



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

Tuesday

March 28, 2017

Regular Meeting – 5:00 p.m.

Council Chambers – Lancaster City Hall

The City Clerk/Agency/Authority Secretary hereby declares the agenda was posted
by 5:00 p.m. on Friday, March 24, 2017

at the entrance to the Lancaster City Hall Council Chambers.

44933 Fern Avenue, Lancaster, CA 93534

LEGISLATIVE BODY

City Council/Successor Agency/Financing/Power Authority

Mayor/Chair R. Rex Parris

Vice Mayor/Vice Chair Marvin Crist

Council Member/Agency Director/Authority Member Raj Malhi

Council Member/Agency Director/Authority Member Ken Mann

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

**CITY OF LANCASTER, CALIFORNIA
CITY COUNCIL/SUCCESSOR AGENCY/
FINANCING/POWER AUTHORITY
REGULAR MEETING AGENDA
TUESDAY, MARCH 28, 2017**

AGENDA ITEMS TO BE REMOVED

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

PUBLIC BUSINESS FROM THE FLOOR - AGENDIZED ITEMS

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

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

CALL TO ORDER

City Council/Successor Agency/Financing/Power Authority

ROLL CALL

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

INVOCATION

Pastor John Meadors, Christian Life Assembly

PLEDGE OF ALLEGIANCE

**CITY OF LANCASTER, CALIFORNIA
CITY COUNCIL/SUCCESSOR AGENCY/
FINANCING/POWER AUTHORITY
REGULAR MEETING AGENDA
TUESDAY, MARCH 28, 2017**

PRESENTATIONS

1. Government Finance Officers Association (GFOA) Distinguished Budget Presentation Award
Presenter: Pam Statsmann, Finance Director
2. Antelope Valley College Facilities Plan and Construction Update
Presenter: Antelope Valley College President, Ed Knudson
3. Recognition of Fulton & Alsbury Academy's Robotics Team on winning the VEX Robotics California State Championship in Bakersfield
Presenter: Mayor Parris
4. Introduction of new Lancaster Station Captain Todd Weber
Presenters: Mayor Parris and Captain Nelson

COUNCIL ACTIONS

MINUTES

M 1. Approve the City Council/Successor Agency/Financing/ Power Authority Regular Meeting Minutes of March 14, 2017.

CONSENT CALENDAR

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

CC 2. Approve the Check and Wire Registers for February 19, 2017, through March 4, 2017 in the amount of \$5,084,084,80.

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

CC 3. Accept and approve the February 2017, Monthly Report of Investments as submitted.

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

**CITY OF LANCASTER, CALIFORNIA
CITY COUNCIL/SUCCESSOR AGENCY/
FINANCING/POWER AUTHORITY
REGULAR MEETING AGENDA
TUESDAY, MARCH 28, 2017**

CC 4. Form of Resolution authorizing membership in California Choice Energy Authority and form of Administrative Services Agreement with the Authority

- a. Approve the form of resolution authorizing new cities to join as Associate Member of the California Choice Energy Authority (CCEA), a joint exercise of powers authority of the City of Lancaster and City of San Jacinto.
- b. Approve the form of Administrative Services Agreement, allowing the CCEA to provide Community Choice Aggregation (CCA) Services on behalf of Associate Members and authorize the City Manager, or his designee, to execute all documents and make any non-substantive changes necessary to complete the transaction.

Through approval of the Associate Membership in the CCEA and approval of the CCEA Administrative Services Agreement, cities will be able to share the operational costs to run their CCA with Lancaster Choice Energy and other CCEA Associate Members. In order to join the CCEA as an Associate Member, a city's council will be required to approve the Resolution Authorizing Membership in CCEA as well as the Administrative Services Agreement. The Resolution will give CCEA authorization to act on behalf of the Associate Member and will authorize each city's City Manager to enter into an Administrative Services Agreement with the joint powers authority for their CCA's operational services. The CCEA Administrative Services Agreement authorizes the authority to enter into contracts on behalf of the Associate Member.

CC 5. Adopt **Resolution No. 17-14**, approving the Climate Action Plan (CAP) and certifying the associated Initial Study.

In November 2015, staff was tasked with the development of a Climate Action Plan including a Greenhouse Gas (GHG) Inventory. The GHG inventory documented the City's GHG emissions and established a baseline inventory (2010) and current emissions (2015). City staff then developed a Climate Action Plan to document the progress the City has made through its alternative energy and sustainability programs, and identify projects that would enhance the quality of life in Lancaster while continuing to further reduce GHG emissions. While most cities utilize a consultant to prepare their CAP, staff was able to prepare the entire plan in-house, with just some outside technical assistance to calculate emission data.

**CITY OF LANCASTER, CALIFORNIA
CITY COUNCIL/SUCCESSOR AGENCY/
FINANCING/POWER AUTHORITY
REGULAR MEETING AGENDA
TUESDAY, MARCH 28, 2017**

CC 6. Adopt **Ordinance No. 1021**, (the “Ordinance”), adding Chapter 5.60 to the Lancaster Municipal Code relating to the prohibition of nonmedical marijuana businesses.

This Ordinance prohibits to the fullest extent allowed by law nonmedical commercial recreational marijuana activities of all types including, but not limited to, the sale, transportation, distribution, cultivation, possession, manufacturing, delivery, testing, storing, labeling, and processing and personal cultivation of marijuana outdoors. This Ordinance also authorizes the City Manager to promulgate such regulations as may be necessary or convenient to implement the Ordinance, including, without limitation, reasonable regulations for the cultivation of nonmedical marijuana that occurs inside a residence or accessory structure. Any violation of this Ordinance is a misdemeanor and is punishable by a fine in an amount to be established by resolution of the City Council, or by imprisonment for a period of not more than six (6) months, or by both.

CONTINUED PUBLIC HEARING

CPH 1. Resolution Establishing the Fine and Penalty Amount for Violations of Chapter 5.60 of the Lancaster Municipal Code Relating to Nonmedical Marijuana

Recommendation:

Adopt **Resolution No. 17-15**, (the “Resolution”), establishing the fine and penalty amount for violations of Chapter 5.60 of the Lancaster Municipal Code relating to nonmedical marijuana.

The City Council has introduced Ordinance No. 1021(the “Ordinance”), which, if adopted, will add Chapter 5.60 to the City’s Municipal Code and prohibit to the fullest extent allowed by law nonmedical commercial recreational marijuana activities of all types including, but not limited to, the sale, transportation, distribution, cultivation, possession, manufacturing, delivery, testing, storing, labeling, and processing and personal cultivation of marijuana outdoors. Any violation of the Ordinance is a misdemeanor and is punishable by a fine in an amount to be established by resolution of the City Council, or by imprisonment for a period of not more than six (6) months, or by both.

**CITY OF LANCASTER, CALIFORNIA
CITY COUNCIL/SUCCESSOR AGENCY/
FINANCING/POWER AUTHORITY
REGULAR MEETING AGENDA
TUESDAY, MARCH 28, 2017**

PUBLIC HEARING

PH 1. Establishment of a separate annual surcharge for medical cannabis cultivation and medical cannabis manufacturing to offset any impacts the operation of medical cannabis cultivation and medical cannabis manufacturing may have on the City

Recommendation:

Adopt **Resolution No. 17-16** (the “Resolution”), amending Resolution No. 17-04 and establishing a separate annual surcharge for medical cannabis cultivation and medical cannabis manufacturing to offset any impacts the operation of medical cannabis cultivation and medical cannabis manufacturing may have on the city.

Ordinance 1019 authorizes the City Council to establish an annual surcharge to offset any impacts the operation of medical cannabis cultivation and medical cannabis manufacturing may have on the City. By Resolution No. 17-04, the City Council established \$15.00 per square foot of Canopy area as the annual surcharge amount. Upon further review, staff believes that medical cannabis *cultivation* and medical cannabis *manufacturing* are distinct activities and require separate annual surcharges to offset any impacts each may have on the City.

NEW BUSINESS

NB 1. Revive 25 Update

Recommendation:

Receive update regarding the City’s Revive 25 Program

NB 2. Update on Antelope Acres Coordinating committee

Recommendation:

Receive update regarding the Antelope Acres Coordinating committee

COUNCIL REPORTS

CR 1. Report on the Activities of the Board of Directors for the Antelope Valley Transit Authority
Presenter: Vice Mayor Crist

CR 2. Report on the Activities of the Board of Directors for District No. 14 of the County Sanitation Districts of Los Angeles County
Presenter: Mayor Parris

CR 3. Council Reports

**CITY OF LANCASTER, CALIFORNIA
CITY COUNCIL/SUCCESSOR AGENCY/
FINANCING/POWER AUTHORITY
REGULAR MEETING AGENDA
TUESDAY, MARCH 28, 2017**

LANCASTER HOUSING AUTHORITY

No action required at this time.

LANCASTER FINANCING AUTHORITY

No action required at this time.

LANCASTER POWER AUTHORITY

No action required at this time.

LANCASTER SUCCESSOR AGENCY

No action required at this time.

CITY MANAGER / EXECUTIVE DIRECTOR ANNOUNCEMENTS

CITY CLERK / AGENCY / AUTHORITY SECRETARY ANNOUNCEMENT

PUBLIC BUSINESS FROM THE FLOOR - NON-AGENDIZED ITEMS

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

COUNCIL / AGENCY COMMENTS

**CITY OF LANCASTER, CALIFORNIA
CITY COUNCIL/SUCCESSOR AGENCY/
FINANCING/POWER AUTHORITY
REGULAR MEETING AGENDA
TUESDAY, MARCH 28, 2017**

CLOSED SESSION

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

**CITY OF LANCASTER, CALIFORNIA
CITY COUNCIL/SUCCESSOR AGENCY/
FINANCING/POWER AUTHORITY
REGULAR MEETING AGENDA
TUESDAY, MARCH 28, 2017**

ADJOURNMENT

Next Regular Meeting:

Tuesday, April 25, 2017 - 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.

M 1
03/28/17
MVB

**LANCASTER
CITY COUNCIL/SUCCESSOR AGENCY/
FINANCING/POWER AUTHORITY
MINUTES
March 14, 2017**

CALL TO ORDER

Mayor/Chair Parris called the meeting of the Lancaster City Council/Successor Agency/Financing/Power Authority to order at 5:04 p.m.

ROLL CALL

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

STAFF

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

INVOCATION

Luke Duncan

PLEDGE OF ALLEGIANCE

Luke Duncan

LANCASTER CITY COUNCIL/ SUCCESSOR AGENCY/
FINANCING/POWER AUTHORITY
MINUTES
March 14, 2017

PRESENTATIONS

1. Recognition of City Clerk, Britt Avrit for obtaining her Master Municipal Clerk (MMC) designation
Presenters: Mayor Parris and City Manager, Mark Bozigian
2. Proclamation designating March 20 through March 24, 2017 ‘Southern California Aerospace Days’
Presenter: Mayor Parris
3. Recognition of Joe Walker Middle School Science Jets Robotics team on its achievement of winning the Los Angeles Regional FIRST Lego League Robotic Championship held on December 10, 2016
Presenter: Mayor Parris

SA NB 1. REAPPROVE THE FORM OF THE PRELIMINARY OFFICIAL STATEMENT FOR THE HOUSING PROGRAMS REFUNDING BOND ISSUE OF 2017

It was the consensus of the Successor Agency to waive the staff report for this item.

On a motion by Agency Director Mann and seconded by Agency Director Malhi, the Successor Agency adopted **Resolution No. SA 04-17**, reapproving the form of the Preliminary Official Statement for the Combined Redevelopment Project Areas (Housing Programs) Tax Allocation Refunding Bonds, Issue of 2017 and the Combined Redevelopment Project Areas (Housing Programs) Taxable Tax Allocation Refunding Bonds, Issue of 2017, to deem it final under Rule 15c2-12, and authorizing certain other actions in connection therewith, by the following vote: 5-0-0-0; AYES: Malhi, Mann, Underwood-Jacobs, Crist, Parris; NOES: None; ABSTAIN: None; ABSENT: None

M 1. MINUTES

On a motion by Vice Mayor Crist and seconded by Council Member Underwood-Jacobs, the City Council/Successor Agency/Financing/Power Authority approved the City Council/Successor Agency/Financing/ Power Authority Regular Meeting Minutes of February 28, 2017, by the following vote: 5-0-0-0; AYES: Malhi, Mann, Underwood-Jacobs, Crist, Parris; NOES: None; ABSTAIN: None; ABSENT: None

LANCASTER CITY COUNCIL/ SUCCESSOR AGENCY/
FINANCING/POWER AUTHORITY
MINUTES
March 14, 2017

CONSENT CALENDAR

Item No.'s CC 3 and CC 7 were removed for separate discussion.

Mayor Parris stated he needs to recuse himself from Item No. CC 7 due to the proximity of the project to property he owns.

On a motion by Vice Mayor Crist and seconded by Council Member Underwood-Jacobs, the City Council approved the Consent Calendar with the exception of Item No.'s CC 3 and CC 7, by the following vote: 5-0-0-0; AYES: Malhi, Mann, Underwood-Jacobs, Crist, Parris; NOES: None; ABSTAIN: None; ABSENT: None

Addressing the City Council on Item No. CC 3:

Michael Clark – discussed his opinions of marijuana, dispensaries in Rosamond, marijuana regulations and marijuana growth.

Michael Rives – discussed his opinion of marijuana and its use.

Leslie Aguayo – provided her profession and education; discussed the impact of marijuana on “communities of color.”

Fran Sereseres – discussed doctors issuing marijuana cards.

Discussion among the City Council included discussion of issuing marijuana cards vs issuing prescriptions and discussion of the loss of State revenue with adoption of this Ordinance.

CC 3. ORDINANCE 1021

Adopt **Ordinance No. 1021**, (the “Ordinance”), adding Chapter 5.60 to the Lancaster Municipal Code relating to the prohibition of nonmedical marijuana businesses.

On a motion by Mayor Parris and seconded by Vice Mayor Crist, the City Council continued the adoption of Ordinance No. 1021 for one month until additional information regarding the financial impact can be obtained, by the following vote: 5-0-0-0; AYES: Malhi, Mann, Underwood-Jacobs, Crist, Parris; NOES: None; ABSTAIN: None; ABSENT: None

LANCASTER CITY COUNCIL/ SUCCESSOR AGENCY/
FINANCING/POWER AUTHORITY
MINUTES
March 14, 2017

Mayor Parris left the dais at this time.

On a motion by Council Member Mann and seconded by Council Member Malhi, the City Council approved Item No. CC 7, by the following vote: 4-0-1-0; AYES: Malhi, Mann, Underwood-Jacobs, Crist; NOES: None; RECUSED: Parris; ABSENT: None

Mayor Parris returned the dais at this time.

CC 1. ORDINANCE WAIVER

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

CC 2. WARRANT REGISTER

Approved the Check and Wire Registers for February 5, 2017 – February 18, 2017 in the amount of \$2,133,486.11.

CC 4. RESOLUTION NO. 17-10

Adopted **Resolution No. 17-10**, declaring its intention to summarily vacate and abandon certain offers to dedicate street rights-of-way and slope easements along 107th Street West between Avenue K and Avenue K-4.

CC 5. RESOLUTION NO. 17-11

Adopted **Resolution No. 17-11**, declaring its intention to summarily vacate and abandon certain offers to dedicate street rights-of-way for Avenue J-4 (between 98th and 100th Street West), 98th Street West (between Avenue J-4 and Avenue J-6), and 99th Street West (between Avenue J and Avenue J-4).

CC 6. RESOLUTION NO. 17-12

Adopted **Resolution No. 17-12**, declaring its intention to summarily vacate and abandon certain offers to dedicate street rights-of-way for portions of Avenue J-10, Avenue J-12, Avenue J-14, 95th Street West, 96th Street West, 97th Street West, and 98th Street West, located within the area bounded by the centerlines of Avenue J-8, Avenue K, 100th Street West, and the westerly sideline of the 205-foot wide Southern California Edison (SCE) Right-of-Way.

CC 7. REIMBURSEMENT AGREEMENT WITH VIPER ENTERPRISES

Approved the Reimbursement Agreement with Viper Enterprises to facilitate development of a new dealership in the Lancaster Auto Mall and installation of high-quality improvements to the public realm; and authorized the City Manager or his designee to execute all related documents.

CC 8. RESOLUTION NO. 17-13, DEBT POLICY

Adopted **Resolution No. 17-13**, approving and adopting a Debt Policy as required by Senate Bill No. 1029.

LANCASTER CITY COUNCIL/ SUCCESSOR AGENCY/
FINANCING/POWER AUTHORITY
MINUTES
March 14, 2017

NB 1. APPROVAL OF CONCEPTUAL FRAMEWORK FOR LANCASTER HEALTH DISTRICT

Mayor Parris and Council Member Mann stated they need to recuse themselves from Item No. NB 1 due to property they own in proximity to this project; a vote of necessity was established at the April 26, 2016 City Council meeting.

Mayor Parris and Council Member Mann left the dais at this time.

The Management Analyst presented the staff report on this item.

Discussion among the City Council and staff included discussion of marketing the project, the timeframe for the project, grants obtained to assist with the infrastructure involved with the project, the impact on Sunnysdale Elementary School and mitigation of the traffic near that school. Planning Commission Chairman Vose congratulated the team on a great start to the project.

Addressing the City Council on Item No. NB 1:

Fran Sereseres – discussed the partnership among the hospital and the City and stated she looks forward to the project.

Michael Rives – discussed his history with AV Hospital and his opinions of the project.

On a motion by Council Member Underwood-Jacobs and seconded by Council Member Malhi, the City Council approved the proposed conceptual framework for the Lancaster Health District initiative, which aims to foster job creation and new development within the heart of Lancaster while enhancing residents' access to high-quality health care, by the following vote: 3-0-2-0; AYES: Malhi, Underwood-Jacobs, Crist; NOES: None; RECUSED: Mann, Parris; ABSENT: None

Mayor Parris and Council Member Mann returned to the dais at this time.

LANCASTER CITY COUNCIL/ SUCCESSOR AGENCY/
FINANCING/POWER AUTHORITY

MINUTES

March 14, 2017

CPH 1.APEALS OF PLANNING COMMISSION DECISIONS

The Planning Director presented the staff report on this item.

Discussion among the City Council and staff included discussion of dust control as it relates to Valley Fever, biological issues, biological mitigation fees, grading the land in 5-acre portions as opposed to grading the entire project at once; discussion of sheep grazing on the site, and testing of microorganisms in the ground. Additionally, discussion took place regarding funding available for addressing COPD in the Antelope Valley; the Mayor requested staff work with IBEW, AVAQMD, and sPower to contact National Jewish Hospital in Denver, Colorado for a protocol to look at COPD in our area. Discussion took place regarding enforcement of CUP's with required landscape and the associated completion dates.

Speaking in favor of this item:

Yolita Dines

Patrick Gorham

Michelle Flanagan

Don Newton

John Dewar

Joseph Sullivan

Kathy MacLaren

Garret Bean representing sPower discussed implementing best practices to arrive at a solution to the issues raised by the speakers at the meeting.

Speaking in opposition of this item:

Jacqueline Ayer

Judith Fuentes

Merrylou Nelson

Mayor Parris requested a brief recess at this time

Mayor Parris reconvened the meeting at 7:17 p.m.

Harry Redenbaugh

Sherri Myers

Seffi Toneman

Melissa Guevara

Aria Pakatchi

David Hall

Alan Carley

Ellie Lyons

Joshua Murphy

Linda Four

Winnie Murphy

Speaking with a neutral position regarding this item:

Paul Henreid

LANCASTER CITY COUNCIL/ SUCCESSOR AGENCY/
FINANCING/POWER AUTHORITY

MINUTES

March 14, 2017

CPH 1. APPEALS OF PLANNING COMMISSION DECISIONS CONTINUED...

Additional discussion among the City Council and staff included discussion of taking a phased approach to the project and working with Los Angeles County and sPower to provide lower electricity rates through offering citizens living in Antelope Acres to be a part of LCE. Discussion also took place regarding receiving a progress report from the group of people being put together to address the issues discussed at this meeting.

Mayor Parris closed the Public Hearing

On a motion by Council Member Mann and seconded by Council Member Underwood-Jacobs, the City Council adopted **Resolution No. 17-08**, upholding the Planning Commission decision and approving Conditional Use Permit No. 16-02a and Conditional Use Permit No. 16-02b, by the following vote: 5-0-0-0; AYES: Malhi, Mann, Underwood-Jacobs, Crist, Parris; NOES: None; ABSTAIN: None; ABSENT: None

On a motion by Council Member Mann and seconded by Council Member Underwood-Jacobs, the City Council adopted **Resolution No. 17-09**, upholding the Planning Commission decision and approving Conditional Use Permit No. 16-07a and Conditional Use Permit No. 16-07b, by the following vote: 5-0-0-0; AYES: Malhi, Mann, Underwood-Jacobs, Crist, Parris; NOES: None; ABSTAIN: None; ABSENT: None

Mayor Parris requested a brief recess at this time

Mayor Parris reconvened the meeting at 8:48 p.m.

PH 1. RESOLUTION ESTABLISHING THE FINE AND PENALTY AMOUNT FOR VIOLATIONS OF CHAPTER 5.60 OF THE LANCASTER MUNICIPAL CODE RELATING TO NONMEDICAL MARIJUANA

Mayor Parris opened the Public Hearing.

It was the consensus of the City Council to continue this item until Ordinance No. 1021 is brought back to the City Council.

LANCASTER CITY COUNCIL/ SUCCESSOR AGENCY/
FINANCING/POWER AUTHORITY
MINUTES
March 14, 2017

LANCASTER HOUSING AUTHORITY

No action required at this time.

LANCASTER FINANCING AUTHORITY

No action required at this time.

LANCASTER POWER AUTHORITY

No action required at this time.

CITY MANAGER / EXECUTIVE DIRECTOR ANNOUNCEMENT

A video showcasing the upcoming LA County Airshow was shown.

CITY CLERK / AGENCY/ AUTHORITY SECRETARY ANNOUNCEMENT

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

PUBLIC BUSINESS FROM THE FLOOR - NON-AGENDIZED ITEMS

Addressing the City Council at this time:

Michele Starkey – discussed issues in a specific mobile home park located in the City.

Kimberly Clarkson – thanked Lee D’Errico and Allison Burns for the work they’ve done and discussed a specific mobile home park located in the City.

Fran Sereseres – discussed the LA County Senior Center expansion.

David Paul – discussed the help the City Council was able to provide to the people at the meeting this evening and the Library’s bi-annual book sale.

COUNCIL / AGENCY COMMENTS

ADJOURNMENT

Mayor Parris adjourned the meeting at 9:04 p.m. and stated the next City Council meeting will be held on Tuesday, March 28, 2017 at 5:00 p.m.

LANCASTER CITY COUNCIL/ SUCCESSOR AGENCY/
FINANCING/POWER AUTHORITY

MINUTES

March 14, 2017

PASSED, APPROVED and ADOPTED this 28^h day of March, 2017, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

APPROVED:

BRITT AVRIT, MMC
CITY CLERK
AGENCY/AUTHORITY SECRETARY

R. REX PARRIS
MAYOR/CHAIRMAN

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

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

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

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

(seal)

STAFF REPORT
City of Lancaster

CC 2
03/28/17
MVB

Date: March 28, 2017
To: Mayor Parris and City Council Members
From: Pam Statsmann, Finance Director
Subject: **Check Registers – February 19, 2017 through March 04, 2017**

Recommendation:

Approve the Check Registers as presented.

Fiscal Impact:

\$ 5,084,084.80 as detailed in the Check Registers.

Background:

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

Check Nos.:	7385939 - 7386230	\$ 3,853,411.13
ACH/wire Check Nos.:	101009778 – 101009787	<u>\$ 1,230,673.67</u>
		\$ 5,084,084.80
Voided Check No.:	7385964, 7386081, 7386109	
Voided ACH/wire No.:	N/A	

PS:lm

Attachments:

Check Register
ACH/wire Register

City of Lancaster Check Register



From Check No.: 7385939 - To Check No.: 7386230
 From Check Date: 02/19/2017 - To Check Date: 03/04/2017

Printed: 3/6/2017 14:53

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
7385939	07986	SATHER, DANIELLE Y	SPECIAL EVENTS OVERTIME	1,514.41	101 4820104	1,514.41
7385940	03672	A T & T	12/16-TELEPHONE SERVICE	13.94	402 4650651	13.94
7385941	00107	A V PRESS	01/17-ADVERTISING	1,510.00	331 4755785	1,510.00
7385942	00107	A V PRESS	01/17-SHOP MORE/NET ADS/RACKS	1,624.50	101 4305205	1,624.50
7385943	00107	A V PRESS	01/17-ADVERTISING	8,096.67	101 4110263	2,349.38
					101 4782263	5,225.70
					306 4542770	260.80
					306 4542771	260.79
				<u>8,096.67</u>		<u>8,096.67</u>
7385944	00163	AMERICAN PUBLIC WORKS ASSN	GN-APWA MEMBERSHIP RNWL	237.50	480 4755206	237.50
7385945	07983	AVI MMK MANAGEMENT INC	RFND-SECURITY DEPOSIT PM64924	1,300.00	101 2503000	1,300.00
7385946	01708	BLUE CROSS OF CALIFORNIA	03/17 RETIREE HEALTH INSURANCE	40,386.81	101 2166110	958.66
					109 1101000	39,428.15
				<u>40,386.81</u>		<u>40,386.81</u>
7385947	C2060	CA WATER SERVICE COMPANY	01/09/17-02/13/17 WATER SVC	616.34	482 4636654	616.34
7385948	03450	COSTCO	AIR-BVRGS/SNCKS/TARPS/PLTS	244.88	101 4820251	244.88
7385949	06803	DEPT OF CONSUMER AFFAIRS	SC-ENG'NEERING LICENSE RNWL FEE	115.00	101 4761206	115.00
7385950	07151	ELEGANT AFFAIRS	ZELDAS-CRDT CD TPS-02/09-12/17	381.35	402 2176000	381.35
7385951	07151	ELEGANT AFFAIRS	ZELDAS-BARTENDERS-02/02-12/17	1,741.75	402 4652308	1,741.75
7385952	02108	FRANCHISE TAX BOARD	TAX WITHHOLDING ORDER	100.00	101 2159000	100.00
7385953	02108	FRANCHISE TAX BOARD	TAX WITHHOLDING ORDER	155.00	101 2159000	155.00
7385954	07369	FRONTIER COMMUNICATIONS CORP	01/25-02/24/17 TELEPHONE SVC	565.65	101 4633651	565.65
7385955	07597	GUARDIAN LIFE INSURANCE CO	03/17 EMPLOYEE LIFE INSURANCE	8,055.59	101 2166200	(81.37)
					101 2166200	(52.46)
					101 2166200	0.53
					101 2166200	16.00
					101 2166200	4,363.39
					101 2166300	(10.16)
					101 2166300	(6.56)
					101 2166300	0.07

City of Lancaster Check Register



From Check No.: 7385939 - To Check No.: 7386230
 From Check Date: 02/19/2017 - To Check Date: 03/04/2017

Printed: 3/6/2017 14:53

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
					101 2166300	2.00
					101 2166300	546.57
					101 2170215	0.42
					101 2170215	12.60
					101 2170215	17.96
					101 2170215	31.07
					101 2170215	3,215.53
				8,055.59		8,055.59
7385956	07987	JAGHASBANIAN, TAMAR	RFND-PARKING DEV FEE-1605610	2,534.00	227 3201100	2,534.00
7385957	01550	KAISER FOUNDATION HEALTH PLAN	03/17 COBRA HEALTH INSURANCE	523.37	101 2166130	523.37
7385958	01550	KAISER FOUNDATION HEALTH PLAN	03/17 RETIREE HEALTH INS	14,862.49	109 1101000	14,862.49
7385959	1296	L A CO CLERK-ENVIRO FILINGS	NOD:SITE PLAN REVIEW 16-07	75.00	101 4782361	75.00
7385960	1296	L A CO CLERK-ENVIRO FILINGS	NOE:SITE PLAN REVIEW 16-06	75.00	101 4782361	75.00
7385961	D3448	L A CO SHERIFF'S DEPT	FILE #3631104150058	125.00	101 2159000	125.00
7385962	1215	L A CO WATERWORKS	11/09/17-12/14/17 WATER SVC	16,855.61	101 4631654	2,205.56
					101 4633654	275.96
					101 4634654	4,202.08
					101 4636402	278.11
					203 4636654	5,262.94
					482 4636654	4,630.96
				16,855.61		16,855.61
7385963	07985	NIU YEUCONG	RFND-PARKING CIT #30007491	38.00	101 3310200	38.00
7385964		VOID				
7385965	03154	SO CA EDISON	01/09/17-02/08/17 ELECTRIC SVC	1,177.24	203 4636652	48.57
					482 4636652	1,090.25
					484 4755652	38.42
				1,177.24		1,177.24
7385966	03154	SO CA EDISON	01/05/17-02/15/17 ELECTRIC SVC	2,731.35	101 4633652	24.36
					203 4636652	24.40
					480 4755652	393.53
					482 4636652	349.57
					483 4785652	186.99
					483 4785660	134.96
					484 4755652	138.47
					485 4755652	1,479.07
				2,731.35		2,731.35
7385967	A1393	TEAMSTERS LOCAL 911	02/17 UNION DUES	3,983.00	101 2157000	3,983.00
7385968	D1059	THE LEMON LEAF CAFE	PRESS CONF-CATERING-01/23/17	2,175.11	101 4540340	2,175.11

City of Lancaster Check Register



From Check No.: 7385939 - To Check No.: 7386230
 From Check Date: 02/19/2017 - To Check Date: 03/04/2017

Printed: 3/6/2017 14:53

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
7385969	C2555	TIME WARNER CABLE	12/26/16-01/25/17 WIRELESS RTR	6.00	402 4650651	6.00
7385970	C2555	TIME WARNER CABLE	02/14-03/13/17 BROADBAND SVC	144.99	101 4820651	144.99
7385971	C4971	UNITED STATES TREASURY	LEVY PROCEEDS	50.00	101 2159000	50.00
7385972	01885	3 T EQUIPMENT CO	T HANDLE MANHOLE HOOKS(6)	510.31	480 4755208	510.31
7385973	C0077	A V E K	02/17-BACTERIOLOGICAL TESTS(2) NSC-02/17-BACTERIOLOGICAL TEST	46.00 20.00 <u>66.00</u>	485 4755301 101 4635301	46.00 20.00 <u>66.00</u>
7385974	03854	A V JANITORIAL SUPPLY	PBP-T PPR/SCREEN/CN LNR/CLNR	776.08	101 4631403	776.08
7385975	02357	A V TRANSIT AUTHORITY	JAN 17-ANNUAL SENIOR PASSES	1,750.00	204 4330770 207 4330301 <u>1,750.00</u>	875.00 875.00 <u>1,750.00</u>
7385976	07637	ABAIED, KATHLEEN	KA-PR DM-ANAHEIM-02/12-15/17	224.00	101 4320256	224.00
7385977	07489	ACCESSO SHOWARE	PAC-12/16-TICKET SALES PAC-01/17-TICKET SALES	(723.30) 2,338.80 <u>1,615.50</u>	402 4650302 402 4650302	(723.30) 2,338.80 <u>1,615.50</u>
7385978	05265	ALTMAN PLANTS	OMP-FLOWERS(66 FLATS)	538.31	101 4634265	538.31
7385979	D1663	AMERICAN IRON WORK	LMS-HELMET RACK METAL	895.00	101 4632402	895.00
7385980	D3147	AMERICAN PLUMBING SERVICES,INC	NSC-CLEAR DRAIN CLOG RDP-CLEAR SEWER BLOCKAGE	95.00 95.00 <u>190.00</u>	101 4635301 101 4634301	95.00 95.00 <u>190.00</u>
7385981	04190	AMERIPRIDE SERVICES	UNIFORM CLEANINGS ZELDAS-LINEN RENTALS UNIFORM CLEANINGS	50.54 109.30 57.20 <u>217.04</u>	101 4753209 402 4652251 101 4753209	50.54 109.30 57.20 <u>217.04</u>
7385982	02693	ANDY GUMP, INC	RDP-FENCE RNTL-01/27-02/23/17 HP-FENCE RENTAL-01/12-02/08/17	33.28 240.23 <u>273.51</u>	101 4634602 101 4634402	33.28 240.23 <u>273.51</u>
7385983	05179	ARAMARK UNIFORM SVCS	UNIFORM CLEANINGS UNIFORM CLEANINGS	125.87 123.52 <u>249.39</u>	480 4755209 480 4755209	125.87 123.52 <u>249.39</u>
7385984	06992	BREMER WHYTE BROWN & O'MEARA	CLAIM #020-15/CLGL-1334A1 CLAIM #062-15/CLGL-0002A2 CLAIM #062-15A/CLGL-0003A2 CLAIM #048-15/CLGL-0004A2	92.91 1,332.80 1,223.20 666.80 <u>3,315.71</u>	109 4330300 109 4330300 109 4330300 109 4330300	92.91 1,332.80 1,223.20 666.80 <u>3,315.71</u>

City of Lancaster Check Register



From Check No.: 7385939 - To Check No.: 7386230
 From Check Date: 02/19/2017 - To Check Date: 03/04/2017

Printed: 3/6/2017 14:53

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
7385985	04142	BRINKS INC	CH-02/17-TRANSPORTATION SVCS	179.14	101 3501110	179.14
7385986	C7114	BRUIN GEOTECHNICAL SVCS INC	PDW-ENVIRONMNTL SITE ASSESSMNT	1,950.00	224 3201100	1,950.00
7385987	05129	C P S CARE PEST SOLUTIONS	LMS-01/17 PEST CONTROL	250.00	101 4632301	250.00
7385988	06248	DARYL'S PLUMBING	44912 ANDALE-SINK/PIPE REPAIRS 43702 FOXTON-WATR HEATR REPAIR	165.00 890.00 <u>1,055.00</u>	363 4542770 363 4542770	165.00 890.00 <u>1,055.00</u>
7385989	00432	DEPT OF JUSTICE	01/17-FINGERPRINT APPS	444.00	101 4320301	444.00
7385990	A0925	DESERT HAVEN ENTERPRISES	01/17-NSP1 MONTHLY SERVICE 01/17-567 JACKMAN-MAINTENANCE	224.72 224.72 <u>449.44</u>	363 4542770 306 4542682	224.72 224.72 <u>449.44</u>
7385991	00414	DESERT LOCK COMPANY	CDR ST-LOCKS/REKEY CH-DOOR HINGES	280.11 32.63 <u>312.74</u>	101 4651403 101 4633403	280.11 32.63 <u>312.74</u>
7385992	06150	DIRECTV	MOAH-01/17-BUSINESS INFO	46.99	101 4315651	46.99
7385993	D0733	DRY LAKE TRUCKING INC	SNOW CONTROL	1,031.20	203 4752410	1,031.20
7385994	06857	ENTERTAINMENTMAX, INC	COMMISSION-PEDAL PUNK-01/11/17 COMMISSION-BUBBLE SHW-03/03/17	1,500.00 400.00 <u>1,900.00</u>	402 4650318 402 4650318	1,500.00 400.00 <u>1,900.00</u>
7385995	06380	EWING IRRIGATION PRODUCTS, INC	LMS-TURFACE(120 BAGS) LMS-TURFACE(120 BAGS)	1,781.33 1,781.33 <u>3,562.66</u>	101 4632404 101 4632404	1,781.33 1,781.33 <u>3,562.66</u>
7385996	D3240	FASTENAL COMPANY	RESPIRATORS/FILTERS/CARTRIDGES VAPOR FILTERS(2)	272.26 61.14 <u>333.40</u>	482 4752502 482 4752502	272.26 61.14 <u>333.40</u>
7385997	00617	FEDERAL EXPRESS CORPORATION	EXPRESS MAILINGS	81.84	101 4400212 101 4680225 101 4782212 <u>81.84</u>	35.60 23.69 22.55 <u>81.84</u>
7385998	D1793	FISH WINDOW CLEANING	MOAH-WINDOW CLEANING	985.00	101 4633301	985.00
7385999	03430	GRAINGER	BATTERY/CHARGER	223.08	101 4753402	223.08
7386000	D3912	GREEN CHARGE NETWORKS	MOAH-12/16-ELECTRIC SVC	151.08	101 4633652	151.08
7386001	C9535	HILLYARD/LOS ANGELES	CAN LINER/PAPER TOWELS	822.83	101 4633406	822.83
7386002	00828	HINDERLITER, DELLAMAS & ASSOC	3RD QTR 2016-SALES TAX	1,525.83	101 4310304	1,525.83

City of Lancaster Check Register



From Check No.: 7385939 - To Check No.: 7386230
 From Check Date: 02/19/2017 - To Check Date: 03/04/2017

Printed: 3/6/2017 14:53

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
7386003	A5481	INTERN'L DOWNTOWN ASSOCIATION	16/17 VALUE OF DOWNTOWNS PRJCT	5,000.00	101 4540340	5,000.00
7386004	01419	JOHNSTONE SUPPLY	PAC-THERMOSTAT/GUARD OMP-FLOAT SWITCH	336.07 75.23 <u>411.30</u>	402 4650402 101 4634403	336.07 75.23 <u>411.30</u>
7386005	06131	KINETIC BREWING COMPANY	ZELDAS-BEVERAGES	84.00	402 4652251	84.00
7386006	C7873	LANCASTER AUTO MALL ASSOC	02/17-AUTO MALL SIGN EXPENSES	930.67	101 4540340	930.67
7386007	1203	LANCASTER PLUMBING SUPPLY	BEARING ASSEMBLY PUMP IMPELLER CH-BOILR GS/HMMR ARRSTR/ADPTRS	349.21 358.44 79.62 <u>787.27</u>	101 4633403 101 4633403 101 4633403	349.21 358.44 79.62 <u>787.27</u>
7386008	D3426	LAW OFFICES CHRISTOPHER RAMSEY	CLAIM #023-14/A/CLGL-1330A1 CLAIM #024-15/CLGL-0010A1 CLAIM #021-15/CLGL-1372A1	4,294.00 2,348.00 2,034.00 <u>8,676.00</u>	109 4330300 109 4330300 109 4330300	4,294.00 2,348.00 2,034.00 <u>8,676.00</u>
7386009	C8380	MC CORMICK ELECTRIC & CONST	AHP-LIGHTING REPAIRS INCUBATOR UNIT H REPAIRS	110.00 14,740.00 <u>14,850.00</u>	101 4631301 101 4636402	110.00 14,740.00 <u>14,850.00</u>
7386010	C1198	MC PHERSON CONSULTING	CDR ST-KEYPAD TRBLSHT/REPAIRS	300.00	101 4651402	300.00
7386011	07662	MEDLIN JR, RICK A	ZELDAS-PERF-MUSIC-02/16/1	170.00	402 4652251	170.00
7386012	02270	MELDON GLASS	CH-DOOR HINGES(3)	37.00	101 4633403	37.00
7386013	D3578	MINUTEMAN PRESS	NSC-PLAN COPIES(2) LCE-00N1 WEEK 70 NOTICES LCE-00N2 WEEK 70 NOTICES	4.83 242.59 82.38 <u>329.80</u>	101 4635403 490 4370213 490 4370213	4.83 242.59 82.38 <u>329.80</u>
7386014	D1105	MONTERO, MAYRA	MM-PR DM-ANAHEIM-02/12-15/17	224.00	101 4320256	224.00
7386015	07980	MOORE, JACK T	CH-TREADMILL REPAIRS	837.51	101 4633301	837.51
7386016	D1167	MUNICIPAL CODE CORPORATION	WEBSITE UPDATE/GRAPHICS	2,972.25	101 4110360	2,972.25
7386017	C9177	MUNISERVICES, LLC	SALES/USE TAX-ENDING 09/30/16	884.05	101 4310304	884.05
7386018	06543	MURREN, JAMES	01/17-ADMIN HEARINGS	50.00	101 4810301	50.00
7386019	D1296	N B S	LEGISLATIVE CONSULTING SVCS	1,683.75	101 4400301	1,683.75
7386020	06148	NIK-O-LOK, INC	02/17-MONTHLY COIN LOCK LEASE	39.00	101 4633403	39.00
7386021	06513	ODYSSEY POWER	GENERATOR SILVER AGREEMENT	730.00	480 4755402	730.00

City of Lancaster Check Register



From Check No.: 7385939 - To Check No.: 7386230
 From Check Date: 02/19/2017 - To Check Date: 03/04/2017

Printed: 3/6/2017 14:53

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
7386022	03762	OFFICE DEPOT	TAPE/PENS/PADS/PAPER/MAGNET FILE POCKETS	52.83 92.64 <u>145.47</u>	101 4782259 101 4782259	52.83 92.64 <u>145.47</u>
7386023	05741	P P G ARCHITECTURAL FINISHES	LMS-PAINT/PAIL/LNR/SPNGS/HNDL PAINT/HARDHATS/RLLR FRMES/RAGS PAINT NSC-PAINT PBP-PAINT PAINT DROPS/PAINT/RAGS/LINER/TRAYS AC PUMP REPAIR KIT	245.34 985.26 274.05 1,110.56 255.81 29.88 310.61 165.07 <u>3,376.58</u>	101 4632404 203 4752502 203 4752502 101 4635404 101 4631404 203 4752502 203 4752502 203 4752502	245.34 985.26 274.05 1,110.56 255.81 29.88 310.61 165.07 <u>3,376.58</u>
7386024	C3613	PACIFIC ENVIRONMENTAL	ASBESTOS INSPECTION-240 E J12	450.00	363 4542770	450.00
7386025	05602	PETROLEUM EQUIPMENT CONST SRV:	ALARM INTERSTITL PRBE RPLCMNT 01/17-DESIGNATED OPERATOR INSP	624.11 467.56 <u>1,091.67</u>	101 4753402 101 4753402	624.11 467.56 <u>1,091.67</u>
7386026	03249	PRAXAIR DISTRIBUTION, INC	NOZZLES(25)	187.48	101 4753405	187.48
7386027	07287	PRINTING BOSS	SIGNS(12)	1,080.36	101 4641251	1,080.36
7386028	04361	PROTECTION ONE	LMS-02/17-ELEVATOR MONITORING	33.77	101 4632402	33.77
7386029	06316	R & R INDUSTRIES, INC	SAFETY SHIRTS(9)	319.54	483 4755209	319.54
7386030	07629	RAFTELIS FINANCIAL CONSULTANTS	01/17-SANITARY SEWER RATE SVCS	1,155.00	480 4755301	1,155.00
7386031	05943	ROBERTSON'S	CONCRETE CONCRETE CONCRETE	162.60 584.34 1,544.73 <u>2,291.67</u>	203 4752410 203 4752410 203 4752410	162.60 584.34 1,544.73 <u>2,291.67</u>
7386032	D3947	S G A CLEANING SERVICES	LMS-RPR CEILING TILES/LIGHTS	630.00	101 4632402	630.00
7386033	03962	SAFETY KLEEN	PUMP OUT TRACTION SEAL TANK HAZ WASTE PARTS WASHER	7,783.00 140.44 <u>7,923.44</u>	101 4306301 101 4753657	7,783.00 140.44 <u>7,923.44</u>
7386034	A8260	SAGE STAFFING	SJ-CAP ENG STFF-01/30-02/03/17 PBLIC SFTY STFF-01/30-02/03/17	465.00 1,417.40 <u>1,882.40</u>	203 12ST034924 101 4820301	465.00 1,417.40 <u>1,882.40</u>
7386035	06664	SEA SUPPLY	NSC-GLOVES/SEAT CVRS/TP/SOAP	1,301.92	101 4635406	1,301.92
7386036	D2568	SEQUOIA PACIFIC SOLAR I, LLC	CH-01/17(44666.4 KWH) MTNC YD-01/17(26506.32 KWH) OMP-01/17(13320.72 KWH)	4,466.64 2,650.63 1,332.07	101 4633652 101 4633652 101 4634652	4,466.64 2,650.63 1,332.07

City of Lancaster Check Register



From Check No.: 7385939 - To Check No.: 7386230
 From Check Date: 02/19/2017 - To Check Date: 03/04/2017

Printed: 3/6/2017 14:53

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
			PAC-01/17(17514.08 KWH)	1,751.41	402 4650652	1,751.41
			LMS-01/17(24909.6 KWH)	2,490.96	101 4632652	2,490.96
				<u>12,691.71</u>		<u>12,691.71</u>
7386037	1894	SIGNS & DESIGNS	CHAMBER SIGNS/NAMEPLATE	104.40	101 4100259	104.40
			GN-FACEPLATE	13.05	203 4752253	13.05
			TN-FACEPLATE	13.05	251 4783253	13.05
				<u>130.50</u>		<u>130.50</u>
7386038	01816	SMITH PIPE & SUPPLY INC	LMS-HAND PUMPS(2)	110.82	101 4632404	110.82
			PBP-PRIMER/CEMENT/BSHNGS/PVC	127.73	101 4631404	127.73
			OMP-VALVE/PVC ADAPTERS	57.77	101 4634404	57.77
				<u>296.32</u>		<u>296.32</u>
7386039	04688	SPARKLETT'S	WATER(11-24PKS)	106.26	101 4100205	106.26
7386040	06429	STANTEC CONSULTING SRVCS INC	CP13023-AV I/10W-INTRRCTN SVCS	10,736.97	209 16ST007924	10,736.97
7386041	D3733	STOTZ EQUIPMENT	OMP-MOWER DECK RPR-EQ5611	221.51	101 4635207	221.51
			LMS-REPAIR PARTS-EQ5791	450.22	101 4632207	450.22
				<u>671.73</u>		<u>671.73</u>
7386042	05590	STUDIO EQUIPMENT RENTALS INC	LIFT RENTAL-12/20/16	900.00	402 4650602	900.00
			GOLF CRT RENTAL-01/28-02/12/17	2,150.00	101 4660602	2,150.00
			LIFT RENTAL-02/15/17	100.00	101 4646602	100.00
				<u>3,150.00</u>		<u>3,150.00</u>
7386043	06220	T R C SOLUTIONS, INC	CP13018-AVE K/SR14 INTERCHANGE	31,173.56	210 15BR004924	31,173.56
7386044	D3099	TELEPACIFIC COMMUNICATIONS	02/17-TELEPHONE SERVICE	11,224.84	101 4315651	11,224.84
7386045	C5522	THOMSON REUTERS-WEST PMT CENT	01/17 INFORMATION CHARGES	469.35	101 4400301	469.35
			01/17 INFORMATION CHARGES	779.11	101 4545301	779.11
				<u>1,248.46</u>		<u>1,248.46</u>
7386046	A7308	THREE ROSES CATERING	PAC-CATERING-01/11/17	165.00	402 4650257	165.00
7386047	2003	TIP TOP ARBORISTS, INC	VARIOUS TREE TRIMMINGS/REMOVAL	2,301.00	203 4636267	2,301.00
			01/17-TREE TRIMMING/REMOVAL	16,582.00	101 4634267	16,582.00
			01/17-LLMD-TREE MTNC	1,095.00	483 4636267	1,095.00
			01/17-LBP-TREE TRIMMING	20,449.00	482 4636401	20,449.00
				<u>40,427.00</u>		<u>40,427.00</u>
7386048	07593	TROISE, LORI	LT-REIMB-LINENS FOR PAC	272.41	402 4650251	272.41
7386049	D4104	TROUTMAN SANDERS LLP	12/16-2014 RFI/RFP SERVICES	2,845.00	490 4370303	2,845.00
7386050	02977	TURBO DATA SYSTEMS INC	01/17-PARKNG CITATN PROCESSING	6,383.44	101 4810301	6,383.44
			01/17-ADMIN CITATN PROCESSING	1,798.75	101 4310301	1,798.75
				<u>8,182.19</u>		<u>8,182.19</u>

City of Lancaster Check Register



From Check No.: 7385939 - To Check No.: 7386230

From Check Date: 02/19/2017 - To Check Date: 03/04/2017

Printed: 3/6/2017 14:53

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
7386051	A7515	U S BANK	12/16-ADMIN FEE	198.46	101 4310301	198.46
7386052	C4011	UNITED RENTALS	BOOM RENTAL-01/24/17	711.71	101 4633602	711.71
			BOOM RENTAL-01/24/17	352.11	101 4633602	352.11
				<u>1,063.82</u>		<u>1,063.82</u>
7386053	05551	UNITED SITE SRVCS OF CA,SO DIV	FENCE RENTAL-01/27-02/23/17	60.90	101 4633602	60.90
7386054	D3370	VERIZON WIRELESS	01/17-WIRELESS SERVICE	2,020.45	101 4315651	2,020.45
7386055	04496	VULCAN MATERIAL WESTERN DIV	COLD MIX	118.10	203 4752410	118.10
			COLD MIX	909.80	203 4752410	909.80
			COLD MIX	1,189.18	203 4752410	1,189.18
			COLD MIX	784.20	203 4752410	784.20
				<u>3,001.28</u>		<u>3,001.28</u>
7386056	06146	W A THOMPSON DISTRIBUTING CO	CREDIT-KEG RETURN(2)	(60.00)	402 4652251	(60.00)
			PAC/ZELDAS-BEVERAGES	445.30	402 4650251	390.40
					402 4652251	54.90
				<u>385.30</u>		<u>385.30</u>
7386057	06209	WAGEWORKS	01/17-FSA ADMIN FEES	450.32	101 2170213	38.97
					101 2170213	387.61
					101 2170214	23.74
				<u>450.32</u>		<u>450.32</u>
7386058	31026	WAXIE SANITARY SUPPLY	OMP-BLEACH/TP/PPR TWLS/ST CVRS	1,065.74	207 4634406	1,065.74
			TOILET PAPER/AIR FRESHNER	559.33	101 4633406	559.33
				<u>1,625.07</u>		<u>1,625.07</u>
7386059	1994	WAYPOINT ANALYTICAL	OMP-SOIL TESTS	305.60	101 4634301	305.60
7386060	D0578	WEST SIDE EQUIPMENT RENTALS	OMP-ROTO TILLER RNTL-02/09/17	105.00	101 4634602	105.00
			HP-ROTO TILLER RENTAL-02/10/17	40.00	101 4634602	40.00
				<u>145.00</u>		<u>145.00</u>
7386061	D2896	WHITE NELSON DIEHL EVANS LLP	FY15/16-INTERIM AUDIT	10,073.00	101 4310304	10,073.00
7386062	07988	WILSON, CHARISSE	CW-LDGNG-LONG BEACH-1/23-24/17	208.23	101 4310201	208.23
7386063	04053	WITT'S PRINT & OFFICE SUPPLY	PLANNERS/CALENDARS	109.17	101 4310259	109.17
			NOTEBOOKS/DESK PAD	51.30	101 4310259	51.30
			NOTEBOOK/PLANNERS(3)	51.19	101 4310259	51.19
			CALENDARS/PLANNERS	129.51	101 4620259	129.51
			NOTEBOOKS(4)	92.74	101 4640259	92.74
			NOTEBOOKS(2)	46.37	101 4660259	46.37
			DESK PAD	8.82	101 4620259	8.82
			PLANNER	18.80	101 4310259	18.80
				<u>507.90</u>		<u>507.90</u>

City of Lancaster Check Register



From Check No.: 7385939 - To Check No.: 7386230
 From Check Date: 02/19/2017 - To Check Date: 03/04/2017

Printed: 3/6/2017 14:53

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
7386064	D3193	YORK RISK SERVICES GROUP, INC	LIABILITY CLAIMS-01/17-12/17	38,982.14	109 4330300	38,982.14
7386065	01708	BLUE CROSS OF CALIFORNIA	03/17 EMPLOYEE HEALTH INS	118,087.68	101 2166110 101 2166110 101 2166110 101 2166120 109 1101000	(1,768.92) (884.46) 81,476.33 29,126.07 10,138.66
				<u>118,087.68</u>		<u>118,087.68</u>
7386066	01550	KAISER FOUNDATION HEALTH PLAN	03/17 EMPLOYEE HEALTH INS	188,862.62	101 2166130 101 2166130 101 2166130	612.33 1,046.74 187,203.55
				<u>188,862.62</u>		<u>188,862.62</u>
7386067	03527	L A CO FIRE DEPT	FIRE IMPCT FEE-FY16/17 2ND QTR	299,090.98	101 2174000 101 3501100 101 3614100	314,336.40 496.21 (15,741.63)
				<u>299,090.98</u>		<u>299,090.98</u>
7386068	1214	L A CO SHERIFF'S DEPT	01/17 LAW ENFORCEMENT SVCS	2,017,080.50	101 4820354 101 4820357	1,846,758.88 170,321.62
				<u>2,017,080.50</u>		<u>2,017,080.50</u>
7386069	06344	AERO VIEW LLC	03/17-LEAPS SERVICES	89,991.00	101 4820301	89,991.00
7386070	06606	SARGENT TOWN PLANNING INC	PROFESSIONAL SVC-10/29-2/03/17	66,359.75	101 15ST058924	66,359.75
7386071	1916	STRADLING,YOCCA,CARLSON,RAUTH	12/16-LEGAL SERVICES 12/16-LEGAL SERVICES	550.00 45,367.51	490 4370303 101 4400303 101 4400303 101 4400303 101 4400303 101 4400303 101 4400303 101 4400303 101 4400303 101 4400303 490 4370303 811 4100303 830 4300303 833 4300303 833 4300303 991 4540303 490 4370303 101 4400303	550.00 137.50 275.00 409.20 516.40 815.10 2,132.70 2,791.10 13,624.10 22,466.71 1,796.70 21.00 156.80 57.60 57.60 110.00 165.00 7,934.00
			12/16-LEGAL SERVICES 12/16-LEGAL SERVICES	165.00 7,934.00	490 4370303 101 4400303	165.00 7,934.00
				<u>54,016.51</u>		<u>54,016.51</u>
7386072	05834	VENCO WESTERN, INC	01/17-PERIMETER AREAS MTNC 01/17-LMD MAINTENANCE 01/17-LBP-LANDSCAPE MTNC	24,448.14 43,217.02 3,626.23	203 4636264 482 4636402 101 4635402	24,448.14 43,217.02 3,626.23

City of Lancaster Check Register



From Check No.: 7385939 - To Check No.: 7386230
 From Check Date: 02/19/2017 - To Check Date: 03/04/2017

Printed: 3/6/2017 14:53

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
				71,291.39		71,291.39
7386073	D4159	SO CA EDISON	SETTLEMENT CLAIM 63-16	5,443.35	109 4330300	5,443.35
7386074	D1507	A B C-ALCOHOL BEVERAGE CONTROL	PF-FOOD/BVRGE PRMT-04/22-23/17	100.00	101 4682222	100.00
7386075	03672	A T & T	02/17-TELEPHONE SERVICE	13.95	402 4650651	13.95
7386076	03672	A T & T	02/07-03/06/17 TELEPHONE SVC	1,308.60	101 4820651	1,308.60
7386077	C4539	CA ARCHITECTS BOARD	CE-ARCHITECT LICENSE RENEWAL	300.00	251 4783206	300.00
7386078	D1872	CA WATER ENVIRONMENTAL ASSN	ML-CWEA MEMBERSHIP RENEWAL	88.00	101 4320311	88.00
7386079	D1872	CA WATER ENVIRONMENTAL ASSN	RW-CWEA MEMBERSHIP RENEWAL	172.00	101 4320311	172.00
7386080	07367	DEPT OF MOTOR VEHICLES	2017-CA VEHICLE CODE BOOKS(7)	117.14	101 4785206	117.14
7386081		VOID				
7386082	07151	ELEGANT AFFAIRS	ZELDAS-CRDT CD TPS-02/16-18/17	259.98	402 2176000	259.98
7386083	07997	GILBERT, VANCE A	PERF-VANCE GILBERT-03/04/17	500.00	402 4650318	500.00
7386084	07995	HARTLAND PROPERTIES LP	RFND-DUPLICATE INSPECTION FEE	103.00	101 3102401	103.00
7386085	1296	L A CO CLERK-ENVIRO FILINGS	NOA:CONDITIONL USE PERMT 16-08	75.00	101 4782361	75.00
7386086	1296	L A CO CLERK-ENVIRO FILINGS	NOD:TENTATIVE TRACT MAP 73344	75.00	101 4782361	75.00
7386087	D2652	L A CO REGISTRAR-RECORDER	ACCEPTANCE AFFIDAVIT-CUP 16-06	21.00	101 4782361	21.00
7386088	1215	L A CO WATERWORKS	12/12/16-02/15/17 WATER SVC	3,379.54	203 4636654 363 4542771 482 4636654	424.40 85.64 2,869.50
				<u>3,379.54</u>		<u>3,379.54</u>
7386089	D2287	LANCASTER CODE ENFRMNT ASSN	UNION DUES-PP 04-2017	300.00	101 2171000	300.00
7386090	A2073	LANCASTER PERF ARTS CNTR FNDTN	SPEAKEASY DONATION-BLACKJACK	487.50	101 2102600 101 4643235	500.00 (12.50)
				<u>487.50</u>		<u>487.50</u>
7386091	A7221	P E R S LONG TERM CARE PROGRAM	LONG TERM CARE PREM-PP 04-2017	2,171.87	101 2170200	2,171.87
7386092	07993	ROBCO ENTERPRISES INC	RFND-RESIDNTL PLUMBING PRMT	62.00	251 3201102	62.00
7386093	03154	SO CA EDISON	01/13/17-02/24/17 ELECTRIC SVC	5,826.75	101 4632652 101 4633652 101 4636402 203 4636652	1,660.39 3,169.15 44.71 93.60

City of Lancaster Check Register



From Check No.: 7385939 - To Check No.: 7386230
 From Check Date: 02/19/2017 - To Check Date: 03/04/2017

Printed: 3/6/2017 14:53

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
					208 15BW007924	30.57
					363 4542770	25.59
					482 4636652	375.29
					483 4785652	61.26
					483 4785660	139.37
					484 4755652	226.82
				5,826.75		5,826.75
7386094	1907	SO CA GAS COMPANY	01/18/17-02/21/17 GAS SVC	9,721.29	101 4633655	4,069.27
					101 4634655	413.01
					101 4634655	4,793.51
					101 4635655	435.20
					363 4542770	10.30
				9,721.29		9,721.29
7386095	C2555	TIME WARNER CABLE	03/17-TV SERVICE-CITY MANAGER	63.68	101 4200301	63.68
7386096	D1583	UNIVERSITY OF ANTELOPE VALLEY	CPR/FIRST AID(22)-01/10/17	880.00	101 4670251	880.00
7386097	06092	WILLIAM MORRIS ENDEAVOR ENTMNT DEP-GEORGE THOROGOOD-03/05/17		12,500.00	402 4650318	12,500.00
7386098	C9804	A D T SECURITY SERVICES, INC	03/17 ALARM MONITORING	326.00	101 4631301	54.00
					101 4633301	139.00
					101 4634301	27.00
					101 4635301	27.00
					101 4644301	25.00
					402 4650301	54.00
				326.00		326.00
7386099	06043	A V 4-H LEADERS COUNCIL	02/17-CHICKENS INSTRUCTION 02/17-LIVESTOCK INSTRUCTION	79.20 33.60	101 4643308 101 4643308	79.20 33.60
				112.80		112.80
7386100	06576	A V CHEVROLET	SEAL-EQ3831	37.00	203 4752207	37.00
7386101	06931	A V JAPANESE ACADEMY POPPY GAK	02/17-JAPANESE INSTRUCTION 02/17-JAPANESE INSTRUCTION 02/17-JAPANESE INSTRUCTION 02/17-JAPANESE INSTRUCTION 02/17-JAPANESE INSTRUCTION	30.00 84.00 42.00 108.00 72.00	101 4643308 101 4643308 101 4643308 101 4643308 101 4643308	30.00 84.00 42.00 108.00 72.00
				336.00		336.00
7386102	03327	AARON GRAPHICS	MAINTENANCE CARTRIDGES(2)	202.24	101 4310254	202.24
7386103	C7125	ABELL, SUZANN	02/17-QIGONG/TAI CHI INSTRUCTR	576.00	101 4643308	576.00
7386104	05445	ADELMAN BROADCASTING, INC	PAC-02/17 ADS-LOVE & LAUGHTER	240.00	402 4650205	240.00
7386105	06352	AGILITY RECOVERY SOLUTIONS	01/17-READYSUITE 02/17-READYSUITE	440.00 440.00	101 4315302 101 4315302	440.00 440.00
				880.00		880.00

City of Lancaster Check Register



From Check No.: 7385939 - To Check No.: 7386230
 From Check Date: 02/19/2017 - To Check Date: 03/04/2017

Printed: 3/6/2017 14:53

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
7386106	A8728	ALL THINGS ENGRAVABLE	STAND OUT	87.08	101 4680225	87.08
7386107	03085	ALNA ENVELOPE	#10 WINDOW ENVELOPES(30000)	1,016.14	101 4310253	1,016.14
7386108	C8962	ALTA LANGUAGE SERVICES, INC	AE-LISTENING/SPEAKING TEST	62.00	101 4320301	62.00
7386109		VOID				
7386110	C6143	AMERICAN BUSINESS MACHINES	STAPLE CARTRIDGE	131.59	101 4310254	131.59
7386111	D1663	AMERICAN IRON WORK	PAC-FENCE REPAIR	630.00	402 4650301	630.00
7386112	D3147	AMERICAN PLUMBING SERVICES,INC	OMP-WATER HEATER TROUBLESHOOT	95.00	101 4634301	95.00
7386113	04190	AMERIPRIDE SERVICES	ZELDAS-LINEN RENTALS	107.67	402 4652251	107.67
			UNIFORM CLEANINGS	53.01	101 4753209	53.01
				<u>160.68</u>		<u>160.68</u>
7386114	02693	ANDY GUMP, INC	PDW-RSTRM RNTLS-02/13-03/12/17	105.40	101 4634602	105.40
			AHP-FENCE RNTL-01/12-02/08/17	149.55	101 4631602	149.55
				<u>254.95</u>		<u>254.95</u>
7386115	05179	ARAMARK UNIFORM SVCS	UNIFORM CLEANINGS	125.87	480 4755209	125.87
7386116	06738	ASPEN ENVIRONMENTAL GROUP	CP15010-12/16-ENVIRONMNTL SVCS	173.00	210 15ST057924	173.00
7386117	04446	AUTO PROS	SMOG INSPECTION-EQ5500	45.00	101 4783207	45.00
			SMOG INSPECTION-EQ5658	45.00	101 4633207	45.00
				<u>90.00</u>		<u>90.00</u>
7386118	06440	AUTRY, SHAKIRA	02/17-SPORTS OFFICIAL	176.00	101 4641308	176.00
7386119	C4028	AVANT, DEREK	02/17-SPORTS OFFICIAL	140.00	101 4641308	140.00
7386120	C4080	AVRIT, BRITT	BA-PRK/SHTTL-SN JOSE-2/8-10/17	107.00	101 4320256	107.00
7386121	04151	AXES FIRE INC	FIRE CERTIFICATIONS(8)	106.00	101 4545207	10.50
					101 4631207	10.50
					101 4761207	10.50
					101 4783207	10.50
					101 4810207	10.50
					480 4755207	10.50
					480 4755207	10.50
					480 4755207	22.00
					484 4752207	10.50
				<u>106.00</u>		<u>106.00</u>
7386122	A4713	B M I BROADCAST MUSIC INC	PAC-ANNUAL ROYALTIES	1,090.00	402 4650330	1,090.00
7386123	D0879	B'S EMBROIDERY ETC	LMS-UNIFORM EMBROIDERY	378.45	101 4632209	378.45

City of Lancaster Check Register



From Check No.: 7385939 - To Check No.: 7386230
 From Check Date: 02/19/2017 - To Check Date: 03/04/2017

Printed: 3/6/2017 14:53

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
7386124	03485	BAKERSFIELD TRUCK CENTER	SWITCH-EQ3779	109.07	480 4755207	109.07
			WIPER MODULE-EQ3779	143.25	480 4755207	143.25
			SWITCH MANIFOLD-EQ3782	108.65	203 4752207	108.65
				<u>360.97</u>		<u>360.97</u>
7386125	06871	BASKOM, JIMMIE BERNARD	02/17-SPORTS OFFICIAL	88.00	101 4641308	88.00
7386126	06044	BENDER, KRISTINE	02/17-YOGA INSTRUCTOR	144.00	101 4643308	144.00
			02/17-MEDITATION INSTRUCTOR	174.00	101 4643308	174.00
			02/17-YOGA INSTRUCTOR	108.00	101 4643308	108.00
			02/17-YOGA INSTRUCTOR	252.00	101 4643308	252.00
				<u>678.00</u>		<u>678.00</u>
7386127	06699	BOOKER, MELVIN JR	ZELDAS-PERF-MUSIC-02/23/17	200.00	402 4652251	200.00
7386128	07556	BROWN, RYAN C	RB-PR DM-LAS VEGAS-03/07-10/17	224.00	101 4320256	224.00
7386129	06351	C T WEST, INC	TRAFFIC VIDEO CARD	842.81	483 4785461	842.81
7386130	05412	CA SHOPPING CART RETRIEVAL	01/17 SHOPPING CART RETRIEVAL	1,319.50	203 4751402	1,319.50
7386131	A7048	CAMERON, CHARLES	02/17-SPORTS OFFICIAL	44.00	101 4641308	44.00
7386132	C0914	CAMPBELL II, EDWARD LEE	02/17-SPORTS OFFICIAL	160.00	101 4641308	160.00
7386133	06020	CANON FINANCIAL SERVICES, INC	03/17 COPIER LEASE	11,579.57	101 4310254	11,579.57
7386134	07171	CASTRO, MONICA D	02/17-SPORTS OFFICIAL	210.00	101 4641308	210.00
7386135	04636	CAYENTA/N HARRIS COMPUTER CORP	02/17-CMS	3,500.00	101 4315302	3,500.00
			TAX FORMS	222.17	101 4310253	222.17
				<u>3,722.17</u>		<u>3,722.17</u>
7386136	07733	CHAMBERS, CYNTHIA A	02/17-KEYBOARD INSTRUCTOR	235.20	101 4643308	235.20
7386137	D2070	CONFIDENTIAL DATA DESTRUCTION	DOCUMENT DESTRUCTION(70 BXS)	300.00	101 4110251	300.00
7386138	00794	CORRALES, RUDY	02/17-SPORTS OFFICIAL	140.00	101 4641308	140.00
7386139	C5109	D'S CERAMICS	02/17-CHILDRENS ART INSTRUCTN	245.00	101 4643308	245.00
			02/17-POTTERS WHEEL INSTRUCTN	45.50	101 4643308	45.50
				<u>290.50</u>		<u>290.50</u>
7386140	C7625	DAPEER,ROSENBLIT & LITVAK, LLP	01/17-SPECIALIZED LGL SVCS	1,332.50	101 4400303	1,332.50
			01/17-SPECIALIZED LGL SVCS	1,844.13	101 4400303	1,844.13
			01/17-SPECIALIZED LGL SVCS	630.00	101 4400303	630.00
				<u>3,806.63</u>		<u>3,806.63</u>
7386141	A9377	DAVIS COMMUNICATIONS	ED-01/17-MARKETING CAMPAIGN	1,595.78	101 4540340	1,595.78

City of Lancaster Check Register



From Check No.: 7385939 - To Check No.: 7386230

Printed: 3/6/2017 14:53

From Check Date: 02/19/2017 - To Check Date: 03/04/2017

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
7386142	A0925	DESERT HAVEN ENTERPRISES	44820 REDWOOD-DEBRIS/TRSH RMVL 44143 BEECH-PAINTING 1115 NORBERRY-TRSH/DEBRIS RMVL	957.12 180.00 370.00 <u>1,507.12</u>	306 4542682 306 4542682 306 4542682	957.12 180.00 370.00 <u>1,507.12</u>
7386143	00414	DESERT LOCK COMPANY	MOAH-KEYS(4) OMP-LOCK/KEY/REKEY	69.88 81.96 <u>151.84</u>	101 4644251 101 4634402	69.88 81.96 <u>151.84</u>
7386144	07159	DIAZ, BRANDON	02/17-TENNIS INSTRUCTOR 02/17-TENNIS INSTRUCTOR	150.50 77.00 <u>227.50</u>	101 4643308 101 4643308	150.50 77.00 <u>227.50</u>
7386145	03409	DOUTRE, ROBERT	02/17-SPORTS OFFICIAL	80.00	101 4641308	80.00
7386146	C0293	EAST, MARY PAULINE	02/17-CONTRACT SERVICES	5,250.00	101 4621308	5,250.00
7386147	07976	EDITION ONE GROUP LLC	MOAH-BOOKS SHIPPING	268.61	101 4644251	268.61
7386148	05665	EGGERTH, DARRELL	02/17-SPORTS OFFICIAL	220.00	101 4641308	220.00
7386149	07971	ENSMINGER, ASHLEY	02/17-SPORTS OFFICIAL	170.00	101 4641308	170.00
7386150	06857	ENTERTAINMENTMAX, INC	COMMISSN-PORTLND CELLO-1/20/17 COMMISSION-KEN BLOCK-1/28/17 COMMISSION-STUNT DOGS-11/18/16 COMMISSN-WHCH ONES PNK-2/18/17	500.00 450.00 800.00 550.00 <u>2,300.00</u>	402 4650318 402 4650318 402 4650318 402 4650318	500.00 450.00 800.00 550.00 <u>2,300.00</u>
7386151	07197	ESPRITT, JAVAUGHN	02/17-SPORTS OFFICIAL	668.00	101 4641308	668.00
7386152	C9406	ESTES, MAURICE	02/17-SPORTS OFFICIAL	200.00	101 4641308	200.00
7386153	00617	FEDERAL EXPRESS CORPORATION	EXPRESS MAILINGS	39.59 <u>39.59</u>	101 4315212 204 15BW008924	16.69 22.90 <u>39.59</u>
7386154	A9988	FIRE ACE INC	PAC-COKE/SPRITE	184.00	402 4650251	184.00
7386155	A8286	FLAG SYSTEMS	PAC-SOUND SYSTEM RNTL-2/18/17	2,650.00	402 4650602	2,650.00
7386156	A8761	FREEMAN, DAVID	02/17-SPORTS OFFICIAL	66.00	101 4641308	66.00
7386157	04721	GET TIRES, INC	TIRES(2)-EQ3988	1,246.62	480 4755207	1,246.62
7386158	06649	GRADY, VICTOR	02/17-GUITAR INSTRUCTOR	98.00	101 4643308	98.00
7386159	03430	GRAINGER	ICE MELT(3 BAGS)	51.95	203 4752410	51.95
7386160	07201	HALL JR, CHARLES	02/17-SPORTS OFFICIAL	622.00	101 4641308	622.00

City of Lancaster Check Register



From Check No.: 7385939 - To Check No.: 7386230
 From Check Date: 02/19/2017 - To Check Date: 03/04/2017

Printed: 3/6/2017 14:53

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
7386161	02585	HARRELL, BARON	02/17-SPORTS OFFICIAL	510.00	101 4641308	510.00
7386162	D0501	HIESL CONSTRUCTION INC	45880 CHLLNGR WY-ROOF/PLUMBING	9,350.00	361 4541777	9,350.00
7386163	C8878	HOLCOMB, ZACK	ZH-PR DM-LAS VEGAS-03/7-10/17	224.00	101 4320256	224.00
7386164	07127	HUMAN ELEMENT	02/17-BELLYFIT INSTRUCTION	154.00	101 4643308	154.00
7386165	D3626	INLAND EMPIRE REG CMPSTNG AUTH	OMP-COMPOST DELIVERY	670.00	101 4634404	670.00
7386166	D3842	INNOVATION EDUCATION	02/17-ITALIAN INSTRUCTION	252.00	101 4643308	252.00
			02/17-ITALIAN INSTRUCTION	252.00	101 4643308	252.00
			02/17-LEGO ROBOTICS INSTRUCTN	288.00	101 4643308	288.00
				<u>792.00</u>		<u>792.00</u>
7386167	06623	INTERN'L DANCE FITNESS ACADEMY	02/17-ZUMBA INSTRUCTION	193.20	101 4643308	193.20
			02/17-SALSA INSTRUCTION	72.00	101 4643308	72.00
			02/17-HIP HOP INSTRUCTION	270.00	101 4643308	270.00
			02/17-BALLET/TAP INSTRUCTION	540.00	101 4643308	540.00
				<u>1,075.20</u>		<u>1,075.20</u>
7386168	01419	JOHNSTONE SUPPLY	PAC-MOTR/CNDNSR/SHEAVE/FN BLDS	891.75	402 4650403	891.75
7386169	07978	K M R ENTERTAINMENT LLC	AIR-VIP CATERING-03/25-26/17	4,100.27	101 4680225	4,100.27
7386170	D1903	KERN MACHINERY INC-LANCASTER	OMP-OIL/KEYS	102.77	101 4634207	102.77
7386171	05875	KROMER CO LLC	NSC-SOLENOID VALVE/NOZZLE	427.60	101 4635207	427.60
7386172	07984	LOGAN, JUSTIN	JL-PR DM-LAS VEGAS-03/07-10/17	224.00	101 4320256	224.00
7386173	D3390	LOPEZ, JOE	02/17-SPORTS OFFICIAL	620.00	101 4641308	620.00
7386174	05457	MAULDIN JR, LEO	02/17-SPORTS OFFICIAL	572.00	101 4641308	572.00
7386175	03351	MAULDIN, JOSEPH	02/17-SPORTS OFFICIAL	916.00	101 4641308	916.00
7386176	C9300	MC CONNELL, GERALD	02/17-SPORTS OFFICIAL	66.00	101 4641308	66.00
7386177	C8380	MC CORMICK ELECTRIC & CONST	OMP-BALLAST REPLACEMENT	110.00	101 4634301	110.00
			LMS-WALKWAY/WALL REPAIRS	212.00	101 4632301	212.00
			OMP-LIGHTING REPAIRS	446.00	101 4634301	446.00
			OMP-WATER HEATER REPLACEMENT	1,230.00	101 4634301	1,230.00
				<u>1,998.00</u>		<u>1,998.00</u>
7386178	07509	NAPA AUTO PARTS	SPARK PLUGS(6)-EQ7765	37.58	480 4755207	37.58
			SPARK PLUGS(6)/CAP-EQ5786	86.78	101 4545207	86.78
			STOPLIGHT SWITCH-EQ6812	9.83	101 4545207	9.83
			RADIATOR/CAP-EQ5786	165.40	101 4545207	165.40
			PRESSURE VLV/SWWL ELBWS/ADPTRS	47.39	203 4752207	47.39

City of Lancaster Check Register



From Check No.: 7385939 - To Check No.: 7386230

From Check Date: 02/19/2017 - To Check Date: 03/04/2017

Printed: 3/6/2017 14:53

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
			SPARK PLUGS(6)-EQ1743	37.58	101 4200207	37.58
			FUEL NECK HOSES(2)-EQ7505	22.84	480 4755207	22.84
			FILTER KIT-EQ3301	9.16	203 4752207	9.16
			AIR DRYER-EQ3770	558.58	203 4752207	558.58
			TRANS SEAL-EQ3301	5.37	203 4752207	5.37
			TOOL PLUG-EQ3826	16.03	203 4752207	16.03
			OIL SEAL/O RING-EQ3301	2.68	203 4752207	2.68
			OIL SEAL-EQ3831	74.45	203 4752207	74.45
			LIFTGATE SUPPORT-EQ1724	32.60	101 4761207	32.60
			OIL FILTERS(2)-EQ1509	6.55	101 4200207	6.55
			BRAKE PADS-EQ3818	118.61	203 4752207	118.61
			HITCH PIN-EQ3818	18.99	203 4752207	18.99
			BREAK AWAY-EQ3368	9.78	203 4752207	9.78
				<u>1,260.20</u>		<u>1,260.20</u>
7386179	D2822	NATIONAL CINEMEDIA, LLC	PS-ADS-12/30/16-02/23/17	573.28	101 4810205	573.28
			PAC-ADS-12/30/16-01/26/17	135.01	402 4650205	135.01
				<u>708.29</u>		<u>708.29</u>
7386180	07991	NUANCE PRODUCTIONS INC	PERF-PAUL REISER-03/04/17	15,000.00	402 4650318	15,000.00
7386181	07698	OMIDI, SARA	PHOTOGRAPHY SVCS-02/21/17	75.00	101 4305301	75.00
7386182	05509	P A R S	12/16-REP FEES	4,673.93	101 4320301	4,673.93
7386183	07996	PAOLO, JUAN	02/17-SPORTS OFFICIAL	44.00	101 4641308	44.00
7386184	07271	PAULATEER, MICHA	02/17-SPORTS OFFICIAL	330.00	101 4641308	330.00
7386185	05998	PAVING THE WAY FOUNDATION	CMMNTY SPPRT/GOOD CTZNSHP PRGM	480.00	399 4820775	480.00
			CMMNTY SPPRT/GOOD CTZNSHP PRGM	5,500.00	101 4820301	5,500.00
			CMMNTY SPPRT/GOOD CTZNSHP PRGM	1,968.00	399 4820775	1,968.00
			CMMNTY SPPRT/GOOD CTZNSHP PRGM	1,000.00	399 4820776	1,000.00
				<u>8,948.00</u>		<u>8,948.00</u>
7386186	05499	PENSKE TRUCK LEASING CO LP	MOAH-VAN RENTAL-01/27-28/17	290.27	101 4644251	290.27
7386187	07188	PEPPER POT CHEFS	02/17-PASTA INSTRUCTION	135.00	101 4643308	135.00
			02/17-PASTA INSTRUCTION	135.00	101 4643308	135.00
				<u>270.00</u>		<u>270.00</u>
7386188	03249	PRAXAIR DISTRIBUTION, INC	CABLE CONNECTORS-EQ2386	31.54	101 4753207	31.54
7386189	02942	QUICK CRETE PRODUCTS CORP	SIGNS(3)	13,129.39	101 4634455	13,129.39
7386190	05864	QUINN COMPANY	AIR FILTERS(2)-EQ3988	569.81	480 4755207	569.81
7386191	07994	RODRIGUEZ, OSCAR	OR-PR DM-LAS VEGAS-03/07-10/17	224.00	101 4320256	224.00
7386192	04337	RUIZ, LINDA	02/17-TENNIS INSTRUCTOR	357.00	101 4643308	357.00
			02/17-TENNIS INSTRUCTOR	35.70	101 4643308	35.70

City of Lancaster Check Register



From Check No.: 7385939 - To Check No.: 7386230

From Check Date: 02/19/2017 - To Check Date: 03/04/2017

Printed: 3/6/2017 14:53

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
				392.70		392.70
7386193	A8260	SAGE STAFFING	PUBLIC SAFETY STFF-02/06-10/17	1,268.20	101 4820301	1,268.20
7386194	D0741	SANDENE, ROBERT D	RS-PR DM-LAS VEGAS-03/07-10/17	224.00	101 4320256	224.00
7386195	C3064	SANTOS, RENALDO	02/17-SPORTS OFFICIAL	720.00	101 4641308	720.00
7386196	07139	SITEONE LANDSCAPE SUPPLY LLC	OMP-FIELD SEED(10 BAGS)	882.51	101 4634404	882.51
7386197	01816	SMITH PIPE & SUPPLY INC	COUPLINGS/PVC	176.87	101 4631404	176.87
			LMS-NOZZLES/SPRINKLER	18.57	101 4632404	18.57
			VALVES/PVC/TAPE	239.77	101 4635404	239.77
			OMP-ROTORS/PVC/FITTINGS	282.59	101 4634404	282.59
			FITTINGS(8)	4.52	101 4631404	4.52
			OMP-ROTORS/PRIMER/CEMENT	412.71	101 4634404	412.71
			LMS-NOZZLES(150)	116.31	101 4632404	116.31
				<u>1,251.34</u>		<u>1,251.34</u>
7386198	07553	SMITH, MICHAEL	02/17-SPORTS OFFICIAL	320.00	101 4641308	320.00
7386199	06672	SO CAL DESIGN	CH-EXTERIOR FACADE DESGN BOARD	1,100.00	101 4633301	1,100.00
7386200	06429	STANTEC CONSULTING SRVCS INC	CP13023-AV I/10W-INTRSCN SVCS	8,819.43	209 16ST007924	8,819.43
7386201	D1617	STOFFEL, MATTHEW	MS-PR DM-LAS VEGAS-03/07-10/17	224.00	101 4320256	224.00
7386202	D3738	SULLIVAN, BENJAMIN	02/17-MICROSOFT INSTRUCTOR	510.00	101 4643308	510.00
			02/17-COMPUTERS INSTRUCTOR	315.00	101 4643308	315.00
				<u>825.00</u>		<u>825.00</u>
7386203	06991	SYSCO VENTURA, INC	ZELDAS-SNACKS/FRUIT	575.05	402 4652251	575.05
7386204	07969	TAPIA, BRANDON	02/17-SPORTS OFFICIAL	44.00	101 4641308	44.00
7386205	C8400	THE GRAPHIC EXPERIENCE	MOAH-POSTER/FRAME	288.87	101 4644251	288.87
7386206	2009	THE TIRE STORE	TIRES(4)-EQ1508	450.18	101 4810207	450.18
7386207	C5522	THOMSON REUTERS-WEST PMT CENT	01/17-INFORMATION CHARGES	265.34	101 4820301	265.34
			LIBRARY PLAN-01/05/17-02/04/17	21.70	101 4400301	21.70
				<u>287.04</u>		<u>287.04</u>
7386208	07025	U-HAUL	MOAH-TRUCK RENTAL-01/31/17	291.82	101 4644251	291.82
7386209	07923	ULTRASYSTEMS ENVIRONMENTAL INC	CP16004-10 W BIKEWAY IMPROVMNT	4,994.50	204 15BW008924	4,994.50
7386210	C4011	UNITED RENTALS	MOAH-TRUCK RENTAL-02/06/17	328.41	101 4644251	328.41
7386211	05551	UNITED SITE SRVCS OF CA,SO DIV	FENCE RENTAL-02/02-03/01/17	19.58	101 4633602	19.58

City of Lancaster Check Register



From Check No.: 7385939 - To Check No.: 7386230
 From Check Date: 02/19/2017 - To Check Date: 03/04/2017

Printed: 3/6/2017 14:53

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
7386212	2228	VALLEY CONSTRUCTION SUPPLY INC	OMP-REBAR(197)	148.16	101 4634404	148.16
7386213	C7832	VAN-TUYL, BRIAN	02/17-SPORTS OFFICIAL	40.00	101 4641308	40.00
7386214	05834	VENCO WESTERN, INC	02/17-LMD MAINTENANCE	37,320.00	101 4631402 101 4634402 101 4635402	18,750.00 9,570.00 9,000.00
				<u>37,320.00</u>		<u>37,320.00</u>
7386215	D3370	VERIZON WIRELESS	01/17-IPAD SERVICE	1,784.75	101 4315651	1,784.75
7386216	04496	VULCAN MATERIAL WESTERN DIV	COLD M'X ASPHALT	764.40 175.35	203 4752410 203 4752410	764.40 175.35
				<u>939.75</u>		<u>939.75</u>
7386217	06600	WILKERSON, BRANDON LAMONT	02/17-SPORTS OFFICIAL	312.00	101 4641308	312.00
7386218	06918	WILMINGTON TRUST, NATL ASSOC.	PORTFOLIO FEES	15,000.00	490 4370301	15,000.00
7386219	07245	WILSON, MERVIN F	02/17-SPORTS OFFICIAL	140.00	101 4641308	140.00
7386220	06713	WILSON, SIEDAH	02/17-SPORTS OFFICIAL	90.00	101 4641308	90.00
7386221	C7367	WINE WAREHOUSE	ZELDAS-BEVERAGES	407.00	402 4652251	407.00
7386222	04053	WITT'S PRINT & OFFICE SUPPLY	NOTEBOOKS(11)	255.03	101 4670251	255.03
7386223	C5965	WOLF, LAWRENCE	02/17-SPORTS OFFICIAL	120.00	101 4641308	120.00
7386224	2400	XEROX CORPORATION	01/17-COPIER LEASE-GYA 112199	1,983.71	101 4310254	1,983.71
7386225	C7604	YOUNG CHAMPIONS	02/17-SELF DEFENSE INSTRUCTION 02/17-SELF DEFENSE INSTRUCTION 02/17-SELF DEFENSE INSTRUCTION 02/17-SELF DEFENSE INSTRUCTION	795.60 514.80 374.40 772.20	101 4643308 101 4643308 101 4643308 101 4643308	795.60 514.80 374.40 772.20
				<u>2,457.00</u>		<u>2,457.00</u>
7386226	07040	YOUNG'S MARKET COMPANY, LLC	ZELDAS-BEVERAGES	1,002.47	402 4652251	1,002.47
7386227	D3242	ZIMMER, DANIEL	02/17-SPORTS OFFICIAL	580.00	101 4641308	580.00
7386228	06194	DEPT OF TRANSPORTATION	SR138-AVE L INTRCHNGE-APPROVAL	80,000.00	210 15BR008924	80,000.00
7386229	07714	SANCON TECHNOLOGIES, INC	CP16006-SEWER MAIN RESTORATN-2	227,538.42	480 17SR004924	227,538.42
7386230	07989	DESTROYERS INC	BAL-GEORGE THOROGOOD-03/05/17	12,500.00	402 4650318	12,500.00

Chk Count 292

Check Report Total 3,853,411.13

City of Lancaster Check Register



From Check No.: 101009778 - To Check No.: 101009787
 From Check Date: 02/19/2017 - To Check Date: 03/04/2017

Printed: 3/6/2017 14:41

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
101009778	07101	CALPINE ENERGY SERVICES L.P.	INV #CALP2017-04PREPAY	14,000.00	490 4370653	14,000.00
101009779	A7515	U S BANK	DEBT SERVICES LANCASTER 93-3	34,627.73	811 4100908	34,627.73
101009780	D2727	BANC OF AMERICA PUBLIC CAPITAL	2011 ENERGY CONSERVATION	73,170.35	101 4330603	73,170.35
101009781	07172	ENERGY AMERICA, LLC	12/16-LCE ENERGY CHARGES	891,265.67	490 4370301	23,558.68
					490 4370653	867,706.99
				<u>891,265.67</u>		<u>891,265.67</u>
101009782	07936	WESTERN ANTELOPE DRY RANCH LLC	01/17-LCE ENERGY CHARGS-SPOWER	70,030.70	490 4370653	70,030.70
101009783	07109	SHELL ENERGY NORTH AMERICA LP	01/17-CAPACITY PRODUCT	1,500.00	490 4370653	1,500.00
101009784	06928	TOWER CAPITAL MANAGEMENT	DELNQNT SPCL TAX/ASSESSMNT JPA	37,234.69	101 3100100	908.49
					401 2501100	454.55
					401 2501100	469.76
					480 3100100	6,244.89
					480 3100100	7,536.31
					482 3102100	1,642.23
					482 3102100	2,077.79
					483 3100100	24.24
					483 3100100	7,361.16
					483 3100100	7,926.90
					484 3100100	424.80
					484 3100100	1,114.57
					812 3100100	15.15
					830 3100100	125.71
					830 3100100	908.14
				<u>37,234.69</u>		<u>37,234.69</u>
101009785	07732	3 PHASES RENEWABLES INC	LCE-09/16-ENERGY/RECS	37,699.04	490 4370653	37,699.04
101009786	05945	CUTWATER INVESTORS SRVCS CORP	01/17-INVESTMENT ADVISORY SRVC	2,354.53	101 4310301	2,354.53
101009787	07732	3 PHASES RENEWABLES INC	LCE-10/16-ENERGY/RECS	68,790.96	490 4370653	68,790.96
Chk Count	<u>10</u>			Check Report Total	<u>1,230,673.67</u>	

STAFF REPORT
City of Lancaster

CC 3
03/28/17
MVB

Date: March 28, 2017
To: Mayor Parris and City Council Members
From: Pam Statsmann, Finance Director
Subject: **Monthly Report of Investments – February 2017**

Recommendation:

Accept and approve the February 2017 Monthly Report of Investments as submitted.

Fiscal Impact:

None

Background:

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

Portfolio Recap

Yield:

	<u>February 2017</u>	<u>January 2017</u>
Total Portfolio	0.71%	0.66%
Local Agency Investment Fund	0.78%	0.75%
Total Portfolio Balance:	\$76,456,357	\$76,423,235

The portfolio balance remained relatively unchanged from January to February. Significant revenues include \$1,903,500 of Sales and Use Tax, \$1,232,845 of Highway Users Tax, and \$685,317 of funds from METRO. Some of the larger expenditures include \$2,021,151 to (LACSD) LA County Sheriff for law enforcement services, \$891,265 to Energy America’s for the purchase of energy, and \$361,279 to Anthem Blue Cross for employee health insurance.

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

The City's cash management system is designed to accurately monitor and forecast expenditures and revenues, thus enabling the City to invest funds to the fullest extent possible within the guidelines of this Investment Policy. The City attempts to achieve the highest yield obtainable through a diversified portfolio only after meeting the criteria established for safety and liquidity in that order. The principal investment objectives of the City are:

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

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

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

PS:TH

Attachment:

Monthly Report of Investments

**ATTACHMENT A
CITY OF LANCASTER
MONTHLY REPORT OF INVESTMENTS
February 28, 2017**

	Interest Rate	Amount	Total
<u>City of Lancaster</u>			
Wells Fargo Bank			
City of Lancaster Account (note 1)	0.00%	\$13,203,213	
Certificate of Deposit	0.10%	\$100,000	
Bank of America			\$100,000
Certificate of Deposit	0.05%	\$100,000	
U S Bank - Safekeeping (note 2)			\$32,066,994
Commercial Paper	0.00%	\$0	
US Treasury Notes	1.08%	\$6,757,930	
Federal Government Agencies	0.97%	\$18,973,641	
Corporate Securities	0.74%	\$6,213,269	
Cash & Equivalents	0.00%	\$122,154	
California Bank & Trust			\$100,000
Certificate of Deposit	0.01%	\$100,000	
Chase Bank			\$150,889
Certificate of Deposit	0.01%	\$150,889	
Mission Bank			\$220,876
Certificate of Deposit	0.20%	\$220,876	
Local Agency Investment Fund (L.A.I.F.)	0.78%	\$22,256,533	\$22,256,533
Total City of Lancaster			\$68,198,505
<u>Successor Agency for the Lancaster Redevelopment Agency</u>			
Local Agency Investment Fund (L.A.I.F.)	0.78%	\$8,257,829	\$8,257,829
Total Lancaster Successor Agency			\$8,257,829
<u>Lancaster Financing Authority</u>			
Local Agency Investment Fund (L.A.I.F.)	0.78%	\$21	\$21
Total Lancaster Financing Authority			\$21
<u>Lancaster Housing Authority</u>			
Local Agency Investment Fund (L.A.I.F.)	0.78%	\$2	\$2
Total Lancaster Housing Authority			\$2
Total Pooled Portfolio (note 3)			\$76,456,357
Weighted Average	0.71%		

**ATTACHMENT A
CITY OF LANCASTER
MONTHLY REPORT OF INVESTMENTS
February 28, 2017**

	Interest Rate	Amount	Total
Wilmington Trust			\$3,616,933
Lancaster Choice Energy LockBox Account	0.00%	\$3,616,933	
The Bank of New York Mellon Trust Company, N.A.			\$1,483,822
LRA & LA County Escrow Account - Government Bonds	0.00%	\$1,483,822	
US Bank			\$27,074,807
CFD 89-1 1990 Special Bonds	0.24%	\$130	
LFA CFD 89-1 1997 Special Bonds	0.25%	\$1,687	
LFA L O BONDS 1997 SERIES A & B	0.15%	\$589,451	
AD 93-3 1994 Limited Improvement Bonds	0.25%	\$488,947	
LRA Combined Project Areas 2003 Housing Refunding Bonds	4.04%	\$5,108,361	
LRA Combined 2004 Fire Protection Facilities Project Bonds	0.25%	\$830,526	
LRA Combined 2004 Sheriff Facilities Prjct Refunding Bonds	0.25%	\$1,772,261	
LRA Combined Housing Tax Allocation Bonds 2009	0.25%	\$2,024,426	
LRA Public Capital Facilities 2010 Project Lease Revenue Bonds	0.25%	\$413,298	
LPA Solar Renewable Energy Issue of 2012A	0.25%	\$2,220,145	
SA Combined Project Areas Refunding Bonds 2015A & B	0.25%	\$12,593	
SA Combined Project Areas Refunding Bonds 2016 A-1 & A-2	0.24%	\$8,559	
SA Combined Project Areas Refunding Bonds 2016B	0.32%	\$5,425	
LFA 2016 Assessment Revenue Bonds (Streetlights Acquisition)	0.00%	\$13,598,999	
Total Restricted Cash/Investments Held in Trust		<u>\$27,074,807</u>	
Total Restricted Cash/Investments Held in Trust (note 4)			<u><u>\$32,175,562</u></u>

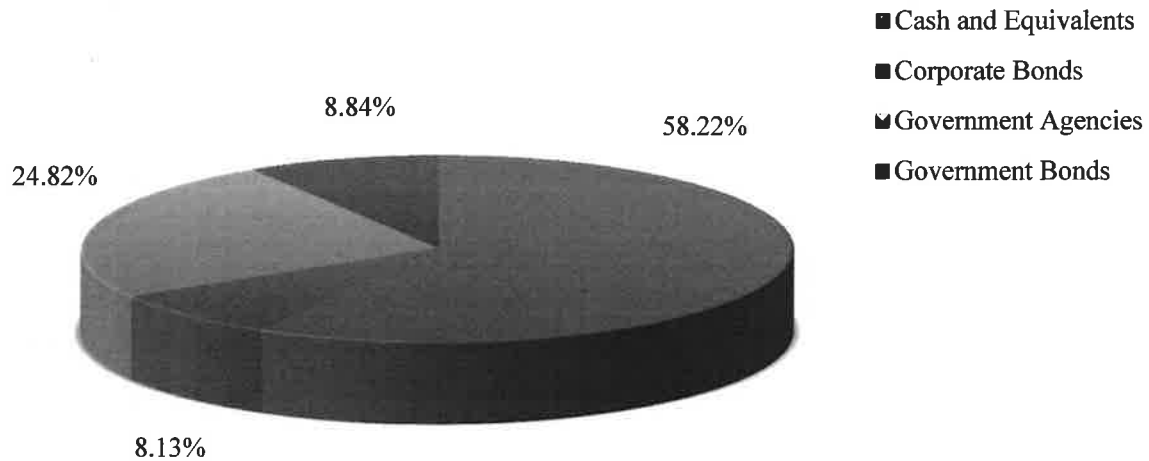
All investments are authorized pursuant to and consistent with the investment policy of the City of Lancaster. Policy adopted 01/13/2015 under resolution number 15-02.

Pamela Statsmann
Finance Director

**City of Lancaster
Recap of Securities Held
February 28, 2017**

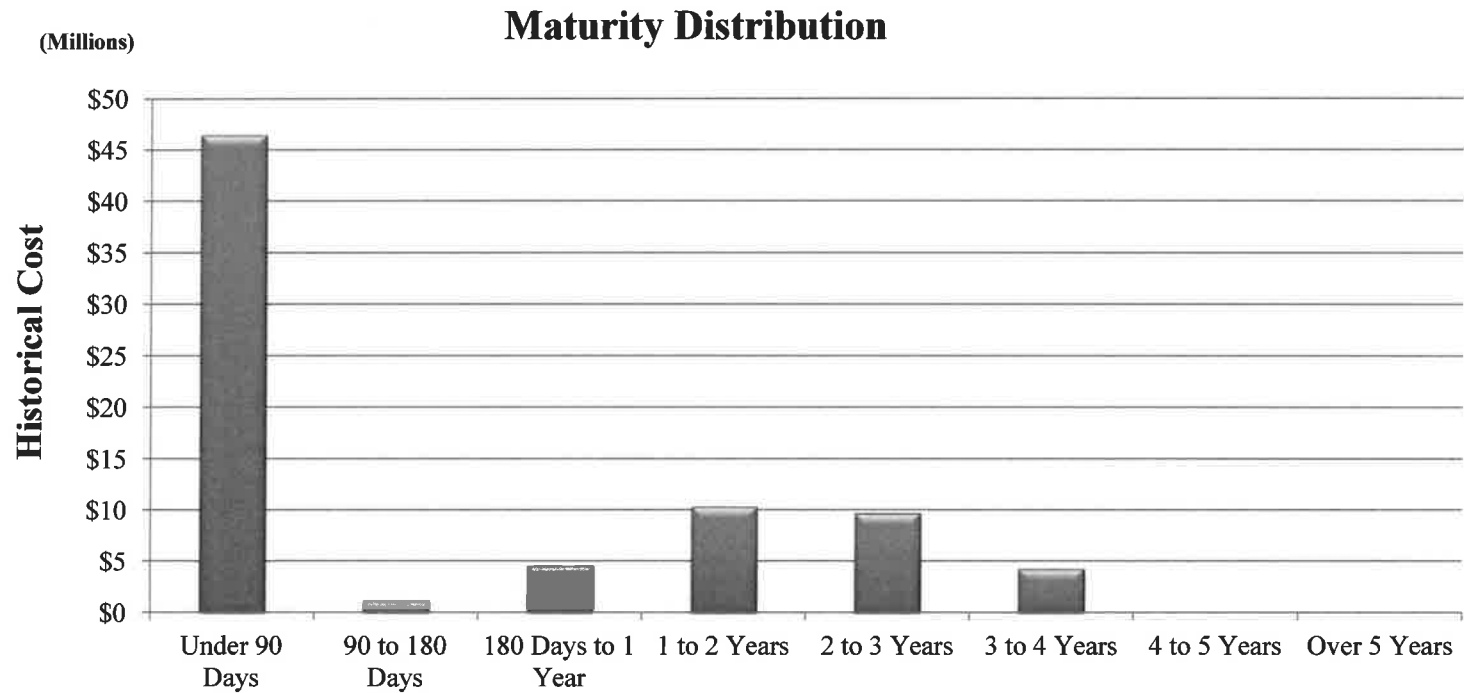
	Historical Cost	Amortized Cost	Fair Value	Unrealized Gain (Loss)	Weighted Average Effective Maturity (Days)	% Portfolio/ Segment	Weighted Average Market Duration (Years)
Cash and Equivalents	\$44,511,518	\$44,511,518	\$44,511,518	\$0	1	58.22%	0.00
Corporate Bonds	\$6,213,269	\$6,198,948	\$6,173,081	(\$25,866)	700	8.13%	1.86
Government Agencies	\$18,973,641	\$18,965,561	\$18,861,349	(\$104,213)	700	24.82%	1.70
Government Bonds	\$6,757,930	\$6,719,795	\$6,706,292	(\$13,503)	444	8.84%	1.19
TOTAL	\$76,456,357	\$76,395,822	\$76,252,239	(\$143,582)	644	100.00%	1.69

Portfolio Diversification



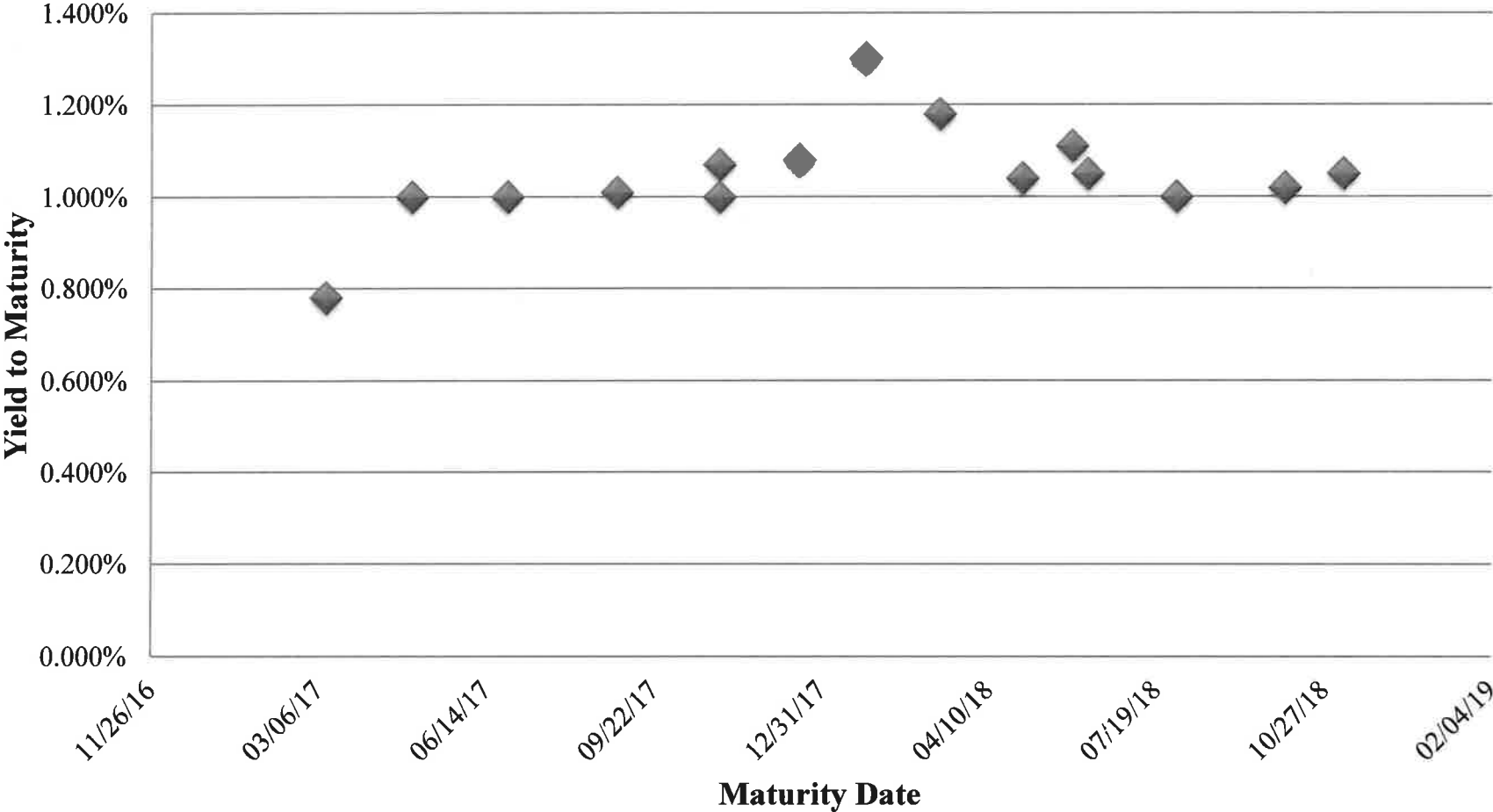
City of Lancaster
Maturity Distribution
February 28, 2017

Maturity	Historical Cost	Percent
Under 90 Days	\$46,510,079	60.83%
90 to 180 Days	\$1,149,851	1.50%
180 Days to 1 Year	\$4,515,701	5.91%
1 to 2 Years	\$10,349,305	13.54%
2 to 3 Years	\$9,696,109	12.68%
3 to 4 Years	\$4,235,313	5.54%
4 to 5 Years	\$0	0.00%
Over 5 Years	\$0	0.00%
	\$76,456,357	100.00%



City of Lancaster
Securities Held
February 28, 2017

Securities Held



City of Lancaster
Cash Balances by Fund
February 28, 2017

Fund No.	Fund Name	Ending Balance	Fund No.	Fund Name	Ending Balance
101	GENERAL FUND	\$ 13,852,577	330	STATE GRANT RECYCLING	\$ (15,168)
104	CAPITAL REPLACEMENT FUND	\$ 2,457,693	331	STATE GRANT - OIL RECYCLING	\$ 7,509
106	COMMUNITY SERVICES FOUNDATION	\$ 136,584	349	MISC STATE GRANTS	\$ (293,357)
109	CITY SPECIAL RESERVES FUND	\$ (1,620,795)	361	CDBG	\$ (202,829)
150	CAPITAL PROJECTS FUND - CITY	\$ 382,226	363	NBRHD STABILIZATION PRGM	\$ 1,409,475
203	GAS TAX	\$ 1,834,984	364	HPRP-HOMELESS PREV & RAPID REH	\$ (2,522)
204	AQMD	\$ 192,999	371	FEDERAL TEA	\$ 29,263
205	PROP 1B	\$ 258,317	381	EDA	\$ 19,494
206	TDA ARTICLE 8 FUND	\$ 76,052	382	EDI	\$ 139,653
207	PROP "A" TRANSIT FUND	\$ 2,748,939	390	OES / FEMA	\$ 276,825
208	TDA ARTICLE 3 BIKEWAY FUND	\$ (1,770)	391	LANCASTER HOME PROGRAM	\$ 681,723
209	PROPOSITION "C" FUND	\$ 7,641,700	399	FEDERAL MISCELLANEOUS GRANTS	\$ (1,277,758)
210	MEASURE R FUND	\$ 4,772,452	401	AGENCY FUND	\$ 712,970
213	PARKS DEVELOPMENT FUND	\$ 798,709	402	PERFORMING ARTS CENTER	\$ (1,081,601)
217	SIGNALS - DEVELOPER FEES FUND	\$ 3,711,897	404	GRANTS FUND	\$ (291,754)
220	DRAINAGE - DEVELOPER FEES FUND	\$ 3,774,870	408	X-AEROSPACE GRANTS FUND	\$ (86,205)
224	BIOLOGICAL IMPACT FEE FUND	\$ 1,258,626	409	X-REIMBURSABLE GRANTS FUND	\$ 25,506
226	USP - OPERATION	\$ 2,569	456	STILL MEADOW LN SWR ASSMNT DST	\$ 6,555
227	USP - PARKS	\$ 1,135,402	480	SEWER MAINT FUND	\$ 5,320,743
228	USP - ADMIN	\$ 60,561	481	FOX FIELD LANDSCAPE MAINT DIST	\$ 435
229	USP - CORP YARD	\$ 127,259	482	LANDSCAPE MAINTENANCE DISTRICT	\$ 2,408,499
230	MARIPOSA LILY FUND	\$ 62,733	483	LIGHTING MAINTENANCE DISTRICT	\$ (1,353,060)
232	TRAFFIC IMPACT FEES FUND	\$ 2,641,675	484	DRAINAGE MAINTENANCE DISTRICT	\$ 1,310,661
248	TRAFFIC SAFETY FUND	\$ 112,563	485	RECYCLED WATER FUND	\$ (276,183)
251	ENGINEERING FEES	\$ (515,745)	486	LANCASTER POWER AUTHORITY	\$ 2,263,219
252	PROP 42 CONGESTION MANAGEMENT	\$ 521,203	490	LANCASTER CHOICE ENERGY	\$ 6,654,465
261	LOS ANGELES COUNTY REIMB	\$ 23,159	701	LANCASTER FINANCING AUTHORITY	\$ 5,103
299	PRIVATE DEVELOPER REIMBURSEMEN	\$ (35,915)	810	ASSESSMENT DISTRICT FUND	\$ 154,596
301	LANCASTER HOUSING AUTH. OPS.	\$ 4,112,570	811	AD 93-3	\$ 388,964
306	LOW & MOD INCOME HOUSING	\$ 4,726,662	812	AD 92-101	\$ 87,545
315	LOCAL PRIVATE GRANTS	\$ 6,206	820	CFD 89-1 EASTSIDE WATER FUND	\$ 669,638
320	STATE GRANTS - PARKS	\$ (6,389)	830	CFD 90-1 (BELLE TIERRA)	\$ 447,172
321	MTA GRANT - LOCAL	\$ 144,812	831	CFD 91-1 (QUARTZ HILL)	\$ 770,534
323	STATE GRANT - STPL	\$ (512,227)	832	CFD 91-2 (LANC BUSINESS PARK)	\$ 446,182
324	STATE GRANT - OTS	\$ 1,432	833	REDEV OBLIGATION RETIREMENT FD	\$ 3,325,488
327	MTA GRANT - MEASURE R	\$ (0)	991	Report Final Totals	\$ 77,566,367

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

STAFF REPORT
City of Lancaster

CC 4
03/28/17
MVB

Date: March 28, 2017

To: Mayor Parris and City Council Members

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

Subject: **Approval of the Form of Resolution Authorizing Membership in California Choice Energy Authority and Approval of the Form of Administrative Services Agreement with the Authority**

Recommendations:

- a. Approve the form of resolution authorizing new cities to join as Associate Member of the California Choice Energy Authority (CCEA), a joint exercise of powers authority of the City of Lancaster and City of San Jacinto.
- b. Approve the form of Administrative Services Agreement, allowing the CCEA to provide Community Choice Aggregation (CCA) Services on behalf of Associate Members and authorize the City Manager, or his designee, to execute all documents and make any non-substantive changes necessary to complete the transaction.

Fiscal Impact:

It is anticipated that as cities join the California Choice Energy Authority (CCEA) for their Community Choice Aggregation (CCA) operational services, the costs to operate Lancaster Choice Energy will decrease and opportunities for revenue will increase.

Background:

As cities in Southern California Edison territory research CCAs, they are finding that there are many reasons to move forward in the formation of their own city operated energy provider, including, having local control over their energy decisions. They are also finding that the cost of operating a stand-alone CCA can be daunting and, for smaller cities, completely cost prohibitive.

Through approval of the Associate Membership in the CCEA and approval of the CCEA Administrative Services Agreement, cities will be able to share the operational costs to run their CCA with Lancaster Choice Energy and other CCEA Associate Members. In order to join the CCEA as an Associate Member, a city's council will be required to approve the Resolution Authorizing Membership in CCEA as well as the Administrative Services Agreement. The Resolution will give CCEA authorization to act on behalf of the Associate Member and will authorize each city's City Manager to enter into an Administrative Services Agreement with the joint powers authority for their CCA's operational services.

The CCEA Administrative Services Agreement authorizes the authority to enter into contracts on behalf of the Associate Member. Under the CCEA model, each Associate Member city will pay both a flat fee and a variable fee to the CCEA, based on their load size. Each member city will be solely responsible for payment of their energy contracts as stipulated in the Administrative Services Agreement and no Associate Member will be allowed to withdraw from the CCEA until their energy contracts have been fulfilled. The Administrative Services Agreement with each city will be in a form substantially similar to the one attached, subject to minor non-substantive revisions.

The Lancaster City Council will continue to serve as the governing body of the CCEA, retaining all administrative and executive authority.

Attachments:

Form of Resolution Authorizing Membership in California Choice Energy Authority
Exhibit "A" Administrative Services Agreement

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
[] AUTHORIZING THE CITY'S ENTRY INTO A
JOINT EXERCISE OF POWERS AGREEMENT REGARDING
THE CALIFORNIA CHOICE ENERGY AUTHORITY AND
DIRECTING THE TAKING OF FURTHER ACTIONS
RELATED THERETO

WHEREAS, the City of [] ("City") is a municipal corporation organized and operating under the laws of the State of California with the City Council of the City of [] ("City Council") acting as the governing body of the City;

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

WHEREAS, the Authority changed its name to the "California Choice Energy Authority" via its adoption of the First Amendment to the JPA Agreement on March 28th, 2017;

WHEREAS, Section 12 of the JPA Agreement provides that public agencies may be added as parties to the JPA Agreement, and thereby become members of the Authority, upon the following: (i) the filing with the Authority of an executed counterpart of the JPA Agreement, together with a copy of the resolution of the governing body of the joining public agency approving the JPA Agreement and the execution and delivery thereof; and (ii) adoption of a resolution of the Authority's governing body approving the addition of such public agency as a member;

WHEREAS, the City Council desires for the City to become a party to the Agreement and a member of the Authority.

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

Section 1. The foregoing recitals are true and correct.

Section 2. The City is hereby authorized to enter into the JPA Agreement and thereby become a member of the Authority. The City Manager of [] ("City Manager") is directed to execute a counterpart to the JPA Agreement on behalf of the City and file the same, along with a copy of this Resolution, with the Authority pursuant to Section 12 of the JPA Agreement.

Section 3. The City is hereby authorized to enter into, and the City Manager is directed to execute on the City's behalf, an administrative services agreement with the Authority in a form similar to the agreement attached hereto as Exhibit "A" ("Services Agreement"). The Authority is hereby authorized to enter into any ancillary agreements required in connection with the Services Agreement on behalf of the City.

Section 4. The City is hereby authorized to enter into, and the City Manager is directed to execute on the City’s behalf, a security agreement, inter-creditor agreement, and one or more account control agreements in a form similar to the respective agreements attached hereto as Exhibit “B” (“Security Agreements”). The Authority is hereby authorized to enter into any ancillary agreements on behalf of the City required in connection with the Security Agreements.

Section 5. The Authority is hereby authorized to negotiate from time to time the Authority’s entry into purchase contracts on behalf of the City for the purchase of energy and renewable energy, and related products, for which contracts the City shall be solely responsible for payment of through the Security Agreements (each, an “Energy Contract”), which Energy Contract shall be similar in form to the contract found attached to the Services Agreement in Exhibit “A” attached hereto. The Authority shall provide the proposed Energy Contract to the City Manager, or his/her designee, who is hereby authorized to review the proposed Energy Contract and provide the Authority with his/her written approval thereof. The Authority shall have, and the City Manager may not withhold, the authority to grant a seller under the Energy Contract a first priority security interest in the collateral (*i.e.* the lock box account) secured by the Security Agreements.

Section 6. Upon receipt of the written approval from the City Manager as set forth in Section 5 above, which may be provided via email, the Authority is hereby authorized to enter into an Energy Contract on behalf of and for the sole benefit of the City. The Authority is further authorized to enter into any ancillary agreements required in connection with an Energy Contract, subject to receipt of written approval from the City Manager as set forth in Section 5 above.

Section 7. This resolution shall take effect immediately upon its adoption.

PASSED, APPROVED and ADOPTED this _____ day of _____, _____, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

APPROVED:

City Clerk
City of

Mayor
City of

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

CERTIFICATION OF RESOLUTION
CITY COUNCIL

I, _____, _____ City of _____,
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 _____, on this _____ day
of _____, _____.

(seal)

Exhibit "A"

**ADMINISTRATIVE SERVICES AGREEMENT
(CITY OF _____),**

dated as of [_____] , 2017,

between

**CALIFORNIA CHOICE ENERGY AUTHORITY,
as Provider,**

and

**CITY OF _____,
as Customer**

**ADMINISTRATIVE SERVICES AGREEMENT
(CITY OF _____)**

This ADMINISTRATIVE SERVICES AGREEMENT (CITY OF _____) (this “**Agreement**”), dated as of [DATE], 2017 (the “**Effective Date**”), is between California Choice Energy Authority, a California joint powers authority (“**Provider**”), and City of _____, a municipal corporation organized and operating under the laws of the State of California (“**Customer**”). Provider and Customer are sometimes referred to in this Agreement individually as a “**Party**” and collectively as the “**Parties**”.

RECITALS

WHEREAS, pursuant to California Public Utilities Code (the “**Code**”) Sections 366.1, *et. seq.*, Customer has been registered as a “community choice aggregator” (as defined in the Code), which has been established for the purpose of delivering community choice aggregation services to certain customers located within its boundaries;

WHEREAS, pursuant to Code Section 366.2, Customer submitted its implementation plan detailing the process and consequences of community choice aggregation, and its statement of intent to establish electrical load aggregation, to the California Public Utilities Commission (the “**CPUC**”);

WHEREAS, pursuant to Code Section 366.2, a community choice aggregator may enter into agreements for services to facilitate the sale and purchase of electricity and other related services;

WHEREAS, Provider has also been registered as a CCA and has expertise and knowledge in the management and administration of community choice aggregation programs and maintains business relationships with multiple energy suppliers;

WHEREAS, due to Provider’s expertise and knowledge, Customer wishes to engage Provider as an independent contractor, during the Term of this Agreement, for the purpose of facilitating the sale and purchase of electricity on behalf of Customer and for performing certain other duties and services on the terms and conditions set forth herein; and

WHEREAS, Provider is willing to perform such duties and services for Customer on the terms and conditions set forth herein for a fee.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement and such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**ARTICLE 1
DEFINITIONS**

1.1 Definitions.

As used in this Agreement, all capitalized terms shall have the respective meanings given to them in this Agreement and in Exhibit A (Schedule of Definitions).

1.2 Construction.

All references herein to an agreement shall be to such agreement as amended, supplemented or modified from time to time. All references to a particular entity shall include a reference to such entity's successors and permitted assigns. The words "herein", "hereof" and "hereunder" and other words of similar import shall refer to this Agreement as a whole, including all appendices, annexes, exhibits and schedules, and not to any particular section or subsection of this Agreement. Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural and pronouns stated in the masculine, feminine or neuter gender shall include the masculine, feminine and neuter genders. The words "includes" or "including" shall be deemed to be followed by the words "without limitation". All references to statutes and related regulations shall include any amendments of the same and any successor statutes and regulations. All exhibits and schedules to this Agreement are hereby incorporated herein by reference, including the following:

- (i) Exhibit A – Schedule of Definitions
- (ii) Exhibit B – Scope Of Work
- (iii) Exhibit C – Fixed Fee Rate, Reimbursable Service Thresholds and Notice Address
- (iv) Exhibit D – Authorization Documents
- (v) Exhibit E – Customer Approval Procedures
- (vi) Exhibit F – Form of Authorized Officer Approval
- (vii) Exhibit G – Joint Exercise of Powers Agreement Relating to the California Choice Energy Authority and amendments thereto

ARTICLE 2 ENGAGEMENT OF CONTRACTOR

2.1 Engagement of Provider.

Customer hereby engages Provider as an independent contractor to perform certain administration, energy procurement and resource planning services (as such Services are described herein) on behalf of Customer in connection and to perform certain other duties, all as set forth in this Agreement. In consideration of the fees and cost reimbursements payable to Provider hereunder, Provider accepts such engagement and agrees to perform the Services in accordance with the terms and conditions hereof.

2.2 Relationship.

Provider shall act as an independent contractor of Customer with respect to the performance of its obligations hereunder. Neither Provider nor its Affiliates, employees or Subcontractors (including Provider's legal counsel) or the employees of any such parties engaged in connection with the Services shall be deemed to be an agent, representative, employee, or servant of Customer. This Agreement is not intended to create, and shall not be construed to create, a relationship of partnership or an association of profit between Customer and Provider. Provider is not admitted to practice law in any

jurisdiction, and will not provide legal advice to Customer in connection with the performance of the Services. Provider is not licensed as a provider of accounting services, does not hold any certifications required to be held by those providing accounting services, and will not provide any services that require such licensing and certification. Provider is not licensed as a financial advisor, financial manager, insurance advisor, or insurance broker.

2.3 Engagement of Third Parties.

Provider may, subject to the other provisions of this Agreement, engage such Persons as it deems reasonably appropriate for the purpose of performing or carrying out any of the Services or its obligations under this Agreement; provided, however, that no such engagement shall relieve Provider of any of its obligations or liabilities under this Agreement, including those set forth in Article 7; and provided further, that, except as provided herein, Provider's use of such Persons shall not modify or increase the compensation payable to Provider pursuant to Article 5. Except as expressly set forth herein, nothing in this Agreement shall be construed to create any contractual relationship between any such Person (including Provider's legal counsel) and Customer.

ARTICLE 3 TERM AND RENEWAL

3.1 Term.

(a) Unless earlier terminated in accordance with Article 8, the term of this Agreement shall commence on the Effective Date and shall continue for a period equal to the longer of (a) three (3) years from the Effective Date, or (b) the longest term of any Energy Contract to which the Authority is a party on behalf of Customer (the "**Base Term**"; as such period may be extended pursuant to clause (b), the "**Term**").

(b) Unless sooner terminated as set forth in Article 8, at the expiration of the Base Term, the term of this Agreement shall be automatically extended until such time as a Party provides written notice to the other Party that it elects to terminate this Agreement pursuant to Article 8 (such written notice, a "**Termination Notice**"). Following receipt by such other Party of a Termination Notice, this Agreement shall terminate as set forth in Section 8.4.

(c) For purposes of greater clarity, the definition of "Term" shall include the Base Term and the renewal term of this Agreement as set forth in clause (b).

ARTICLE 4 DUTIES OF CONTRACTOR

4.1 Services.

During the Term, Provider shall perform the administration, energy procurement, contract negotiation, contract administration, resource planning services and other services identified in the Scope of Work Exhibit hereto or as otherwise agreed to pursuant to the terms hereof (the "**Services**"). The Services shall be comprised of the following:

(a) Fixed Fee Services. The Services shall include those services identified in the Scope of Work Exhibit as "Fixed Fee Services" (collectively, the "**Fixed Fee Services**"). Provider's compensation for the Fixed Fee Services is set forth in Section 5.1.

(b) Reimbursable Services.

(i) The Services shall include (1) any work performed by Provider that is authorized in advance by Customer and (2) if Customer's advance consent is not required pursuant to clause (v) below, any work that is performed by Provider without Customer's consent as set forth in such clause (v), in each case, that does not constitute the Fixed Fee Services (collectively, the "**Reimbursable Services**"). Reimbursable Services include those Services identified as "Reimbursable Services" in the Scope of Work Exhibit. Provider's compensation for the Reimbursable Services is set forth in Section 5.3.

(ii) Subject to Section 4.3, upon the occurrence of any one or more of the events set forth below (the "**Reimbursable Services Review Threshold**"), Provider shall promptly provide written notice to Customer of any proposed Reimbursable Services prior to performing any such Reimbursable Services, which written notice shall provide details of the proposed Reimbursable Services, the estimated costs to perform such Reimbursable Services and a proposed plan for the performance thereof:

(1) any event which requires the performance by Provider of Reimbursable Services anticipated by Provider, in its reasonable opinion, to cost in excess of the dollar amount set forth in Exhibit C to complete; or

(2) the aggregate amount of the cost for the proposed Reimbursable Services, when taken together with all Reimbursable Services performed hereunder, is in excess of the dollar amount set forth in Exhibit C.

(iii) Following receipt of the notice described in clause (ii) above, Customer shall notify Provider as to whether or not it approves of such Reimbursable Services and the estimated costs thereof.

(iv) During the performance of the Reimbursable Services, Provider shall promptly notify Customer (in writing) in the event that (A) the actual costs of the Reimbursable Services exceed the estimated costs approved by Customer by [ten percent (10%)] or exceed any of the thresholds set forth in Table 5 of Exhibit C. Such excess costs shall not be considered a Reimbursable Expense unless approved by Customer.

(v) If the estimated cost of the proposed Reimbursable Services does not exceed the Reimbursable Services Review Threshold, then Provider shall be entitled to perform the work without notifying Customer and such work shall be a Reimbursable Expense.

4.2 General Operating Standards.

Provider shall perform the Services in a good, workmanlike, and commercially reasonable manner in accordance with the requirements of this Agreement and Applicable Laws. Provider shall use commercially reasonable efforts to cause the Services to be planned and performed in a timely and cost-effective manner. Provider shall reasonably cooperate with Customer with respect to the

requirements relating to applicable provisions of the Authorization Documents that relate to the tasks to be completed by Customer on or before the date requested by Customer.

4.3 Personnel.

Provider's administration personnel as a group, including any Persons engaged by Provider pursuant to Section 2.3, shall be qualified in administering services related to community choice aggregation programs and experienced in the duties to which they are assigned.

ARTICLE 5 FEES AND COST REIMBURSEMENT

5.1 Fixed Fees.

(a) As compensation for performing the Fixed Fee Services, Customer shall pay Provider a monthly fee equal to the "Fixed Fee Rate" identified on Exhibit C hereto (as such fee is adjusted pursuant to Section 5.1(b), the "**Fixed Fee**") during the Term. The Fixed Fee shall be based on the pro-rata share of Customer's bundled load compared to Provider's total bundled load, determined each fiscal year by Provider, and payable in accordance with Section 5.3. The Fixed Fee does not include amounts payable under Energy Contracts.

(b) The Fixed Fee shall be adjusted as follows:

(i) at the beginning of each fiscal year commencing with the second (2nd) fiscal year to occur hereunder by a factor of one hundred percent (100%) of any increase (but not decrease) in the GDPIPD during such period, but not more than [one percent (1%)] of the Fixed Fee applicable to the immediately preceding fiscal year; and¹

(ii) within ninety (90) days after a change in membership of Provider, Provider shall recalculate the Fixed Fee and the adjusted Fixed Fee shall be payable on a prospective basis.

5.2 Reimbursable Expenses.

(a) During the Term, Customer shall reimburse Provider for the expenses incurred by Provider in connection with the performance of the Reimbursable Services approved by Customer or otherwise permitted pursuant to Section 4.1(b) (the "**Reimbursable Expenses**").

(b) The Reimbursable Expenses shall be allocated to Customer as follows:

(i) Data management fees will be allocated to Customer on the basis of the Customer's total number of electric service accounts multiplied by the per account maintenance fee invoiced by the Data Management service provider.

(ii) Professional services fees and costs, and any other Reimbursable Expenses not allocated pursuant to Section 5.2(b)(i) will be allocated among all Provider members on an equal basis.

¹ NTD: Fees to be discussed/confirmed.

(c) The Reimbursable Expenses incurred by Provider shall be invoiced on a monthly basis and shall be payable as set forth in Section 5.3.

5.3 Invoicing and Payment Procedures.

(a) The Fixed Fee shall be payable for each month on the twenty-fifth (25th) each calendar month during the Term (each such date, a "Payment Date") and shall be prorated for any partial monthly period at the beginning and end of the Term, with such prorations based on a thirty (30) day calendar month.

(b) Provider shall submit invoices to Customer and to the collateral agent for payment through the lockbox account not less than ten (10) days prior to the relevant Payment Date for the Fixed Fee and Reimbursable Expenses that are due and payable on such Payment Date. Invoices by Provider shall be sent to Customer at the address(es) set out in Exhibit C.

(c) Invoiced amounts under this Article 5 on the Payment Date will be paid by collateral agent from the lockbox account following receipt of the Payment Invoice by wire transfer of immediately available funds to Provider at an account designated in writing by Provider. Customer may, in good faith, dispute the correctness of any invoice, bill, charge, or any adjustment to an invoice, rendered under this Agreement, or adjust any invoice for any arithmetic or computational error within twelve (12) months of the date the invoice, bill, charge, or adjustment to an invoice, was rendered. If a Payment Invoice or portion thereof, or any other claim or adjustment arising thereunder, is disputed, payment of the undisputed portion of the Payment Invoice shall be required to be made when due, with written notice of the objection given to the other Party. Any invoice dispute or invoice adjustment shall be in writing and shall state the basis for the dispute or adjustment. Payment of the disputed amount (the "Disputed Payment") shall not be required until the dispute is resolved. The Parties shall use commercially reasonable efforts to resolve the Disputed Payment within ten (10) Business Days of receipt by Provider of the notice of the Disputed Payment. Within five (5) days of the Parties agreeing on a resolved payment amount, Customer shall pay, or cause to be paid, such resolved payment to Provider in accordance with this Section 5.2(c). In the event the Parties are unable to resolve a payment dispute within ten (10) Business Days, the lesser amount shall be deemed due payable unless and until a different amount is identified following conclusion of the dispute resolution provisions in Article 12, or a court of competent jurisdiction orders otherwise.

5.4 Records and Audits.

(a) Except as otherwise required by Applicable Laws, Provider shall keep books and records in accordance with generally accepted accounting principles with respect to Services performed for a period of [three (3)] years after the applicable creation date of such book or record; or any such longer period as may be required by law.

(b) Upon no less than seventy-two (72) hours' notice to Provider, Provider shall make such books and records related to the Services available for inspection and audit by Customer or its designated agents at Customer's expense during Regular Work Hours and at the office where such books and records are kept; provided that Provider's company software, books and records not directly related to this Agreement shall not be subject to inspection or audit.

(c) If any such inspection or audit discloses that any error has occurred and that, as a result thereof, any overpayment or any underpayment has occurred, the amount thereof shall

promptly be paid with interest at the rate set forth in Section 5.4 to the Party to whom it is owed by the other Party; provided that Provider or Customer, as applicable, shall only be liable for any amounts hereunder that relate to a period within twelve (12) months of the date of the inspection or audit conducted by Customer.

5.5 Past Due Amounts.

Any amounts due under this Agreement, if not timely paid by the Party from whom they are due, shall bear interest at the per annum rate equal to the Prime Rate (as published in The Wall Street Journal) plus [one and one-half percent (1.5%)],² prorated on the basis of a 365-day year (or such lower rate as is the maximum rate permitted by Applicable Law) from the date that such amount was due and payable (taking into account any grace period herein provided) until the time that such amount is paid.

ARTICLE 6 REPRESENTATIONS AND WARRANTIES; COVENANTS

6.1 General Representations and Warranties.

Each Party, for itself only, hereby represents and warrants to the other Party hereto, as of the date hereof, that:

(a) It is an entity duly organized, validly existing and in good standing under the applicable laws of the jurisdiction in which it was formed.

(b) It has the requisite power and authority to enter into this Agreement and to perform its obligations hereunder (including with respect to any indemnity obligations hereunder), and the execution, delivery and performance hereof do not and will not contravene any Applicable Law, or any order of any court or Governmental Authority or agency applicable to or binding on it or any of its properties, or contravene the provisions of, or constitute a default under, its organizational documents or any indenture, mortgage, contract or other agreement or instrument to which it is a party or by which it or any of its property is bound or affected.

(c) This Agreement has been duly authorized by all necessary actions on the part of such Party and the execution, delivery and performance by such Party of this Agreement do not require any approval not already obtained by it or any approval or consent not already obtained of any trustee or holders of indebtedness or obligations of such Party.

(d) No authorization or approval or other action by, and no notice to or filing with, any Governmental Authority or regulatory body is required for the due execution, delivery or performance by such Party of this Agreement.

(e) The execution, delivery and performance of this Agreement have been duly authorized by all requisite entity actions.

(f) The person signing this Agreement is authorized to execute this Agreement on behalf of, and to bind, the applicable Party.

² NTD: To be confirmed.

(g) Assuming the due authorization, execution and delivery of this Agreement by the other Parties hereto, this Agreement constitutes its valid and binding obligation, enforceable against it in accordance with its terms, except to the extent such enforceability is limited by bankruptcy, insolvency, moratorium or similar laws affecting or relating to the enforcement of creditors' rights generally and by general equitable principles (regardless of whether such enforcement is considered in a proceeding in equity or at law).

(h) There are no pending or, to such Party's knowledge, threatened actions or proceedings against such Party before any court or administrative agency which would materially adversely affect such Party's ability to perform its obligations hereunder.

6.2 Additional Customer Representations and Warranties.

(a) Delegation of Authority and Authorization Documents. Customer has taken and performed all acts necessary, and has received all necessary authorizations, approvals or other actions required by, and has made all necessary filings with, any Governmental Authority that is required for the (i) delegation of authority to Provider as contemplated hereby (ii) filing with Provider an executed counterpart of the JPA and (iii) adoption of a resolution of its governing body approving the JPA and the execution and delivery thereof. The Authorization Documents represent a true, complete and accurate list of all such necessary authorizations, approvals, actions and filings and Customer has provided true, complete and accurate copies of the Authorization Documents to Provider as of the Effective Date. Other than the Authorization Documents, there are no other authorizations, approvals, filings or other actions required for Customer to enter into this Agreement, perform its obligations hereunder and delegate authority to Provider to perform the Services.

(b) Security Documents and Ancillary Documents. Subject to Provider's compliance with the Customer Approval Procedures and, in connection with any Energy Contract entered into on behalf of Customer, Provider is authorized to (i) enter into Energy Contracts on behalf of Customer, (ii) grant to the counterparties to any such Energy Contracts a first priority security interest in any amounts received from the Utility, Customer or the end-users in Customer's territory pursuant to such Energy Contracts (as contemplated in the Security Documents), (iii) arrange for any funds received from the Utility, Customer or such end-users in connection with such Energy Contracts to be deposited into a lockbox account pledged to the counterparties to any such Energy Contract and be paid to any such counterparties in accordance with the terms and conditions of such Energy Contracts, and (iv) enter into any needed ancillary documentation required in connection with the execution, performance or administration of the Energy Contracts or in connection with the provision of the Services.

(c) Authorized Officer. Customer has designated the Authorized Officer to approve Provider's execution of Energy Contracts as set forth in the Customer Approval Procedures, on behalf of Customer, for the purchase of energy and renewable energy and Customer has authorized the Authorized Officer to provide any such approval in the form attached hereto as Exhibit F. Upon receipt of the Authorized Officer's approval of any Energy Contract or other action, Provider is authorized to enter into such Energy Contract or perform such action on behalf of Customer.

6.3 Customer Covenants. Customer covenants and agrees as follows:

(a) Authorizing Documents. Customer shall maintain the Authorization Documents in full force and effect throughout the Term and shall immediately inform Provider of any

change to the identity of the Authorized Officer hereunder or to the Authorization Documents that may affect the ability of Provider to perform its obligations hereunder.

(b) Collateral Agent's Determinations. In performing the Services hereunder, Provider may rely upon the authorizations and instructions received from the Authorized Officer (if such authorization is required pursuant to the Customer Authorization Procedures) and may rely on the accuracy of the Customer Approval Procedures. Provider shall have no liability to Customer for actions taken in reliance on authorizations or instructions received by the Authorized Officer or in compliance with the Customer Approval Procedures. Until such time as Customer instructs Provider in writing that an individual is no longer an "Authorized Officer" hereunder, Provider shall have no duty to inquire as to the authority of such Authorized Officer to provide the authorizations or instructions in connection with the Services. In the event that Provider is at any time unsure as to the identity of the Authorized Officer hereunder, Provider may request written instructions from Customer as to the course of action to be adopted by Provider and Provider shall be entitled to conclusively rely upon such written instructions without liability to Customer or any other Person.

(c) Data Access. If requested by Provider, Customer shall assist Provider in obtaining information regarding Customer's end-users from the Utility, including the number of end-user customers that form part of Customer's community choice aggregation program, the energy consumption, load shapes and usage data of such end-users and the proportional share of such end-users in Customer's territory.

6.4 Response Time.

(a) Customer Response Time.

(i) In all circumstances where Provider requests the approval, consent or cooperation of Customer to any action (or inaction) hereunder, Customer shall consider and respond to such request as promptly as feasible under the circumstances.

(ii) Provider will exercise commercially reasonable efforts to provide as much advance notice of such request as is reasonable given the prevailing circumstances and the nature of the matters for which a response is requested.

(iii) If Provider is prevented from performing its obligations under this Agreement as the result of an unreasonable delay on the part of Customer to provide a required response required pursuant hereto, then Provider's obligations hereunder shall be excused until such time as Customer provides its required response.

(b) Provider Response Time.

(i) With respect to the provision of the Services, Provider shall promptly respond to any request or direction from or on behalf of Customer and to any event that requires action by Provider pursuant to this Agreement within the time frame by which such response is required hereunder.

ARTICLE 7 INDEMNIFICATION

7.1 Indemnification by Provider.

(a) Subject to Section 7.1(b), Provider shall defend, indemnify and hold harmless each Customer Indemnified Party from and against any and all Claims incurred or asserted against such Customer Indemnified Party arising out of or otherwise in connection with Provider's gross negligence, bad faith, recklessness or willful misconduct in connection with the performance of the Services hereunder, including any Claims relating to any liability resulting from any violation of or noncompliance with any Applicable Law to be complied with by Provider hereunder. Provider's obligations under this paragraph shall include all costs (including but not limited to attorneys fees) incurred in performing the same. Customer may employ counsel at its own expense with respect to any claims or demands asserted or sought to be collected against it; provided, if counsel is employed because Provider does not assume control of the defense, Provider will bear the reasonable expenses of Customer's counsel.

(b) Notwithstanding anything to the contrary in the foregoing, Provider shall not be required to defend, indemnify or hold harmless any Customer Indemnified Party from and against, and no Customer Indemnified Party shall be exculpated from, any Claims to the extent such Claims (i) are caused by or arise from the breach of this Agreement by Customer or the gross negligence, bad faith, recklessness or willful misconduct of such Customer Indemnified Party; (ii) relate to changes to the market rate for electricity, including the fact that, from time to time, negotiated rates under Energy Contracts entered into by Provider on behalf of Customer may be higher than rates charged by the Utility, (iii) relate to defaults under the Energy Contracts that are not caused by Provider's gross negligence, bad faith, recklessness or willful misconduct, or (iv) are the result of a change in governmental regulation or a change in Applicable Law.

7.2 Indemnification by Customer.

(a) Subject to Section 7.2(b), Customer shall defend, indemnify and hold harmless each Provider Indemnified Party from and against any and all Claims incurred or asserted against such Provider Indemnified Party arising out of or otherwise in connection with this Agreement and/or Provider's entry into any Energy Contract on behalf of Customer or the end-users in Customer's territory, including any Claims resulting from (i) the failure of Customer (or the end-users in its territory) to make payments with respect to an Energy Contract, or (ii) a default by Provider under any Energy Contract entered into pursuant hereto. Customer's obligations under this paragraph shall include all costs (including but not limited to attorneys fees) incurred in performing the same. Provider may employ counsel at its own expense with respect to any claims or demands asserted or sought to be collected against it; provided, if counsel is employed because Customer does not assume control of the defense, Customer will bear the reasonable expenses of Provider's counsel.

(b) Notwithstanding anything to the contrary in the foregoing, Customer shall not be required to defend, indemnify or hold harmless any Provider Indemnified Party from and against, and no Provider Indemnified Party shall be exculpated from, any Claims to the extent caused by or arising from the breach of this Agreement by Provider or the gross negligence, bad faith, recklessness or willful misconduct of such Provider Indemnified Party.

7.3 Indemnification Procedure.

(a) After receipt by an Indemnified Party of notice of the commencement of any Claim that is indemnifiable by Provider under Section 7.1 or Customer under Section 7.2 (as applicable, in such capacity, the "**Indemnifying Party**"), such Indemnified Party shall give prompt written notice to the relevant Indemnifying Party of the commencement thereof. The failure to

promptly notify such Indemnifying Party shall not relieve the Indemnifying Party of any liability that it may have to any Indemnified Party with respect to such action; provided that, to the extent that any such failure to provide prompt notice is responsible for an increase in the indemnity obligations of the Indemnifying Party, the Indemnifying Party shall not be responsible for any such increase.

(b) When required to indemnify an Indemnified Party in accordance with this Article 7, the relevant Indemnifying Party shall assume on behalf of such Indemnified Party and conduct with due diligence and in good faith the defense of any Claim against such Indemnified Party, whether or not the Indemnifying Party shall be joined therein, and the Indemnified Party shall cooperate with the Indemnifying Party in such defense.

(c) The Indemnifying Party shall have charge and direction of the defense and settlement of such Claim; provided, however, that without relieving the Indemnifying Party of its obligations hereunder or impairing the Indemnifying Party's right to control the defense or settlement thereof, the Indemnified Party may elect to participate through separate counsel in the defense of any such Claim, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party unless (i) the employment of counsel by such Indemnified Party has been authorized in writing by the Indemnifying Party, (ii) the Indemnified Party shall have reasonably concluded that there exists a material conflict of interest between the Indemnifying Party and such Indemnified Party in the conduct of the defense of such Claim (in which case the Indemnifying Party shall not have the right to control the defense or settlement of such Claim on behalf of such Indemnified Party) or (iii) the Indemnifying Party shall not have employed counsel to assume the defense of such Claim within a reasonable time after notice of the commencement thereof. In each of such cases the reasonable fees and expenses of counsel shall be at the expense of the Indemnifying Party.

(d) The Indemnifying Party shall obtain the prior written consent of the Indemnified Party (which consent shall not be unreasonably withheld or delayed) before entering into a settlement of or ceasing to defend such claim or action if, pursuant to or as a result of such settlement or cessation, injunctive or equitable relief or other non-monetary relief, remedy or arrangement will be imposed against the Indemnified Party or if the Indemnifying Party will not fully pay or satisfy all amounts payable with respect to such proceeding or settlement. In no event shall the Indemnifying Party be required to indemnify an Indemnified Party with respect to amounts paid in settlement of a claim unless such claim was settled with the consent of the Indemnifying Party.

7.4 Limitations of Liability.

(a) Total Limitation of Liability. Except for amounts payable as provided in Section 7.1 (Indemnification), Provider's total liability under this Agreement to Customer Indemnified Parties on all Claims of any kind, whether based on contract, indemnity, warranty, tort (including negligence), strict liability or otherwise, for all losses or damages arising out of, connected with, or resulting from this Agreement or from the performance or breach thereof, or from any services covered by or furnished during the Term of this Agreement shall with respect to any fiscal year in no case exceed one hundred percent (100%) of the value of the Fixed Fee payable in such fiscal year. Similarly, except for amounts payable as provided in Section 7.2 (Indemnification), Customer's total liability under this Agreement to Provider Indemnified Parties on all Claims of any kind, whether based on contract, indemnity, warranty, tort (including negligence), strict liability or otherwise, for all losses or damages arising out of, connected with, or resulting from this Agreement or from the performance or breach thereof, or from any services covered by or furnished during the Term of this Agreement shall

with respect to any fiscal year in no case exceed one hundred percent (100%) of the value of the Fixed Fee payable in such fiscal year.

(b) No Liability for Energy Contracts. Customer acknowledges that Provider will be entering into Energy Contracts on behalf of Customer and the end-users in Customer's territory. Customer acknowledges and agrees that neither Provider nor any member of Provider shall be liable for the amount of any shortfall between the payments due to the counterparty under such Energy Contracts and the amount received from such end-users unless such shortfall is the result of the gross negligence, willful misconduct, conversion, misappropriation or theft on the part of Provider.

(c) Waiver of Consequential Damages. Except in connection with indemnification for third-party Claims or Claims resulting from gross negligence or willful misconduct, in no event, whether based on contract, indemnity, warranty, tort (including negligence), strict liability or otherwise, shall a Party or its respective Affiliates be liable for special, incidental, exemplary, indirect or consequential damages.

7.5 Survival.

Notwithstanding any other provision of this Agreement, the provisions of this Article 7 are intended to and shall survive termination of this Agreement

ARTICLE 8 TERMINATION

8.1 Termination by Customer.

(a) Termination for Cause.

(i) Without limiting any other rights or remedies it may have, Customer shall be entitled to terminate this Agreement for cause by delivery of a Termination Notice to Provider in connection with the occurrence of any of the following events:

(1) Provider fails to make any payment required to be made by Provider to Customer hereunder when such payment is due and owing under this Agreement, and such failure shall continue for ten (10) days after written notice thereof has been given to Provider.

(2) Provider has filed against it petitions under any insolvency or bankruptcy Law of any jurisdiction which are not dismissed within ninety (90) days of the date filed, proposes any dissolution, liquidation, composition, financial reorganization or recapitalization with creditors, makes a general assignment for the benefit of creditors, files a voluntary petition in bankruptcy under any provision of Applicable Law or consents to the filing of any bankruptcy or reorganization petition against it under any similar law, or if receivers, trustees, custodians or similar agents are appointed or take possession with respect to any property or business of Provider.

(3) Provider fails to comply (other than for Force Majeure reasons) in any material respect with any term, provision or covenant of this Agreement, other than the payment of sums to be paid hereunder, and such failure shall

continue for sixty (60) days after written notice thereof has been given to Provider; provided, however, that if such failure cannot reasonably be cured within said sixty (60) day period and Provider has diligently commenced the cure of such failure within said period, then Provider shall have a commercially reasonable additional period of time to cure such default not to exceed an additional one hundred eighty (180) days.

(4) Provider assigns this Agreement in violation of the provisions of Section 13.6.

(ii) Notwithstanding the foregoing, Customer shall not have the right to terminate this Agreement pursuant to this Section 8.1(a) if the occurrence of any of the events or conditions described in this Section 8.1(a) is the result of Customer's bad faith, willful misconduct or gross negligence.

(b) Termination for Convenience. Notwithstanding anything to the contrary in this Agreement, Customer shall be entitled to terminate this Agreement or any part of the Services for convenience, at Customer's sole discretion with or without cause, by delivery of a Termination Notice to Provider at any time after the expiration of the Base Term.

(c) Timing of Termination. If Customer delivers a Termination Notice to Provider pursuant to Section 8.1(a) or 8.1(b), this Agreement shall terminate as set forth in Section 8.4.

8.2 Termination by Provider.

(a) Termination for Cause.

(i) Without limiting any other rights or remedies it may have, Provider shall be entitled to terminate this Agreement for cause by delivery of a Termination Notice to Customer in connection with the occurrence of any of the following events:

(1) Customer has failed to make any undisputed payment required to be made to Provider under this Agreement and such failure is not remedied within [ten] ([10]) days after the date on which Customer has received notice of such failure to make such payment.

(2) Customer has filed against it petitions under any insolvency or bankruptcy Law of any jurisdiction which are not dismissed within ninety (90) days of the date filed, proposes any dissolution, liquidation, composition, financial reorganization or recapitalization with creditors, makes a general assignment for the benefit of creditors, files a voluntary petition in bankruptcy under any provision of Applicable Law or consents to the filing of any bankruptcy or reorganization petition against it under any similar law, or if receivers, trustees, custodians or similar agents are appointed or take possession with respect to any property or business of Customer.

(3) Customer fails to comply (other than for Force Majeure reasons) in any material respect with any term, provision or covenant of this Agreement, other than the payment of sums to be paid hereunder, and such

failure shall continue for sixty (60) days after written notice thereof has been given to Customer; provided, however, that if such failure cannot reasonably be cured within said sixty (60) day period and Customer has diligently commenced the cure of such failure within said period, then Customer shall have a commercially reasonable additional period of time to cure such default not to exceed an additional one hundred eighty (180) days.

(4) Customer assigns this Agreement in violation of the provisions of Section 13.6.

(ii) Provider shall not have the right to terminate this Agreement pursuant to this Section 8.2(a) if the occurrence of any of the events or conditions described in this Section 8.2(a) is the result of Provider's bad faith, willful misconduct or gross negligence.

(b) Termination for Convenience. Notwithstanding anything to the contrary in this Agreement, Provider shall be entitled to terminate this Agreement or any part of the Services for convenience, at Provider's sole discretion with or without cause, by delivery of a Termination Notice to Customer at any time after the expiration of the Base Term; provided that no Termination Notice shall be effective for at least thirty (30) days following Customer's receipt of the same, or any such longer period as may be indicated in the Termination Notice.

(c) Timing of Termination. If Provider delivers a Termination Notice to Customer pursuant to Section 8.2(a) or 8.2(b), this Agreement shall terminate as set forth in Section 8.4.

8.3 Cooperation Upon Termination.

In connection with any termination of this Agreement in accordance herewith, at the reasonable request of Customer, Provider shall cooperate with Customer to provide for the orderly transition of the performance of the Services to a replacement administrator, including the transfer of documentation and data access.

8.4 Effect of Termination; No Prejudice.

(a) Effect of Termination. Subject to clause (b) below, if Customer or Provider delivers a Termination Notice in accordance with, and as permitted by, this Agreement, then this Agreement shall terminate on the later to occur of (i) ninety (90) days from the date of such Termination Notice and (ii) the date on which all of the Energy Contracts to which Provider is a party on behalf of Customer on the date of such Termination Notice have terminated in accordance with their respective terms.

(b) No Prejudice. Termination of this Agreement shall not affect any rights or obligations as between the Parties that may have accrued prior to such termination or that expressly or by implication are intended to survive termination whether resulting from the event giving rise to termination or otherwise. In addition, except as expressly provided for herein, termination of this Agreement for any reason shall be without prejudice to Provider's right to receive a proportional amount of the Fixed Fees or payment of any outstanding Reimbursable Expenses as of the date of termination. Except as otherwise set forth in this Agreement, remedies are cumulative and the exercise of, or failure to exercise, one or more remedies by a Party shall not limit or preclude the exercise of, or

constitute a waiver of, other remedies provided for under this Agreement by such Party. For breach of any provision of this Agreement for which an express remedy or measure of damages is herein provided, (i) such express remedy or measure of damages shall be the sole and exclusive remedy hereunder, (ii) the liability of the Party that has committed such breach shall be limited as set forth in such provision and (iii) the Parties hereby waive all other remedies or damages at law or in equity with respect to such breach. If no remedy or measure of damages is expressly provided herein with respect to a breach of any provision of this Agreement, the liability of the Party that has committed such breach shall be limited to direct actual damages only; provided that this limitation shall not apply to (A) Provider's obligation with respect to indemnifying and holding harmless each Customer Indemnified Party to the extent of any amount owed to a third party other than a Customer Indemnified Party, if any, or (B) Customer's obligation with respect to indemnifying and holding harmless each Provider Indemnified Party to the extent of any amount owed to a third party other than an Provider Indemnified Party.

ARTICLE 9 FORCE MAJEURE

9.1 Force Majeure.

(a) Notwithstanding any other provision of this Agreement, each Party's obligations under this Agreement shall be suspended by any Force Majeure if and to the extent that such Party is prevented or delayed from performing by reason of the Force Majeure; provided, however, that:

(i) the suspension of performance shall be of no greater scope and of no longer duration than is necessarily caused by the Force Majeure and required by any remedial measures;

(ii) no obligations of any Party that arose before the occurrence of Force Majeure shall be excused as the result of the occurrence; and

(iii) each Party shall use commercially reasonable efforts to remedy its inability to perform; provided, further, that no Force Majeure shall excuse any payment obligations of either Provider or Customer otherwise due hereunder.

(b) If the performance by a Party of its obligations under this Agreement is affected by any Force Majeure, such Party shall as soon as practicable notify the other Parties of the nature and extent thereof.

ARTICLE 10 NOTICES

10.1 Notices.

(a) All notices and other communications required or permitted by this Agreement or by Applicable Law to be served upon or given to a Party by any other Party shall be deemed duly served, given and received (i) on the date of service if served personally or if sent by facsimile transmission or electronic mail during Regular Work Hours (each with appropriate confirmation of

receipt) to the Party to whom notice is to be given, or (ii) on the fourth (4th) day after mailing, if mailed by first class registered or certified mail, postage prepaid or (iii) on the next day if sent by a nationally recognized courier for next day service and so addressed and if there is evidence of acceptance by receipt addressed to the address(es) set forth in Exhibit C.

(b) The Parties, by like notice in writing, may designate, from time to time, another address or office to which notices shall be given pursuant to this Agreement.

ARTICLE 11 CONFIDENTIALITY

11.1 General Confidential Information.

(a) Except as otherwise provided in this Agreement, without the prior written consent of the other Parties hereto, no Party shall disclose Confidential Information (as defined below) received in connection with the performance of the Services.

(b) The recipient of any Confidential Information shall use the same degree of care that it uses to protect its own confidential information of like nature, but no less than a reasonable degree of care, to maintain in confidence the Confidential Information of the disclosing Party.

(c) No Party shall have any obligation under this Section 11.1 with respect to any information that:

(i) at the time of disclosure is in the public domain, or thereafter becomes part of the public domain, in each case through a source other than the receiving Party in violation of this Agreement;

(ii) is subsequently learned by receiving Party from a third party that, to the knowledge of the receiving Party, is not under an obligation to keep such information confidential;

(iii) was known to the receiving Party at the time of disclosure without confidentiality restrictions, as can be demonstrated by contemporaneous written evidence;

(iv) is generated independently by the receiving Party without reference to the Confidential Information of the disclosing Party, as can be demonstrated by contemporaneous written evidence, or

(v) is required to be disclosed pursuant to Applicable Law, regulation, subpoena, other legal process or professional requirements, or in connection with the enforcement of the receiving Party's rights under this Agreement. Prior to any such disclosure, the disclosing Party shall, to the maximum extent possible, provide reasonable notice to the other Party, with adequate time (to be judged based upon the facts and circumstances surrounding the disclosure) for the non-disclosing party to seek court intervention if it should so elect in its sole and absolute discretion.

(d) For purposes of this Agreement, "Confidential Information" shall mean:

(i) this Agreement, and

(ii) all information or material regarding the Services to be performed hereunder whether or not owned or developed by the disclosing Party which the receiving Party may obtain knowledge of, through or as a result of the relationship established hereunder with the disclosing Party.

(e) Provider shall obtain written approval from the relevant Customer in connection with any press release or promotional materials that reference the relationship established through this Agreement and such Parties shall agree on the form and content of such press release. Any other press announcement by a Party regarding the subject matter of this Agreement will be subject to the approval of the other Parties hereto, which approval shall not be unreasonably withheld or delayed.

11.2 Limited Disclosure of Confidential Information.

Notwithstanding the provisions of Section 11.1, Provider shall be entitled to the extent necessary for the performance of its duties hereunder to allow access to the Confidential Information to such of its employees and consultants who are directly concerned with the carrying out of Provider's duties under this Agreement, provided that Provider shall inform each of such Persons of the confidential nature of, and Provider's obligation of confidentiality with respect to, such Confidential Information and such employees and consultants shall agree to keep the Confidential Information confidential in accordance with the terms of this Agreement.

ARTICLE 12 DISPUTE RESOLUTION

12.1 Negotiations.

The Parties shall attempt in good faith to resolve all disputes promptly by negotiation, as set forth below.

(a) A Party may give another Party written notice of any dispute between such Parties that has not been resolved in the normal course of business. Representatives of such Parties at levels one level above the personnel who have previously been involved in the dispute shall meet at a mutually acceptable time and place within ten (10) days after delivery of such notice, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute.

(b) If such representatives are unable to resolve, or do not anticipate being able to resolve, the dispute within twenty (20) days after receiving notice of such dispute, either Party may initiate legal proceedings in a court of competent jurisdiction as provided in Section 13.2.

(c) If a Party intends to be accompanied at a meeting by an attorney, the other Party shall be given at least three (3) Business Days' notice of such intention so that the other Party may also be accompanied by an attorney. All negotiations pursuant to this Section 12.1 are confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and applicable state rules of evidence. Each Party shall bear its own costs for this dispute resolution phase.

12.2 Continued Prosecution of the Work.

In case of any dispute, Provider shall continue to diligently perform its obligations under this Agreement, and, without limiting the generality of the foregoing and subject to Section 5.3(c), Customer shall continue to make payments to Provider for those portions of the Services performed hereunder that are not the subject of dispute in accordance with this Agreement.

ARTICLE 13 MISCELLANEOUS

13.1 Execution.

This Agreement may be executed in any number of counterparts and by the different Parties on separate counterparts, each of which, when so executed and delivered (including by electronic mail), shall be an original, but all such counterparts shall together constitute but one and the same instrument.

13.2 Governing Law; Venue and Jurisdiction.

THIS AGREEMENT SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO ITS CONFLICT OF LAWS RULES.

ANY LITIGATION ARISING HEREUNDER SHALL BE SUBJECT TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED IN THE STATE OF CALIFORNIA AND VENUE SHALL BE IN THE UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF CALIFORNIA OR THE SUPERIOR COURT FOR THE STATE OF CALIFORNIA LOCATED IN LOS ANGELES COUNTY. ANY OF THE FOREGOING COURTS SHALL HAVE PERSONAL JURISDICTION OVER THE PARTIES HERETO. EACH PARTY WAIVES ANY AND ALL RIGHTS TO CONTEST SAID JURISDICTION AND VENUE AND WAIVES ANY RIGHT TO COMMENCE ANY ACTION AGAINST THE OTHER PARTY IN ANY OTHER JURISDICTION.

13.3 Jury Waiver and Judicial Reference.

(a) EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

(b) IN THE EVENT ANY LEGAL PROCEEDING IS FILED IN A COURT OF THE STATE OF CALIFORNIA (THE "**COURT**") BY OR AGAINST ANY PARTY HERETO IN CONNECTION WITH ANY CONTROVERSY, DISPUTE OR CLAIM DIRECTLY OR

INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY) (EACH, A “**DISPUTE**”) AND THE WAIVER SET FORTH IN THE PRECEDING PARAGRAPH IS NOT ENFORCEABLE IN SUCH ACTION OR PROCEEDING, THE PARTIES HERETO AGREE AS FOLLOWS:

(c) WITH THE EXCEPTION OF THE MATTERS SPECIFIED IN PARAGRAPH (b) BELOW, ANY DISPUTE WILL BE DETERMINED BY A GENERAL REFERENCE PROCEEDING IN ACCORDANCE WITH THE PROVISIONS OF CALIFORNIA CODE OF CIVIL PROCEDURE SECTIONS 638 THROUGH 645.1. THE PARTIES INTEND THIS GENERAL REFERENCE AGREEMENT TO BE SPECIFICALLY ENFORCEABLE IN ACCORDANCE WITH CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 638.

(d) THE FOLLOWING MATTERS SHALL NOT BE SUBJECT TO A GENERAL REFERENCE PROCEEDING: (1) NON-JUDICIAL FORECLOSURE OF ANY SECURITY INTERESTS IN REAL OR PERSONAL PROPERTY, (2) EXERCISE OF SELF-HELP REMEDIES (INCLUDING, WITHOUT LIMITATION, SET-OFF), (3) APPOINTMENT OF A RECEIVER AND (4) TEMPORARY, PROVISIONAL OR ANCILLARY REMEDIES (INCLUDING, WITHOUT LIMITATION, WRITS OF ATTACHMENT, WRITS OF POSSESSION, TEMPORARY RESTRAINING ORDERS OR PRELIMINARY INJUNCTIONS). THIS AGREEMENT DOES NOT LIMIT THE RIGHT OF ANY PARTY TO EXERCISE OR OPPOSE ANY OF THE RIGHTS AND REMEDIES DESCRIBED IN CLAUSES (1) – (4) AND ANY SUCH EXERCISE OR OPPOSITION DOES NOT WAIVE THE RIGHT OF ANY PARTY TO A REFERENCE PROCEEDING PURSUANT TO THIS AGREEMENT.

(e) UPON THE WRITTEN REQUEST OF ANY PARTY, THE PARTIES SHALL SELECT A SINGLE REFEREE, WHO SHALL BE A RETIRED JUDGE OR JUSTICE. IF THE PARTIES DO NOT AGREE UPON A REFEREE WITHIN TEN (10) DAYS OF SUCH WRITTEN REQUEST, THEN, ANY PARTY MAY REQUEST THE COURT TO APPOINT A REFEREE PURSUANT TO CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 640(B).

(f) ALL PROCEEDINGS AND HEARINGS CONDUCTED BEFORE THE REFEREE, EXCEPT FOR TRIAL, SHALL BE CONDUCTED WITHOUT A COURT REPORTER, EXCEPT WHEN ANY PARTY SO REQUESTS, A COURT REPORTER WILL BE USED AND THE REFEREE WILL BE PROVIDED A COURTESY COPY OF THE TRANSCRIPT. THE PARTY MAKING SUCH REQUEST SHALL HAVE THE OBLIGATION TO ARRANGE FOR AND PAY COSTS OF THE COURT REPORTER, PROVIDED THAT SUCH COSTS, ALONG WITH THE REFEREE’S FEES, SHALL ULTIMATELY BE BORNE BY THE PARTY WHO DOES NOT PREVAIL, AS DETERMINED BY THE REFEREE.

(g) THE REFEREE MAY REQUIRE ONE OR MORE PREHEARING CONFERENCES. THE PARTIES HERETO SHALL BE ENTITLED TO DISCOVERY, AND THE REFEREE SHALL OVERSEE DISCOVERY IN ACCORDANCE WITH THE RULES OF DISCOVERY, AND MAY ENFORCE ALL DISCOVERY ORDERS IN THE SAME MANNER AS ANY TRIAL COURT JUDGE IN PROCEEDINGS AT LAW IN THE STATE OF CALIFORNIA. THE REFEREE SHALL APPLY THE RULES OF EVIDENCE APPLICABLE TO PROCEEDINGS AT LAW IN THE STATE OF CALIFORNIA AND SHALL DETERMINE ALL ISSUES IN ACCORDANCE WITH APPLICABLE STATE AND FEDERAL LAW. THE REFEREE SHALL BE EMPOWERED TO ENTER EQUITABLE AS WELL AS LEGAL RELIEF AND RULE ON

ANY MOTION WHICH WOULD BE AUTHORIZED IN A TRIAL, INCLUDING, WITHOUT LIMITATION, MOTIONS FOR DEFAULT JUDGMENT OR SUMMARY JUDGMENT. THE REFEREE SHALL REPORT HIS OR HER DECISION, WHICH REPORT SHALL ALSO INCLUDE FINDINGS OF FACT AND CONCLUSIONS OF LAW.

(h) THE PARTIES RECOGNIZE AND AGREE THAT ALL DISPUTES RESOLVED IN A GENERAL REFERENCE PROCEEDING PURSUANT HERETO WILL BE DECIDED BY A REFEREE AND NOT BY A JURY.

13.4 Amendments, Supplements, Etc.

Neither this Agreement nor any of the terms hereof may be amended, supplemented, or modified orally, but only by an instrument in writing signed by Provider and by Customer.

13.5 Headings.

The headings of the Articles and Sections of this Agreement have been inserted for convenience of reference only and shall not modify, define or limit any of the terms or provisions hereof.

13.6 Assignment.

(a) Neither Party may assign, pledge or otherwise transfer this Agreement without the prior written consent of the other Party.

(b) Any attempted assignment, pledge or other transfer in violation of this Section 13.6 shall be null and void.

13.7 Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of the Parties, and their respective successors and assigns, to the extent that assignment is permitted hereunder.

13.8 Other Customers.

Nothing in this Agreement shall be construed to prevent or prohibit Provider from providing the same or similar services to any Person not a Party to this Agreement and from entering into a form of agreement substantially similar to this Agreement with any such Persons; provided that the provision of such services does not adversely affect Provider's ability to perform its obligations hereunder.

13.9 Waiver.

No provision of this Agreement may be waived except in writing by the waiving Party. The waiver of any breach of any term or condition hereof shall not be deemed a waiver of any other or subsequent breach, whether of like or different nature.

13.10 Severability.

If any provision of this Agreement is declared by a court of competent jurisdiction to be illegal, unenforceable or void, that provision shall be modified so as to be enforceable and as nearly as possible reflect the original intention of the Parties, it being agreed and understood by the Parties that (i) this Agreement and all the provisions hereof shall be enforceable in accordance with their respective terms to the fullest extent permitted by Applicable Law, and (ii) the remainder of this Agreement shall remain in full force and effect.

13.11 Construction.

Every term and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any Party.

13.12 Entire Agreement.

This Agreement, including the exhibits and schedules attached hereto, which are hereby incorporated by this reference as though fully set forth herein, constitutes the entire agreement between the Parties with respect to the subject matter hereof. Nothing in this Agreement, express or implied, is intended to confer upon any Person other than the Parties any rights, remedies, obligations or liabilities under or by reason of this Agreement.

13.13 Third-Party Beneficiaries.

This Agreement is made and entered into for the sole benefit of the Parties and each of their permitted successors and assigns and no other person or entity shall be a direct or indirect legal beneficiary of, have any rights under, or have any direct or indirect cause of action or claim in connection with this Agreement.

13.14 Survival.

Section 4.4, Section 5.4, Section 5.6, Article 7, Article 8, Article 9, and Article 13 shall survive the termination or expiration of this Agreement and any provision which by its terms or by implication is intended to survive the termination or expiration of this Agreement shall so survive.

13.15 No Rules of Construction Against Drafter.

Each Party acknowledges that it and its attorneys have been given an equal opportunity to negotiate the terms and conditions of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party or any similar rule operating against the drafter of an agreement shall not be applicable to the construction or interpretation of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the duly authorized officers of the Parties have executed this Agreement as of the Effective Date.

CALIFORNIA CHOICE ENERGY AUTHORITY

By: _____
Name:
Title:

[NAME OF CUSTOMER CCA]

By: _____
Name:
Title:

EXHIBIT A
SCHEDULE OF DEFINITIONS

The terms defined in this Schedule of Definitions shall include the plural as well as the singular and the singular as well as the plural. Except as otherwise indicated, all the agreements or instruments herein defined shall mean such agreements or instruments as the same may from time to time be supplemented or amended or the terms thereof waived or modified to the extent permitted by, and in accordance with, the terms thereof. When used in the Agreement (as defined below), unless otherwise defined therein, the following terms shall have the respective meanings set forth below:

“Affiliate” of a Person (the “First Person”) shall mean a Person which directly or indirectly Controls, or is Controlled by, or is under common control with, the First Person, and shall also include any limited partnership or limited liability company of which the First Person or Affiliate thereof is the general partner, managing member or manager, as the case may be, and any Subcontractor, agent, representative, employee or authorized personnel of the First Person. “Control” of a Person shall mean the Customership, directly or indirectly, of more than fifty percent (50%) of the voting securities of that Person.

“Agreement” means this Administrative Services Agreement between Customer and Provider.

“Applicable Law” shall mean all laws, statutes, orders, decrees, injunctions, licenses, permits, approvals, agreements and regulations of any Governmental Authority having jurisdiction over the matter in question which are applicable to or which affect Provider’s provision of the Services and/or the subject matters encompassed by this Agreement.

“Authorization Documents” shall mean the documents identified and summarized in Exhibit D, and the requirements of any documents in replacement of the foregoing or in addition thereto provided by Customer and added to and summarized in Exhibit D from time to time.

“Authorized Officer” means the officer(s) of Customer designated as an “Authorized Officer” in the Customer Approval Procedures.

“Base Term” shall have the meaning set forth in Section 3.1(a).

“Business Day” shall mean any day except a Saturday, Sunday or other day on which commercial banks in the State of California are authorized by law to close.

“Claims” shall mean claims, actions, damages, expenses (including reasonable attorneys’ fees), fines, penalties, losses or liabilities.

“Code” shall have the meaning given thereto in the recitals.

“Confidential Information” shall have the meaning given in Section 11.1(e).

“CPUC” shall have the meaning given thereto in the recitals.

“Customer” shall have the meaning given thereto in the introductory paragraph of the Agreement, and its permitted successors and assigns, if any, under the Agreement.

“Customer Approval Procedures” means the approval procedures set forth in Exhibit E hereto.

“Customer Indemnified Party” shall mean Customer (including successors and permitted assigns) and its shareholders, partners, directors, officers, agents and employees.

“Disputed Payment” shall have the meaning given thereto in Section 5.2(c).

“Effective Date” shall have the meaning given in the introductory paragraph of this Agreement.

“Energy Contract” means an agreement for the purchase of energy, renewable energy or related products, including a power purchase agreement and/or confirmation letter thereto, entered into by Provider for the benefit of Customer.

“FERC” means the Federal Energy Regulatory Commission.

“Fixed Fee” shall have the meaning given thereto in Section 5.1(a).

“Fixed Fee Services” shall have the meaning given thereto in Section 4.1(a).

“Force Majeure” shall mean any event that wholly or partly prevents or delays the performance by the Party affected of any obligation arising under this Agreement, but only if and to the extent such event is not within the reasonable control, directly or indirectly, of and not the fault of the Party affected including (provided that the foregoing requirements are satisfied): condemnation; expropriation; invasion; plague; drought; landslide; storms or wind of sufficient intensity to prevent safe performance of work; tornado; hurricane; tsunami; flood; lightning; earthquake; fire; explosion; epidemic; quarantine; war (declared or undeclared), terrorism or other armed conflict; material physical damage to an energy facility caused by third parties; strikes and other labor disputes (including collective bargaining disputes and lockouts) involving Subcontractors; riot or similar civil disturbance or commotion; other acts of God; acts of the public enemy; blockade; insurrection, riot or revolution; sabotage or vandalism; embargoes; and actions of a Governmental Authority (excluding the actions of the claiming party). “Force Majeure” shall not include (1) an event that prevents or delays (i) Provider’s or Customer’s compliance with (a) Applicable Laws; and (b) Permits required under Applicable Law in connection with such Party’s performance under this Agreement and (ii) Customer’s indemnity obligations hereunder, (2) labor shortages; (3) labor strikes and other labor disputes (including collective bargaining disputes and lockouts) with regard to work by Provider or a Subcontractor (except if such action is part of a regional or national action); or (4) economic hardship (including lack of money).

“GDPIPD” shall mean the Gross Domestic Product Implicit Price Deflator, as published by the United States General Accounting Office immediately preceding the applicable date of adjustment, or such other index as mutually agreed upon between Provider and Customer.

“Governmental Authority” shall mean any federal, provincial, state or local government authority, agency, court or other body, officer or public entity, including any zoning authority, building inspector, or health or safety inspector, including the CPUC.

“Indemnified Party” shall mean a Provider Indemnified Party or Customer Indemnified Party.

“Indemnifying Party” shall have the meaning given thereto in Section 7.3.

“JPA” shall mean that certain Joint Exercise of Powers Agreement Relating to the California Clean Energy Authority dated August 14, 2012, as the same has been or may be amended from time to time.

“Payment Date” shall have the meaning given thereto in Section 5.2.

“Payment Invoice” shall have the meaning given thereto in Section 5.2.

“Permit” shall mean any waiver, exemption, variance, franchise, certification, approval, permit, authorization, license, consent, or similar order of or from any Governmental Authority having jurisdiction over the matter in question.

“Person” shall mean any individual, partnership, joint stock company, corporation, trust, unincorporated association or joint venture, a government or any department or agency thereof, or any other entity.

“Provider” shall have the meaning given thereto in the introductory paragraph of this Agreement, and its successors and permitted assigns, if any.

“Provider Indemnified Party” shall mean Provider and its Affiliates and their respective shareholders, partners, directors, officers, agents, employees and representatives.

“Provider Permits” means those permits required under Applicable Law in order for Provider to perform its obligations hereunder.

“Provider Policies” shall mean Provider’s health, safety and environmental policies.

“Regular Work Hours” means [8:00 am] (PT) to [5:00 pm] (PT) on a Business Day.

“Reimbursable Expenses” shall have the meaning set forth in Section 5.2.

“Reimbursable Services” shall have the meaning given thereto in Section 4.1(b).

“Reimbursable Services Review Threshold” shall have the meaning given thereto in Section 4.1(b).

“Scope of Work Exhibit” means Exhibit B hereto.

“Security Documents” means, with respect to each Energy Contract, the security documents entered into by Provider in connection therewith pursuant to which Provider grants to the counterparty to such Energy Contract (or its collateral agent) a security interest in any and all monies received from the Utility or the end-users in Customer’s territory in connection with such Energy Contract, which security documents shall include (i) an account control agreement among Provider, an account bank and the counterparty to such Energy Contract (or its collateral agent), (ii) an intercreditor and collateral agency agreement, among Provider, the counterparties to such Energy Contracts and, if applicable, the collateral agent, and (iii) a security agreement between Provider and the counterparty to such Energy Contract (or its collateral agent).

“Services” shall have the meaning set forth in Section 4.1 and shall be comprised of the Fixed Fee Services and the Reimbursable Services.

“Subcontractors” means any subcontractor, of any tier, vendor or supplier of materials, equipment or services to Provider or any subcontractor, of any tier, of any Person engaged or employed by Provider or any subcontractor of any tier that provides any part of the Services.

“Term” shall have the meaning set forth in Section 3.1(a).

“Terminating Party” shall have the meaning given thereto in Section 8.1.

“Termination Notice” shall have the meaning given thereto in Section 3.1(b).

“Utility” means [Pacific Gas and Electric] [Southern California Edison] [San Diego Gas & Electric].

EXHIBIT B
SCOPE OF WORK

A. **Fixed Fee Services**

1. **Portfolio Operations**

(a) Energy Procurement.

(i) Provider to consider load patterns of the CCA and advise Customer on assembling a supply portfolio that will match resources to the aggregate load shape of the CCA's customer base.

(ii) Provider to negotiate contracts for the sale of electricity to fill the load requirements of the CCA.

(b) Risk and Credit Management.

(i) Provider to monitor the credit rating and financial condition of Customer's energy suppliers.

(ii) Provider to periodically calculate the financial exposure to a specific supplier.

(c) Load Forecasting and Data Collection.

(i) Provider to collect, process and forecast load information.

(d) Scheduling Coordination.

(i) Provider to coordinate scheduling with the grid operator's schedule coordinator; exchange customer usage and billing formation with the Utility.

2. **Account Services**

(a) If necessary, Provider to calculate individual end-user customer bills.

(b) Provider to confirm receipt of funds in lockbox account.

(c) Provider to review and validate invoices from Schedule Coordinator.

(d) Provider to direct distribution of funds from lockbox account.

3. **Administrative and Management of CCA Program**

4. **Regulatory Representation and Compliance Filings**

B. **Reimbursable Services**

- (a) Data Management Services
- (b) Professional Services
- (c) *[To be inserted, if any]*

**EXHIBIT C FIXED FEE RATE, REIMBURSABLE SERVICES THRESHOLDS
AND NOTICE ADDRESS**

1. **Fixed Fee Rate:** \$[_____]

2. **Reimbursable Services Thresholds:**

Threshold for Reimbursable Services relating to any event:	\$[_____]
Threshold for aggregate amount of proposed Reimbursable Services when taken together with all Reimbursable Services previously performed by Provider: [_____]	\$[_____]

3. **Address for Notices:**

Provider:	[Name of Provider] [Address] Attn: [_____]
	Tel: [_____]
	Facsimile: [_____]
	Email: [_____]
	With a copy to Provider's legal counsel: Troutman Sanders LLP 100 SW Main Street, Suite 1000 Portland, Oregon 97204 Attn: Stephen Hall Tel: 503.290.2336 Email: stephen.hall@troutmansanders.com
Customer:	[Name of Customer] [Address] Attn: [_____]
	Tel: [_____]
	Facsimile: [_____]
	Email: [_____]

EXHIBIT D AUTHORIZATION DOCUMENTS

[To be completed]

EXHIBIT E

CUSTOMER APPROVAL PROCEDURES

1. **Authorized Officer** *[Table to be completed with name/title of Customer's officer that is authorized to provide Provider with necessary approvals.]*

Name	Title

2. **Approval Procedures**

[To be completed – Procedures to contain thresholds for which receipt of Authorized Officer's approval is required.]

Authorized Officer Approval IS Required if Term of Energy Contract is GREATER than:	Five (5) Years
Authorized Officer Approval IS NOT Required if Notional Amount of Energy Contract is EQUAL TO OR LESS than:	Five (5) Years

EXHIBIT F
FORM OF AUTHORIZED OFFICER APPROVAL

[To be inserted]

EXHIBIT G
JOINT EXERCISE OF POWERS AGREEMENT
AND AMENDMENTS THERETO

STAFF REPORT
City of Lancaster

Date: March 28, 2017
To: Mayor Parris and City Council Members
From: Jason Caudle, Deputy City Manager
Subject: **Adoption of the Climate Action Plan**

CC 5
03/28/17
MVB

Recommendation:

Adopt **Resolution No. 17-14**, approving the Climate Action Plan (CAP) and certifying the associated Initial Study.

Fiscal Impact:

None. Each project identified in the plan will be evaluated separately and brought before the City Council for approval as necessary or reviewed as part of the annual budget process.

Background:

In November 2015, staff was tasked with the development of a Climate Action Plan including a Greenhouse Gas (GHG) Inventory. The GHG inventory documented the City’s GHG emissions and established a baseline inventory (2010) and current emissions (2015). City staff then developed a Climate Action Plan to document the progress the City has made through its alternative energy and sustainability programs, and identify projects that would enhance the quality of life in Lancaster while continuing to further reduce GHG emissions. While most cities utilize a consultant to prepare their CAP, staff was able to prepare the entire plan in-house, with just some outside technical assistance to calculate emission data. This approach saved the City approximately \$65,000.

A focused working group of City staff, representing each department, collaborated to develop projects which would enhance the community, improve government operation, and reduce emissions. A total of 61 projects across eight sectors were identified: traffic, energy, municipal operations, water, waste, built environment, community, and land use.

This plan is designed to focus on specific projects which will better our community, quality of life, reduce emissions, and save money. Additionally, Climate Action Plans can open doors to additional funding sources such as grants or partnerships which will allow staff to be more effective with City resources. The Draft CAP was released for public review in June 2016. During this time, staff met with several community organizations and stakeholders to receive feedback and address any potential concerns. These organizations included the Antelope Valley Transit Authority, Antelope Valley Air Quality Management District, Waste Management, the Architectural Design Commission, Planning Commission and Lancaster residents. The overall reaction to the Draft CAP was positive.

An Initial Study was prepared for the CAP in accordance with the California Environmental Quality Act (CEQA) and circulated for a 20-day public review period. The public review period was noticed in the Antelope Valley Press, and copies of the Initial Study were sent to local entities who have requested to be included in the distribution. This public review ended on February 13, 2017. Certification of the Initial Study will allow the CEQA process for other development projects to be streamlined.

Attachments:

Resolution No. 17-14

Climate Action Plan (Available for review in the City Clerk Department)

Initial Study

JC:hs

RESOLUTION NO. 17-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, CALIFORNIA, APPROVING THE CLIMATE ACTION PLAN AND CERTIFYING THE ASSOCIATED INITIAL STUDY

WHEREAS, several California laws and Executive Orders establish goals for the reduction of greenhouse gas emissions including the California Global Warming Solutions Act (AB 32); and

WHEREAS, staff was directed in November 2015 to prepare a Climate Action Plan for the City of Lancaster; and

WHEREAS, the preparation and adoption of a Climate Action Plan is consistent with the goals and objectives of the Lancaster General Plan 2030, adopted on July 14, 2009, specifically Specific Action 3.3.3(c) which states “consider the development of an action plan to address the requirements of the Global Warming Solutions Act of 2006 (AB 32) regarding the reduction of greenhouse gas emissions; and

WHEREAS, the Climate Action Plan identifies projects which would improve the quality life of the residents of Lancaster while reducing greenhouse gas emissions; and

WHEREAS, the Climate Action Plan was released for public review in June 2016, meetings were held with several organizations and members of the public including the Antelope Valley Air Quality Management District, Antelope Valley Transit Authority, and Waste Management; and comments on the Draft were accepted through December 2016; and

WHEREAS, an Initial Study and Negative Declaration were prepared for the Climate Action Plan in accordance with the California Environmental Quality Act (CEQA) and circulated for public review ending on February 13, 2017; and

WHEREAS, this Council makes the following findings:

1. The Climate Action Plan is consistent with the goals and objectives of the General Plan as it would implement Specific Action 3.3.3c.
2. The Climate Action Plan identifies projects to improve the quality of life of the City’s residents, reduce greenhouse gases and assist the City in achieving the reduction goals identified in AB 32.
3. The Initial Study/Negative Declaration prepared for the Climate Action will not have a significant effect on the environment.

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

The City Council hereby adopts the City of Lancaster Climate Action Plan and approves the Initial Study/Negative Declaration.

PASSED, APPROVED and ADOPTED this 28th day of March, 2017, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

APPROVED:

BRITT AVRIT, MMC
City Clerk
City of Lancaster

R. REX PARRIS
Mayor
City of Lancaster

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

CERTIFICATION OF RESOLUTION
 CITY COUNCIL

I, _____, _____ City of Lancaster, California, do hereby certify that this is a true and correct copy of the original Resolution No. 17-14, 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)

CITY OF LANCASTER
INITIAL STUDY

1. Project title and File Number: Climate Action Plan
2. Lead agency name and address: City of Lancaster
Planning Department
44933 Fern Avenue
Lancaster, California 93534
3. Contact person and phone number: Jocelyn Swain,
Principal Planner - Environmental
(661) 723-6100
4. Applicant name and address: City of Lancaster
44933 Fern Avenue
Lancaster, CA 93534
5. Location: The Climate Action Plan (CAP) inventories emissions from; provides a baseline for; identifies greenhouse gas reduction measures (projects) for, and is applicable to all property within the limits of the City of Lancaster.
6. General Plan designation: The CAP is applicable to all General Plan designations within the City of Lancaster.
7. Zoning: The CAP is applicable to all zoning designations within the City of Lancaster.
8. Description of project: The proposed project consists of the adoption and implementation of the City of Lancaster Climate Action Plan (CAP). The CAP identifies a City-wide greenhouse gas (GHG) emissions baseline for 2010, the current GHG emission levels (2015); and how the City will achieve the required reductions established in Assembly Bill (AB) 32 by 2020. Four different future scenarios were evaluated and the proposed measures were quantified for each scenario. Under all scenarios, the City meets its 2020 target goals and makes progress towards the 2030, 2040 and 2050 goals.

The CAP also lays the groundwork for the City to achieve its long-term GHG reduction goals, sustainability goals, and alternative energy goals. The CAP is broken down into six main sections plus an executive summary, references and glossary. The main sections of the CAP include the following:

- **Section 1 (Introduction):** This section provides a brief overview of the process, the regulations governing greenhouse gas reductions, and a description of how to use the document.
- **Section 2 (City of Lancaster):** This section provides a brief description of the City of Lancaster, summarizes the City's accomplishments to date with respect to alternative energy and sustainability, and provides an overview of climate change and the greenhouse gas effect.
- **Section 3 (Greenhouse Gas Inventory):** This section provides a discussion of the GHG inventory; forecasts for both community and government operations for 2020, 2030, 2040, and 2050; and a discussion of the reduction targets.

- **Section 4 (Greenhouse Gas Emissions Reduction Measures):** This section provides a description of each of the proposed measures by sector. Each of the measures in this section provide information on potential emissions reductions for each forecast year, cost, timing, other potential benefits, description of the measure, action items and indicators. Icons are used to describe the relative cost, timing, and other benefits.
- **Section 5 (Climate Action Plan Benefits):** This section describes the benefits of having an adopted Climate Action Plan.
- **Section 6 (Plan Implementation):** This section explains how the plan will be implemented and updated.

The copy of the CAP can be found on the City’s website at www.cityoflancasterca.org.

In addition to achieving GHG reduction targets, the CAP is intended to streamline future environmental reviews in accordance with CEQA Guidelines Section 15183.5, Tiering and Streamlining the Analysis of Greenhouse Gas Emissions. This Initial Study provides a programmatic level analysis of the proposed CAP as the CAP does not include any specific development proposals and would not result in direct physical environmental impacts. The GHG reduction strategy contained in Chapter 4 of the CAP consists of measures in the following broad categories:

- Transportation: public transportation, infrastructure, and other measures (e.g., ride sharing)
- Energy: alternative energy, energy efficiency, and lighting measures
- Municipal Operations: green IT, operations and maintenance, and park upgrade measures
- Water: recycled water and water efficiency measures
- Waste: composting, recycling, and zero waste education measures
- Built Environment: green building
- Community: Climate Protection Institute, economic development, green landscaping, education, and habitat acquisition
- Land Use: zoning revisions

A total of 61 measures were identified across the eight listed sectors. Each of the measures provides information on potential emissions reductions for each forecast year, cost, timing, other potential benefits, and a description of the measure, action items and indicators. Icons are used to describe the relative cost, timing, and other benefits. Relative to CEQA review, the individual measures can be grouped into three categories:

1. Those which do not qualify as “projects” under CEQA, such as public outreach, pursuing funding for various GHG reduction programs, developing a recycling programs, education programs and energy audits.

2. Those which are ministerial actions and therefore statutorily exempt from CEQA pursuant to CEQA Guidelines Section 15268. Items such as installing residential alternative energy systems and weatherizing buildings fall into this category.
3. Those which are discretionary and would be subject to full environmental review prior to their implementation. Projects resulting in physical construction such as a new and expanded recycling center, bike lanes, roundabouts, and other public infrastructure improvements fall into this category.

Most of the CAP's measures fall into the first two categories. Future projects that are subject to CEQA review would be required to demonstrate consistency with the goals and actions of the CAP for project-level GHG impacts to be deemed less than significant.

9. Surrounding land uses and setting:

The City of Lancaster is located within the Antelope Valley, in northern Los Angeles County, approximately 70 miles north of downtown Los Angeles. The City was incorporated in 1977 and encompasses approximately 94 square miles or 60,160 gross acres. It is bordered by unincorporated Los Angeles County and the City of Palmdale. Lancaster is served by State Route 14 and by two major grade-separated east-west thoroughfares: Avenue H and Avenue L.

10. Other public agencies whose approval is required (e.g. permits, financing approval, or participation agreement.)

Approvals from other public agencies for the proposed project include, but are not limited to, the following:

Adoption and implementation of the CAP would not require action by other agencies. Both the Antelope Valley Air Quality Management District (AVAQMD) and the Antelope Valley Transportation Authority (AVTA) have reviewed the Draft CAP and did not have any concerns regarding the proposed measures. Some of the measures, if it is decided to implement them, would be a joint effort between the City of Lancaster and either the AVAQMD and/or the AVTA.

11. Have California Native American tribes traditionally and culturally affiliated with the project area requested consultation pursuant to Public Resources Code Section 21080.3.1? If so, has consultation begun?

In accordance with Assembly Bill (AB) 52, the City sent letters to a total of nine tribes (the seven identified by NAHC and two that have directly contacted the City for notification) via certified, return receipt mail on January 10, 2017. These letters included a brief description of the proposed Climate Action Plan, specifically the following statement:

“The City of Lancaster has been preparing a Climate Action Plan to establish a greenhouse gas baseline, emission reduction targets, and ideas to reduce greenhouse gases. No actual development would occur as a result of the adoption of the Climate Action Plan. Once the Climate Action Plan is approved and individual projects proposed; site/project specific consultation requests will be issued as part of the individual project approval process.”

Table 1 identifies the nine tribes and the person whose attention the letter was directed. As of January 24, 2017, the City has not received a response from any of the Native American Tribes.

Table 1
Tribal Notification

Tribe	Person/Title
Fernandeno Tataviam Band of Mission Indians	Caitlin B. Gulley/ Tribal Historic and Cultural Preservation Officer
Serrano Nation of Mission Indians	Goldie Walker/ Chairperson
San Fernando Band of Mission Indians	John Valenzuela/ Chairperson
Gabrieleno Band of Mission Indians – Kizh Nation	Andrew Salas/ Chairman
Kern Valley Indian Council	Robert Robinson/ Chairperson Denisa Torres, Cultural Resources Manager
Colorado River Indian Tribe	Dennis Patch/ Chairman
Morongo Band of Mission Indians	Robert Martin/Chairperson
Tubatulabals of Kern County	Robert L. Gomez/ Chairperson
San Manuel Band of Mission Indians	Lee Clauss/ Director of Cultural Resources

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

- | | | |
|---|---|--|
| <input type="checkbox"/> Aesthetics | <input type="checkbox"/> Agriculture and Forest Resources | <input type="checkbox"/> Air Quality |
| <input type="checkbox"/> Biological Resources | <input type="checkbox"/> Cultural Resources | <input type="checkbox"/> Geology/Soils |
| <input type="checkbox"/> Greenhouse Gas Emissions | <input type="checkbox"/> Hazards & Hazardous Materials | <input type="checkbox"/> Hydrology/Water Quality |
| <input type="checkbox"/> Land Use/Planning | <input type="checkbox"/> Mineral Resources | <input type="checkbox"/> Noise |
| <input type="checkbox"/> Population/Housing | <input type="checkbox"/> Public Services | <input type="checkbox"/> Recreation |
| <input type="checkbox"/> Transportation/Traffic | <input type="checkbox"/> Tribal Cultural Resources | <input type="checkbox"/> Utilities/Service Systems |
| <input type="checkbox"/> Mandatory Findings of Significance | | |

DETERMINATION - On the basis of this initial evaluation:

- I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared:
- I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.
- I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
- I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.
- I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in a earlier EIR or NEGATIVE DECLARATION pursuant to applicant standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.



Jocelyn Swain, Principal Planner

1/24/17

Date

EVALUATION OF ENVIRONMENTAL IMPACTS:

- 1) A brief explanation is required for all answers except “No Impact” answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A “No Impact” answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g., the project falls outside a fault rupture zone). A “No Impact” should be explained where it is based on project-specific factors as well as general standards (e.g., the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).
- 2) All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.
- 3) Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. “Potentially Significant Impact” is appropriate if there is substantial evidence that an effect may be significant. If there are one or more “Potentially Significant Impact” entries when the determination is made, an EIR is required.
- 4) “Negative Declaration: Less Than Significant With Mitigation Incorporated” applies where the incorporation of mitigation measures has reduced an effect from “Potentially Significant Impact” to a “Less Than Significant Impact.” The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant (mitigation measures from Section XVII, “Earlier Analyses,” may be cross-referenced).
- 5) Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063(c)(3)(D). In this case, a brief discussion should identify the following:
 - a) Earlier Analysis Used. Identify and state where they are available for review.
 - b) Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.
 - c) Mitigation measures. For effects that are “Less than Significant with Mitigation Measures Incorporated”, describe the mitigation measures which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.
- 6) Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g., general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.

- 7) **Supporting Information Sources:** A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.
- 8) This is only a suggested form, and lead agencies are free to use different formats; however, lead agencies should normally address the questions from this checklist that are relevant to project's environmental effects in whatever format is selected.
- 9) The explanation of each issue should identify:
 - a) the significance criteria or threshold, if any, used to evaluate each question; and
 - b) the mitigation measure identified, if any, to reduce the impact to less than significant.

	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
I. <u>AESTHETICS</u> -- Would the project:				
a) Have a substantial adverse effect on a scenic vista?			X	
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?			X	
c) Substantially degrade the existing visual character or quality of the site and its surroundings?			X	
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?			X	
II. <u>AGRICULTURE AND FOREST RESOURCES:</u> In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and the forest carbon measurement methodology provided in the Forest Protocols adopted by the California Air Resources Board. Would the project:				

	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?				X
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?				X
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code Section 12220(g)) or timberland (as defined in Public Resources Code Section 4526)?				X
d) Result in the loss of forest land or conversion of forest land to non-forest use?				X
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland to non-agricultural use or conversion of forest land to non-forest use?				X
III. <u>AIR QUALITY</u> -- Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:				
a) Conflict with or obstruct implementation of the applicable Air Quality Plan?				X
b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?				X

	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?				X
d) Expose sensitive receptors to substantial pollutant concentrations?				X
e) Create objectionable odors affecting a substantial number of people?			X	
IV. BIOLOGICAL RESOURCES -- Would the project:				
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?				X
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or US Fish and Wildlife Service?				X

	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?				X
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?				X
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?				X
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?				X
V. <u>CULTURAL RESOURCES</u> -- Would the project:				
a) Cause a substantial adverse change in the significance of a historical resource as defined in §15064.5?				X
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?				X
c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?				X
d) Disturb any human remains, including those interred outside of dedicated cemeteries?				X

	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
VI. GEOLOGY AND SOILS -- Would the project:				
a) Expose people or structures to potential substantial adverse effects, including the risk of loss, involving:				
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.				X
ii) Strong seismic ground shaking?				X
iii) Seismic-related ground failure, including liquefaction?				X
iv) Landslides?				X
b) Result in substantial soil erosion or the loss of topsoil?				X
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?				X
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?				X
e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for disposal of waste water?				X

	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
VII. <u>GREENHOUSE GAS EMISSIONS</u> -- Would the project:				
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?				X
b) Conflict with any applicable plan, policy or regulation of an agency adopted for the purpose of reducing the emissions of greenhouse gases?				X
VIII. <u>HAZARDS AND HAZARDOUS MATERIALS</u> -- Would the project:				
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?				X
b) Create a significant hazard to the public or the environment through reasonably fore-seeable upset and accident conditions involving the release of hazardous materials into the environment?				X
c) Emit hazardous emissions or handle hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?				X
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code §65962.5 and, as a result, would it create a significant hazard to the public or the environment?				X
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?				X

	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?				X
g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?				X
h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?				X
<u>IX. HYDROLOGY AND WATER QUALITY</u> – Would the project:				
a) Violate any water quality standards or waste discharge requirements?			X	
b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?				X
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in substantial erosion or siltation on- or off-site?			X	

	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on-or off-site?			X	
e) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems?			X	
f) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate map or other flood hazard delineation map?			X	
g) Place within a 100-year flood hazard area structures which would impede or redirect flood flows?				X
h) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?				X
i) Inundation by seiche, tsunami, or mudflow?				X
X. <u>LAND USE AND PLANNING</u> -- Would the project:				
a) Physically divide an established community?				X
b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?				X

	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
c) Conflict with any applicable habitat conservation plan or natural communities conservation plan?				X
XI. MINERAL RESOURCES – Would the project:				
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?				X
b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?				X
XII NOISE -- Would the project result in:				
a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?				X
b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?				X
c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?				X
d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?				X
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?				X

	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?				X
XIII. POPULATION AND HOUSING -- Would the project:				
a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?				X
b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?				X
c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?				X
XIV. PUBLIC SERVICES				
Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				
Fire protection?				X
Police protection?				X
Schools?				X
Parks?				X

	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
Other public facilities?				X
XV. RECREATION --				
a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?				X
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?				X
XVI. TRANSPORTATION/TRAFFIC -- Would the project:				
a) Exceed the capacity of the existing circulation system, based on an applicable measure of effectiveness (as designated in a general plan policy, ordinance, etc.), taking into account all relevant components of the circulation system, including but not limited to, intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?				X
b) Conflict with an applicable congestion management program, including, but not limited to, level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?				X
c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?				X

	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?				X
e) Result in inadequate emergency access?				X
f) Conflict with adopted policies, plans, or programs supporting alternative transportation (e.g., bus turnouts, bicycle racks)?				X
XVII. TRIBAL CULTURAL RESOURCES -- Would the project cause a substantial adverse change in the significance of a tribal cultural resources, defined in Public Resources Code Section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place or object with cultural value to a California Native American tribe and that is:				
a) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code Section 5020.1(k), or				X
b) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set for in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1, the lead agency shall consider the significant of the resource to a California Native American tribe.				X

	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
<u>XVIII. UTILITIES AND SERVICE SYSTEMS</u> -- Would the project:				
a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?				X
b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?				X
c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?				X
d) Have sufficient water supplies available to serve the project from existing resources, or are new or expanded entitlements needed?				X
e) Have a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?				X
f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?				X
g) Comply with federal, state, and local statutes and regulations related to solid waste?				X

	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
XIX. <u>MANDATORY FINDINGS OF SIGNIFICANCE</u> --				
a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?				X
b) Does the project have impacts that are individually limited, but cumulatively considerable? (“Cumulatively considerable” means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?				X
c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?				X

DISCUSSION OF ENVIRONMENTAL CHECKLIST

I. a. The CAP is a policy-level document that does not include any site-specific designs or proposals, nor does it grant entitlements or permits for development that would potentially degrade the aesthetic quality of the environment. Some of the measures do document activities that are already occurring. The CAP does contain potential GHG reduction measures that would promote physical changes to the built environment such as alternative energy (roof top and utility scale) and green landscaping. Projects that result in a physical change such as utility scale solar, roundabouts, bike lanes, etc., would be subject to project specific environmental review. Most of the projects identified in the CAP would not result in a noticeable physical change such as improved public transit, educational programs, and building energy retrofits. Therefore, the adoption of the proposed CAP would result in less than significant aesthetic impacts.

b. The CAP is a policy-level document that does not include any site-specific designs or proposals, nor does it grant entitlements or permits for development that would potentially damage

scenic resources. Some of the measures do document activities that are already occurring. The CAP does propose some measures for reducing GHG emissions that would result in physical changes such as utility scale solar facilities, roundabouts, and bike lanes. Such changes would be subject to project specific environmental review under CEQA. Therefore, impacts are less than significant.

c. The CAP is a policy-level document that does not include any site-specific designs or proposals, nor does it grant entitlements or permits for development. Some of the measures do document activities that are already occurring. The CAP does propose some measures for reducing GHG emissions that would result in physical changes such as utility scale solar facilities, roundabouts, and bike lanes. Such changes would be subject to project specific environmental review under CEQA. Therefore, impacts are less than significant.

d. The CAP is a policy-level document that does not include any site-specific designs or proposals, nor does it grant entitlements or permits for development. Implementation of the measures identified in the CAP would not result in the development of new major sources of light. Some glare may be created by the development of solar facilities or roof top solar. However, the amount of glare from rooftop solar would be relatively minor and utility scale solar development is subject to project specific environmental review under CEQA. Therefore, impacts are less than significant.

II. a-e. The CAP is a policy-level document that does not include any site-specific designs or proposals, nor does it grant entitlements or permits for development. Some of the measures do document activities that are already occurring. The City does not have agricultural zoning nor does it have any Williamson Act contracts, forest land, or timberland; though it does have some agricultural uses which are allowed in the Rural Residential and Heavy Industrial zones. The CAP would not have a direct impact on the conversion of farmland to non-agricultural uses. None of the proposed CAP measures conflict with existing zoning for agricultural uses.

III. a-d. The CAP is a policy-level document that does not include any site-specific designs or proposals, nor does it grant entitlements or permits for development. Some of the measures do document activities that are already occurring. The CAP identifies specific measures that could be taken with respect to transportation, energy, municipal operations, water, solid waste, the built environment, community, and land use to reduce GHG consistent with AB 32. Many of these measures would not only reduce GHGs but would help to reduce air quality emissions overall. For example, development of alternative energy (solar facilities) would help to reduce emissions generated from traditional power plants (coal, natural gas, etc.) and improvements in building efficiency would reduce overall demand of electricity and natural gas. Development of an enhanced public transit and all electric bus fleet would help to remove cars from the roadway, thereby reducing overall emissions. These co-benefits support efforts to reduce pollutants in general, including criteria pollutants.

e. The CAP does not propose strategies or measures that would directly or indirectly result in the creation of objection odors that would affect a substantial number of people. However, the CAP does identify measures such as the development of bio-fuels and the promotion of residential composting which while they would not affect substantial numbers of people, may generate some odors. Residential composting is already allowed under the City's municipal code. The development of a bio-fuel facility and use of bio-fuels in the City fleets would be subject to project specific environmental review under CEQA. Therefore, impacts would be less than significant.

IV. a-d. The CAP is a policy-level document that does not include any site-specific designs or proposals, nor does it grant entitlements or permits for development that would potentially impact biological resources. The CAP does not promote new development. However, it does encourage potential development to occur within the more urban areas where more services such as public transit area available. It also identifies measures which would improve energy efficiency in buildings, improved public transit routes, and other measures which would reduce GHG emissions while also improving the quality of life of the City's residents. No development is proposed any specific locations and as such impacts to biological resources cannot be assessment. Some specific transportation improvements such as roundabouts, bike lanes, and pedestrian improvements are identified in the CAP. However, these are projects which have already been subject to project specific environmental review and were included in order to ensure that the reduction benefits were trackable. Additionally, some measures, such as continued habitat acquisition for conservation, are included in the CAP which would provide a benefit to biological resources. Therefore, no impacts would occur.

e-f. The City of Lancaster is not located in an area designated under an adopted Habitat Conservation plan, Natural Community Conservation Plan, or other approved local, regional, or State Habitat Conservation Plan. The CAP is a policy-level document that does not include any site-specific designs or proposals, nor does it grant entitlements or permits for development. The CAP does contain measures that are beneficial to biological resources including the continued acquisition of conservation habitat, and community gardens. Therefore, no impacts would occur.

V. a-d. Impacts to cultural resources tend to be site specific and as such resources are highly dependent upon specific project location and design. The CAP is a policy-level document that does not include any site-specific designs or proposals, nor does it grant entitlements or permits for development. Most measures identified in the CAP address such as topics as improved transit systems, increased building efficiency, water conservation, increased recycling, etc. Potential measures which would implement specific projects would undergo site/project specific environmental prior to implementation. Assessment of site specific cultural resource impacts at this time is not possible and would be speculative. Therefore, no impacts would occur.

VI. a-e. Impacts to geology and soils tend to be site specific and as such resources are highly dependent upon specific project location and design. The CAP is a policy-level document that does not include any site-specific designs or proposals, nor does it grant entitlements or permits for development. Most measures identified in the CAP address such as topics as improved transit systems, increased building efficiency, water conservation, increased recycling, etc. Potential measures which would implement specific projects would undergo site/project specific environmental prior to implementation. Additionally, all development projects in the City of Lancaster are required to comply with the City's Building Code and applicable rules and regulations from other agencies such as the AVAQMD. As such, site specific geologic conditions would be addressed. Therefore, no impacts would occur.

VII. a-b. Implementation of the CAP would allow the City to achieve a 15 percent reduction in GHG emissions below baseline emissions (2010) by 2020 consistent with AB 32. The measures identified in the CAP would also assist the City in achieving the reduction goals established by Executive Order (EO) B-30-15 and EO S-03-05. The CAP would not cause a direct or indirect increase in GHG emissions and would support policies and regulations adopted for the purpose of reducing GHGs.

VIII. a-d. The CAP is a policy-level document that does not include any site-specific designs or proposals, nor does it grant entitlements or permits for development that would result in the routine handling, generation, transportation, emission or release of hazardous materials. Most measures identified in the CAP address such as topics as improved transit systems, increased building efficiency, water conservation, increased recycling, etc. Potential measures which would implement specific projects would undergo site/project specific environmental prior to implementation. All development must comply with extensive hazardous materials regulations, which are codified in Titles 8, 22, and 26 of the California Code of Regulations, and their enabling legislation set forth in Chapter 6.95 of the California Health and Safety Code. The purpose of these regulations is to minimize impacts related to hazardous materials.

e-f. Two airports are located in close proximity to the City of Lancaster: General William J. Fox Airfield located along Avenue G at approximately 45th Street West and Air Force Plant 42 located just south of the City. The CAP does not include any site-specific designs or proposals, nor does it grant entitlements or permits for development in the vicinity of any public airport or private airfield. Development in and around these two airports must be consistent with the General Plan, and zoning, as well as the Fox Airfield Use Compatibility Plan or the Air Force Plant 42 AICUZ Study. This ensures the compatibility of any potential development with the existing airports. There are no conflicts between the CAP and either of these plans

g. The CAP is a policy-level document that does not include any site-specific designs or proposals, nor does it grant entitlements or permits for development that could interfere with any emergency response or evacuation plans. None of the potential measures identified in the CAP conflict with any adopted emergency response or evacuation plan.

h. The CAP is a policy-level document that does not include any site-specific designs or proposals, nor does it grant entitlements or permits for development that would potentially expose people or structures to significant risk of loss, injury, or death regarding wildland fires. The CAP does not promote new development. However, it does encourage potential development to occur within the more urban areas where more services such as public transit area available. It also identifies measures which would improve energy efficiency in buildings, improved public transit routes, and other measures which would reduce GHG emissions while also improving the quality of life of the City's residents. There are large areas of the City that are undeveloped or adjacent to undeveloped parcels and areas of land. However, these areas are within the service areas of several existing fire stations which could provide service in the event of a brush fire. Additionally, any proposed development project is subject to site specific environmental review under CEQA. Therefore, no impacts from wildland fires associated with CAP would occur.

IX. a, c-f. Impacts related to hydrology and water quality are highly dependent on the location, design, and use of a particular project. The CAP is a policy-level document that does not include site-specific designs or proposals, nor does it grant entitlements or permits for development that would potentially impact water quality or drainage patterns, or increase runoff. Some measures identified in the CAP, such as alternative energy and infrastructure projects could alter drainage patterns, increase runoff, and/or impact water quality. However, these projects would be subject to existing federal, State, and local regulations related to drainage and water quality, such as the National Pollutant Discharge Elimination System (NPDES) and the City adopted building code. Additionally, these projects would be

subject to project specific review under CEQA which would identify potential impacts and the required mitigation measures. Therefore, impacts associated with the CAP would be less than significant.

b. The CAP includes water conservation measures intended to reduce water demand in general and an increased reliance on recycled water for non-potable uses. The CAP does not include measures that would require additional draw on groundwater supplies or interfere with groundwater recharge. Therefore, no impacts associated with the CAP would occur.

g-i. Portions of the City of Lancaster within the 100-year flood zones; however most of the City is not. Additionally, there are no dams or levees located within or immediately adjacent to the City limits. The California Aqueduct runs along the southern boundary of a portion of the City and responsibility for its maintenance lies with the California Department of Water Resources. However, none of the CAP's reduction measures specifically encourage development within such areas. Development in areas subject to flooding would occur whether or not the CAP was adopted and would be subject to General Plan, zoning, and City-adopted Building Code requirements.

The CAP is a policy-level document and does not grant approvals for development at any specific location; as such it would not increase the likelihood of a new project being inundated by flood or mudflow. The City is approximately 70 miles from the coast and is not subject to tsunamis. There are also no large enclosed bodies of water within the City limits. As such the City is not likely to be exposed to seiche. Therefore, no impacts associated with the CAP would occur.

X. a. Physical division of an established community most often occurs as a result of constructing barriers to easy and frequent travel between two or more parts of a community. For example, a freeway with few crossings could effectively split a community. The CAP does not propose any actual development or changes to the existing General Plan or zoning that could eventually lead to physical division of an established community. The CAP does identify measures such as improved public transit systems/frequency, increased bike lanes and pedestrian amenities, community gardens, and other measures to improve the quality of life of residents within the City. Therefore, no impacts would occur.

b. The purpose of the CAP is to achieve a 15 percent reduction in GHG emissions below 2010 (baseline) levels by 2020, consistent with AB 32 and to work towards achieving GHG reduction goals for 2030, 2040, and 2050. The CAP is a policy-level document which is consistent with other City adopted plans and regulations including the General Plan, Zoning Code, Master Plan of Trails and Bikeways, and other City policies and goals. The CAP does not change the General Plan, zoning, or any other plan or regulation in any way. It does identify measures such as energy audits and retrofits, bike lanes and pedestrian improvements, and alternative energy among others which could occur with or without the adoption of the CAP. Potential measures which would implement specific projects would undergo site/project specific environmental review prior to implementation. Therefore, no impacts would occur.

c. The CAP is a policy-level document that does not include any site-specific designs or proposals, nor does it grant any entitlements or permits for development. As noted under Item IV.e-f., the City is not subject to and would not conflict with a habitat conservation plan or natural communities conservation plan. Therefore, no impacts would occur. The CAP does encourage the acquisition of conservation habitat through the City's Biological Impact Fee.

XI. a-b. There are no mineral resources known to exist within the City of Lancaster. Additionally, the CAP is a policy-level document that does not include any site-specific designs or proposals, nor does it grant entitlements or permits for development. Therefore, no impacts would occur.

XII. a-d. The CAP is a policy-level document that does not include any site-specific designs or proposals, or grant any entitlements or permits for development. As a policy document, the CAP would have no direct impact related to noise or vibration. Future projects undertaken to implement the CAP's GHG reduction measures could result in noise and vibration. Some measures such as education programs and energy audits a ministerial and do not require review. Furthermore, these projects can move forward without the CAP being adopted. Site specific development projects would be subject to individual environmental review under CEQA. Potential noise impacts associated with such projects would be addressed, and mitigated if necessary, through a project-level CEQA review.

e-f. As noted above, in the vicinity of the City of Lancaster, Fox Airfield and Air Force Plant 42. The General Plan, Fox Airfield Land Use Plan and the Air Force Plant 42 AICUZ Study include provisions regarding noise compatibility. Any project implementing CAP measures in the vicinity of either airport must comply with these provisions and therefore would not result in a significant noise impact

XIII. a-c. The CAP is a policy-level document that does not include any site-specific designs or proposals, nor does it grant entitlements or permits for development that would lead to population growth or displacement of housing or residents. None of the proposed measures would promote specific new development and would not displace existing residences or businesses. Most of the measures identified in the CAP address improving transportation, energy efficiency, water conservation, recycling, and education related programs. Some measures would result in site specific development projects such as infrastructure improvements. These measures would be subject to project-specific CEQA review. Therefore, no impacts would occur.

XIV. The CAP does not include any site-specific designs or proposals, grant any entitlements or permits for development, or propose to change existing land use designations or zoning. There would be no increase in population or employment as a result of the CAP. Therefore, the CAP would have no impact on service ratios, response times, or other performance standards or objectives related to public services

XV. a-b. Implementing the CAP would not lead to population or employment growth that could result in increased physical deterioration of parks and recreational facilities. The CAP does identify community improvements to enhance the existing quality of life within the City such as bike paths, and improvements to park. The specific improvements and locations have not been identified and would be subject to project specific environmental review under CEQA. The CAP also has measures to encourage local economic development to help reduce the amount of commuting of its existing residents and hire the local population. These measures would not lead to an increase in the local population which utilizes existing parks. Potential impacts associated with those projects would be addressed through a project-level environmental review.

XVI. a-b. The primary purpose of the CAP is to reduce GHG emissions, and a large component of the anticipated reductions is a reduction in emissions from transportation sources, primarily single-occupant vehicles. The CAP encourages an improved public transportation system, pedestrian and bicycle facilities; car and bike sharing, and other improvements to the transportation system intended to reduce

vehicle trips and vehicle miles traveled. These measures are intended to help alleviate existing and projected traffic congestion throughout the county. As each of these measures would have a beneficial effect with regard to the performance of the City's circulation system, there would be no negative impact.

c. The CAP is a policy document that would have no direct effect on air traffic. None of the GHG reduction measures in the CAP relate to air traffic. Therefore, no impacts would occur.

d-e. The CAP is a policy-level document that does not include any site-specific designs or proposals, grant any entitlements or permits for development or change existing land use or zoning designations. As the CAP does not permit any development or require construction of any specific projects, its adoption would not increase in hazards or obstruct emergency access. Measures that would result in site specific improvements would be subject to separate project-level environmental review.

f. The CAP promotes identifies measures such as an improved public transit system and development of additional bike and pedestrian amenities. These measures are consistent with the City's General Plan and Master Plan of Trails and Bikeways. Specific infrastructure improvements would be subject to project level environmental review. No impacts associated with CAP adoption would occur.

XVII.a-b. The CAP is a policy-level document that does not include any site-specific designs or proposals, grant any entitlements or permits for development or change existing land use or zoning designations. As specific development projects such as bike lanes are identified, separate project level environmental review will be conducted along with project site AB 52 consultation requests. AB 52 Consultation letters were sent out to nine Native American Tribes with affiliations to the area. No tribal cultural resources have been identified by any of the Native American Tribes with cultural affiliations to the area. Therefore, no impacts would occur.

XVIII. a, b, d, e. The CAP would not increase population or employment, or result in development of land uses that would increase demand for water supplies, water treatment and conveyance, and wastewater treatment and conveyance. One of the goals of the CAP is to decrease water consumption, which would reduce GHG emissions by requiring less energy to pump, treat, collect, and discharge water, and to increase the use of recycled water for non-potable uses. With reduced demand for water, the demand for wastewater treatment capacity and conveyance infrastructure would also be expected to decrease. No new treatment capacity or conveyance lines would be necessary. As there would be no new discharge resulting from the CAP, the treatment requirements would not be exceeded

c. The CAP is a policy document that does not propose any specific projects and would not result in development that could potentially impact drainage patterns or increase surface runoff. Therefore, there would be no need to provide new or expanded stormwater drainage facilities as a result of the CAP's adoption. Discretionary projects would be required to comply with appropriate development regulations pertaining to drainage and stormwater runoff and also would be subject to project-level CEQA review, wherein any potential impacts would be identified and mitigated.

f-g. The CAP is a policy document that would not directly result in development of housing or other land uses that would generate solid waste. The CAP includes numerous action items aimed at reducing solid waste generation, and increasing recycling and composting. The CAP would be supportive of the Integrated Waste Management Plan and the AB 341 statewide goal of achieving 75 percent disposal reduction by 2020.

XIX.a-c. As stated throughout this Initial Study, the CAP is a policy-level document that does not include any site specific designs or proposals, nor does it grant any entitlements or permits for development that would have a direct impact on the physical environment. Every action item specified in the CAP could be implemented whether or not the CAP was adopted. Most of the action items either would not qualify as "projects" under CEQA or would be exempt from CEQA because they would be ministerial. The remaining action items would be subject to their own CEQA reviews upon implementation and any project-specific impacts would be addressed through those processes.

List of Referenced Documents and Available Locations*:

FIRM:	Flood Insurance Rate Map	DSD
GPEIR:	Lancaster General Plan Environmental Impact Report	DSD
LGP:	Lancaster General Plan	DSD
LMC:	Lancaster Municipal Code	DSD
LMEA:	Lancaster Master Environmental Assessment	DSD
SSHZ:	State Seismic Hazard Zone Maps	DSD
USGS:	United States Geological Survey Maps	DSD
USDA SCS:	United States Department of Agriculture Soil Conservation Service Maps	DSD

* DSD: Development Services Department
Lancaster City Hall
44933 Fern Avenue
Lancaster, California 93534

STAFF REPORT
City of Lancaster

CC 6
03/28/17
MVB

Date: March 28, 2017

To: Mayor Parris and City Council Members

From: Britt Avrit, MMC, City Clerk

Subject: **Consideration of adoption of Ordinance No. 1021**

Recommendation:

Adopt **Ordinance No. 1021**, (the “Ordinance”), adding Chapter 5.60 to the Lancaster Municipal Code relating to the prohibition of nonmedical marijuana businesses.

Background:

This Ordinance prohibits to the fullest extent allowed by law nonmedical commercial recreational marijuana activities of all types including, but not limited to, the sale, transportation, distribution, cultivation, possession, manufacturing, delivery, testing, storing, labeling, and processing and personal cultivation of marijuana outdoors. This Ordinance also authorizes the City Manager to promulgate such regulations as may be necessary or convenient to implement the Ordinance, including, without limitation, reasonable regulations for the cultivation of nonmedical marijuana that occurs inside a residence or accessory structure. Any violation of this Ordinance is a misdemeanor and is punishable by a fine in an amount to be established by resolution of the City Council, or by imprisonment for a period of not more than six (6) months, or by both.

At the February 28, 2017 City Council meeting, the City Council approved the introduction of Ordinance No. 1021 by the following vote:

AYES: Council Members Malhi, Mann, Underwood-Jacobs, Vice Mayor Crist, Mayor Parris
NOES: None
ABSTAIN: None
ABSENT: None

Attachment:

Ordinance No. 1021

ORDINANCE NO. 1021

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LANCASTER, CALIFORNIA, ADDING CHAPTER 5.60 TO THE LANCASTER MUNICIPAL CODE RELATING TO THE PROHIBITION OF NONMEDICAL MARIJUANA BUSINESSES

WHEREAS, on February 28, 2017, the City Council adopted Ordinance No. 1019 adding Chapters 5.56 and 17.43 to the Lancaster Municipal Code with regard to the regulation of medical marijuana cultivation; and

WHEREAS, at the November 8, 2016, California general election, Proposition 64, the Adult Use of Marijuana Act, was adopted by the voters; and

WHEREAS, Proposition 64 adopts Business and Professions Code section 26200, which specifically recognizes that a city may regulate or completely prohibit the establishment or operation of one or more types of nonmedical marijuana businesses licensed by the state within the city's jurisdiction; and

WHEREAS, Proposition 64 legalized the recreational use of marijuana in California for individuals 21 years of age and older; and

WHEREAS, Proposition 64 authorized the personal cultivation of up to six (6) marijuana plants in a private residence for nonmedical purposes; and

WHEREAS, pursuant to Proposition 64, Health and Safety Code Section 11362.1 *et seq.*, the City can enact reasonable regulations for the cultivation of nonmedical marijuana that occurs inside a residence or accessory structure, and may completely prohibit outdoor nonmedical marijuana cultivation until such time as the California Attorney General determines that the nonmedical use of marijuana is lawful in California under federal law; and

WHEREAS, the California Attorney General has not made a determination that nonmedical use of marijuana is lawful in California under federal law; and

WHEREAS, the City Council desires to exercise its authority under Article XI, Section 7 of the California Constitution, Business and Professions Code Section 26200 *et seq.*, and Health and Safety Code Section 11362.1 *et seq.* to prohibit all commercial nonmedical marijuana businesses from operating in the City of Lancaster, to prohibit the delivery of nonmedical marijuana in the City of Lancaster, to prohibit the outdoor cultivation of marijuana, and to reasonably regulate the personal cultivation of marijuana indoors.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LANCASTER DOES ORDAIN AS FOLLOWS:

Section 1. Chapter 5.60 ("Nonmedical Marijuana") is hereby added to the Lancaster Municipal Code as set forth in Exhibit "A" attached hereto and incorporated herein by reference.

Section 2. If any section, subsection, sentence, clause, phrase or portion of this Ordinance 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 of the City of Lancaster 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 3. 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 law in that regard and this Ordinance shall take effect 30 days after adoption.

I, Britt Avrit, CMC, City Clerk of the City of Lancaster, do hereby certify that the foregoing ordinance was regularly introduced and placed upon its first reading on the 28th day of February, 2017, and placed upon its second reading and adopted at a regular meeting of the City Council on the 28th day of March, 2017 by the vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

BRITT AVRIT, MMC
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. 1021, 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"
CHAPTER 5.60
NONMEDICAL MARIJUANA

Sections:

5.60.010	Scope.
5.60.020	Definitions.
5.60.030	Prohibition.
5.60.040	Regulations.
5.60.050	Violations.

5.60.010 Scope.

This Chapter applies to nonmedical commercial marijuana activity that is permitted and regulated by Proposition 64, the Adult Use of Marijuana Act, which was adopted by California voters at the November 8, 2016, general election. This Chapter does not apply to medical marijuana activity regulated by Chapters 5.56 and 17.43 of this Code.

5.60.020 Definitions.

A. The following terms shall be defined as follows:

"Commercial marijuana activity" shall have the same meaning as set forth in Business and Profession Code Section 26001 (d) as the same may be amended from time to time.

"Cultivation" shall have the same meaning as set forth in Business and Profession Code Section 26001 (e) as the same may be amended from time to time.

"Delivery" shall have the same meaning as set forth in Business and Profession Code Section 26001 (h) as the same may be amended from time to time.

"Distribution" shall have the same meaning as set forth in Business and Profession Code Section 26001 (j) as the same may be amended from time to time.

"License" shall have the same meaning as set forth in Business and Profession Code Section 26001 (m) as the same may be amended from time to time.

"Manufacture" shall have the same meaning as set forth in Business and Profession Code Section 26001 (q) as the same may be amended from time to time.

"Manufacturer" shall have the same meaning as set forth in Business and Profession Code Section 26001 (r) as the same may be amended from time to time.

"Marijuana" shall have the same meaning as set forth in Business and Profession Code Section 26001 (s) as the same may be amended from time to time.

"Marijuana products" shall have the same meaning as set forth in Business and Profession Code Section 26001 (u) as the same may be amended from time to time.

"Operation" shall have the same meaning as set forth in Business and Profession Code Section 26001 (w) as the same may be amended from time to time.

"Sell," "sale," and "to sell" shall have the same meaning as set forth in Business and Profession Code Section 26001 (aa) as the same may be amended from time to time.

"Testing service" shall have the same meaning as set forth in Business and Profession Code Section 26001 (bb) as the same may be amended from time to time.

B. Words and phrases not specifically defined in this code shall have the meaning ascribed to them as defined in the following sources:

1. The Compassionate Use Act of 1996 (California Health and Safety Code Section 11362.5); and
2. The Adult Use of Marijuana Act.

5.60.030 Prohibition.

A. Nonmedical commercial marijuana activities of all types including, but not limited to, the sale, transportation, distribution, cultivation, possession, manufacturing, delivery, testing, storing, labeling, and processing and personal cultivation of marijuana outdoors are expressly prohibited to the fullest extent allowed by law in all zones, planned developments, and all specific and master plan areas in the City of Lancaster. No person shall establish, operate, conduct or allow any nonmedical commercial marijuana activity anywhere within the City.

B. To the extent not already covered by the preceding paragraph, all deliveries of nonmedical marijuana are expressly prohibited within the City of Lancaster. No person shall conduct any deliveries that either originate or terminate within the City.

C. This section is meant to prohibit all activities for which a State license is required. Accordingly, the State and/or the City shall not issue any permit, license, authorization or other entitlement for any activity for which a State license is required under the Adult Use of Marijuana Act.

5.60.040 Regulations.

The City Manager is authorized to promulgate such regulations as may be necessary or convenient to implement this Chapter, including, without limitation, reasonable regulations for the cultivation of nonmedical marijuana that occurs inside a residence or accessory structure.

5.60.050 Violations.

A. Any violation of any of this Chapter is unlawful and a public nuisance.

B. Any violation of any of the provisions of this Chapter shall constitute a misdemeanor violation and upon conviction thereof any violation shall be punishable by a fine in an amount established by resolution of the City Council, or by imprisonment for a period of not more than six (6) months, or by both such fine and imprisonment. Each day a violation is committed or permitted to continue shall constitute a separate offense.

C. In lieu of issuing a misdemeanor citation, the City may issue an administrative citation for each violation of this Chapter pursuant to the procedures set forth in Chapter 9.48; provided, however, that notwithstanding the provisions of Section 9.48.060(E), the penalty amounts of administrative citations issued for violations of this Chapter shall be as established by resolution of the City Council.

D. The remedies provided herein are not to be construed as exclusive remedies, and in the event of violation, the City may pursue any proceedings or remedies otherwise provided by law.

STAFF REPORT
City of Lancaster

CPH 1
03/28/17
MVB

Date: March 28, 2017

To: Mayor Parris and City Council Members

From: Mark V. Bozigian, City Manager
Allison E. Burns, City Attorney

Subject: **Resolution Establishing the Fine and Penalty Amount for Violations of Chapter 5.60 of the Lancaster Municipal Code Relating to Nonmedical Marijuana**

Recommendation:

Adopt **Resolution No. 17-15**, (the “Resolution”), establishing the fine and penalty amount for violations of Chapter 5.60 of the Lancaster Municipal Code relating to nonmedical marijuana.

Background:

At the November 8, 2016, California general election, Proposition 64, the Adult Use of Marijuana Act, was adopted by the voters. Proposition 64 adopts Business and Professions Code section 26200, which specifically recognizes that a city may regulate or completely prohibit the establishment or operation of one or more types of nonmedical marijuana businesses licensed by the state within the city’s jurisdiction. Proposition 64 also legalized the recreational use of marijuana in California for individuals 21 years of age and older and authorized the personal cultivation of up to six (6) marijuana plants in a private residence for nonmedical purposes.

Pursuant to Proposition 64, Health and Safety Code Section 11362.1 *et seq.*, the City can enact reasonable regulations for the cultivation of nonmedical marijuana that occurs inside a residence or accessory structure, and may completely prohibit outdoor nonmedical marijuana cultivation until such time as the California Attorney General determines that the nonmedical use of marijuana is lawful in California under federal law.

The City Council has introduced Ordinance No. 1021(the “Ordinance”), which, if adopted, will add Chapter 5.60 to the City’s Municipal Code and prohibit to the fullest extent allowed by law nonmedical commercial recreational marijuana activities of all types including, but not limited to, the sale, transportation, distribution, cultivation, possession, manufacturing, delivery, testing, storing, labeling, and processing and personal cultivation of marijuana outdoors. Any violation of the Ordinance is a misdemeanor and is punishable by a fine in an amount to be established by resolution of the City Council, or by imprisonment for a period of not more than six (6) months, or by both.

This Resolution, subject to the Ordinance's adoption, establishes the following fine and penalty amounts for violations of the Ordinance:

- For violations involving six (6) or fewer plants, the maximum fine shall be the same as established by Section 1.12.020 of the City's Municipal Code (currently \$1,000) and the maximum administrative penalty shall be the same as established by Section 1.16.100 of the City's Municipal Code (currently \$100).
- For violations involving more than six (6) plants, the maximum fine and/or penalty shall be the same as established by Section 17.43.150 of the City's Municipal Code (relating to medical cannabis) (currently \$1,000 for a fine, \$10,000 for a first administrative citation and \$20,000 for a second and each subsequent administration citation).

Attachment:

Resolution No. 17-15

RESOLUTION NO. 17-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, CALIFORNIA, ESTABLISHING THE FINE AND PENALTY AMOUNT FOR VIOLATIONS OF CHAPTER 5.60 OF THE LANCASTER MUNICIPAL CODE RELATING TO NONMEDICAL MARIJUANA

WHEREAS, the City Council (“City Council”) of the City of Lancaster (“City”) has introduced Ordinance No. 1021, which, if adopted, will add Chapter 5.60 to the City’s Municipal Code relating to the regulation of nonmedical marijuana; and

WHEREAS, the Ordinance authorizes the City Council to establish by resolution the fine and/or administrative penalty amount for violations; and

WHEREAS, subject to the Ordinance’s adoption, the City Council now desires to establish the fine and/or administrative penalty amount for violations of the Ordinance.

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

Section 1. The foregoing recitals are a substantive part of this Resolution.

Section 2. For violations involving six (6) or fewer plants, the maximum fine shall be the same as established by Section 1.12.020 of the City’s Municipal Code and the maximum administrative penalty shall be the same as established by Section 1.16.100 of the City’s Municipal Code. For violations involving more than six (6) plants, the maximum fine and/or penalty shall be the same as established by Section 17.43.150 of the City’s Municipal Code.

Section 3. This Resolution shall take effect immediately upon the City Council adopting Ordinance No. 1021. In the event the City Council does not adopt Ordinance No. 1021, this Resolution shall be of no force or effect.

PASSED, APPROVED and ADOPTED this 28th day of March, 2017, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

APPROVED:

BRITT AVRIT, MMC
City Clerk
City of Lancaster

R. REX PARRIS
Mayor
City of Lancaster

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

CERTIFICATION OF RESOLUTION
CITY COUNCIL

I, _____, _____ City of Lancaster, California, do hereby certify that this is a true and correct copy of the original Resolution No. 17-15, 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
03/28/17
MVB

Date: March 28, 2017

To: Mayor Parris and City Council Members

From: Mark V. Bozigian, City Manager
Allison E. Burns, City Attorney

Subject: **Resolution amending Resolution No. 17-04 and establishing a separate annual surcharge for medical cannabis cultivation and medical cannabis manufacturing to offset any impacts the operation of medical cannabis cultivation and medical cannabis manufacturing may have on the City**

Recommendation:

Adopt **Resolution No. 17-16** (the “Resolution”), amending Resolution No. 17-04 and establishing a separate annual surcharge for medical cannabis cultivation and medical cannabis manufacturing to offset any impacts the operation of medical cannabis cultivation and medical cannabis manufacturing may have on the city.

Fiscal Impact:

There is no direct fiscal impact from this action. There is the potential for substantial revenues to the City with the imposition of the annual surcharge recommended through Resolution No. 17-16.

Background:

The City Council (“City Council”) of the City of Lancaster (“City”) adopted Ordinance No. 1019 (the “Ordinance”), which added Chapters 5.56 and 17.43 to the City’s Municipal Code relating to the regulation of medical cannabis cultivation and medical cannabis manufacturing. The Ordinance authorizes the City Council to establish an annual surcharge to offset any impacts the operation of medical cannabis cultivation and medical cannabis manufacturing may have on the City. By Resolution No. 17-04, the City Council established \$15.00 per square foot of Canopy area as the annual surcharge amount. Upon further review, staff believes that medical cannabis *cultivation* and medical cannabis *manufacturing* are distinct activities and require separate annual surcharges to offset any impacts each may have on the City.

This Resolution amends Resolution No. 17-04 and establishes the following annual surcharge amounts: (i) \$15.00 per square foot of Canopy area for any medical cannabis cultivation; and (ii) 3% of the gross receipts of any medical cannabis manufacturing activities. Additionally, this Resolution provides that a medical cannabis cultivation facility and a medical cannabis manufacturing facility shall pay the surcharge no later than sixty (60) days prior to commencing business operations. The surcharge for medical cannabis manufacturing activities shall be paid quarterly and shall be reconciled with verified gross receipts annually.

Attachment:

Resolution No. 17-16

RESOLUTION NO. 17-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, CALIFORNIA, AMENDING RESOLUTION NO. 17-04 AND ESTABLISHING A SEPARATE ANNUAL SURCHARGE FOR MEDICAL CANNABIS CULTIVATION AND MEDICAL CANNABIS MANUFACTURING TO OFFSET ANY IMPACTS THE OPERATION OF MEDICAL CANNABIS CULTIVATION AND MEDICAL CANNABIS MANUFACTURING MAY HAVE ON THE CITY

WHEREAS, the City Council (“City Council”) of the City of Lancaster (“City”) has adopted Ordinance No. 1019 (the “Ordinance”), which added Chapters 5.56 and 17.43 to the City’s Municipal Code relating to the regulation of medical cannabis cultivation and medical cannabis manufacturing; and

WHEREAS, the Ordinance authorizes the City Council to establish certain application fees with respect to a local license pursuant to Chapter 5.56 of the City’s Municipal Code and conditional use permit pursuant to Chapter 17.43 of the City’s Municipal Code; and

WHEREAS, the Ordinance further provides for the establishment of an annual surcharge to offset any impacts the operation of medical cannabis cultivation and medical cannabis manufacturing facilities may have on the City; and

WHEREAS, the City Council has adopted Resolution No. 17-04 establishing certain fees for medical cannabis cultivation and medical cannabis manufacturing facilities; and

WHEREAS, medical cannabis cultivation and medical cannabis manufacturing are distinct activities and require separate annual surcharges to offset any impacts each may have on the City; and

WHEREAS, the City Council now desires to establish the amount of each of the foregoing fees.

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

Section 1. Section 9 of Resolution 17-04 is amended to read. “The annual surcharge pursuant to Section 17.43.030 of the City’s Municipal Code shall be as follows: (i) \$15.00 per square foot of Canopy area for any medical cannabis cultivation activities; and (ii) 3% of the gross receipts of any medical cannabis manufacturing activities. Notwithstanding the foregoing, a medical cannabis cultivation facility shall pay the annual surcharge no later than sixty (60) days prior to the building or structure being actually occupied and cultivation and/or manufacturing activities actually commencing. The annual surcharge for a medical cannabis cultivation facility’s first year shall be paid not less than sixty (60) days prior to commencing business operations. The annual surcharge for a medical cannabis manufacturing facility shall be paid quarterly and shall be reconciled with verified gross receipts annually. The annual surcharge amounts established in this Section may be amended from time to time by resolution of the City Council. Beginning January 1, 2020, the annual surcharge amount for medical cannabis cultivation activities shall be adjusted annually based upon the lesser of the consumer price index (Bureau of Labor Statistics - All Urban Areas: Los Angeles – Riverside – Orange County) or three percent (3%).”

Section 2. Except as and to the extent set forth in Section 1 of this Resolution, Resolution 17-04 shall remain in full force and effect.

Section 3. The City Clerk shall certify to the passage and adoption of this Resolution, and it shall become effective immediately upon its approval.

PASSED, APPROVED, and ADOPTED this 28th day of March, 2017, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

APPROVED:

BRITT AVRIT, CMC
City Clerk
City of Lancaster

R. REX PARRIS
Mayor
City of Lancaster

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

CERTIFICATION OF RESOLUTION
CITY COUNCIL

I, _____, _____ City of Lancaster, CA, do hereby certify that this is a true and correct copy of the original Resolution No. 17-16, 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)

**MEMORANDUM
CITY OF LANCASTER, CA**

TO: City Council Members

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

DATE: March 28, 2017

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 January regular Board of Directors meeting of the Antelope Valley Transit Authority (AVTA).

Background:

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

The following significant event took place at the regular January Board meeting:

Present: Chairman Marvin Crist
Vice Chair Dianne Knippel
Director Angela Underwood-Jacobs
Director Austin Bishop
Director Steve Hofbauer
Director Michelle Flanagan

Oath of Office administered by Allison Burns to Councilmember Austin Bishop, representative for the City of Palmdale.

Adopt Resolution No. 2017-001, amending the Bylaws to replace all references to Executive Director with Executive Director/Chief Executive Officer (CEO); and revise Section 8 – Executive Director/CEO expenditure limits.

Approved Resolution No. 2017-001. Approved 6-0-0-0.

Approve proposed changes to AVTA advertising policy.

Approved proposed changes to AVTA advertising policy. Approved 6-0-0-0.

**MEMORANDUM
CITY OF LANCASTER, CA**

TO: City Council Members

FROM: Mayor Parris

DATE: March 28, 2017

SUBJECT: **Report on the Activities of the Board of Directors for District No. 14 of the County Sanitation Districts of Los Angeles County**

Recommendation:

Receive a report of the proceedings and issues discussed at the February 23, 2017 District No. 14 Board of Directors meeting of the County Sanitation Districts of Los Angeles County (District).

Background:

District No. 14 of the County Sanitation Districts of Los Angeles County is organized to receive through their trunk sewers the wastewater from all of the City of Lancaster, a small region of the westerly portion of the City of Palmdale, and a smaller region of the unincorporated County of Los Angeles. A Board of Directors comprised of a representative from each city and the County generally meets monthly to review and decide upon the business of the District.

The Board of Directors considered the following agenda items at February 23, 2017 meeting:

Received and filed the following:

- 1) Action Appointing Mr. Austin Bishop as Alternate Director from the City of Palmdale
- 2) Approved Minutes of Adjourned Regular Meeting Held January 19, 2017
- 3) Approved Estimated January 2017 Expenses in Total Amount of \$2,687,000

Local District Expenses:

Operations & Maintenance (O & M) \$1,014,000
Capital 1,382,000

District No. 14's Share of Allocated Expenses for O & M and Capital:

Joint Administration 152,000
Technical Support 139,000

Total Expenses \$2,687,000

- 4) Approved Plans and Call for Bids for Construction of Trunk “F” Sewer Rehabilitation Authorize Chief Engineer and General Manager to Establish Date for Receipt of Bids
- 5) Authorized Extension of Purchase Order to Tamco Chemical, Inc., (Tamco) in Amount of Approximately \$39,600 for One-Year Period of Professional Services and Water Treatment Supplies for Lancaster Water Reclamation Plant (WRP)
- 6) Reported on Acquisition of Property for Implementation of Mitigation Measure in Final Environmental Impact Report (FEIR) for Lancaster Water Reclamation Plant 2020 Facilities Plan (Plan)
- 7) Wastewater Revenue Program
- 8) Voted for *Closed Session Conference with Real Property Negotiators – Pursuant to Provisions of California Government Code Section 54956.8*, Board of Directors will Meet in Closed Session to Discuss Potential Lease Terms and Water Rights for Approximately 4,480 Acres of District Property Located in Lancaster, California, and Identified on Attachments 1 and 2; District Negotiators: Grace R. Hyde and Ray Tremblay