. summer weekdays except holidays	\$ 0.25636	\$ 0.27130
				MID-PEAK	4:00 p.m. to 9:00 p.m. summer weekends	\$ 0.05277	\$ 0.05613
				OFF-PEAK	All hours other than Peak and Mid-Peak	\$ 0.03371	\$ 0.03600
				WINTER	October 1 through May 31		
				MID-PEAK	4:00 p.m. to 9:00 p.m. winter weekdays and weekends	\$ 0.06311	\$ 0.06706
				OFF-PEAK	All hours other than Mid-Peak and Super Off-Peak	\$ 0.04890	\$ 0.05205
				SUPER OFF-PEAK	8:00 a.m. to 3:00 p.m. winter weekdays and weekends	\$ 0.01351	\$ 0.01466
TOU-PA-3-A	TOU-PA-3-E5	TOU-PA-3-A	TOU-PA-3-E5				
				SUMMER	June 1 through September 30		
				PEAK	5:00 p.m. to 8:00 p.m. summer weekdays except holidays	\$ 0.39545	\$ 0.41825
				MID-PEAK	5:00 p.m. to 8:00 p.m. summer weekends and holidays	\$ 0.08721	\$ 0.09253
				OFF-PEAK	All hours other than Peak	\$ 0.03451	\$ 0.03685
				WINTER	October 1 through May 31		
				MID-PEAK	5:00 p.m. to 8:00 p.m. winter weekdays and weekends	\$ 0.06751	\$ 0.07168
				OFF-PEAK	8:00pm to 8:00am	\$ 0.05241	\$ 0.05573
				SUPER OFF-PEAK	8:00 a.m. to 5:00 p.m. winter weekdays and weekends	\$ 0.01478	\$ 0.01600
Grandfathered: TOU-PA-3-A	TOU-PA-3-A (GF)	TOU-PA-3-A	TOU-PA-3-A (GF)				
				SUMMER	June 1 through September 30		
				PEAK	12pm to 6pm weekdays, except holidays	\$ 0.17527	\$ 0.18564
				MID-PEAK	8am to 12pm and 6pm to 11pm weekdays, except holidays	\$ 0.06308	\$ 0.06703
				OFF-PEAK	All hours other than Peak and Mid-Peak	\$ 0.03730	\$ 0.03980
				WINTER	October 1 through May 31		
				MID-PEAK	8am to 12pm and 6pm to 11pm weekdays, except holidays	\$ 0.05150	\$ 0.05479
				OFF-PEAK	All hours other than Mid-Peak	\$ 0.03249	\$ 0.03471

**LANCASTER CHOICE ENERGY
PROPOSED RATES
EFFECTIVE APRIL 12, 2019**

SCE EQUIVALENT SCHEDULE		LCE RATE SCHEDULE		UNIT/PERIOD	DESCRIPTION	CURRENT RATE 3/1/19	PROPOSED RATE 4/12/19
SCE OLD EQUIVALENT	SCE NEW EQUIVALENT	LCE OLD RATE	LCE NEW RATE				
TOU-PA-3-B	TOU-PA-3-D4	TOU-PA-3-B	TOU-PA-3-D4				
				SUMMER	June 1 through September 30		
			ENERGY CHARGE (\$/KWH)	PEAK	4:00 p.m. to 9:00 p.m. summer weekdays except holidays	\$ 0.05934	\$ 0.06309
				MID-PEAK	4:00 p.m. to 9:00 p.m. summer weekends	\$ 0.05270	\$ 0.05606
				OFF-PEAK	All hours other than Peak and Mid-Peak	\$ 0.03364	\$ 0.03593
			DEMAND CHARGE (\$/KW)	SUMMER TR PEAK	4:00 p.m. to 9:00 p.m. summer weekdays except holidays	\$ 10.76734	\$ 11.37901
				WINTER	October 1 through May 31		
			ENERGY CHARGE (\$/KWH)	MID-PEAK	4:00 p.m. to 9:00 p.m. winter weekdays and weekends	\$ 0.04629	\$ 0.04930
				OFF-PEAK	All hours other than Mid-Peak and Super Off-Peak	\$ 0.03778	\$ 0.04030
				SUPER OFF-PEAK	8:00 a.m. to 3:00 p.m. winter weekdays and weekends	\$ 0.02181	\$ 0.02343
			DEMAND CHARGE (\$/KW)	WINTER TR MID-PEAK	4:00 p.m. to 9:00 p.m. summer weekdays except holidays	\$ 1.91268	\$ 2.01948
TOU-PA-3-B	TOU-PA-3-D5	TOU-PA-3-B	TOU-PA-3-D5				
				SUMMER	June 1 through September 30		
			ENERGY CHARGE (\$/KWH)	PEAK	5:00 p.m. to 8:00 p.m. summer weekdays except holidays	\$ 0.09853	\$ 0.10449
				MID-PEAK	5:00 p.m. to 8:00 p.m. summer weekends and holidays	\$ 0.08721	\$ 0.09253
				OFF-PEAK	All hours other than Peak	\$ 0.03451	\$ 0.03685
			DEMAND CHARGE (\$/KW)	SUMMER TR PEAK	5:00 p.m. to 8:00 p.m. summer weekdays except holidays	\$ 10.28188	\$ 10.86443
				WINTER	October 1 through May 31		
			ENERGY CHARGE (\$/KWH)	MID-PEAK	5:00 p.m. to 8:00 p.m. winter weekdays and weekends	\$ 0.04771	\$ 0.05079
				OFF-PEAK	8:00pm to 8:00am	\$ 0.03896	\$ 0.04154
				SUPER OFF-PEAK	8:00 a.m. to 5:00 p.m. winter weekdays and weekends	\$ 0.02254	\$ 0.02420
			DEMAND CHARGE (\$/KW)	WINTER TR MID-PEAK	5:00 p.m. to 8:00 p.m. winter weekdays and weekends	\$ 2.17483	\$ 2.29134

**LANCASTER CHOICE ENERGY
PROPOSED RATES
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SCE EQUIVALENT SCHEDULE		LCE RATE SCHEDULE		UNIT/PERIOD	DESCRIPTION	CURRENT RATE 3/1/19	PROPOSED RATE 4/12/19
SCE OLD EQUIVALENT	SCE NEW EQUIVALENT	LCE OLD RATE	LCE NEW RATE				
Grandfathered: TOU-PA-3-B	TOU-PA-3-B (GF)	TOU-PA-3-B	TOU-PA-3-B (GF)				
ENERGY CHARGE (\$/KWH)				SUMMER	June 1 through September 30		
				PEAK	12pm to 6pm weekdays, except holidays	\$ 0.04219	\$ 0.04497
				MID-PEAK	8am to 12pm and 6pm to 11pm weekdays, except holidays	\$ 0.03840	\$ 0.04095
				OFF-PEAK	All hours other than Peak and Mid-Peak	\$ 0.03730	\$ 0.03980
				WINTER	October 1 through May 31		
				MID-PEAK	8am to 12pm and 6pm to 11pm weekdays, except holidays	\$ 0.05150	\$ 0.05479
				OFF-PEAK	All hours other than Mid-Peak	\$ 0.03249	\$ 0.03471
DEMAND CHARGE (\$/KW)				SUMMER TR PEAK	12pm to 6pm summer weekdays except holidays	\$ 8.90320	\$ 9.40807
				SUMMER TR MID-PEAK	8am to 12pm and 6pm to 11pm summer weekdays except holidays	\$ 2.41755	\$ 2.55348
STREET AND OUTDOOR LIGHTING							
AL-2, LS-1, LS-2, LS-3, OL-1		LS-1			ENERGY CHARGE (\$/KWH)	\$ 0.04095	\$ 0.04376
TC-1		TC-1			ENERGY CHARGE (\$/KWH)	\$ 0.05432	\$ 0.05858
LCE Smart Choice - 100% RENEWABLE OPTION							
Customers electing the 100% renewable service option will pay the applicable rate for the basic 35% renewable plus the below 100% renewable premium charge:							
				ENERGY CHARGE (\$/KWH)	NON-RESIDENTIAL	\$ 0.01500	\$ 0.01500
LCE NEM - NET ENERGY METERING OPTION							

Customers with behind-the-meter generation can elect the NEM option and receive a payment or credit of \$0.06/kWh for annual excess generation.

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, CALIFORNIA, AMENDING THE CUSTOMER POWER GENERATION RATES FOR THE LANCASTER CHOICE ENERGY COMMUNITY CHOICE AGGREGATION PROGRAM

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

WHEREAS, City Council has approved an Implementation Plan to establish a CCA program, and such Implementation Plan was certified by the California Public Utilities Commission on October 16, 2014; and

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

WHEREAS, City Council adopted Resolution No. 20-014 amending Resolution No. 19-48 and establishing power generation rates for customers of LCE effective April 1, 2020; and

WHEREAS, the City Council now desires to adjust its power generation rate schedule; and

WHEREAS, the rates as proposed are sufficient to cover the operating costs of LCE including maintaining a rate stability reserve.

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

Section 1. Rates for power generation are established per the attached rate schedule effective August 1, 2020 following approval of the City Council.

PASSED, APPROVED and ADOPTED this 11th day of August 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

ANDREA ALEXANDER
City Clerk
City of Lancaster

R. REX PARRIS
Mayor
City of Lancaster

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

CERTIFICATION OF RESOLUTION
CITY COUNCIL

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

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

(seal)

STAFF REPORT
City of Lancaster

NB 1
08/11/20
JC

Date: August 11, 2020

To: Mayor Parris and City Council Members

From: Jason Caudle, City Manager

Subject: **Resolution approving Naming of Roundabouts Located at 15th Street West and Lancaster Blvd. and 15th Street East and Avenue L in Honor of Lancaster Vice Mayor Marvin Crist and Richard Glenn “Dick” Rutan, Respectively**

Recommendations: Adopt Resolution No. 20-45 (the “Resolution”) approving the following actions:

- a. Naming of the roundabout located at 15th Street West and Lancaster Blvd. in honor of Vice Mayor Marvin Crist; and
- b. Naming of the roundabout located at 15th Street East and Avenue L in honor of Richard Glenn "Dick" Rutan.

Fiscal Impact:

in signage.

Background:

On February 11, 2020, the City Council proposed that the 15th Street West and Lancaster Blvd. roundabout (“15th St. West Roundabout”) be named after Vice Mayor Marvin Crist. This is in recognition of the enormous amount of work that the Vice Mayor has tirelessly put in the last ten years. Vice Mayor Crist’s fervent advocacy, commitment and dedication has resulted in collaborative partnerships with agencies and millions of grants that Lancaster has been able to utilize for the betterment of the City. His focus on public safety led him to work out an agreement with Antelope Valley Transit Authority (AVTA) to share the cost of deputies who would be responsive to the City’s public safety programming. Moreover, Vice Mayor Crist is passionate about green energy, in line with the City’s Net Zero Initiative, and his efforts while representing Antelope Valley Air Quality Management District and AVTA champion this initiative.

At the same Council meeting, the City Council also proposed that the 15th Street East and Avenue L roundabout (“15th St. East Roundabout”) be named in honor of Richard Glenn “Dick” Rutan. Mr. Rutan, born July 1, 1938, is a retired United States Air Force officer who flew hundreds of successful missions in Vietnam. He is a renowned test pilot and record-

breaking aviator who was awarded the Presidential Citizen's Medal of Honor by President Ronald Reagan after his historic feat of piloting the Voyager aircraft around the world non-stop in 1986.

Pursuant to the Lancaster Facility Naming Policy (the "Policy"), naming a City facility ordinarily requires a proposal and a Facility Naming Application to be submitted the Parks, Recreation, and Arts Director of the City to initiate the process to commemoratively name a City facility after an individual.

However, the outstanding, extraordinary, and significant achievements and contributions of Vice Mayor Crist and Mr. Rutan warranted the City Council's decision to initiate the commemorative naming of 15th St. East and 15th St. West roundabouts.

All of the noticing and public comment procedures set forth in the Policy were followed with regard to the commemorative naming of the 15th St. East and 15th St. West Roundabouts after Mr. Rutan and Vice Mayor Crist, respectively.

Specifically, the Notice of Intent to Name the 15th St. East Roundabout was published on March 4, 2020 and March 9, 2020 in the Antelope Valley Press. The notice specified a public comment period of 30 days, from March 5, 2020 - April 3, 2020, in compliance with Section 6.3 of the Policy. No public comments were submitted to the City regarding the 15th St. East Roundabout.

Similarly, the Notice of Intent to Name the 15th St. West Roundabout was published on June 29, 2020 and July 06, 2020 in the Antelope Valley Press. The notice specified a public comment period of 30 days, from June 29, 2020 - July 28, 2020, in compliance with Section 6.3 of the Policy. No public comments were submitted to the City regarding the 15th St. West Roundabout.

The impacts of this action are minimal and staff anticipates completion of new signage in date. Future City publications and marketing materials will reflect the names of the two aforementioned roundabouts.

Attachment:

Resolution No. 20-45

RESOLUTION NO. 20-45

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, CALIFORNIA, APPROVING NAMING OF ROUNDABOUTS LOCATED AT 15TH STREET WEST AND LANCASTER BLVD. AND 15TH STREET EAST AND AVENUE L IN HONOR OF LANCASTER VICE MAYOR MARVIN CRIST AND RICHARD GLENN “DICK” RUTAN, RESPECTIVELY

WHEREAS, the City Council (“City Council”) of the City of Lancaster (“City”) has adopted the City of Lancaster Facility Naming Policy (the “Policy”) relating to commemorative naming and renaming of City facilities; and

WHEREAS, the City Council recognizes that Vice Mayor Marvin Crist has worked tirelessly for the last ten years toward the betterment of the City of Lancaster and the Antelope Valley; and

WHEREAS, Vice Mayor Crist’s fervent advocacy, commitment and dedication has resulted in collaborative partnerships with agencies and millions of grants that the City has been able to utilize for the betterment of the City; and

WHEREAS, Vice Mayor Crist’s focus on public safety led him to work out an agreement with Antelope Valley Transit Authority (“AVTA”) to share the cost of deputies who would be responsive to the City’s public safety programming; and

WHEREAS, Vice Mayor Crist is passionate about green energy, in line with the City’s Net Zero Initiative, and his efforts while representing Antelope Valley Air Quality Management District and AVTA have served to champion this initiative; and

WHEREAS, on February 11, 2020, the City Council proposed that the 15th Street West and Lancaster Blvd. roundabout be named after Vice Mayor Marvin Crist; and

WHEREAS, Richard Glenn “Dick” Rutan. Mr. Rutan is a retired United States Air Force officer who has flown hundreds of successful missions in Vietnam; and

WHEREAS, Mr. Rutan is a renowned test pilot and record-breaking aviator who was awarded the Presidential Citizen’s Medal of Honor by President Ronald Reagan after his historic feat of piloting the Voyager aircraft around the world non-stop in 1986; and

WHEREAS, on February 11, 2020, the City Council proposed that the 15th Street East and Avenue L roundabout be named in honor of Mr. Rutan; and

WHEREAS, the Policy ordinarily requires a proposal and a Facility Naming Application to be submitted the Parks, Recreation, and Arts Director of the City to initiate the commemorative naming of a City facility after an individual. However, the City Council recognizes the outstanding, extraordinary, and significant achievements and contributions of Vice Mayor Crist

and Mr. Rutan which warrant an exemption from the requirements of a proposal and a Facility Naming Application with regards to naming the 15th St. East and 15th St. West Roundabouts; and

WHEREAS, the City Council recognizes that the remainder of the procedures outlined in the Policy and, particularly, the noticing and public comment procedures, were followed with regard to the commemorative naming of the 15th St. East and 15th St. West Roundabouts after Mr. Rutan and Vice Mayor Crist, respectively.

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

Section 1. The City Council hereby finds and determines that the foregoing recitals are true and correct. The recitals are hereby incorporated into the operative provisions of this Resolution by this reference.

Section 2. The City Council hereby authorizes and approves naming of the roundabout located at 15th Street West and Lancaster Blvd. in honor of Vice Mayor Marvin Crist; and

Section 3. The City Council hereby authorizes and approves naming of the roundabout located at 15th Street East and Avenue L in honor of Richard Glenn "Dick" Rutan.

Section 4. The City Clerk shall certify to the passage and adoption of this resolution.

PASSED, APPROVED and ADOPTED this 11th day of August, 2020, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

APPROVED:

ANDREA ALEXANDER
City Clerk
City of Lancaster

R. REX PARRIS
Mayor
City of Lancaster

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

CERTIFICATION OF RESOLUTION
CITY COUNCIL

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

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

(seal)

**STAFF
REPORT**
City of Lancaster

CR 1
8/11/2020
JC

Date: August 11, 2020

To: Mayor Parris and City Council Members

From: Jeff Hogan, Senior Director - Development Services

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

Recommendation:

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

Fiscal Impact:

None.

Background:

The Antelope Valley Transit Authority is a distinct government entity created under a joint powers authority agreement between the City of Lancaster, the City of Palmdale, and Los Angeles County that provides public transit services. Vice Mayor Marvin Crist serves as the Chairman, and Raj Mahi serves as a Director on behalf of the City of Lancaster.

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

Present: Chairman Marvin Crist
Vice Chair Dianne Knippel
Director Raj Mahi
Director Michelle Flanagan
Director Steve Hofbauer
Director Richard Loa / Alternate Director Kathryn Mac Laren

Lease Agreement for Four BYD 35-Foot Buses

Authorize the Executive Director/CEO to execute a lease agreement with BYD for a quantity of four 35-foot buses for a period of six months and not to exceed 3 years.

Approved (6-0-0-0)

CVH/sr