



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

Tuesday

April 25, 2017

Regular Meeting – **5:00 p.m.**

Council Chambers – Lancaster City Hall

The City Clerk/Agency/Authority Secretary hereby declares the agenda was posted
by 5:00 p.m. on Friday, April 21, 2017

at the entrance to the Lancaster City Hall Council Chambers.

44933 Fern Avenue, Lancaster, CA 93534

LEGISLATIVE BODY

City Council/Successor Agency/Financing/Power/California Choice Energy Authority

Mayor/Chair R. Rex Parris

Vice Mayor/Vice Chair Marvin Crist

Council Member/Agency Director/Authority Member Raj Malhi

Council Member/Agency Director/Authority Member Ken Mann

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

**CITY OF LANCASTER, CALIFORNIA
CITY COUNCIL/SUCCESSOR AGENCY/FINANCING/POWER/
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TUESDAY, APRIL 25, 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 Legislative Bodies on any agendized item is requested to complete a speaker card for the City Clerk/Agency/Authority Secretary and identify the agenda item you would like to discuss. Each person will be given an opportunity to address the Legislative Body at the time such item is discussed. Speaker cards are available at the rear of the Council Chambers and your speaker card must be filled out *prior* to the agenda item being called. We respectfully request that you fill the cards out completely and print as clearly as possible. Following this procedure will allow for a smooth and timely process for the meeting and we appreciate your cooperation. *Individual speakers are limited to three (3) minutes each.*

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

CALL TO ORDER

City Council/Successor Agency/Financing/Power/California Choice Energy Authority

ROLL CALL

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

INVOCATION

Chaplain Wade Little, Los Angeles County Fire Department

PLEDGE OF ALLEGIANCE

**CITY OF LANCASTER, CALIFORNIA
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PRESENTATIONS

1. Recognition of Dan Munz
Presenters: Mayor Parris and City Manager, Mark Bozigian

2. Recognition of LA County Air Show STEM Scholarship Winners
Presenters: Mayor Parris and Dr. David Vierra

3. Sexual Assault Awareness Month and Child Abuse Awareness Month
Presenter: Mayor Parris

COUNCIL ACTIONS

MINUTES

- M 1.** Approve the City Council/Successor Agency/Financing/ Power Authority Regular Meeting Minutes of March 28, 2017.
- M 2.** Approve the California Choice Energy Authority Special Meeting Minutes of March 28, 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 March 05, 2017 – April 01, 2017 in the amount of \$19,381,887.19.

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 March 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.

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CC 4. Approve the transfer of funds for checks issued by the City for individual items less than fifteen dollars (\$15) which have remained unclaimed for the period of one year and the transfer of funds for checks issued by the City for individual items fifteen dollars (\$15) or greater which have remained unclaimed for the period of three years and have successfully completed the disposition procedures as outlined in the City Administrative Policy for Unclaimed and Uncashed Checks.

California Government Code sections 50050-50057 establish the rights and procedures related to unclaimed checks issued by local agencies and City Administrative policy 200-08 stipulates the proper accounting and disposition procedures for these unclaimed checks. The City is permitted to seize any individual items of less than fifteen dollars (\$15.00) which remain unclaimed in the treasury or in the official custody of the City for the period of at least 12 months by order of the Lancaster City Council without the necessity of publication of a notice in a newspaper.

CC 5. Enter into a five year lease purchase agreement with National Cooperative Leasing to replace seven (7) light duty fleet vehicles in FY 16-17.

Staff performed an analysis of the overall state of the City's light duty fleet. The analysis included an evaluation of our current fleet, the identification of the vehicles in most critical need of replacement, and a review of the fleet purchase/financing options available to the City. Seven vehicles were identified as being in most need of replacement due to their high repair costs, mileage and poor overall functioning. These seven vehicles are all trucks which gives us no option for replacement with an electric vehicle, therefore, we will continue purchasing standard trucks for replacements.

CC 6. Renew the General Services Agreement between the County of Los Angeles and the City of Lancaster for a period of five years.

Services provided under the General Services Agreement primarily consist of miscellaneous services which cities and other public entities request from the County on an "as needed" basis. They include such functions as predatory animal control, prosecution of city ordinances, direct assessment collection, and a variety of public works activities. Ongoing and specific services, such as law enforcement, public health code enforcement, and animal care and control, are provided by the responsible County departments through Specific Service Agreements. Specific Service Agreements between Lancaster and the County of Los Angeles are not affected by renewal of this General Services Agreement.

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CC 7. Approve the Joint Use Agreement with the Southern California Edison Company (SCE) to provide for the relocation of existing SCE facilities necessitated by the widening of Division Street with Site Plan Review (SPR) 15-03, Pacific Auto Retailer project, and authorize the City Manager, or his designee, to sign all documents.

SPR 15-03, Division Street at Avenue H, will widen the roadway and the intersections of Division Street and Avenue H. On the west side of Division Street, north of Avenue H, the proposed roadway widening conflicts with existing SCE facilities. These SCE facilities will need to be relocated out of the travel way as shown in the attached Exhibits. In order to preserve SCE's prior easement rights and to accommodate the street improvements, SCE has requested that the City enter into a Joint Use Agreement as attached. The project cannot be completed as designed, and construction may not commence without entering into the subject agreement.

CC 8. Approve the map and accept the dedications as offered on the map for Tract Map No. 60430-01; approve and accept the Subdivision Improvement and Lien Agreement as improvement securities required as a condition of recordation of the map; make findings that this project will not violate any of the provisions of Sections 66473.5, 66474.1, and 66474.6 of the Subdivision Map Act; and instruct the City Clerk to endorse on the face of the map the certificate which embodies the approval of said map and the dedications shown thereon.

On March 21, 2005, the Planning Commission approved Tentative Tract Map No. 60430 (revised on March 21, 2016). The Final Map is in substantial conformance with the approved tentative map. Tract Map No. 60430-01 has been examined by the City Engineer, and is ready for Council approval. The securities for this map will be in the form of a Subdivision Improvement and Lien Agreement (Agreement), which will guarantee and secure the performance of all the grading, public improvements, impact fees, and public agency fees. The lien will be in first position, and the developer agrees to present substitute bond and deposit securities with the City prior to the commencement of the work of any improvements. The Agreement satisfies the security requirements of the Undertaking Agreement as an authorized form of security in accordance with the Subdivision Map Act and the City's Municipal Code.

CC 9. Approve and accept an amendment to the Subdivision Undertaking Agreement submitted by Magnolia, L.P. (the "Subdivider") for Tract No. 53102, located on the southwest corner of Avenue J-8 and 45th Street West, extending the date of completion to March 17, 2019.

On September 23, 2003, the City and Subdivider entered into a Subdivision Undertaking Agreement to complete the required improvements for Tract No. 53102. The agreement expired March 14, 2017. On March 2, 2017, the City Engineer received a letter from the Subdivider requesting an extension. Staff recommends that Council approve an amendment to the existing Subdivision Undertaking Agreement submitted by Magnolia, L.P. for Tract No. 53102, extending the completion date to March 17, 2019.

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CC 10. Approve an increase in the contract amount for Public Works Construction Project No. 13-015, 20th Street West, Lancaster Boulevard to Avenue J Street Rehabilitation and Repair, Professional Consultant Services, with Stantec Consulting Services, Inc., of Lancaster, California, by \$12,766.00, and authorize the City Manager, or his designee, to sign all documents.

On April 21, 2015, an Agreement for PWCP No. 13-015 Professional Consultant Services with Stantec Consulting Services, Inc., was executed in the amount of \$119,948.75. On October 25, 2016, the City requested approval for Additional Authorization No. 1 in an amount of \$48,964.00 for drought resistant landscaping and irrigation design plans for the west side of 20th Street West, including a meandering sidewalk between Lancaster Boulevard and 350 feet north of Avenue J. The City is requesting approval for Additional Authorization No. 2, in an amount not to exceed \$12,766.00, for additional services that were added to the project to prepare traffic signal and street lighting upgrades for 20th Street West between Lancaster Boulevard and Newgrove Street.

NEW BUSINESS

NB 1. Approve the Purchase & Sale Agreement with Mark E. Thompson for APN 3133-003-006 to provide additional public parking in the downtown area.

Recommendations:

- a. Approve the Purchase & Sale Agreement with Mark E. Thompson for APN 3133-003-006 to provide additional public parking in the downtown area.
- b. Appropriate \$174,079 from available Proposition C fund balance to expenditure Account No. 209-4540-912 for the acquisition.

With new retail uses planned for the western end of the BLVD and negotiations underway for more to come, staff recommends that the City continue its proactive approach by purchasing another lot in this area to make available for public use. The proposed parcel, currently owned by Mark Thompson, consists of approximately 0.3 acres and is located on Kildare Avenue just west of Gadsden. This location ideally positions the parking lot to serve patrons of the downtown area and businesses. In addition, the lot presently divides two existing City public parking easements; thus, its purchase would create a contiguous public parking lot. The purchase of this parcel will facilitate the continued growth of jobs and retail options in the downtown area while simultaneously providing a needed amenity for Lancaster residents.

NB 2. Presentation on 2017-18 Goals & Metrics for The BLVD Association and Destination Lancaster

Recommendation:

Receive and file presentation on 2017-18 Goals & Metrics for The BLVD Association and Destination Lancaster

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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

CALIFORNIA CHOICE ENERGY AUTHORITY

No action required at this time.

LANCASTER HOUSING AUTHORITY

No action required at this time.

LANCASTER FINANCING AUTHORITY

No action required at this time.

LANCASTER POWER AUTHORITY

No action required at this time.

LANCASTER SUCCESSOR AGENCY

No action required at this time.

CITY MANAGER / EXECUTIVE DIRECTOR ANNOUNCEMENTS

CITY CLERK / AGENCY / AUTHORITY SECRETARY ANNOUNCEMENT

PUBLIC BUSINESS FROM THE FLOOR - NON-AGENDIZED ITEMS

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

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COUNCIL / AGENCY/AUTHORITY COMMENTS

CLOSED SESSION

1. Conference with Legal Counsel – Anticipated Litigation: significant exposure to litigation pursuant to Government Code Section 54956.9(d) (2) – two potential cases.
2. Conference with Legal Counsel – Anticipated Litigation: consideration of initiation of litigation pursuant to Government Code Section 54956.9(d) (4) - two potential cases.
3. Conference with Legal Counsel--Existing Litigation - Government Code Section 54956.9(d) (1)
4. 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

ADJOURNMENT

Next Regular Meeting:

Tuesday, May 9, 2017 - 5:00 p.m.

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MEETING ASSISTANCE INFORMATION

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

AGENDA ADDENDUM INFORMATION

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

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

M 1
04/25/17
MVB

**LANCASTER
CITY COUNCIL/SUCCESSOR AGENCY/
FINANCING/POWER AUTHORITY
MINUTES
March 28, 2017**

CALL TO ORDER

Mayor/Chair Parris called the meeting of the Lancaster City Council/Successor Agency/Financing/Power Authority to order at 5:25 p.m.

ROLL CALL

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

STAFF

MEMBERS: City Manager/Executive Director; Deputy City Manager/Deputy Executive Director; City Attorney/Agency/Authority Counsel; City Clerk/Agency/Authority Secretary; Development Services Director; Finance Director; Economic Development Director; Housing Director; Public Safety Director; Senior Operations Manager; Deputy City Clerk

INVOCATION

Pastor John Meadors, Christian Life Assembly

PLEDGE OF ALLEGIANCE

Fulton & Alsbury Academy Robotics Team Member

LANCASTER CITY COUNCIL/ SUCCESSOR AGENCY/
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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

M 1. MINUTES

On a motion by Vice Mayor Crist and seconded by Council Member Malhi, the City Council/Successor Agency/Financing/Power Authority approved the City Council/Successor Agency/Financing/ Power Authority Regular Meeting Minutes of March 14, 2017, by the following vote: 5-0-0-0; AYES: Malhi, Mann, Underwood-Jacobs, Crist, Parris; NOES: None; ABSTAIN: None; ABSENT: None

CONSENT CALENDAR

Item No.'s CC 2, CC 5 and CC 6 were removed for separate discussion.

On a motion by Vice Mayor Crist and seconded by Council Member Mann, the City Council approved the Consent Calendar with the exception of Item No.'s CC 2, CC 5 and CC 6, 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 2:

Fran Sereseres – discussed payments to Zelda's on the Check Register.

Addressing the City Council on Item No.'s CC 5 and CC 6:

Michael Rives – discussed emissions from motor vehicles, timing of traffic signals and stated marijuana isn't needed in the City.

Addressing the City Council on Item No. CC 6:

Christopher Clark – discussed the benefits of marijuana, pioneering the future of the marijuana industry, and safe access to marijuana.

David Paul – discussed personal responsibility.

LANCASTER CITY COUNCIL/ SUCCESSOR AGENCY/
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MINUTES

March 28, 2017

CONSENT CALENDAR CONTINUED...

On a motion by Vice Mayor Crist and seconded by Council Member Underwood-Jacobs, the City Council approved Item No.'s CC 2, CC 5 and CC 6, by the following vote: 5-0-0-0; AYES: Malhi, Mann, Underwood-Jacobs, Crist, Parris; NOES: None; ABSTAIN: None; ABSENT: None

CC 1. ORDINANCE WAIVER

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

CC 2. WARRANT REGISTER

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

CC 3. INVESTMENT REPORT

Accepted and approved the February 2017, Monthly Report of Investments as submitted.

CC 4. MEMBERSHIP IN CALIFORNIA CHOICE ENERGY AUTHORITY

Approved 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.

Approved the form of Administrative Services Agreement, allowing the CCEA to provide Community Choice Aggregation (CCA) Services on behalf of Associate Members and authorized the City Manager, or his designee, to execute all documents and make any non-substantive changes necessary to complete the transaction.

CC 5. RESOLUTION NO. 17-14, APPROVING CLIMATE ACTION PLAN

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

CC 6. ORDINANCE 1021

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

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CPH 1. RESOLUTION NO. 17-15, ESTABLISHING THE FINE AND PENALTY AMOUNT FOR VIOLATIONS OF CHAPTER 5.60 OF THE LANCASTER MUNICIPAL CODE RELATING TO NONMEDICAL MARIJUANA

The City Attorney presented the staff report on this item.

Discussion among the City Council and staff included discussion of the amount of the proposed fines and the justification of those proposed fines. Additionally, Proposition 64 was discussed as it relates to what is allowed for personal growth. The City Council and staff discussed revising the proposed Resolution to establish fines based on the number of offenses; the ultimate goal is compliance for nonmedical marijuana.

It was the consensus of the City Council to revise the fines in the proposed Resolution as follows: for the first violation \$1,000, for the second violation \$5,000, for the third violation \$10,000 and for the fourth and all successive violations \$20,000.

Addressing the City Council on this item:

David Paul – discussed growing marijuana and prohibitions being placed on those who need it for medical purposes; discussed a city that dispensed a large quantity of Oxycontin, and discussed marijuana as a gateway drug.

Mayor Parris closed the Public Hearing.

On a motion by Vice Mayor Crist and seconded by Council Member Malhi, the City Council adopted **Resolution No. 17-15 as revised**, (the “Resolution”), establishing the fine and penalty amount for violations of Chapter 5.60 of the Lancaster Municipal Code relating to nonmedical marijuana, by the following vote: 5-0-0-0; AYES: Malhi, Mann, Underwood-Jacobs, Crist, Parris; NOES: None; ABSTAIN: None; ABSENT: None

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

Mayor Parris opened the Public Hearing.

The City Manager presented the staff report on this item.

Vice Mayor Crist requested clarification from the City Attorney regarding his past vote on this issue.

Council Member Mann stated for the record he intends to vote yes and would like it known it is a protest yes vote.

MINUTES

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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 CONTINUED...

Addressing the City Council on this item:

Shannon McDonald – provided her credentials and discussed statistics for the number of deaths associated with various legal substances.

Christopher Clark – discussed his desire to do business in the City, suggests the City find a way to allow cultivators to sell marijuana and to move the product from the City.

Mayor Parris closed the Public Hearing.

On a motion by Council Member Underwood-Jacobs and seconded by Council Member Malhi, the City Council adopted **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, by the following vote: 5-0-0-0; AYES: Malhi, Mann, Underwood-Jacobs, Crist, Parris; NOES: None; ABSTAIN: None; ABSENT: None

NB 1. REVIVE 25 UPDATE

The Development Services Director and Senior Projects Coordinator presented the update on this item.

Discussion among the City Council and staff included discussion of funding for the pavement management program and freeway interchange projects. Additionally, discussion took place regarding analyzing the impact on air quality from the substance being placed on the roads. Discussion of building high density housing next to freeways and analyzing the science behind any impacts there may be took place.

Addressing the City Council on this item:

Fran Sereseres – discussed future work on streets and sidewalks.

Received and filed the update regarding the City’s Revive 25 Program

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NB 2. UPDATE ON ANTELOPE ACRES COORDINATING COMMITTEE

The Deputy City Manager presented the update on this item.

Discussion among the City Council and staff included discussion of notifying citizens when large amounts of dust are in the air and making people aware of when to use masks such as when dust storms are occurring.

Addressing the City Council on this item:

Michael Rives – discussed his concerns of the impacts of radiation.

Received and filed the update regarding the Antelope Acres Coordinating committee

CR 1. REPORT ON THE ACTIVITIES OF THE BOARD OF DIRECTORS FOR THE ANTELOPE VALLEY TRANSIT AUTHORITY

Vice Mayor Crist discussed the brief work stoppage that occurred recently at the AVTA.

CR 2. REPORT ON THE ACTIVITIES OF THE BOARD OF DIRECTORS FOR DISTRICT NO. 14 OF THE COUNTY SANITATION DISTRICTS OF LOS ANGELES COUNTY

Mayor Parris discussed water from the Sanitation District that contains nutrients for plants and discussed lowering fees for Sanitation District customers.

CR 3. COUNCIL REPORTS

Vice Mayor Crist discussed a recent TDA Article 8 meeting; discussed carpools being offered to Edwards Air Force Base and the LA basin through the AVAQMD and stated the AV Fair Board is revisiting plans for a future Convention Center to be built at the Fairgrounds.

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.

LANCASTER CITY COUNCIL/ SUCCESSOR AGENCY/
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CITY MANAGER / EXECUTIVE DIRECTOR ANNOUNCEMENT

The City Manager discussed the upcoming 40th Anniversary ‘throw-back Thursday’ celebrations occurring for City staff. A brief video showcasing a local manufacturing company and “Made in Lancaster” was shown and discussion of the new banners on The Blvd which include students and local teams took place.

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:

Mr. Fortson – discussed an incident he was involved in with the Los Angeles County Sheriff Department.

Juan Jose Rodriguez – discussed issues he has at a specific mobile home park.

Christopher Clark – stated the newspaper published information he discussed at a recent City Council meeting and apologized if the information had a negative impact on anyone, and stated his business goal is to provide safe access to marijuana for those who need it.

Michael Rives – discussed his attendance at the Hospital District meetings and suggests creating a temperature controlled bubble to cover the future Medical Main Street area.

COUNCIL / AGENCY COMMENTS

ADJOURNMENT

Mayor Parris adjourned the meeting at 7:43 p.m. and stated the next City Council meeting will be held on Tuesday, April 25, 2017 at 5:00 p.m.

LANCASTER CITY COUNCIL/ SUCCESSOR AGENCY/
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PASSED, APPROVED and ADOPTED this 25^h day of April, 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)

M 2
04/25/17
MVB

**CALIFORNIA CHOICE ENERGY AUTHORITY
SPECIAL MEETING
MINUTES
March 28, 2017**

CALL TO ORDER

Chairman Parris called the meeting of the California Clean Energy Authority to order at 5:01 p.m.

ROLL CALL

PRESENT: Authority Members: Malhi, Mann, Underwood-Jacobs, Crist, Chairman Parris

STAFF

MEMBERS: City Manager/Executive Director; Deputy City Manager/Deputy Executive Director; City Attorney/Agency/Authority Counsel; City Clerk/Agency/Authority Secretary; Development Services Director; Finance Director; Economic Development Director; Housing Director; Public Safety Director; Senior Operations Manager; Deputy City Clerk

INVOCATION

Pastor John Meadors, Christian Life Assembly

PLEDGE OF ALLEGIANCE

Fulton & Alsbury Academy Robotics Team Member

CALIFORNIA CLEAN ENERGY AUTHORITY

MINUTES

March 28, 2017

NB 1. CONFIRMATION OF OFFICERS AND ESTABLISHMENT OF THE ORDER OF BUSINESS AND RULES FOR THE CALIFORNIA CLEAN ENERGY AUTHORITY (CCEA)

The Deputy City Manager presented the staff report for this item.

Discussion among the California Clean Energy Authority and staff included discussion of funding structures for each city involved with the CCEA, income projections and proposed contract management for each city.

Addressing the California Clean Energy Authority on this item:

David Paul – thanked staff for their work, discussed a class he’s taking and stated he is excited to be part of the City and the great work being done.

On a motion by Authority Member Crist and seconded by Authority Member Underwood-Jacobs, the California Clean Energy Authority confirmed the Officers of the California Clean Energy Authority in accordance with the Bylaws as follows: Chair – Mayor of the City of Lancaster; Vice Chair – Vice Mayor of the City of Lancaster, as appointed by the Mayor; Executive Director– City Manager of City of Lancaster or his designee; Secretary/Clerk of the Board– City Clerk of the City of Lancaster; Treasurer/Auditor-Controller– Director of Finance of the City of Lancaster, 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 Authority Member Crist and seconded by Authority Member Underwood-Jacobs, the California Clean Energy Authority adopted **Resolution No. CCEA 01-17**, a resolution of the Board of the California Clean Energy Authority fixing the time and place for regular meetings and providing the manner in which Special Meetings of the Authority may be called, designating an official meeting address and establishing the order of business and rules for its proceedings, by the following vote: 5-0-0-0; AYES: Malhi, Mann, Underwood-Jacobs, Crist, Parris; NOES: None; ABSTAIN: None; ABSENT: None

NB 2. FIRST AMENDMENT TO THE JOINT EXERCISE OF POWERS AGREEMENT RELATING TO THE CALIFORNIA CLEAN ENERGY AUTHORITY

The Deputy City Manager presented the staff report on this item.

On a motion by Authority Member Crist and seconded by Authority Member Underwood-Jacobs, the California Clean Energy Authority adopted **Resolution No. CCEA 02-17**, a resolution of the California Clean Energy Authority adopting the first amendment to the Joint Exercise of Powers Agreement relating to the California Clean Energy Authority, changing the name of the Joint Powers Authority to California Choice Energy Authority, by the following vote: 5-0-0-0; AYES: Malhi, Mann, Underwood-Jacobs, Crist, Parris; NOES: None; ABSTAIN: None; ABSENT: None

CALIFORNIA CLEAN ENERGY AUTHORITY

MINUTES

March 28, 2017

ADJOURNMENT

Chairman Parris adjourned the meeting at 5:24 p.m.

PASSED, APPROVED and ADOPTED this 25th day of April, 2017, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

APPROVED:

BRITT AVRIT, MMC
AUTHORITY SECRETARY

R. REX PARRIS
CHAIRMAN

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

CERTIFICATION OF MINUTES
CALIFORNIA CHOICE ENERGY AUTHORITY SPECIAL MEETING

I, _____, _____ of the City of Lancaster, CA, do hereby certify that this is a true and correct copy of the original California Choice Energy Authority Special Meeting 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
04/25/17
MVB

Date: April 25, 2017
To: Mayor Parris and City Council Members
From: Pamela Statsmann, Finance Director
Subject: **Check Registers – March 05, 2017 through April 01, 2017**

Recommendation:

Approve the Check Registers as presented.

Fiscal Impact:

\$19,381,887.19 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.:	7386231 - 7386764	\$13,407,570.91
ACH/wire Check Nos.:	101009788 – 101009802	<u>\$ 5,974,316.28</u>
		\$19,381,887.19
Voided Check No.:	7386355, 7386446, 7386697	
Voided ACH/wire No.:	N/A	

PS:lm

Attachments:

Check Register
ACH/wire Register

City of Lancaster Check Register



From Check No.: 7386231 - To Check No.: 7386764

From Check Date: 03/05/2017 - To Check Date: 04/01/2017

Printed: 4/4/2017 15:06

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
7386231	07999	A C S INC	RFND-SOLAR WTR HEATR PRMT FEES	3,609.60	251 3201102	3,609.60
7386232	07134	A L E SOLUTIONS, INC	RFND-TOT-CLAYTN-09/21-02/03/17	1,113.00	101 3103100	1,113.00
7386233	A9444	A V COMMUNITY CONCERTS ASSN	TCKT PRCDs-KIRYAYEVA-02/08/17	1,230.25	101 2107000 402 3405101 402 3405127 402 3405300 402 3405302 402 3405303 402 3405304 402 3405306	3,355.00 790.00 (2,288.75) (200.00) (18.30) (57.70) (60.00) (290.00)
				1,230.25		1,230.25
7386234	08002	ALTAMIRANO, JACQUELINE	02/17-VOLUNTEER MEAL ALLOWANCE	54.00	101 4540340	54.00
7386235	08001	BOEHM ARROYO, LAUREN	RFND-DAVE MASON-01/15/16	101.50	402 3405100	101.50
7386236	06947	BYD AMERICA CORP	LIGHTING FIXTURES(30)	734.06	203 4752403	734.06
7386237	C6516	CAL SOUTH	NSC-PARKING REVENUE	16,859.00	101 4660223	16,859.00
7386238	D3231	COUWENBERG, ANDREA	03/17-CONTRACT SERVICES	10,266.00	101 4644308	10,266.00
7386239	07151	ELEGANT AFFAIRS	ZELDAS-CRDT CD TPS-02/23-25/17	334.31	402 2176000	334.31
7386240	07151	ELEGANT AFFAIRS	ZELDAS-BARTENDERS-02/16-25/17	1,712.50	402 4652308	1,712.50
7386241	08003	FIRST N ENTERTAINMENT INC.	TCKT PRCDs-2ND VALNTNE-2/11/17	8,590.80	101 2107000 402 3405127 402 3405300 402 3405302 402 3405303 402 3405304 402 3405306	15,050.75 (2,407.55) (3,000.00) (208.95) (483.45) (30.00) (330.00)
				8,590.80		8,590.80
7386242	02108	FRANCHISE TAX BOARD	TAX WITHHOLDING ORDER	100.00	101 2159000	100.00
7386243	02108	FRANCHISE TAX BOARD	TAX WITHHOLDING ORDER	155.00	101 2159000	155.00
7386244	02536	GRACE RESOURCES CENTER	02/17-YEAR ROUND SHELTER PRGRM	1,106.05	261 4542771	1,106.05
7386245	02536	GRACE RESOURCES CENTER	02/17-CDBG SHELTER PRGRM	3,287.80	361 4541776	3,287.80
7386246	D3448	L A CO SHERIFF'S DEPT	FILE #3631104150058	125.00	101 2159000	125.00

City of Lancaster Check Register



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 From Check Date: 03/05/2017 - To Check Date: 04/01/2017

Printed: 4/4/2017 15:06

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
7386247	1215	L A CO WATERWORKS	12/19/16-02/27/17 WATER SVC	12,074.60	101 4631654 101 4634654 203 4636654 363 4542770 482 4636654	1,659.15 1,236.66 356.56 42.78 8,779.45
				<u>12,074.60</u>		<u>12,074.60</u>
7386248	A9827	LANCASTER MAYORS PRAYER BFAS	LANCASTER MAYOR'S PRAYR BRKFST	320.00	101 2140000	320.00
7386249	A4930	LANDALE MUTUAL WATER COMPANY	L/CHALLENGER-02/17 WATER SVC	47.00	203 4636654	47.00
7386250	07464	MORGAN SOLAR USA INC	02/17-NSC-SOLAR POWER	1,680.72	101 4635652	1,680.72
7386251	06518	ROBERT E CENDEJAS,ATTY AT LAW	02/17-LGL SVC-SALES TAX ALLCTN	1,113.75	101 4400303	1,113.75
7386252	08000	SNELL, DANNY C	RFND-PRMT 17-01454 FEES	13.00	251 3201104	13.00
7386253	03154	SO CA EDISON	01/11/17-02/22/17 ELECTRIC SVC	35.93	363 4542770	35.93
7386254	03154	SO CA EDISON	10/03/16-02/02/17 ELECTRIC SVC	140.59	483 4785652	140.59
7386255	03154	SO CA EDISON	01/23/17-02/22/17 ELECTRIC SVC	194.12	482 4636652	194.12
7386256	03154	SO CA EDISON	01/24/17-03/02/17 ELECTRIC SVC	9,169.69	101 4540902 101 4634652 402 4650652 482 4636652 483 4785652 483 4785660 484 4755652	413.55 4,575.88 3,375.36 106.53 121.85 103.40 473.12
				<u>9,169.69</u>		<u>9,169.69</u>
7386257	1907	SO CA GAS COMPANY	01/23/17-02/23/17 GAS SVC	5,076.02	101 4631655 101 4633655 101 4651655 101 4810403 402 4650655	75.43 2,037.25 777.88 197.60 1,987.86
				<u>5,076.02</u>		<u>5,076.02</u>
7386258	08004	STARK, ANTHONY	RFND-RNTL DEP-MOAH-07/07-08/17	250.00	101 2182001	250.00
7386259	08005	T B X EMPLOYEE BENEFITS LLC	TBX YEAR 1 ADMINISTRATION FEE	20,000.00	101 4320301	20,000.00
7386260	07992	THE IRISH ROVERS COMPANY LTD	BAL-IRISH ROVERS-03/11/17	6,531.00	402 2177000 402 4650318	(569.00) 7,100.00
				<u>6,531.00</u>		<u>6,531.00</u>
7386261	05970	THE ROOTS AGENCY	DEP-IRISH ROVERS-03/11/17	6,750.00	402 4650318	6,750.00
7386262	C4971	UNITED STATES TREASURY	LEVY PROCEEDS	50.00	101 2159000	50.00

City of Lancaster Check Register



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Printed: 4/4/2017 15:06

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
7386263	06384	VOYAGER FLEET SYSTEMS INC	VOYAGER FLEET SYSTEMS 02/24/17	938.35	101 2602000	938.35
7386264	07998	A M C C INC	CLAIM #048-15/CLGL-0004A2	3,466.63	109 4330300	3,466.63
			CLAIM #062-15/CLGL-0002A2	3,466.63	109 4330300	3,466.63
			CLAIM #062-15A/CLGL-0003A2	3,466.63	109 4330300	3,466.63
				<u>10,399.89</u>		<u>10,399.89</u>
7386265	A5389	A V FAIR	12/16-WATCH & WAGER COMM	2,360.16	101 2189000	2,360.16
			01/17-WATCH & WAGER COMM	2,344.94	101 2189000	2,344.94
				<u>4,705.10</u>		<u>4,705.10</u>
7386266	03854	A V JANITORIAL SUPPLY	PBP-T PPR/CN LNR/INSCTCD/CLNR	1,128.34	101 4631406	1,128.34
7386267	07637	ABAIED, KATHLEEN	KA-MILEAGE-ANAHEIM-02/12-15/17	107.00	101 4320256	107.00
7386268	A8728	ALL THINGS ENGRAVABLE	PLAQUES(44)	478.50	101 4641251	478.50
7386269	00338	ALL-PHASE ELECTRIC SUPPLY CO	WIRE/NUTS/TAPE	1,126.97	483 4785665	1,126.97
			STRAPS/OUTLET/ELCTRC BOX CVR	47.46	483 4785665	47.46
			BULBS/PHOTOCELLS	717.61	483 4785461	717.61
			ROPE/PAIL/PLIERS/TAPE	254.38	483 4785665	254.38
				<u>2,146.42</u>		<u>2,146.42</u>
7386270	C9004	ALLEN, NICOLE	NA-PR DM-SAN DIEGO-03/09-10/17	96.00	101 4305201	96.00
7386271	D3147	AMERICAN PLUMBING SERVICES,INC	OMP-WATER FOUNTAIN REPAIRS	118.75	101 4634402	118.75
			OMP-DRAIN STOPPAGE REMOVAL	166.25	101 4634402	166.25
				<u>285.00</u>		<u>285.00</u>
7386272	04190	AMERIPRIDE SERVICES	ZELDAS-LINEN RENTALS	107.67	402 4652251	107.67
7386273	D3495	AROUND A V, INC	PF-BUS ADVERTISING	2,824.44	101 4682222	2,824.44
7386274	04446	AUTO PROS	SMOG INSPECTION-EQ6807	45.00	101 4545207	45.00
7386275	04151	AXES FIRE INC	FIRE EXT CERTS(29)/FIRE EXTS	575.59	101 4632402	575.59
7386276	07665	B K I	LCE-01/17-PROFESSIONAL SVCS	2,590.00	490 4370301	1,730.48
					490 4370319	859.52
				<u>2,590.00</u>		<u>2,590.00</u>
7386277	D0879	B'S EMBROIDERY ETC	JRP-SHIRTS(60)/EMBROIDERY	1,074.20	101 4631209	1,074.20
			OMP-JACKETS EMBROIDERY(2)	21.75	101 4634209	21.75
				<u>1,095.95</u>		<u>1,095.95</u>
7386278	06071	BICOASTAL PRODUCTIONS	BAL-DOO WOP PROJECT-03/17/17	7,000.00	402 4650318	7,000.00
7386279	07214	BOLANOS, CLAUDIA	CB-PR DM-SLO-03/12-17/17	352.00	101 4320256	352.00
7386280	06699	BOOKER, MELVIN JR	ZELDAS-PERF-MUSIC-02/02/17	200.00	402 4652251	200.00

City of Lancaster Check Register



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Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
7386281	03353	BOZIGIAN, MARK	MB-PR DM-SAN DIEGO-03/09-10/17	96.00	101 4200201	96.00
7386282	06126	BRAVERY BREWING COMPANY, LLC	ZELDAS-BEVERAGES	85.00	402 4652251	85.00
7386283	C9089	CAREERS IN GOVERNMENT, INC	05/16-JOB ADVERTISEMENT	199.00	101 2140000	199.00
7386284	02197	CARROT TOP INDUSTRIES INC	NSC-FLAGS(10)	767.61	101 4635404	767.61
7386285	D0775	CAUDLE, JASON	JC-PR DM-SAN DIEGO-03/09-10/17	96.00	101 4200201	96.00
7386286	05128	CLEANSTREET	02/17 MONTHLY STREET SWEEP	40,193.84	203 4751450 484 4751450	39,193.84 1,000.00
				<u>40,193.84</u>		<u>40,193.84</u>
7386287	00315	CONSOLIDATED ELECTRCL DIST INC	LMS-BULBS(8)	340.08	101 4632404	340.08
			LMS-BULBS(12)	287.84	101 4632404	287.84
			LMS-LAMPS(2)	105.88	101 4632403	105.88
			TBP-LAMPS(2)	39.24	101 4631404	39.24
			LMS-WIRE	81.75	101 4632404	81.75
			LMS-LED/LAMPS	368.42	101 4632403	368.42
			TBP-BALLASTS/LAMPS	304.11	101 4631404	304.11
			STP-BALLASTS(2)	150.42	101 4631404	150.42
			TBP-BALLASTS/LAMPS	284.49	101 4631404	284.49
			RDP-LAMPS(6)	255.06	101 4634403	255.06
			TBP-BALLAST	114.45	101 4631404	114.45
			OMP-LAMPS(6)	117.72	101 4634403	117.72
			OMP-BALLAST	33.41	101 4634403	33.41
			HP-BALLASTS/LAMPS	425.14	101 4634403	425.14
			OMP-BALLAST	161.33	101 4634404	161.33
			HP-LAMP	33.79	101 4634404	33.79
			OMP-BALLAST	119.90	101 4634404	119.90
			OMP-LAMPS(6)	239.49	101 4634404	239.49
			OMP-BULBS(30)	76.85	101 4634403	76.85
				<u>3,539.37</u>		<u>3,539.37</u>
7386288	A0886	DAISY'S COSTUMES	MGC-COSTUMES(18)	700.00	101 4684222M	700.00
7386289	A9377	DAVIS COMMUNICATIONS	01/17-YOLO-WEB SUPPORT	1,715.05	306 4542355	1,715.05
			REVIVE 25 REPORT DESIGN SVCS	7,435.17	252 12ST036924	7,435.17
			SPRING 2017 OUTLOOK	10,975.16	101 4305301	10,975.16
				<u>20,125.38</u>		<u>20,125.38</u>
7386290	05394	DAVIS, RANDIE E	REIMB-BLACK HISTRY MONTH LNCHN	175.67	101 4320251	175.67
7386291	00414	DESERT LOCK COMPANY	PBP-DEADBOLT/PLUG	165.76	101 4631403	165.76
			JRP-DOOR REPAIRS	227.50	101 4631301	227.50
			LOCKS(6)	122.34	101 4631403	122.34
			PBP-PANIC BAR HARDWARE	100.00	101 4631403	100.00
			KEYS(6)	12.23	101 4633403	12.23
			KEYS(3)	15.23	101 4660301	15.23

City of Lancaster Check Register



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Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
				643.06		643.06
7386292	05473	DEWEY PEST CONTROL	PAC-PEST CTRL SVCS-12/22/16 CDR ST-PEST CTRL SVCS-02/23/17	50.00 90.00 <u>140.00</u>	402 4650301 101 4651402	50.00 90.00 <u>140.00</u>
7386293	01048	ECONOLITE CONTROL PROD INC	J/CHLLNGR WY-TRAFFIC BBS SYSTM	8,092.20 <u>8,092.20</u>	483 4785460 483 4785460	(5,306.89) 13,399.09 <u>8,092.20</u>
7386294	D2427	ENVIRONMENTAL SOUND SOLUTIONS	03/17-MUSIC SERVICE	65.00	101 4633301	65.00
7386295	00617	FEDERAL EXPRESS CORPORATION	EXPRESS MAILING	22.90	209 16ST007924	22.90
7386296	07124	FIRST AMERICAN DATA TREE, LLC	02/17-PROFESSIONAL SERVICES	500.00	101 4400301	500.00
7386297	D0315	FREGOSO, PHYLLIS	03/17-STANDARD RETAINER	8,300.00 <u>8,300.00</u>	101 4620301 101 4680225	1,600.00 6,700.00 <u>8,300.00</u>
7386298	C9980	GRANICUS, INC	03/17-MNGD SVC/STRM REP UPGRD	1,677.14	101 4305402	1,677.14
7386299	A2594	INTERSTATE BATTERY SYS OF A V	BATTERY-EQ5835 BATTERIES(3)	56.50 293.49 <u>349.99</u>	101 4635207 101 4545207 251 4783207 480 4755207	56.50 86.09 91.96 115.44 <u>349.99</u>
7386300	D4004	J P POOLS	EPL-POOL CHEMICALS EPL-CONSULTING/SERVICE WPL-CONSULTING/SERVICE	1,564.56 800.00 700.00 <u>3,064.56</u>	101 4631670 101 4631402 101 4631402	1,564.56 800.00 700.00 <u>3,064.56</u>
7386301	07978	K M R ENTERTAINMENT LLC	AIR-VIP CATERING-03/25-26/17-2	3,985.29	101 4680225	3,985.29
7386302	D1903	KERN MACHINERY INC-LANCASTER	TIRE/CALIPER/HUB-EQ5849	772.42	101 4635207	772.42
7386303	1214	L A CO SHERIFF'S DEPT	01/17-SPECL EVNT-NY HOLDY PTRL	1,246.18 <u>1,246.18</u>	101 4820355 101 4820357	1,138.06 108.12 <u>1,246.18</u>
7386304	01201	LANCASTER CHAMBER OF COMMERCIAL	LCE-04/17-04/18-MEMBERSHP DUES	575.00	490 4370206	575.00
7386305	1203	LANCASTER PLUMBING SUPPLY	CH-VALVE REPAIR KIT	69.26	101 4633403	69.26
7386306	04351	LYN GRAFIX	SHIRTS/JACKET	152.84	101 4680225	152.84
7386307	06873	MAHER ACCOUNTANCY	LCE-QRTRLY ENERGY TAX RETURNS	485.00	490 4370301	485.00
7386308	07662	MEDLIN JR, RICK A	ZELDAS-PERF-MUSIC-03/03/17	170.00	402 4652251	170.00

City of Lancaster Check Register



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Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
7386309	D3578	MINUTEMAN PRESS	LCE-OPT OUT MAILER	1.80	490 4370213	1.80
			LCE-OPT UP MAILER	1.78	490 4370213	1.78
			LCE-00N1 WEEK 71 NOTICES	194.21	490 4370213	194.21
			LCE-00N2 WEEK 71 NOTICES	165.84	490 4370213	165.84
			LCE-OPT UP MAILER	1.78	490 4370213	1.78
			LCE-00N1 WEEK 72 NOTICES	211.65	490 4370213	211.65
			LCE-00N2 WEEK 72 NOTICES	141.18	490 4370213	141.18
						<u>718.24</u>
7386310	05773	MORRISON WELL MAINTENANCE	NSC-01/17-BACTERIOLOGICAL TEST	200.00	101 4635402	200.00
7386311	07509	NAPA AUTO PARTS	IGNITION MODULE/COIL-EQ3301	137.12	203 4752207	137.12
			OIL FILTER-EQ0005	3.27	101 4820207	3.27
			OIL FILTER-EQ1508	3.27	101 4810207	3.27
			OIL FILTER-EQ1509	3.27	101 4200207	3.27
			OIL FILTER-EQ1724	3.53	101 4761207	3.53
			OIL/AIR FILTERS-EQ1743	12.36	101 4200207	12.36
			OIL/AIR FILTERS-EQ3306	15.46	484 4752207	15.46
			OIL/AIR FILTERS-EQ3757	14.19	203 4752207	14.19
			OIL/FUEL/AIR FILTERS-EQ3782	109.14	203 4752207	109.14
			OIL/AIR FILTERS-EQ3818	14.19	203 4752207	14.19
			OIL/AIR FILTERS-EQ3822	14.19	203 4752207	14.19
			OIL FILTER-EQ3838	3.52	203 4752207	3.52
			OIL FILTER-EQ3839	3.52	203 4752207	3.52
			OIL/AIR FILTERS-EQ3982	28.92	101 4780207	28.92
			OIL/FUEL FILTERS-EQ3988	63.25	480 4755207	63.25
			OIL/AIR FILTERS-EQ3988	30.36	480 4755207	30.36
			OIL/AIR FILTERS-EQ4328	14.19	203 4785207	14.19
			OIL/AIR FILTERS-EQ5500	11.82	101 4783207	11.82
			OIL FILTER-EQ5601	3.31	101 4662207	3.31
			OIL FILTER-EQ5658	3.11	101 4633207	3.11
			OIL/AIR FILTERS-EQ5786	8.84	101 4545207	8.84
			OIL FILTER-EQ6808	3.69	101 4810207	3.69
			OIL/FUEL FILTERS-EQ7607	10.95	480 4755207	10.95
			OIL/AIR FILTERS-EQ7765	10.84	480 4755207	10.84
			OIL FILTER-EQ7769	3.44	101 4761207	3.44
			OIL/AIR FILTERS-EQ1715	14.46	101 4640207	14.46
FUEL INJECTOR-EQ3301	173.04	203 4752207	173.04			
PEN LIGHTS(3)-EQ2386	25.09	101 4753207	25.09			
FLAP DISCS(4)-EQ2386	166.69	101 4753207	166.69			
DISCONNECTORS(2)-EQ3301	17.75	203 4752207	17.75			
RADIATOR DRAIN COCK-EQ3301	3.94	203 4752207	3.94			
			<u>930.72</u>		<u>930.72</u>	
7386312	07633	NIEBLA, TROLIS	TN-REIMB-CTY/CNTY ENGINEERS REG	30.00	101 2140000	30.00
			TN-REIMB-APWA MEMBERSHIP	20.00	101 2140000	20.00
				<u>50.00</u>		<u>50.00</u>
7386313	06148	NIK-O-LOK, INC	03/17-MONTHLY COIN LOCK LEASE	39.00	101 4633403	39.00

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7386314	D2634	O'REAR, JEFFREY R	02/17-PRODUCTION SERVICES	400.00	101 4680225	400.00
7386315	03762	OFFICE DEPOT	CALENDARS/PENS/PAPER	60.58	251 4783259	60.58
7386316	05741	P P G ARCHITECTURAL FINISHES	PAINT/RAG/CLEANER/GUIDE	162.58	101 4633403	162.58
7386317	06984	PACIFIC DESIGN & INTEGRATION	02/17-BROADCAST MANAGER SVCS	3,481.00	101 4305302	3,481.00
7386318	06681	PACIFIC ENERGY ADVISORS, INC	02/17-LCE CONSULTING SERVICES	13,121.59	490 4370301	13,121.59
			02/17-LCE CONSULTING SERVICES	1,230.00	490 4370301	1,230.00
				<u>14,351.59</u>		<u>14,351.59</u>
7386319	07968	PINNACLE PETROLEUM, INC	UNLEADED FUEL(4495 GALS)	9,969.04	101 1620000	9,969.04
			DIESEL(3000 GALS)	6,757.88	101 1620000	6,757.88
				<u>16,726.92</u>		<u>16,726.92</u>
7386320	06087	PRIORITY AUTO GLASS	FRONT DOOR GLASS-EQ7768	125.00	251 4783207	125.00
7386321	C5395	PRO ACTIVE WORK HEALTH SERVICES	SS-PHYS/ESCRN/TB TEST-01/06/17	100.00	101 4320255	100.00
			AE-PHYSICAL/ESCREEN-01/18/17	80.00	101 4320255	80.00
			JL-PHYSICAL/ESCREEN-01/18/17	119.00	101 4320301	119.00
			AJ-PHYSICAL/ESCREEN-01/25/17	80.00	101 4320255	80.00
				<u>379.00</u>		<u>379.00</u>
7386322	07002	READYREFRESH BY NESTLE	02/17-BTTLE RACK/WTR(12-5 GAL)	337.25	402 4650257	337.25
7386323	06575	ROCKET MEDIA	PF-BANNER	235.00	101 4682222	235.00
7386324	A8260	SAGE STAFFING	SJ-CAP ENG STAFF-02/08-10/17	465.00	203 12ST034924	465.00
			SJ-CAP ENG STFF-02/15-16/17	465.00	203 12ST034924	465.00
			PUBLIC SAFETY STFF-02/13-17/17	1,417.40	101 4820301	1,417.40
				<u>2,347.40</u>		<u>2,347.40</u>
7386325	06180	SANTA CLARITA ELEVATORS	LMS-ELEVATOR LIGHT REPAIRS	301.20	101 4632402	301.20
7386326	1894	SIGNS & DESIGNS	ALUMINUM SIGNS(19)	400.78	101 4644251	400.78
7386327	01816	SMITH PIPE & SUPPLY INC	AHP-BALL VALVES/PVC	146.01	101 4631404	146.01
			OMP-NOZZLES/POPUPS	96.73	101 4634404	96.73
			NSC-FERTILIZER(40 BAGS)	884.57	101 4635404	884.57
			OMP-RTRS/SLND/FERTLZR/FLAGS	324.12	101 4634404	324.12
				<u>1,451.43</u>		<u>1,451.43</u>
7386328	07453	SOUTHERN ATHLETIC FIELDS INC.	LMS-MOUND CLAY(80)	1,280.00	101 2175000	(112.00)
					101 4632404	1,392.00
				<u>1,280.00</u>		<u>1,280.00</u>
7386329	06429	STANTEC CONSULTING SRVCS INC	CP1406-10W/I-ROAD DIET DESIGN	532.00	209 15ST042924	532.00
			CP13006-RFQ 646-16 MULTI YEAR	11,298.00	209 15ST026924	11,298.00
				<u>11,830.00</u>		<u>11,830.00</u>

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7386330	C8057	SUNBELT RENTALS	MOAH-CHILLER REPAIRS	975.00	101 4633402	975.00
7386331	D3585	SWENSON, ERIC MINH	MOAH-VIDEO SVCS-MOVRS & MAKRS	416.00	101 4644251	416.00
7386332	D1594	TOUCHPOINT ENERGIZED COMM	03/17-E NEWSLETTER SVC	375.00	101 4305302	375.00
7386333	D4104	TROUTMAN SANDERS LLP	01/17-LEGAL SERVICES-RFI/RFP	2,730.00	490 4370303	2,730.00
7386334	02977	TURBO DATA SYSTEMS INC	ICS COLLECTN SVCS/FTB PROCSSNG	133.19	101 4810301	133.19
7386335	07025	U-HAUL	MOAH-TRUCK RENTAL-02/16/17	259.40	101 4644602	259.40
7386336	06423	UTILITY SYSTEMS SCIENCE/SFTWRE	ANTENNAS(2)	281.88	480 4755402	281.88
7386337	07598	VANTIV INTEGRATED PAYMENTS INC	02/17-MONTHLY FEES/PASS	95.90	402 4650302	95.90
7386338	31026	WAXIE SANITARY SUPPLY	T PPR/TRSH BGS/CLNR/DSNFCTNT	1,094.74	207 4634406	1,094.74
7386339	C6406	WELLS, KATHY	KW-PR DM-OAKLAND-03/14/17	51.75	490 4370201	51.75
7386340	04344	WESTERN PACIFIC SIGNAL, LLC	PEDESTRIAN TRFFC SYSTM REPAIRS	978.30	483 4785460	978.30
7386341	C7367	WINE WAREHOUSE	ZELDAS/PAC-BEVERAGES	1,185.35	402 4650251	398.31
					402 4652251	787.04
				1,185.35		1,185.35
7386342	2501	ZUMAR INDUSTRIES, INC	STREET SIGNS REPLACEMENTS(50)	2,777.08	203 4785455	2,777.08
7386343	01708	BLUE CROSS OF CALIFORNIA	01/17 EMPLOYEE HEALTH INS	125,819.73	101 2166110	886.57
					101 2166110	84,322.72
					101 2166120	1,345.71
					101 2166120	29,126.07
					109 1101000	10,138.66
				125,819.73		125,819.73
7386344	C7946	L A CO DEPT ANIMAL CARE&CONTRL	01/17-HOUSING COSTS	53,234.80	101 4820363	53,234.80
7386345	05228	METLIFE	03/17-DENTAL/VISION/DISABILITY	59,413.26	101 2166140	177.83
					101 2166140	34,660.65
					101 2166145	1,989.16
					101 2166150	17.77
					101 2166150	4,335.88
					101 2166155	17.77
					101 2166155	17.77
					101 2166155	533.10
					101 2166400	51.91
					101 2166400	10,326.79
					109 1101000	(2,320.74)
					109 1101000	1,617.07
					109 1101000	7,988.30

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				59,413.26		59,413.26
7386346	07101	CALPINE ENERGY SERVICES L.P.	01/17-LCE-BACK OFFICE SERVICES	68,868.75	490 4370301	68,868.75
7386347	08015	A V BOARD OF TRADE	RFND-RNTL DEP-MOAH-02/23/17	250.00	101 2182001	250.00
7386348	A9444	A V COMMUNITY CONCERTS ASSN	TICKET PRCDs-KAT TRIO-02/28/17	351.30	101 2107000 402 3405127 402 3405300 402 3405302 402 3405303 402 3405304 402 3405306	2,185.00 (1,320.85) (200.00) (8.10) (24.75) (30.00) (250.00)
				<u>351.30</u>		<u>351.30</u>
7386349	A9444	A V COMMUNITY CONCERTS ASSN	TICKET PRCDs-TENORE-01/24/17	1,681.15	101 2107000 402 3405127 402 3405302 402 3405303 402 3405304 402 3405306	3,850.00 (1,844.45) (18.00) (26.40) (30.00) (250.00)
				<u>1,681.15</u>		<u>1,681.15</u>
7386350	00107	A V PRESS	02/17-BUSINESS PEOPLE/NET ADS	1,312.00	101 4305205 101 4540340	90.00 1,222.00
				<u>1,312.00</u>		<u>1,312.00</u>
7386351	00107	A V PRESS	02/17-ADVERTISING	2,537.97	101 4110263 101 4782263	1,063.51 1,474.46
				<u>2,537.97</u>		<u>2,537.97</u>
7386352	08008	ALEXANDER, LUELLA	RFND-READING CLASS REGISTRATN	50.00	101 2182001	50.00
7386353	08012	BENNETT, TAWNY	RFND-PRK CIT 32007573/32008074	134.00	101 3310200	134.00
7386354	06637	BUBBLEMANIA & COMPANY LLC	CARES-BUBBLE PRSNTTN-03/14/17	337.00	101 4670270	337.00
7386355		VOID				
7386356	07595	CATERPILLAR FINANCIAL SVC CORP	TH255C FORKLIFT-1ST INSTALLMNT	19,299.17	101 2175000 104 4633763	(1,636.90) 20,936.07
				<u>19,299.17</u>		<u>19,299.17</u>
7386357	07151	ELEGANT AFFAIRS	ZELDAS-CRDT CD TPS-03/02-05/17	581.38	402 2176000	581.38
7386358	07937	FARRELL, ANTHONY R	ZELDAS-PERF-MUSIC-03/09/17	200.00	402 4652251	200.00
7386359	08006	FRANCIS, CHRISTOPHER R	MOAH-HONORARIUM-SHOE VERSATLTY	1,500.00	106 4644225	1,500.00
7386360	07369	FRONTIER COMMUNICATIONS CORP	02/28-03/27/17-CIRCUIT SVC	358.22	101 4315651	358.22

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7386361	07369	FRONTIER COMMUNICATIONS CORP	02/25-03/24/17 TELEPHONE SVC	575.78	101 4633651	575.78
7386362	1296	L A CO CLERK-ENVIRO FILINGS	CP16009-2016 PAVEMENT MANAGMNT	75.00	209 12ST035924	75.00
7386363	1296	L A CO CLERK-ENVIRO FILINGS	CP17001-2017 CURB/GUTTER REPRS	75.00	209 12ST035924	75.00
7386364	1296	L A CO CLERK-ENVIRO FILINGS	CP17002-2017 SIDEWALK REPAIRS	75.00	209 12ST035924	75.00
7386365	D3470	L A CO DEPT OF PUBLIC HEALTH	PF-2017 POPPY FESTIVAL FEE	311.00	101 4682222	311.00
7386366	D2652	L A CO REGISTRAR-RECORDER	CUP 1604-AFFIDAVIT ACCEPTANCE	21.00	101 4782361	21.00
7386367	1214	L A CO SHERIFF'S DEPT	01/17-SPECL EVENT-VENDOR SWEEP	430.06	101 4820355	392.75
					101 4820357	37.31
				<u>430.06</u>		<u>430.06</u>
7386368	1214	L A CO SHERIFF'S DEPT	01/17-SPECIAL EVENT-MLK DAY	1,899.26	101 4820355	1,734.48
					101 4820357	164.78
				<u>1,899.26</u>		<u>1,899.26</u>
7386369	1214	L A CO SHERIFF'S DEPT	01/17-SPECIAL EVENT-PARTY CAR	11,286.05	101 4820355	10,306.90
					101 4820357	979.15
				<u>11,286.05</u>		<u>11,286.05</u>
7386370	1215	L A CO WATERWORKS	12/06/16-03/07/17 WATER SVC	9,176.87	101 4631654	1,228.61
					101 4633654	1,558.80
					203 4636654	716.49
					203 4752654	2,672.31
					306 4542684	128.34
					480 4755654	1,046.47
					482 4636654	1,320.72
					484 4755654	505.13
				<u>9,176.87</u>		<u>9,176.87</u>
7386371	07905	LA JOLLA BOOKING AGENCY	TCKT PRCDs-BTLS V STNS-2/24/17	16,355.99	101 2107000	22,330.00
					402 3405101	187.00
					402 3405127	(2,047.46)
					402 3405300	(2,000.00)
					402 3405302	(523.05)
					402 3405303	(1,270.50)
					402 3405304	(30.00)
					402 3405306	(290.00)
				<u>16,355.99</u>		<u>16,355.99</u>
7386372	D2287	LANCASTER CODE ENFRMNT ASSN	UNION DUES-PP 05-2017	300.00	101 2171000	300.00
7386373	07036	LEUKEMIA & LYMPHOMA SOCIETY	DONATIONS-TICKET PROCEEDS	688.00	402 4650318	688.00
7386374	A7221	P E R S LONG TERM CARE PROGRAM	LONG TERM CARE PREM-PP 05-2017	2,171.87	101 2170200	2,171.87

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7386375	A7221	P E R S LONG TERM CARE PROGRAM	03/17-RETIREEES LONG TERM CARE	3,108.55	109 1101000	3,108.55
7386376	1705	QUARTZ HILL WATER DISTRICT	01/31/17-03/01/17 WATER SVC	1,353.65	101 4634654 203 4636654 482 4636654	92.81 578.18 682.66
				<u>1,353.65</u>		<u>1,353.65</u>
7386377	03154	SO CA EDISON	02/01/17-03/01/17 ELECTRIC SVC	225.19	483 4785660	225.19
7386378	03154	SO CA EDISON	02/02/17-03/06/17 ELECTRIC SVC	1,769.07	483 4785652	1,769.07
7386379	03154	SO CA EDISON	02/02/17-03/06/17 ELECTRIC SVC	2,172.59	203 4636652 482 4636652	567.54 1,605.05
				<u>2,172.59</u>		<u>2,172.59</u>
7386380	03154	SO CA EDISON	02/01/17-03/09/17 ELECTRIC SVC	4,151.15	101 4633652 203 4636652 482 4636652 483 4752652 483 4752660 483 4785652 483 4785660	3,098.27 25.56 191.08 53.74 118.97 218.47 445.06
				<u>4,151.15</u>		<u>4,151.15</u>
7386381	03154	SO CA EDISON	02/02/17-03/07/17 ELECTRIC SVC	26,667.08	101 4631652 101 4633652 101 4634652 101 4635652 101 4810403 483 4785660	7,394.93 3,414.50 6,076.53 8,786.85 172.71 821.56
				<u>26,667.08</u>		<u>26,667.08</u>
7386382	C2554	SUPERIOR COURT OF CA-CO OF L A	02/17-ALLCTN OF PRKG PENALTIES	17,836.20	101 3310200 101 3310200 101 3310200 101 3310200 101 3310200 101 3310200 101 3310200	268.20 1,825.50 1,888.50 1,890.00 1,890.00 2,520.00 3,777.00
				<u>17,836.20</u>		<u>17,836.20</u>
7386383	C2555	TIME WARNER CABLE	03/17-TV SERVICE-VICE MAYOR	24.79	101 4100301	24.79
7386384	C2555	TIME WARNER CABLE	03/17-BUSINESS-MAYORS OFFICE	125.23	101 4100301	125.23
7386385	C2555	TIME WARNER CABLE	03/17-ROADRUNNER SERVICE	228.52	101 4315651	228.52
7386386	C9385	U S POSTAL SERVICE	MAIL METER POSTAGE	10,000.00	101 4620211	10,000.00

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			CLAIM #040-15/CLGL-1346A1	169.19	109 4330300	169.19
				4,150.27		4,150.27
7386393	D2788	A D R SERVICES, INC	CLAIM #040-15/CLGL-1346A1	1,595.00	109 4330300	1,595.00
7386394	C3660	A V AIR QUALITY MGMT DISTRICT	MTNC YD-RNWL-EMERGENCY GNRTR	372.11	101 4633311	372.11
			35E/H8-EMERGENCY GENERATOR	372.11	480 4755311	372.11
			LMS-RNWL FEE-EMERGENCY GNRTR	372.11	101 4632311	372.11
			PAC-RNWL FEE-EMERGENCY GNRTR	372.11	402 4650311	372.11
			CH-RNWL FEE-EMERGENCY GNRTR	744.22	101 4633311	744.22
			OMP-RNWL FEE-EMERGENCY GNRTR	372.11	101 4634311	372.11
			WP-PERMIT FEE-POOL HEATER	372.11	101 4631311	372.11
			EPL-PERMIT FEE-POOL HEATER	372.11	101 4631311	372.11
			MOAH-RNWL FEE-EMERGENCY GNRTR	372.11	101 4633311	372.11
				3,721.10		3,721.10
7386395	C0077	A V E K	10/16-BACTERIOLOGICAL TESTS(2)	46.00	485 4755402	46.00
			02/17-BACTERIOLOGICAL TESTS(2)	46.00	485 4755402	46.00
				92.00		92.00
7386396	01039	A V FORD LINCOLN MERCURY	HANDLE-EQ3758	36.38	203 4752207	36.38
7386397	02357	A V TRANSIT AUTHORITY	FEB 17-ANNUAL SENIOR PASSES	2,250.00	204 4330770	1,125.00
					207 4330301	1,125.00
				2,250.00		2,250.00
7386398	01058	A V TROPHY & UNIFORM CO	PLATES(5)	476.33	101 4100301	476.33
7386399	07489	ACCESSO SHOWARE	PAC-02/17-TICKET SALES	2,766.00	402 4650302	2,766.00
7386400	05445	ADELMAN BROADCASTING, INC	PAC-03/17 ADS-DOO WOP PROJECT	240.00	402 4650205	240.00
7386401	06352	AGILITY RECOVERY SOLUTIONS	03/17-READYSUITE	440.00	101 4315302	440.00
7386402	C6143	AMERICAN BUSINESS MACHINES	COPIER MAINTENANCE KIT	103.31	101 4761259	103.31
			IMAGE RUNNER ADV COPIER	29.57	101 4310254	29.57
			IMAGE RUNNER ADV COPIER	20.94	101 4310254	20.94
				153.82		153.82
7386403	D1663	AMERICAN IRON WORK	STP-REPAIR/INSTALL LAMP POST	615.00	101 4631404	615.00
7386404	04760	AMERINAT	02/17-MONTHLY SERVICE FEE	577.44	306 4542301	577.44
7386405	04190	AMERIPRIDE SERVICES	ZELDAS-LINEN RENTALS	107.67	402 4652251	107.67
			UNIFORM CLEANINGS	50.54	101 4753209	50.54
				158.21		158.21
7386406	05251	AMTECH ELEVATOR SERVICES	03/17-ELEVATOR SERVICE	759.79	101 4632301	192.06
					101 4633301	192.06
					402 4650301	375.67
				759.79		759.79

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7386407	05179	ARAMARK UNIFORM SVCS	UNIFORM CLEANINGS UNIFORM CLEANINGS	123.52 123.52 <u>247.04</u>	480 4755209 480 4755209	123.52 123.52 <u>247.04</u>
7386408	03178	ARROW ENGINEERING	CP13014-AVE H REHABILITATION	913.35	209 15TC002924	913.35
7386409	06738	ASPEN ENVIRONMENTAL GROUP	CP15010-01/17-ENVIRONMNTL SVCS	173.00	210 15ST057924	173.00
7386410	04446	AUTO PROS	SMOG INSPECTION-EQ3307 SMOG INSPECTION-EQ3771 SMOG INSPECTION-EQ3302	45.00 45.00 45.00 <u>135.00</u>	484 4752207 203 4752207 101 4753207	45.00 45.00 45.00 <u>135.00</u>
7386411	04151	AXES FIRE INC	JRP-FIRE EXT CERTS/FIRE EXTS	651.50	101 4631311	651.50
7386412	D0879	B'S EMBROIDERY ETC	LMS-UNIFORM EMBROIDERY(4)	32.63	101 4632209	32.63
7386413	C8921	BARTEL ASSOCIATES, LLC	06/16-CONSULTING SERVICES	2,000.00	101 4310304	2,000.00
7386414	06799	BRAUN BLAISING MCLAUGHLIN & SM	01/17-LCE-LEGAL CONSULTING	21,373.97	490 4370303	21,373.97
7386415	06992	BREMER WHYTE BROWN & O'MEARA	CLAIM #011-15/CLGL-1328A1	261.30	109 4330300	261.30
7386416	08017	BURKE, WILLIAMS & SORENSEN LLP	01/17-PROFESSIONAL SERVICES	3,118.50	101 4320301	3,118.50
7386417	07138	BYRNE, KAITIE	KB-PR DM-SAN DIEGO-03/20-23/17	224.00	101 4320256	224.00
7386418	04827	C & M OVERHEAD DOORS, INC	SHEET DOORS/JACKSHAFT	16,804.00	203 4752403	16,804.00
7386419	D0812	C S A C EXCESS INSURANCE AUTH	INSURANCE PROGRAM CERTS	1,438.47	101 4330260	1,438.47
7386420	05841	C S LEGACY CONSTRUCTION, INC	CP64016-TBP PARK IMPROVEMENT-6 CP64016-TBP PARK IMPROVEMENT-6	19,943.37 432.51 <u>20,375.88</u>	227 11TR008924 227 11TR008924	19,943.37 432.51 <u>20,375.88</u>
7386421	06351	C T WEST, INC	TREVOR/AVE I-SITE SETUP/TRNNG	1,000.00	483 4785460	1,000.00
7386422	A9249	CA DEPT OF CORRECTNS/REHAB	01/17-CUSTODY SUPRVSN AGREEMNT	5,708.36	484 4752308	5,708.36
7386423	00382	CARRIER COMMUNICATIONS	03/17-HAUSER MTN SITE RENT	517.09	101 4200350	517.09
7386424	02197	CARROT TOP INDUSTRIES INC	FLAGS(3)	265.23	101 4633404	265.23
7386425	06716	CEDRO CONSTRUCTION, INC.	2016 SEWER MANHOLE REPAIR-1	25,047.70	480 17SR004924	25,047.70
7386426	C8944	CLASS C SOLUTIONS GROUP	CNNCTRS/NUTS/TUBNG/BLBS/FUSES	375.13	101 4753214	375.13
7386427	07545	COSTAR REALTY INFORMATION INC	03/17-PROFESSIONAL SERVICES	717.00	101 4540301	717.00
7386428	D0109	CRENSHAW, JOHN	JC-PR DM-ORANGE-03/28-30/17	160.00	101 4320256	160.00

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7386429	06114	CYRUN	SFTWRE MAINTNCE-02/17-02/18	6,000.00	101 4820302	6,000.00
7386430	A9377	DAVIS COMMUNICATIONS	CAMP AQUANAUTS ARTWORK	1,020.00	101 4640251	1,020.00
7386431	07131	DE LAGE LANDEN FINANCIAL SVCS	02/15-03/14/17 NETWORK PRINTER	177.40	101 4810254	177.40
7386432	A0925	DESERT HAVEN ENTERPRISES	02/17-JANITORIAL SERVICES	910.00	101 4633301	910.00
7386433	00414	DESERT LOCK COMPANY	MTNC YD-REKEY/KEYS	51.42	101 4633403	51.42
7386434	05473	DEWEY PEST CONTROL	MTNC YD-02/17-PEST CONTROL SVC	137.00	101 4633301	137.00
			MLS-02/17-PEST CONTROL SVC	90.00	101 4633301	90.00
			WH-02/17-PEST CONTROL SVC	70.00	101 4633301	70.00
			PAC-02/17-PEST CONTROL SVC	50.00	402 4650301	50.00
			CH-02/17-PEST CONTROL SVC	140.00	101 4633301	140.00
			CDR ST-02/17-PEST CONTROL SVC	90.00	101 4651402	90.00
			LUC-02/17-PEST CONTROL SVC	75.00	101 4633301	75.00
			LBP-02/17-PEST CONTROL SVC	95.00	101 4636402	95.00
			MTNC YD-03/17-PEST CONTROL SVC	137.00	101 4633301	137.00
			PAC-03/17-PEST CONTROL SVC	50.00	402 4650301	50.00
			CDR ST-03/17-PEST CONTROL SVC	90.00	101 4651402	90.00
			LUC-03/17-PEST CONTROL SVC	75.00	101 4633301	75.00
			LBP-03/17-PEST CONTROL SVC	95.00	101 4636402	95.00
				<u>1,194.00</u>		<u>1,194.00</u>
7386435	06150	DIRECTV	MOAH-02/17-BUSINESS INFO	67.24	101 4315651	67.24
7386436	D3528	E G BRENNAN & CO CORP	04/17-04/18-SHREDDR MTNC AGRMT	195.00	101 4110251	195.00
7386437	01048	ECONOLITE CONTROL PROD INC	TRFFC SIGNAL CBNTS/STEALTH BBS	20,310.16	483 4785460	20,310.16
7386438	06857	ENTERTAINMENTMAX, INC	COMMISSION-PAUL REISER-3/4/17	1,550.00	402 4650318	1,550.00
			COMMISSION-THOROGOOD-03/05/17	2,500.00	402 4650318	2,500.00
				<u>4,050.00</u>		<u>4,050.00</u>
7386439	00617	FEDERAL EXPRESS CORPORATION	EXPRESS MAILINGS	117.26	101 1110000	39.93
					101 4782212	42.87
					251 4783212	19.09
					306 4542212	15.37
				<u>117.26</u>		<u>117.26</u>
7386440	D0862	FELKINS, JOHN	JF-PR DM-ANAHEIM-03/26-28/17	160.00	101 4320256	160.00
7386441	A8286	FLAG SYSTEMS	PAC-SOUND RNTL-12/04/16	2,650.00	402 4650602	2,650.00
7386442	C9980	GRANICUS, INC	04-06/17-MNGD SVC/STRM RP UPGD	315.00	101 4305402	315.00
7386443	03975	HART PRINTERS INC	LCE-BOOKLETS(10)	75.04	490 4370253	75.04
7386444	08013	HERNANDEZ, STEVEN	REIMB-EGG HUNT CANDY	489.96	101 4640251	489.96

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7386445	07934	HYDRO PRODUCTS CORP	PATHOGEN PROTECTION SYSTEM	4,988.31	480 4755753	4,988.31
			PATHOGEN PROTECTION SYSTEM	16,327.50	480 4755753	16,327.50
				<u>21,315.81</u>		<u>21,315.81</u>
7386446	VOID					
7386447	A2594	INTERSTATE BATTERY SYS OF A V	BATTERY-EQ3406	56.50	203 4752207	56.50
7386448	D4004	J P POOLS	EPL-PRESSURE REGULATR RPLCMNT	277.00	101 4631670	277.00
			TBP-SPLASH PAD CHEMICALS	1,500.00	101 4631670	1,500.00
				<u>1,777.00</u>		<u>1,777.00</u>
7386449	01419	JOHNSTONE SUPPLY	RELAYS(9)	129.27	101 4633403	129.27
7386450	08016	KILL-A-WATT ELECTRICAL	PAC-LIGHTING TROUBLESHOOT	875.00	402 4650402	875.00
7386451	C7873	LANCASTER AUTO MALL ASSOC	03/17-AUTO MALL SIGN EXPENSES	930.67	101 4540340	930.67
7386452	1203	LANCASTER PLUMBING SUPPLY	NSC-CLOSET KITS(5)	149.33	101 4635403	149.33
7386453	D3426	LAW OFFICES CHRISTOPHER RAMSEY	CLAIM #001-16/CLGL-1363A1	2,454.00	109 4330300	2,454.00
			CLAIM #037-15/CLGL-1370A1	3,326.00	109 4330300	3,326.00
				<u>5,780.00</u>		<u>5,780.00</u>
7386454	05599	LEE, WATSON W S	02/17-FINGERPRINT ANALYSIS	760.12	101 4820301	760.12
7386455	04351	LYN GRAFIX	COUNCIL JACKET MOCK UP	73.37	101 4100205	73.37
7386456	C8380	MC CORMICK ELECTRIC & CONST	OMP-SIGN REPLACMNT/ILLUMINATN	9,920.00	101 4634455	9,920.00
7386457	1397	METRO FLOORS	LMS-OFFICE FLOORNG REPLACMNT	1,980.00	227 12BS014924	1,980.00
7386458	06966	MICHAEL BAKER INT'L INC	CP13020-CONSULTING SERVICES	29,221.27	210 15BR006924	29,221.27
7386459	D3578	MINUTEMAN PRESS	MOAH-MOVRS & MAKRS PRGRMS(150)	537.41	101 4644251	537.41
			LCE-00N1 WEEK 73 NOTICES	238.70	490 4370213	238.70
			LCE-00N2 WEEK 73 NOTICES	196.79	490 4370213	196.79
				<u>972.90</u>		<u>972.90</u>
7386460	C9177	MUNISERVICES, LLC	3RD QTR 2016-SALES TAX RPRTING	1,714.57	101 4310304	1,714.57
7386461	07509	NAPA AUTO PARTS	FITTINGS(4)/TEES(2)-EQ3989	72.36	480 4755207	72.36
			ADAPTERS(3)-EQ3989	17.78	480 4755207	17.78
			SWIVEL ELBOW-EQ3998	11.22	480 4755207	11.22
			ADAPTERS(3)-EQ3998	9.66	480 4755207	9.66
			FUEL/AIR FILTER-EQ5855	13.75	101 4635207	13.75
			OIL FILTERS(2)-EQ3985	15.40	480 4755207	15.40
			BRAKE PADS(2)-EQ3771	142.01	203 4752207	142.01
			OIL/AIR/FUEL FILTERS-EQ4372	113.56	203 4785207	113.56
				<u>395.74</u>		<u>395.74</u>

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7386462	D0217	NATIONAL PAYMENT CORPORATION	02/17-DOCULIVERY ITEM CHARGE	410.95	101 4310302	410.95
7386463	08009	NELSON & NUNEZ, A PROF CORP	VISA/FILING FEES	6,960.00	101 4320301	6,960.00
7386464	06704	NIGHT OWLS	FEB 17-WELLNESS WEBSITE SUPPRT	350.00	106 4330201	350.00
7386465	05998	PAVING THE WAY FOUNDATION	CMMNTY SPPRT/GOOD CTZNSHP PRGM	480.00	399 4820775	480.00
			CMMNTY SPPRT/GOOD CTZNSHP PRGM	1,968.00	399 4820775	1,968.00
				<u>2,448.00</u>		<u>2,448.00</u>
7386466	05499	PENSKE TRUCK LEASING CO LP	MOAH-VAN RENTAL-02/17-18/17	182.34	101 4644251	182.34
7386467	05602	PETROLEUM EQUIPMENT CONST SRV:	PUMP WATER	168.75	101 4753402	168.75
7386468	C5395	PRO ACTIVE WORK HEALTH SERVICES	DM-EVALUATION	240.00	101 4320301	240.00
			CT-EVALUATION	240.00	101 4320301	240.00
			SC-EVAL/XRAY/HOT COLD PCK/MEDS	358.00	101 4320301	358.00
			SC-FOLLOW UP/DISCHARGE	190.00	101 4320301	190.00
				<u>1,028.00</u>		<u>1,028.00</u>
7386469	07363	Q C LOCKSMITH	240 E J12-REKEY LOCKS(6)	145.00	363 4542770	145.00
			44188 GLENRAVEN-REKEY LOCKS(8)	175.00	363 4542770	175.00
			1654 NORBERRY-REKEY LOCKS(8)	175.00	363 4542770	175.00
				<u>495.00</u>		<u>495.00</u>
7386470	C9798	RENNE SLOAN HOLTZMAN SAKAI LLP	CLAIM #043-15/CLGL-1341A2	4,189.43	109 4330300	4,189.43
7386471	2601	REPRO-GRAPHIC SUPPLY	BOND(4 ROLLS)	103.38	101 4761259	103.38
7386472	D3947	S G A CLEANING SERVICES	LMS-FOUNTAIN REPLACEMENT	1,062.75	227 12BS014924	1,062.75
			LMS-PAINT RESTROOM PARTITIONS	995.00	101 12BS014924	386.00
					227 12BS014924	609.00
				<u>2,057.75</u>		<u>2,057.75</u>
7386473	A8260	SAGE STAFFING	PUBLIC SAFETY STFF-02/20-24/17	1,100.35	101 4820301	1,100.35
7386474	06670	SCHINDLER ELEVATOR CORP	MOAH-ELEVATOR MAINTENANCE	2,372.63	101 4644402	2,372.63
7386475	1894	SIGNS & DESIGNS	PK/JR/MS/AT-NAMEPLATES	66.33	101 4761253	53.28
					101 4762253	13.05
			NAMEPLATE FRAMES(3)	39.15	101 4761253	26.10
					101 4785253	13.05
				<u>105.48</u>		<u>105.48</u>
7386476	08014	SIMONS, MATT	MS-PR DM-ORANGE-03/28-30/17	160.00	101 4320256	160.00
7386477	07752	SKYVIEW CONSULTING, LLC	LCE-CCA IMPLEMENTATION SVCS	1,205.58	490 4370301	1,205.58
			LCE-CCA IMPLEMENTATION SVCS	1,330.50	490 4370301	1,330.50
				<u>2,536.08</u>		<u>2,536.08</u>

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7386478	5210	SLATER PIANO SERVICE	PAC-PIANO TUNINGS	190.00	402 4650301	190.00
7386479	04688	SPARKLETT'S	WATER(12-24 PKS)	115.48	101 4100205	115.48
7386480	05413	STATEWIDE TRAFFIC SAFETY/SIGNS	SIGNS(4) BARRICADES/CONES/STENCILS	453.40 7,657.70 8,111.10	480 4755455 480 4755455	453.40 7,657.70 8,111.10
7386481	05703	SUPERIOR ALARM SYSTEMS	03/17-MONTHLY MONITORING	45.00	101 4633301	45.00
7386482	07372	THE MODERN TEA ROOM, LLC	CATERING-03/02/17	156.00	101 4200202	156.00
7386483	C9875	THOMPSON, ALLEN	AT-PR DM-ANAHEIM-03/26-28/17	160.00	101 4320256	160.00
7386484	04239	TIM WELLS MOBILE TIRE SERVICE	TIRE/SERVICE CALL-EQ3831 SERVICE CALL/REPAIR-EQ3351 SERVICE CALL/REPAIRS-EQ3368 TURF-EQ5616 REPAIR-EQ5838 REPAIR-EQ5842 TIRE-EQ5848 TIRE-EQ5704	249.59 92.00 114.00 21.11 6.00 6.00 109.19 71.13 669.02	203 4752207 480 4755207 203 4752207 101 4635207 101 4631207 101 4632207 101 4635207 101 4634207	249.59 92.00 114.00 21.11 6.00 6.00 109.19 71.13 669.02
7386485	2003	TIP TOP ARBORISTS, INC	43263 18 W-TRIMMING/REMOVAL 02/17-TREE TRIMMING/REMOVAL 02/17-LLMD-TREE MTNC 02/17-LMD-TREE MTNC	1,985.00 2,944.50 109.50 109.50 5,148.50	306 4542682 203 4636267 482 4636267 483 4636267	1,985.00 2,944.50 109.50 109.50 5,148.50
7386486	D3265	ULINE	STORAGE RACKS(3) MOAH-SECURITY CART	898.16 1,129.00 2,027.16	101 4644251 101 4644251	898.16 1,129.00 2,027.16
7386487	A2124	UNDERGROUND SERVICE ALERT/SC	02/17-TICKETS(129)	193.50	484 4752301	193.50
7386488	D1583	UNIVERSITY OF ANTELOPE VALLEY	CPR/FIRST AID(18)-01/10/17	720.00	101 4640251	720.00
7386489	2228	VALLEY CONSTRUCTION SUPPLY INC	SPRYRS/PLY RLLS/HOSES/SHT OFFS	633.85	203 4752410	633.85
7386490	D3370	VERIZON WIRELESS	02/17-WIRELESS SERVICE	1,706.46	101 4315651	1,706.46
7386491	06695	VIM & VIGOR	MOAH-CATALOG DESIGN-CHJ	1,500.00	101 4644251	1,500.00
7386492	04496	VULCAN MATERIAL WESTERN DIV	ASPHALT COLD MIX COLD MIX ASPHALT ASPHALT COLD MIX	348.00 120.39 216.30 2,053.23 760.45 239.25	203 4752410 203 4752410 203 4752410 203 4752410 203 4752410 203 4752410	348.00 120.39 216.30 2,053.23 760.45 239.25

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			COLD MIX	159.97	203 4752410	159.97
				3,897.59		3,897.59
7386493	06146	W A THOMPSON DISTRIBUTING CO	ZELDAS-BEVERAGES	482.10	402 4650251	482.10
7386494	05087	WALSMA OIL COMPANY	OIL	1,499.38	101 4753214	1,499.38
7386495	D2816	WASTE MANAGEMENT OF A V	MLK-DUMPSTERS	826.43	330 4755402	826.43
			MLK-DUMPSTERS	724.05	330 4755402	724.05
			MLK-DUMPSTERS	458.44	330 4755402	458.44
			MLK-DUMPSTERS	746.15	330 4755402	746.15
			MLK-DUMPSTERS	842.39	330 4755402	842.39
			MLK-DUMPSTERS	945.37	330 4755402	945.37
				4,542.83		4,542.83
7386496	31026	WAXIE SANITARY SUPPLY	GLVS/TWLS/FM/CLNR/T PPR/ST CVR	1,991.78	101 4633406	1,991.78
7386497	05806	WEST COAST SAFETY SUPPLY CO	GAS/SENSORS/SENSOR COVER	2,531.81	480 4755402	2,531.81
7386498	04053	WITT'S PRINT & OFFICE SUPPLY	PEDESTALS/DESK/CABINET/SHELL	1,079.89	101 4400291	1,079.89
7386499	2400	XEROX CORPORATION	02/17-COPIER LEASE-GYA 112199	1,983.71	101 4310254	1,983.71
7386500	04627	Z A P MANUFACTURING INC	REFURBISH SIGNS(65)	921.64	203 4785455	921.64
7386501	06194	DEPT OF TRANSPORTATION	CP13019-SR14/AV M IMPROVEMENTS	72,106.15	210 15BR005924	72,106.15
7386502	A8656	KIMLEY-HORN & ASSOCIATES INC	CDP1310-P/PM SVC-01/31/17-AV K	5,502.25	210 15BR004924	5,502.25
			CDP1310-P/PM SVC-01/31/17-AV M	5,588.50	210 15BR005924	5,588.50
			CDP1310-P/PM SVC-01/31/17-AV G	4,668.75	210 15BR006924	4,668.75
			CP14010-AVE J PA/ED-01/31/17	82,126.85	210 15BR007924	82,126.85
			CDP1310-P/PM SVC-01/31/17-AV J	4,435.50	210 15BR007924	4,435.50
				102,321.85		102,321.85
7386503	05966	A P A, INC	DEP-PHIL VASSAR-04/07/17	10,000.00	402 4650318	10,000.00
7386504	03672	A T & T	03/17-TELEPHONE SERVICE	23.95	402 4650651	23.95
7386505	D1965	A V NARCOTICS ANONYMOUS	RFND-RNTL DEP-OMP-03/11/17	100.00	101 2182001	100.00
7386506	08022	AV DANCE STUDIO 81	RFND-RNTL DEP-CDR-2/26-3/12/17	100.00	101 2182001	100.00
7386507	07402	BEECHWOOD MANOR APTS	LCE-NEM PAYOUT	0.50	490 4370658	0.50
7386508	07402	BEECHWOOD MANOR APTS	LCE-NEM PAYOUT	0.87	490 4370658	0.87
7386509	07402	BEECHWOOD MANOR APTS	LCE-NEM PAYOUT	1.28	490 4370658	1.28
7386510	07771	BROOK PINE EQUITY LP	LCE-NEM PAYOUT	91.48	490 4370658	91.48
7386511	D1872	CA WATER ENVIRONMENTAL ASSN	TH-CWEA MEMBERSHIP RENEWAL	172.00	101 4320311	172.00

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7386512	C2060	CA WATER SERVICE COMPANY	02/07/17-03/14/17 WATER SVC	517.69	482 4636654	517.69
7386513	07064	COBRA-28 NO 5-LP	RFND-ADMIN CIT #12-4848-AC1	100.00	101 2140000	100.00
7386514	06168	DIVISION OF STATE ARCHITECT	CP13002-PLAN REVIEW/CHECK FEES	2,819.29	209 15ST037924	2,819.29
7386515	08028	ECONOMU CONSTRCTION	LCE-NEM PAYOUT	20.04	490 4370658	20.04
7386516	08029	EDEJER, ELSA	LCE-NEM PAYOUT	5.16	490 4370658	5.16
7386517	07151	ELEGANT AFFAIRS	ZELDAS-CRDT CD TPS-03/09-11/17	473.56	402 2176000	473.56
7386518	07151	ELEGANT AFFAIRS	ZELDAS-SERVERS-03/03-11/17	1,035.50	402 4652308	1,035.50
7386519	07151	ELEGANT AFFAIRS	ZELDAS-BARTENDERS-03/02-11/17	1,098.00	402 4652308	1,098.00
7386520	07474	ELITE TALENT AGENCY LLC	DEP-KUTLESS-04/01/17	5,000.00	402 4650318	5,000.00
7386521	02108	FRANCHISE TAX BOARD	TAX WITHHOLDING ORDER	100.00	101 2159000	100.00
7386522	02108	FRANCHISE TAX BOARD	TAX WITHHOLDING ORDER	155.00	101 2159000	155.00
7386523	C2235	GIBSON, WALKER	ZELDAS-PERF-MUSIC-02/25/17	200.00	402 4652251	200.00
7386524	07212	GINO'S ITALIAN RESTAURANT	CARES-FIELD TRIP-03/14/17	600.00	101 4670270	600.00
7386525	07586	GRIER, JOSH	LCE-NEM PAYOUT	71.82	101 2140000	71.82
7386526	07597	GUARDIAN LIFE INSURANCE CO	04/17 EMPLOYEE LIFE INSURANCE	8,037.84	101 2166200 101 2166200 101 2166200 101 2166200 101 2166200 101 2166300 101 2166300 101 2166300 101 2166300 101 2166300 101 2170215	(30.88) (26.31) (24.90) 6.29 4,362.30 (3.86) (3.29) (3.11) 0.78 545.29 3,215.53
				8,037.84		8,037.84
7386527	08030	I M C REAL ESTATE & LOANS	LCE-NEM PAYOUT	15.61	490 4370658	15.61
7386528	08035	JOE WALKER ASB/SCIENCE JETS	DONATN-JOE WALKER SCIENCE JETS	5,000.00	106 4330200	5,000.00
7386529	01550	KAISER FOUNDATION HEALTH PLAN	04/17 COBRA HEALTH INSURANCE	523.37	101 2166130	523.37
7386530	01550	KAISER FOUNDATION HEALTH PLAN	04/17 RETIREE HEALTH INS	25,995.20	109 1101000 109 1101000 109 1101000	497.78 2,527.89 2,527.89

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					109 1101000	2,527.89
					109 1101000	17,913.75
				25,995.20		25,995.20
7386531	D3448	L A CO SHERIFF'S DEPT	FILE #3631104150058	125.00	101 2159000	125.00
7386532	1214	L A CO SHERIFF'S DEPT	12/16-SPECIAL EVENTS-PARTY CAR	10,321.91	101 4820355	9,426.40
					101 4820357	895.51
				10,321.91		10,321.91
7386533	1214	L A CO SHERIFF'S DEPT	12/16-SPCL EVENTS-HOLIDAY PTRL	28,485.87	101 4820355	26,047.54
					101 4820357	2,438.33
				28,485.87		28,485.87
7386534	1215	L A CO WATERWORKS	01/05/17-03/13/17 WATER SVC	16,396.67	101 4631654	7,286.19
					101 4633654	406.61
					203 4636654	1,009.53
					306 4542684	175.75
					306 4542924	199.69
					363 4542770	42.78
					482 4636654	7,276.12
				16,396.67		16,396.67
7386535	C7400	MC GARREY DEVELOPMENT CO INC	PM 063096-SECURITY RELEASE	650.00	101 2140000	650.00
7386536	08031	MERRICK, AUBRIE	LCE-NEM PAYOUT	3.35	490 4370658	3.35
7386537	07854	MURDAUGH, ERIN	LCE-NEM PAYOUT	24.38	490 4370658	24.38
7386538	08007	O S T S INC	CPR/FIRST AID CLASSES(2)	1,800.00	101 4320301	1,800.00
7386539	08007	O S T S INC	CPR/FIRST AID CLASSES(3)	2,700.00	101 4320301	2,700.00
7386540	07704	OWEN, TANIA	DONATN-SGT OWEN BENEFT CONCRT	3,000.00	106 4330202	3,000.00
7386541	08023	PAGUINTO LAQUI, PATRICIA	CP13002-RD EASEMNT COMPENSATN	2,000.00	209 15ST037924	2,000.00
7386542	08034	R & R COMMERCIAL PROPERTIES	RFND-SECURITY DEPOSIT-PM73800	1,300.00	101 2503000	1,300.00
7386543	03154	SO CA EDISON	02/08/17-03/10/17 ELECTRIC SVC	1,154.81	203 4636652	47.76
					482 4636652	1,075.74
					484 4755652	31.31
				1,154.81		1,154.81
7386544	03154	SO CA EDISON	02/02/17-03/06/17 ELECTRIC SVC	3,275.94	203 4636652	449.69
					482 4636652	2,614.05
					484 4755652	212.20
				3,275.94		3,275.94
7386545	03154	SO CA EDISON	02/02/17-03/06/17 ELECTRIC SVC	6,906.07	483 4785652	6,869.17
					483 4785660	36.90

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				6,906.07		6,906.07
7386546	03154	SO CA EDISON	01/26/17-03/16/17 ELECTRIC SVC	9,526.97	101 4631652 101 4633652 101 4651652 203 4636652 306 4542682 363 4542771 480 4755652 482 4636652 483 4785652 483 4785660 484 4755652 485 4755652	1,218.38 2,933.34 741.25 25.64 15.52 14.46 355.42 609.17 182.89 2,104.81 215.69 1,110.40
				<u>9,526.97</u>		<u>9,526.97</u>
7386547	03154	SO CA EDISON	01/18/17-03/14/17 ELECTRIC SVC	9,682.01	363 4542770 483 4755652	8.62 9,673.39
				<u>9,682.01</u>		<u>9,682.01</u>
7386548	1907	SO CA GAS COMPANY	01/24/17-02/23/17 GAS SVC	14.79	101 4631655	14.79
7386549	07640	SPELLMAN MAGIC	CARES-MAGIC SHW-3/14 & 4/25/17	1,000.00	101 4670270	1,000.00
7386550	06429	STANTEC CONSULTING SRVCS INC	CP11019-L/CHALLENGR ROUNDABOUT	15,974.75	232 16ST003924	15,974.75
7386551	A1393	TEAMSTERS LOCAL 911	03/17 UNION DUES	3,983.00	101 2157000	3,983.00
7386552	C4971	UNITED STATES TREASURY	LEVY PROCEEDS	50.00	101 2159000	50.00
7386553	08033	WONG, DONALD S	LCE-NEM PAYOUT	26.78	490 4370658	26.78
7386554	06066	A T & T	DOJ-02/17-TELEPHONE SERVICE	159.19	101 4315651	159.19
7386555	06576	A V CHEVROLET	HOSE-EQ7603	8.74	101 4761207	8.74
7386556	02605	A V COLLISION REPAIRS, INC	DOOR REPAIRS-EQ7502	310.49	480 4755207	310.49
7386557	C0077	A V E K	NSC-03/17-BACTERIOLOGICAL TEST	20.00	101 4635301	20.00
7386558	A5389	A V FAIR	07/16-WATCH & WAGER COMM 08/16-WATCH & WAGER COMM 07/16-WATCH & WAGER COMM 07/16-WATCH & WAGER COMM	2,166.20 2,888.97 566.50 633.13	101 2189000 101 2189000 101 2189000 101 2189000	2,166.20 2,888.97 566.50 633.13
				<u>6,254.80</u>		<u>6,254.80</u>
7386559	07965	A V POLES AND LIGHTING INC	OUTLETS(10)	480.00	101 4633403	480.00
7386560	06294	A V WEB DESIGNS	NSC-02/17-MONTHLY HOSTING CHGS PAC-02/17-MONTHLY HOSTING CHGS	99.95 99.95	101 4660301 402 4650301	99.95 99.95
				<u>199.90</u>		<u>199.90</u>

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7386561	C6143	AMERICAN BUSINESS MACHINES	PRINTER HEAD	489.38	101 4761259	489.38
7386562	D3147	AMERICAN PLUMBING SERVICES,INC	LMS-BACKFLOW REPAIRS	95.00	101 4632402	95.00
			OMP-BACKFLOW TEST	280.00	101 4634402	280.00
			PBP-BACKFLOW TEST	200.00	101 4631402	200.00
				<u>575.00</u>		<u>575.00</u>
7386563	04190	AMERIPRIDE SERVICES	ZELDAS-LINEN RENTALS	107.67	402 4652251	107.67
			ZELDAS-LINEN RENTALS	162.32	402 4652251	162.32
				<u>269.99</u>		<u>269.99</u>
7386564	08027	ANDREWS, MARYLOU	LCE-NEM PAYOUT	38.56	490 4370658	38.56
7386565	02693	ANDY GUMP, INC	HP-FENCE RNTL-02/09-03/08/17	17.62	101 4634402	17.62
			RDP-RSTRM RNTL-02/24-03/23/17	554.15	101 4634402	554.15
			RDP-FENCE RNTL-02/24-03/23/17	33.28	101 4634402	33.28
				<u>605.05</u>		<u>605.05</u>
7386566	C3896	ARC LIGHT EFX, INC	PAC-LIGHTING RNTL-03/01-06/17	775.00	402 4650602	775.00
7386567	04446	AUTO PROS	SMOG INSPECTION-EQ5653	45.00	101 4633207	45.00
			SMOG INSPECTION-EQ4357	45.00	101 4545207	45.00
			SMOG INSPECTION-EQ5827	45.00	101 4633207	45.00
				<u>135.00</u>		<u>135.00</u>
7386568	04151	AXES FIRE INC	FIRE CERTIFICATIONS(11)	191.05	101 4200207	10.50
					101 4631207	10.50
					101 4633207	10.50
					101 4761207	10.50
					101 4780207	10.50
					101 4780207	20.58
					101 4810207	10.50
					101 4810207	10.50
					101 4810207	10.50
					101 4810207	20.57
					101 4820207	10.50
					203 4752207	10.50
					203 4752207	10.50
					203 4752207	34.40
				<u>191.05</u>		<u>191.05</u>
7386569	07665	B K I	LCE-02/17-PROFESSIONAL SVCS	3,940.00	490 4370301	2,632.46
					490 4370319	1,307.54
				<u>3,940.00</u>		<u>3,940.00</u>
7386570	A4713	B M I	PAC-ANNUAL ROYALTIES	1,090.00	402 4650330	1,090.00
7386571	03485	BAKERSFIELD TRUCK CENTER	BLOWER MOTOR-EQ3770	88.80	203 4752207	88.80
7386572	07135	BLACK & VEATCH CORPORATION	PHOTOVOLTAIC SYSTEM SUPPRT	3,375.00	490 13ZZ004924	3,375.00

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7386573	06992	BREMER WHYTE BROWN & O'MEARA	CLAIM #011-15/CLGL-1328A1 CLAIM #020-15/CLGL-13334A1 CLAIM #062-15/CLGL-0002A2 CLAIM #062-15A/CLGL-0003A2 CLAIM #048-15/CLGL-0004A2	1,167.20 1,149.49 1,766.02 185.10 224.10 <u>4,491.91</u>	109 4330300 109 4330300 109 4330300 109 4330300 109 4330300	1,167.20 1,149.49 1,766.02 185.10 224.10 <u>4,491.91</u>
7386574	04636	CAYENTA/N HARRIS COMPUTER CORP	03/17-CMS	3,500.00	101 4315302	3,500.00
7386575	08025	CHO, NELSON	NC-PR DM-SAN DIEGO-03/20-23/17	224.00	101 4320256	224.00
7386576	00315	CONSOLIDATED ELECTRCL DIST INC	NSC-BULBS(15) NSC-BALLAST	293.63 120.31 <u>413.94</u>	101 4635403 101 4635404	293.63 120.31 <u>413.94</u>
7386577	05844	DAVID EVANS AND ASSOCIATES INC	CP14014-PROFESSIONAL SERVICES	9,626.57	399 15ST055924	9,626.57
7386578	A9377	DAVIS COMMUNICATIONS	02/17-YOLO-WEB SUPPORT FAIR HOUSING MARKETING ED-MARKETING CAMPAIGN	425.00 2,777.00 1,187.82 <u>4,389.82</u>	306 4542355 301 4542301 101 4540340	425.00 2,777.00 1,187.82 <u>4,389.82</u>
7386579	00432	DEPT OF JUSTICE	02/17-FINGERPRINT APPS	1,016.00	101 4320301	1,016.00
7386580	A0925	DESERT HAVEN ENTERPRISES	43263 18W-EMERGENCY ABATEMENT	6,113.00	306 4542682	6,113.00
7386581	00414	DESERT LOCK COMPANY	LMS-LOCKS/KEY	53.84	101 4632404	53.84
7386582	05613	DESIGN SPACE MODULAR BUILDINGS	03/17-MTNC YD-MODULAR BUILDING	287.13	101 4306603	287.13
7386583	08024	DIVERSIFIED PROJECT SVCS INTL	OMP-POLE INSPECTN/DOCUMENTATN	932.50	101 4634301	932.50
7386584	05774	E Z-LINER INDUSTRIES	STEERING UNIT/CAP-EQ4372	901.21	203 4785207	901.21
7386585	06857	ENTERTAINMENTMAX, INC	COMMISSN-IRISH ROVERS-03/11/17	1,350.00	402 4650318	1,350.00
7386586	06380	EWING IRRIGATION PRODUCTS, INC	LMS-FERTILIZER(10 BAGS) LMS-SOIL TEST LMS-FERTILIZER(20 BAGS)	344.55 318.96 521.30 <u>1,184.81</u>	101 4632404 101 4632404 101 4632404	344.55 318.96 521.30 <u>1,184.81</u>
7386587	C6890	E Z DIRECT, INC	2017 SPRING OUTLOOK(81227)	1,684.95 <u>1,684.95</u>	101 4305253 101 4643253	1,010.97 <u>673.98</u> 1,684.95
7386588	04721	GET TIRES, INC	TIRES(2)-EQ6807 TIRE/SERVICE CALL-EQ4372 TIRES(6)/SERVICE CALL-EQ3771	299.63 829.53 2,628.91 <u>3,758.07</u>	101 4545207 203 4785207 203 4752207	299.63 829.53 2,628.91 <u>3,758.07</u>

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7386589	00822	H W HUNTER, INC	NOZZLES(2)-EQ5501 PARADE VEHICLE DAMAGE REPAIRS	69.34 421.55 <u>490.89</u>	101 4644207 101 4640207	69.34 421.55 <u>490.89</u>
7386590	03975	HART PRINTERS INC	LCE-CCA PROPOSAL BOOKLETS(3)	46.76	490 4370253	46.76
7386591	01682	HIRO'S TRANSMISSION	LABOR/PARTS-EQ3301	2,290.13	203 4752207	2,290.13
7386592	D3626	INLAND EMPIRE REG CMPSTNG AUTH	OMP-COMPOST DELIVERY	335.00	101 4634404	335.00
7386593	04440	INSIGHT PUBLIC SECTOR, INC	ADOBE ENTERPRISE-02/17-02/18	2,550.80	251 4315302	2,550.80
7386594	D1903	KERN MACHINERY INC-LANCASTER	NSC-OIL NSC-SPUR GEAR TIRES(6)-EQ5855 SEAT ASSEMBLY-EQ5655 SEAT/BRAKE PAD-EQ5844 SHOCK ABSORBER/SEAT-EQ5851 MIRROR-EQ1514 MUFFLER/NECK-EQ5835	19.60 16.52 968.63 523.71 269.59 659.27 41.86 340.68 <u>2,839.86</u>	101 4635207 101 4635230 101 4635207 101 4631207 101 4634207 101 4634207 101 4810207 101 4635207	19.60 16.52 968.63 523.71 269.59 659.27 41.86 340.68 <u>2,839.86</u>
7386595	D3426	LAW OFFICES CHRISTOPHER RAMSEY	CLAIM #017-16/CLGL-1377A1 CLAIM #058-15/A/CLGL-0005/0006	996.00 2,170.00 <u>3,166.00</u>	109 4330300 109 4330300	996.00 2,170.00 <u>3,166.00</u>
7386596	D1736	LEVEL 3 COMMUNICATIONS LLC	02/17-INTERNET/DATA-#50041351	3,521.23	101 4315651	3,521.23
7386597	07086	LUCKY LUKE BREWING COMPANY	ZELDAS-BEVERAGES	90.00	402 4652251	90.00
7386598	06663	MASON, MELINDA	AVBOT-DIGITAL IMAGES	100.00	101 4305301	100.00
7386599	C8380	MC CORMICK ELECTRIC & CONST	CH-CONFERENCE ROOM PAINT INCUBATOR H-ROOF LEAK REPAIRS TBP-RESTROOM WALL REPAIRS MTNC YD-RECEPTACLES.BYPASS	1,175.00 90.00 500.00 215.00 <u>1,980.00</u>	101 4633403 101 4636402 101 4631402 101 4633403	1,175.00 90.00 500.00 215.00 <u>1,980.00</u>
7386600	C1198	MC PHERSON CONSULTING	NSC-LIGHTING REPAIRS STP-LIGHT POLE REPAIRS	280.00 105.00 <u>385.00</u>	101 4635402 101 4631402	280.00 105.00 <u>385.00</u>
7386601	D0097	MID-AMERICA SPORTS ADVANTAGE	NSC-PAINT TOOL	41.45 <u>41.45</u>	101 2175000 101 4635404	(2.80) 44.25 <u>41.45</u>
7386602	D3578	MINUTEMAN PRESS	LCE-BUSINESS CARDS-CD	27.73	490 4370259	27.73
7386603	01184	MONTE VISTA CAR WASH	CAR WASHES(9)	137.00	101 4100207 101 4200207	14.00 13.00

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					101 4200207	15.00
					101 4545207	14.00
					101 4753207	14.00
					101 4753207	25.00
					101 4761207	14.00
					203 4752207	14.00
					251 4783207	14.00
				137.00		137.00
7386604	05773	MORRISON WELL MAINTENANCE	NSC-02/17-BACTERIOLOGICAL TEST	400.00	101 4635301	400.00
7386605	05871	MUNICIPAL MAINTENANCE EQUIPMNT	DRAG SHOES/BROOM CROSS BAR	1,563.36	203 4752207	1,563.36
7386606	06543	MURREN, JAMES	03/17-ADMIN HEARING	50.00	101 4545301	50.00
7386607	07509	NAPA AUTO PARTS	FOG LAMPS-EQ4372	17.70	203 4785207	17.70
			SWITCH/LAMPS-EQ4372	20.11	203 4785207	20.11
			FLASHER-EQ4327	17.13	483 4785207	17.13
			BRAKE PADS-EQ4371	71.00	483 4785207	71.00
			BRAKE PADS-EQ4371	71.00	483 4785207	71.00
			AIR FILTER-EQ4371	42.76	483 4785207	42.76
			REFRIGERANT-EQ3757	124.46	203 4752207	124.46
			REFRIGERANT-EQ3302	124.46	101 4753207	124.46
			LIQUID WD40-EQ4372	82.61	203 4785207	82.61
			ELBOWS(2)-EQ3783	26.51	203 4752207	26.51
			HYDRLC HOSE/FITTINGS-EQ3783	249.12	203 4752207	249.12
			AIR HOSE FITTINGS(5)-EQ3783	21.97	203 4752207	21.97
			BRAKE ROTOR/PADS(2)-EQ3991	402.48	480 4755207	402.48
			CALIPER/CORE DEPOSIT-EQ3991	134.36	480 4755207	134.36
			FUEL/AIR FILTERS(2)-EQ5655	21.35	101 4631207	21.35
			LAMPS(2)-EQ3814	283.88	480 4755207	283.88
			WORKLAMPS(2)-EQ4371	262.02	483 4785207	262.02
			FUEL FILTERS(2)-EQ3355	30.32	203 4752207	30.32
			BRAKE PAD-EQ3814	52.32	480 4755207	52.32
			PAINT SPRAYER/FILTER-EQ3839	759.97	203 4752207	759.97
			CREDIT-CORE DEPOSIT-EQ3991	(347.48)	480 4755207	(347.48)
			CREDIT-PAINT SPRAYER-EQ3839	(731.87)	203 4752207	(731.87)
			OIL/FUEL/AIR FILTERS-EQ5837	31.23	101 4632207	31.23
			TIE ROD ENDS(2)-EQ3814	478.85	480 4755207	478.85
			FLOOR MAT-EQ3761	25.55	251 4783207	25.55
			COMPRESSOR-EQ3757	237.12	203 4752207	237.12
			MIRROR-EQ3814	209.00	480 4755207	209.00
			WHEEL-EQ3783	15.84	203 4752207	15.84
			SWITCH/STOPLIGHT-EQ4327	23.82	483 4785207	23.82
			FUEL FILTER-EQ3772	6.21	484 4752207	6.21
				2,763.80		2,763.80
7386608	D2822	NATIONAL CINEMEDIA, LLC	PS-ADS-01/27-02/23/17	123.57	101 4810205	123.57
7386609	1443	OMEGA MAINTENANCE, INC	LMS-BLOWER REPAIRS	213.11	101 4632230	213.11

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7386610	05741	P P G ARCHITECTURAL FINISHES	NSC-PAINT LMS-PAINT/POLS/RLLRS/CVRS/TRYS NSC-PAINT	941.56 198.97 1,141.28 <u>2,281.81</u>	101 4635404 213 12BS014924 101 4635404	941.56 198.97 1,141.28 <u>2,281.81</u>
7386611	02169	PATTON'S METAL WORKING	ROUND TUBE-EQ2309	12.23	101 4753207	12.23
7386612	A7779	PHIL BURKE RIGGING, INC	PAC-RIGGING RNTL-03/05/17	1,200.00	402 4650602	1,200.00
7386613	05780	PLUMBERS DEPOT, INC	LIFT CYLINDER-EQ3351	2,344.00	480 4755207	2,344.00
7386614	07287	PRINTING BOSS	PF-BANNER	216.41	101 4682222	216.41
7386615	04361	PROTECTION ONE	LMS-03/17-ALARM MONITORING LMS-03/17-ELEVATOR MONITORING	46.75 33.77 <u>80.52</u>	101 4632301 101 4632301	46.75 33.77 <u>80.52</u>
7386616	05864	QUINN COMPANY	LABOR-EQ5666	660.00	101 4635207	660.00
7386617	08021	RADIO LICENSING SERVICES	EMERGENCY RADIO LICENSING	165.00	101 4200350	165.00
7386618	03378	ROTTMAN DRILLING CO	NSC-01/17-PUMP MAINTENANCE NSC-02/17-PUMP MAINTENANCE	685.00 450.00 <u>1,135.00</u>	101 4635301 101 4635301	685.00 450.00 <u>1,135.00</u>
7386619	D3947	S G A CLEANING SERVICES	LMS-FOUNTAIN REPLACEMENT LMS-RESTROOM PARTITIONS PAINT	375.00 985.00 <u>1,360.00</u>	213 12BS014924 213 12BS014924	375.00 985.00 <u>1,360.00</u>
7386620	A8260	SAGE STAFFING	PUBLIC SFTY STFF-02/27-03/03/17	1,417.40	101 4820301	1,417.40
7386621	D2568	SEQUOIA PACIFIC SOLAR I, LLC	MTNC YD-02/17(31932.72 KWH) OMP-02/17(15400.08 KWH) PAC-02/17(21362.48 KWH) LMS-02/17(29152.64 KWH)	3,193.27 1,540.01 2,136.25 2,915.26 <u>9,784.79</u>	101 4633652 101 4634652 402 4650652 101 4632652	3,193.27 1,540.01 2,136.25 2,915.26 <u>9,784.79</u>
7386622	06751	SIGN LANGUAGE XL	PF-BILLBOARD	325.88	101 4682222	325.88
7386623	1894	SIGNS & DESIGNS	NH/MS-NAMEPLATE/FACEPLATE	55.28	101 4785253	55.28
7386624	07139	SITEONE LANDSCAPE SUPPLY LLC	OMP-FIELD SEED(20 BAGS)	1,400.92	101 4634404	1,400.92
7386625	01816	SMITH PIPE & SUPPLY INC	ROTORS(12) OMP-PVC PIPE/CAPS OMP-PVC PIPE OMP-PVC PIPE/CAPS NSC-FERTILIZER(80 BAGS) OMP-PVC PIPE/MUD GUARD/CAPS OMP-CEMENT/TAPE	303.41 54.84 21.37 49.34 1,808.26 61.25 94.13	101 4635404 101 4634404 101 4634404 101 4634404 101 4635404 101 4634404 101 4634404	303.41 54.84 21.37 49.34 1,808.26 61.25 94.13

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				2,392.60		2,392.60
7386626	06429	STANTEC CONSULTING SRVCS INC	CP14013-RFQ 646-16 MULTI YEAR CP13015-20 W/BLVD-AVE J-REHAB CP13023-AV I/10W-INTR SCTN SVCS	21,156.00 665.00 1,914.50 <u>23,735.50</u>	232 15BW005924 209 12ST032924 209 16ST007924	21,156.00 665.00 1,914.50 <u>23,735.50</u>
7386627	A0390	STOVER SEED COMPANY	NSC-GRASS SEED	1,580.50	101 4635404	1,580.50
7386628	06991	SYSCO VENTURA, INC	ZELDAS/PAC-SNACKS/CUPS/FRUIT	1,656.90 <u>1,656.90</u>	402 4650251 402 4652251	966.01 690.89 <u>1,656.90</u>
7386629	D3099	TELEPACIFIC COMMUNICATIONS	03/17-TELEPHONE SERVICE	10,884.49 <u>10,884.49</u>	101 4315651 490 4370651	10,685.08 199.41 <u>10,884.49</u>
7386630	2009	THE TIRE STORE	TIRES(4)-EQ5827	467.58	101 4633207	467.58
7386631	C5522	THOMSON REUTERS-WEST PMT CENT 02/17	INFORMATION CHARGES	469.35	101 4400301	469.35
7386632	C2555	TIME WARNER CABLE	03/17-TV SVC-LCE/EXERCISE RM	11.14	101 4315651	11.14
7386633	2003	TIP TOP ARBORISTS, INC	VARIOUS TREE TRIMMINGS/REMOVAL	19,556.50	101 4631267	19,556.50
7386634	C6713	TRI-STAR SAFETY SERVICES	SOLAR REGULATOR-EQ3410	251.25	203 4752207	251.25
7386635	02977	TURBO DATA SYSTEMS INC	ICS COLLCTN SVCS/FTB PROCSSNG	44.08	101 4810301	44.08
7386636	A7515	U S BANK	01/17-ADMIN FEE	198.96	101 4310301	198.96
7386637	C4011	UNITED RENTALS	LMS-SAFETY HARNESS/HARD HAT	119.60	101 4632404	119.60
7386638	08032	VAN ALLEN, SANDY W	LCE-NEM PAYOUT	37.51	490 4370658	37.51
7386639	D3370	VERIZON WIRELESS	02/17-IPAD SERVICE	3,495.86	101 4315651	3,495.86
7386640	C7740	VISION INTERNET PROVIDERS	03/17 WEB HOSTING	1,000.00	101 4305301	1,000.00
7386641	06146	W A THOMPSON DISTRIBUTING CO	ZELDAS/PAC-BEVERAGES ZELDAS-BEVERAGES	648.50 <u>242.00</u> 890.50	402 4650251 402 4652251 402 4652251	163.70 484.80 242.00 <u>890.50</u>
7386642	D2816	WASTE MANAGEMENT OF A V	12/16-615 W H(TIRE)-TRASH SVC	2,812.51	330 4542656	2,812.51
7386643	31026	WAXIE SANITARY SUPPLY	OMP-CN LNR/GLVS/TWLS/CLNR/SGNS KEYS(10)	661.64 8.05 <u>669.69</u>	101 4634406 101 4633406	661.64 8.05 <u>669.69</u>
7386644	C7367	WINE WAREHOUSE	ZELDAS-BEVERAGES	533.30	402 4652251	533.30

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7386645	06375	XYLEM DEWATERING SOLUTIONS,INC	O-RINGS/FITTINGS	1,996.79	484 4752405	1,996.79
7386646	07040	YOUNG'S MARKET COMPANY, LLC	ZELDAS-BEVERAGES	978.13	402 4652251	978.13
7386647	01550	KAISER FOUNDATION HEALTH PLAN	04/17 EMPLOYEE HEALTH INS	178,075.36	101 2166130 101 2166130 101 2166130 109 1101000 109 1101000 109 1101000	(523.37) (523.37) 184,675.66 (2,527.89) (2,527.89) (497.78)
				<u>178,075.36</u>		<u>178,075.36</u>
7386648	C7946	L A CO DEPT ANIMAL CARE&CONTRL	02/17-HOUSING COSTS	57,612.21	101 4820363	57,612.21
7386649	1214	L A CO SHERIFF'S DEPT	02/17 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>
7386650	05228	METLIFE	04/17-DENTAL/VISION/DISABILITY	63,797.68	101 2166140 101 2166140 101 2166140 101 2166140 101 2166145 101 2166145 101 2166145 101 2166145 101 2166145 101 2166150 101 2166150 101 2166155 101 2166155 101 2166155 101 2166155 101 2166400 101 2166400 109 1101000 109 1101000 109 1101000	(137.72) 62.77 62.77 34,407.87 (52.29) 5.24 120.30 1,994.40 (17.77) 4,282.57 35.54 35.54 35.54 586.41 (47.88) 10,262.60 1,634.84 2,481.12 8,045.83
				<u>63,797.68</u>		<u>63,797.68</u>
7386651	03154	SO CA EDISON	02/01/17-03/01/17 ELECTRIC SVC	175,312.40	483 4752652 483 4785652 483 4785660	21.17 61.42 175,229.81
				<u>175,312.40</u>		<u>175,312.40</u>
7386652	A2089	SO CA EDISON-ACCTS REC	ST LGHT ACQSTN-PHS 2-TD1165092	2,385,686.68	483 4755665	2,385,686.68
7386653	A2089	SO CA EDISON-ACCTS REC	ST LGHT ACQSTN-PHS 3-TD1165092	2,533,756.56	483 4755665	2,533,756.56
7386654	06344	AERO VIEW LLC	04/17-LEAPS SERVICES	89,991.00	101 4820301	89,991.00

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7386655	07101	CALPINE ENERGY SERVICES L.P.	02/17-LCE-BACK OFFICE SERVICES	68,873.75	490 4370301	68,873.75
7386656	D1872	CA WATER ENVIRONMENTAL ASSN	JL-CWEA CERT RENEWAL	83.00	101 4320311	83.00
7386657	D1872	CA WATER ENVIRONMENTAL ASSN	DH-CWEA CERT RENEWAL	88.00	101 4320311	88.00
7386658	07151	ELEGANT AFFAIRS	ZELDAS-CRDT CD TPS-03/16-18/17	628.43	402 2176000	628.43
7386659	07473	KUTLESS INC	BAL-KUTLESS-04/01/17	5,000.00	402 4650318	5,000.00
7386660	1215	L A CO WATERWORKS	01/12/17-03/21/17 WATER SVC	7,331.34	101 4631654 101 4633654 101 4651654 101 4810403 203 4636654 306 4542684 363 4542770 482 4636654	3,065.27 888.61 217.41 128.67 1,098.02 42.89 42.89 1,847.58
				7,331.34		7,331.34
7386661	D2287	LANCASTER CODE ENFRMNT ASSN	UNION DUES-PP 06-2017	300.00	101 2171000	300.00
7386662	A7221	P E R S LONG TERM CARE PROGRAM	LONG TERM CARE PREM-PP 06-2017	2,171.87	101 2170200	2,171.87
7386663	08039	PEREZ, BLANCA	RFND-CLASS REGISTRATION	50.00	101 2182001	50.00
7386664	03154	SO CA EDISON	02/10/17-03/23/17 ELECTRIC SVC	2,149.58	101 4636402 203 4636652 363 4542770 482 4636652 483 4785652 483 4785660 484 4755652 485 4755652	33.69 129.16 23.92 308.82 59.18 278.29 231.11 1,085.41
				2,149.58		2,149.58
7386665	03154	SO CA EDISON	08/08/16-10/31/16 NON ENERGY	9,574.45	490 4370301	9,574.45
7386666	03154	SO CA EDISON	01/07/16-12/31/16 NON ENERGY	36,463.38	490 4370301	36,463.38
7386667	1907	SO CA GAS COMPANY	02/16/17-03/21/17 GAS SVC	4,095.31	101 4631655 101 4633655 101 4634655 101 4635655	58.68 3,345.02 307.73 383.88
				4,095.31		4,095.31
7386668	C2555	TIME WARNER CABLE	04/17-TV SERVICE-CITY MANAGER	63.68	101 4100205	63.68
7386669	C5428	VOLTZ COMMERCIAL REALTY ADVSRS	APPRAISAL REPORT	2,900.00	101 4540301	2,900.00

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7386670	03672	A T & T	03/07-04/06/17 TELEPHONE SVC	1,308.60	101 4820651	1,308.60
7386671	06576	A V CHEVROLET	BOLTS(4)-EQ6811	62.21	101 4545207	62.21
7386672	A8128	A V SHERIFF BOOSTERS	SGT OWEN-BLDG TRIBUTE LETTERNG	1,471.50	101 4820251	1,471.50
7386673	05449	ACCELA, INC	01/17-PROFESSIONAL SERVICES	2,550.00	101 4315302	2,550.00
7386674	08036	ACCUPAY INC	ACA E-FILING/REGISTRATION FEE	468.50	101 4310302	468.50
7386675	06352	AGILITY RECOVERY SOLUTIONS	04/17-READYSUITE	440.00	101 4315302	440.00
7386676	D3147	AMERICAN PLUMBING SERVICES,INC	LMS-CONCESSN PLUMBNG IMPRVMNTS	815.14	213 12BS014924	815.14
7386677	D3517	AMERICASPRINTER.COM	MOAH-MOVERS/MAKRS BRCHRS(2500)	1,766.88	101 4644251	1,766.88
7386678	04190	AMERIPRIDE SERVICES	UNIFORM CLEANINGS	57.20	101 4753209	57.20
			UNIFORM CLEANINGS	43.88	101 4753209	43.88
			ZELDAS-LINEN RENTALS	127.17	402 4652251	127.17
			UNIFORM CLEANINGS	43.88	101 4753209	43.88
				<u>272.13</u>		<u>272.13</u>
7386679	05179	ARAMARK UNIFORM SVCS	UNIFORM CLEANINGS	125.35	480 4755209	125.35
			UNIFORM CLEANINGS	125.35	480 4755209	125.35
				<u>250.70</u>		<u>250.70</u>
7386680	D2995	ARTILLERY, LLC	MOAH-05/17-06/17-ADVERTISEMENT	1,250.00	101 4644205	1,250.00
7386681	04446	AUTO PROS	SMOG INSPECTION-EQ6819	45.00	480 4755207	45.00
7386682	07707	BROADBAND ASSET STRATEGIES LLC	01/17-02/17-CONSULTING SVCS	7,500.00	101 4780317	7,500.00
7386683	06176	C S TECH GROUP, INC	DVR INSTALL/TV REMVL/DATA LINE	1,846.88	101 4315251	1,846.88
7386684	05412	CA SHOPPING CART RETRIEVAL	02/17 SHOPPING CART RETRIEVAL	1,501.50	203 4751402	1,501.50
7386685	D1872	CA WATER ENVIRONMENTAL ASSN	JA-CWEA CERT RENEWAL	83.00	101 4320311	83.00
7386686	05938	CENTERSTAGING LLC	PAC-EQUIPMENT RENTAL-DOO WOP	1,215.00	402 4650602	1,215.00
7386687	C8944	CLASS C SOLUTIONS GROUP	DSCS/WHL WGHTS/PN/NTS/SCRWS	765.13	101 4753214	765.13
7386688	03450	COSTCO	AIR-BEVERAGES/SNACKS	986.93	101 4680225	986.93
7386689	03790	CRAFCO	HANDLE ASSEMBLYS(2)	184.94	203 4752208	184.94
7386690	D3468	CUES, INC	SOFTWARE SUPPORT PLAN	1,800.00	480 4755405	1,800.00
7386691	03311	DELTA LIQUID ENERGY	FORKLIFT CONNECTOR/CYLINDER	30.03	203 4752217	30.03
			PROPANE(15.08 GALS)	28.54	203 4752217	28.54

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			PROPANE(7.91 GALS)	14.45	203 4752217	14.45
				73.02		73.02
7386692	A0925	DESERT HAVEN ENTERPRISES	02/17-NSP1 MONTHLY SERVICE	224.72	363 4542770	224.72
			02/17-567 JACKMAN-MAINTENANCE	224.72	306 4542682	224.72
				449.44		449.44
7386693	00414	DESERT LOCK COMPANY	JRP-BOLT/DEAD BOLD REPAIR	103.49	101 4631301	103.49
			MLS-KEYS(5)	12.77	101 4633403	12.77
			KEYS(6)-EQ1511	9.78	101 4810207	9.78
				126.04		126.04
7386694	C0293	EAST, MARY PAULINE	03/17-CONTRACT SERVICES	5,250.00	101 4621308	5,250.00
7386695	06857	ENTERTAINMENTMAX, INC	BAL-MOMS NIGHT OUT-04/01/17	4,000.00	402 4650318	4,000.00
7386696	07937	FARRELL, ANTHONY R	ZELDAS-PERF-MUSIC-03/23/17	200.00	402 4652251	200.00
7386697		VOID				
7386698	A8286	FLAG SYSTEMS	PAC-EQUIPMENT RENTALS-DOO WOP	2,650.00	402 4650602	2,650.00
7386699	07226	FLYERS ENERGY LLC	UNLEADED(4967)/DIESEL(2490)	17,657.70	101 1620000	17,657.70
7386700	07981	FRABER PROPERTIES II LLC	CP16003-SENIOR CNTR RENOVATION	21,800.00	261 11BS025924	21,800.00
7386701	04203	FRANK'S RADIO SERVICE	BATTERIES(3)	186.39	101 4545259	186.39
7386702	04721	GET TIRES, INC	TIRES(6)-EQ4371	2,557.99	483 4785207	2,557.99
7386703	03430	GRAINGER	HOSE REEL	549.79	101 4753402	549.79
			GLOVES(6 BOXES)	108.05	101 4753209	108.05
			CORDLESS IMPACT WRENCH KIT	357.57	101 4753208	357.57
			EAR PLUGS/PUSH BUTTONS	232.58	484 4752209	186.35
					484 4752404	46.23
				1,247.99		1,247.99
7386704	D3912	GREEN CHARGE NETWORKS	MOAH-01/17-ELECTRIC SVC	220.67	101 4633652	220.67
7386705	00822	H W HUNTER, INC	FUEL TANK-EQ7768	826.50	251 4783207	826.50
7386706	00849	HAAKER EQUIPMENT CO	INLET WELDMENT/HOSE-EQ3779	1,756.77	480 4755207	1,756.77
7386707	03975	HART PRINTERS INC	LCE-CCA PROPOSALS(10)	75.04	490 4370253	75.04
7386708	C9535	HILLYARD/LOS ANGELES	CAN LINER/TOWELS	906.65	101 4633406	906.65
7386709	07653	INBOUND DESIGN INC	CCEA-WEBSITE EDITS	637.50	490 4370301	637.50
7386710	A2594	INTERSTATE BATTERY SYS OF A V	BATTERY-EQ1514	56.50	101 4810207	56.50

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7386711	D0412	KATZ, BRUCE	BK-PR DM-COLUMBUS OH-4/3-5/17	147.50	483 4755201	147.50
7386712	D1903	KERN MACHINERY INC-LANCASTER	LATCH/HANDLE/LINK-EQ5837 CLUTCH/LINING-EQ5796 SEAT-EQ5796 GAUGE-EQ5796	182.04 614.20 242.56 43.36 <u>1,082.16</u>	101 4632207 101 4632207 101 4632207 101 4632207	182.04 614.20 242.56 43.36 <u>1,082.16</u>
7386713	06231	KRAYTIVE CORPORATION	AIR-MEDIA WALLS(2)	1,138.05	101 4680225	1,138.05
7386714	03575	LANCASTER AUTO INTERIORS	RECOVER BUCKET LABOR-EQ3779	354.38	480 4755207	354.38
7386715	A7680	LANCASTER JETHAWKS	2017 CORPORATE SPONSORSHIP	6,500.00	101 4680225	6,500.00
7386716	1203	LANCASTER PLUMBING SUPPLY	MLS-DRAIN CLEANER	29.07	101 4633406	29.07
7386717	D1736	LEVEL 3 COMMUNICATIONS LLC	03/17-INTERNET/DATA-#50041351	3,948.22	101 4315651	3,948.22
7386718	04351	LYN GRAFIX	UNIFORM JACKETS(12) UNIFORM SHIRTS(22)	691.33 1,072.62 <u>1,763.95</u>	203 4752209 203 4752209	691.33 1,072.62 <u>1,763.95</u>
7386719	C8380	MC CORMICK ELECTRIC & CONST	EPL-HANDICAP SHOWER REPAIRS AHP-TROUBLESHOOT LIGHTING	375.00 220.00 <u>595.00</u>	101 4631301 101 4631301	375.00 220.00 <u>595.00</u>
7386720	07662	MEDLIN JR, RICK A	ZELDAS-PERF-MUSIC-03/16/17	170.00	402 4652251	170.00
7386721	02270	MELDON GLASS	PAC-LITE BRONZE RESET	85.00	402 4650402	85.00
7386722	D1878	MURPHY & EVERTZ,ATTYS AT LAW	02/17-LEGAL SRVCS-AV GRNDWTR	510.00	101 4400303	510.00
7386723	07509	NAPA AUTO PARTS	CLNR/TUNE UP/FUEL/WSH/WRNCH QUIET IMPACT TOOL HYD HOSE/FITTINGS-EQ4328 PADS/ROTOR/DRUM-EQ6811 STEERING GEAR-EQ3814 AIR/FUEL FILTERS-EQ3779 COUPLER/ADAPTER-EQ2386 HOSE CLAMPS(5)-EQ3779 SPARK PLUGS(10)-EQ3758	692.17 337.11 50.01 327.23 226.94 55.22 29.80 8.10 25.77 <u>1,752.35</u>	101 4753214 101 4753208 203 4785207 101 4545207 480 4755207 480 4755207 101 4753207 480 4755207 203 4752207	692.17 337.11 50.01 327.23 226.94 55.22 29.80 8.10 25.77 <u>1,752.35</u>
7386724	D2822	NATIONAL CINEMEDIA, LLC	THEATER ADS-03/03-04/27/17	662.00	402 4650205	662.00
7386725	07634	NEVAREZ, GABE	GN-PR DM-COLUMBUS OH-4/3-5/17	147.50	483 4755201	147.50
7386726	1443	OMEGA MAINTENANCE, INC	BLOWER RPRS/FILTER REPLACMNTS	109.59	101 4634230	109.59
7386727	05509	P A R S	01/17-REP FEES	4,814.15	101 4320301	4,814.15

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7386728	05741	P P G ARCHITECTURAL FINISHES	PAINT	103.43	203 4752502	103.43
			PAINT	22.25	203 4752502	22.25
			PAINT	22.25	203 4752502	22.25
			PAINT	145.81	203 4752502	145.81
			PAINT	207.72	213 12BS014924	207.72
				<u>501.46</u>		<u>501.46</u>
7386729	02169	PATTON'S METAL WORKING	METL SHTS/CHANNLS/STRIPS/CAPS	94.40	101 4753405	94.40
7386730	05998	PAVING THE WAY FOUNDATION	CMMNTY SPPRT/GOOD CTZNSHP PRGM	480.00	399 4820776	480.00
			CMMNTY SPPRT/GOOD CTZNSHP PRGM	1,968.00	399 4820776	1,968.00
			CMMNTY SPPRT/GOOD CTZNSHP PRGM	1,000.00	399 4820776	1,000.00
				<u>3,448.00</u>		<u>3,448.00</u>
7386731	05499	PENSKE TRUCK LEASING CO LP	MOAH-VAN RENTAL-03/04-05/17	267.87	101 4644251	267.87
7386732	05602	PETROLEUM EQUIPMENT CONST SRV: 02/17-DESIGNATED OPERATOR INSP		125.00	101 4753402	125.00
7386733	03249	PRAXAIR DISTRIBUTION, INC	WELDING WIRE	123.27	101 4753405	123.27
7386734	C5395	PRO ACTIVE WORK HEALTH SERVICES	RK-FOLLOW UP/DISCHARGE	190.00	101 4320301	190.00
			OR-PHYS/ESCRN/BAT-02/22/17	154.00	101 4320301	154.00
			PF-DOT DMV PHYSICAL-02/22/17	69.00	101 4320301	69.00
			DH-ESCREEN/BAT-02/21/17	75.00	101 4320301	75.00
			VR-PHYS/ESCRN/TB TST-02/21/17	100.00	101 4320255	100.00
			SY-PHYS/ESCREEN TST-02/10/17	85.00	101 4320255	85.00
			RS-ESCREEN TEST-02/13/17	40.00	101 4320301	40.00
			CM-PHYS/ESCRN/TB TST-02/17/17	100.00	101 4320255	100.00
				<u>813.00</u>		<u>813.00</u>
7386735	07363	Q C LOCKSMITH	KEYS(25)	54.50	363 4542770	32.70
					363 4542771	21.80
				<u>54.50</u>		<u>54.50</u>
7386736	05864	QUINN COMPANY	ELEMENT PRIS(2)-EQ3394	209.98	203 4752207	209.98
7386737	08040	R HANA INC	RFND-LATE FEE-BL #10013192	17.80	101 3102300	17.80
7386738	05943	ROBERTSON'S	CONCRETE	325.21	203 4752410	325.21
			CONCRETE	650.41	203 4752410	650.41
			CONCRETE	203.25	203 4752410	203.25
				<u>1,178.87</u>		<u>1,178.87</u>
7386739	D3947	S G A CLEANING SERVICES	LMS-PAINT RESTROOM PARTITIONS	695.00	213 12BS014924	695.00
			LMS-PAINT RESTROOM PARTITIONS	665.00	213 12BS014924	665.00
				<u>1,360.00</u>		<u>1,360.00</u>
7386740	03962	SAFETY KLEEN	HAZ WASTE PARTS WASHER	140.44	101 4753657	140.44
7386741	A8260	SAGE STAFFING	PUBLIC SAFETY STFF-03/06-10/17	1,268.20	101 4820301	1,268.20

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7386742	06606	SARGENT TOWN PLANNING INC	PROFESSIONAL SVC-2/4-3/17/17	34,653.00	101 15ST058924	34,653.00
7386743	1894	SIGNS & DESIGNS	CA/SY-CHAMBER NAMEPLATES(2)	26.10	101 4780259	26.10
			CM-FACEPLATE	13.05	101 4310259	13.05
			PS-CHAMBER NAME PLATE	13.05	101 4100259	13.05
				<u>52.20</u>		<u>52.20</u>
7386744	01816	SMITH PIPE & SUPPLY INC	VALVES/POP UPS/PLIERS/GLOVES	122.59	101 4633404	122.59
			WEED KILLER	145.51	101 4633404	145.51
			PVC CONNECTRS/VALVES	42.84	101 4633404	42.84
			VALVE	14.41	101 4633403	14.41
				<u>325.35</u>		<u>325.35</u>
7386745	C0345	STATE CONTROLLER	ANNUAL STREET REPORT 15/16	2,800.00	101 4310304	2,800.00
7386746	06991	SYSCO VENTURA, INC	SNACKS/FRUIT	619.44	402 4652251	619.44
7386747	04399	THE HOME DEPOT CREDIT SERVICES	CMPCTR FLPS/BTTRS/SCTCHGRD	92.19	480 4755208	92.19
7386748	D1059	THE LEMON LEAF CAFE	CNCL MTG-COFFEE/WATER-02/28/17	256.02	101 4100205	256.02
7386749	C5522	THOMSON REUTERS-WEST PMT CENT	02/17 INFORMATION CHARGES	779.11	101 4545301	779.11
			02/17 INFORMATION CHARGES	265.34	101 4820301	265.34
				<u>1,044.45</u>		<u>1,044.45</u>
7386750	A7308	THREE ROSES CATERING	PAC-CATERING-03/05/17	395.00	402 4650257	395.00
			PAC-CATERING-03/17/17	156.00	402 4650257	156.00
				<u>551.00</u>		<u>551.00</u>
7386751	C2555	TIME WARNER CABLE	03/14-04/13/17 BROADBAND SVC	144.99	101 4820651	144.99
7386752	02977	TURBO DATA SYSTEMS INC	02/17-PARKNG CITATN PROCESSING	6,420.25	101 4810301	6,420.25
			02/17-ADMIN CITATN PROCESSING	1,462.95	101 4310301	1,462.95
				<u>7,883.20</u>		<u>7,883.20</u>
7386753	05551	UNITED SITE SRVCS OF CA,SO DIV	FENCE RENTAL-02/24-03/23/17	60.90	101 4633404	60.90
			FENCE RENTAL-03/02-29/17	19.58	101 4633404	19.58
				<u>80.48</u>		<u>80.48</u>
7386754	2104	URBAN FUTURES INC	JAN-MAR 17-PRF SVC-CFD 89-1	2,000.00	830 4300301	2,000.00
7386755	2228	VALLEY CONSTRUCTION SUPPLY INC	CONCRETE	189.93	203 4752410	189.93
7386756	07598	VANTIV INTEGRATED PAYMENTS INC	03/17-MONTHLY FEES/PASS	191.30	402 4650302	191.30
7386757	04496	VULCAN MATERIAL WESTERN DIV	COLD MIX	196.51	203 4752410	196.51
			COLD MIX	123.43	203 4752410	123.43
			COLD MIX	241.53	203 4752410	241.53
			COLD MIX	156.93	203 4752410	156.93
			COLD MIX	400.53	203 4752410	400.53

City of Lancaster Check Register



From Check No.: 7386231 - To Check No.: 7386764

From Check Date: 03/05/2017 - To Check Date: 04/01/2017

Printed: 4/4/2017 15:06

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
			COLD MIX	163.78	203 4752410	163.78
				<u>1,282.71</u>		<u>1,282.71</u>
7386758	C6406	WELLS, KATHY	KW-MILEAGE-BURBANK-03/14/17	64.41	490 4370201	64.41
7386759	D2896	WHITE NELSON DIEHL EVANS LLP	FY15/16-INTRM AUDT/APPROPRIATN FY15/16-INTERIM AUDIT-2	1,020.00 <u>1,000.00</u>	101 4310304 101 4310304	1,020.00 <u>1,000.00</u>
				<u>2,020.00</u>		<u>2,020.00</u>
7386760	C1643	METROPOLITAN TRANS AUTHORITY	RFND-CP10011 OVERPAYMENT	150,627.00	321 3401100	150,627.00
7386761	03154	SO CA EDISON	09/01/16-10/31/16 NON ENERGY	61,678.74	490 4370301	61,678.74
7386762	A2089	SO CA EDISON-ACCTS REC	ST LGHT ACQSTN-PHS 4-TD1165092	3,680,253.71	483 4755665	3,680,253.71
7386763	05834	VENCO WESTERN, INC	02/17-PERIMETER AREAS MTNC 02/17-LMD MAINTENANCE 02/17-LANC BUSINESS PARK MTNC LMD IRRIGATION REPAIRS	24,448.14 43,217.02 3,626.23 <u>1,022.21</u>	203 4636264 482 4636402 482 4636401 482 4636404	24,448.14 43,217.02 3,626.23 <u>1,022.21</u>
				<u>72,313.60</u>		<u>72,313.60</u>
7386764	02536	GRACE RESOURCES CENTER	02/17-WINTER SHELTER PROGRAM	15,006.81	261 4542770	15,006.81

Chk Count 534

Check Report Total 13,407,570.91

City of Lancaster Check Register



From Check No.: 101009788 - To Check No.: 101009802
 From Check Date: 03/05/2017 - To Check Date: 04/01/2017

Printed: 4/4/2017 14:24

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
101009788	07109	SHELL ENERGY NORTH AMERICA LP	02/17-CAPACITY PRODUCT	3,750.00	490 4370653	3,750.00
101009789	00370	CITY OF LANCASTER/PETTY CASH	PETTY CASH-TOURNAMENT PARKING	3,500.00	101 1020004	3,500.00
101009790	A8765	FIRST AMERICAN TITLE CO	3110013001 CLOSING COSTS TTM60291	1,006,352.00	224 4200912	1,006,352.00
101009791	07101	CALPINE ENERGY SERVICES L.P.	INV #CALP2017-05PREPAY	14,000.00	490 4370653	14,000.00
101009792	08026	INLAND EMPIRE ENERGY CENTER	01/17-02/17-ENERGY PROCUREMENT	80,000.00	490 4370653	80,000.00
101009793	05987	THE VISITORS BUREAU/LANCASTER	01/17 TBID FEES	33,962.75	101 2501000	33,962.75
101009794	C9589	U S BANK CORP PAYMENT SYSTEMS	03/10/17-CALCARD STATEMENT	50,031.65	101 2601000	50,031.65
101009795	00370	CITY OF LANCASTER/PETTY CASH	PETTY CASH DRAW	890.00	101 1020000	890.00
101009796	00370	CITY OF LANCASTER/PETTY CASH	PETTY CASH-TOURNAMENT PARKING	8,500.00	101 1020004	8,500.00
101009797	00370	CITY OF LANCASTER/PETTY CASH	PETTY CASH EXPENSE	321.45	101 4200201 101 4305205 101 4315651 101 4701202 101 4701251 101 4780202 101 4783202 101 4785202 101 4820251 251 4762202 251 4762202 331 4755785 480 4755202	7.00 9.82 13.34 35.00 20.00 35.00 20.00 35.00 10.85 35.00 35.00 30.44 35.00
				321.45		321.45
101009798	05945	CUTWATER INVESTORS SRVCS CORP	02/17-INVESTMENT ADVISORY SRVC	2,357.73	101 4310301	2,357.73
101009799	00370	CITY OF LANCASTER/PETTY CASH	PAC-ATM CASH REQUEST	5,000.00	101 1020006	5,000.00
101009800	07172	ENERGY AMERICA, LLC	01/17-LCE ENERGY CHARGES	2,886,709.48	490 4370301 490 4370653	27,428.88 2,859,280.60
				2,886,709.48		2,886,709.48
101009801	07936	WESTERN ANTELOPE DRY RANCH LLC	02/17-LCE ENERGY CHARGS-SPOWER	78,941.22	490 4370653	78,941.22
101009802	07936	WESTERN ANTELOPE DRY RANCH LLC	RFND-SECURITY DEPOSIT	1,800,000.00	490 1002000	1,800,000.00

City of Lancaster Check Register



Printed: 4/4/2017 14:24

From Check No.: 101009788 - To Check No.: 101009802

From Check Date: 03/05/2017 - To Check Date: 04/01/2017

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
Chk Count	<u>15</u>			Check Report Total		<u>5,974,316.28</u>

STAFF REPORT
City of Lancaster

CC 3
04/25/17
MVB

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

Recommendation:

Accept and approve the March 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>March 2017</u>	<u>February 2017</u>
Total Portfolio	0.74%	0.71%
Local Agency Investment Fund	0.78%	0.78%
Total Portfolio Balance:	\$74,580,662	\$76,456,357

The portfolio balance decreased slightly from February to March. Significant revenues include \$8,599,697 of Bond Proceeds for streetlight acquisition, \$1,643,719 of Sales and Use Tax, and \$373,140 of Highway Users Tax. Some of the larger expenditures include \$8,599,697 to (SCE) Southern California Edison for partial acquisition of streetlights, \$2,886,709 to Energy America's for the purchase of energy, and \$2,017,080 to (LACSD) Los Angeles County Sheriff for law enforcement services.

The City's temporary idle cash, those funds that are not immediately needed to pay current bills and not governed by bond indentures or bond resolutions, is invested in accordance with the City's adopted Investment Policy. This policy is reviewed 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
March 31, 2017**

	Interest Rate	Amount	Total
Wilmington Trust			\$2,249,427
Lancaster Choice Energy LockBox Account	0.00%	\$2,249,427	
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			\$18,261,146
CFD 89-1 1990 Special Bonds	0.01%	\$1	
LFA CFD 89-1 1997 Special Bonds	0.25%	\$1,687	
LFA L O BONDS 1997 SERIES A & B	0.17%	\$544,309	
AD 93-3 1994 Limited Improvement Bonds	0.25%	\$453,482	
LRA Combined Project Areas 2003 Housing Refunding Bonds	4.04%	\$5,108,542	
LRA Combined 2004 Fire Protection Facilities Project Bonds	0.25%	\$830,814	
LRA Combined 2004 Sheriff Facilities Prjct Refunding Bonds	0.25%	\$1,772,876	
LRA Combined Housing Tax Allocation Bonds 2009	0.25%	\$2,025,144	
LRA Public Capital Facilities 2010 Project Lease Revenue Bonds	0.25%	\$413,441	
LPA Solar Renewable Energy Issue of 2012A	0.25%	\$2,220,915	
SA Combined Project Areas Refunding Bonds 2015A & B	0.25%	\$12,598	
SA Combined Project Areas Refunding Bonds 2016 A-1 & A-2	0.24%	\$8,562	
SA Combined Project Areas Refunding Bonds 2016B	0.32%	\$5,428	
LFA 2016 Assessment Revenue Bonds (Streetlights Acquisition)	0.00%	\$4,863,348	
Total Restricted Cash/Investments Held in Trust		<u><u>\$18,261,146</u></u>	
Total Restricted Cash/Investments Held in Trust (note 4)			<u><u>\$21,994,394</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

**ATTACHMENT A
CITY OF LANCASTER
MONTHLY REPORT OF INVESTMENTS
March 31, 2017**

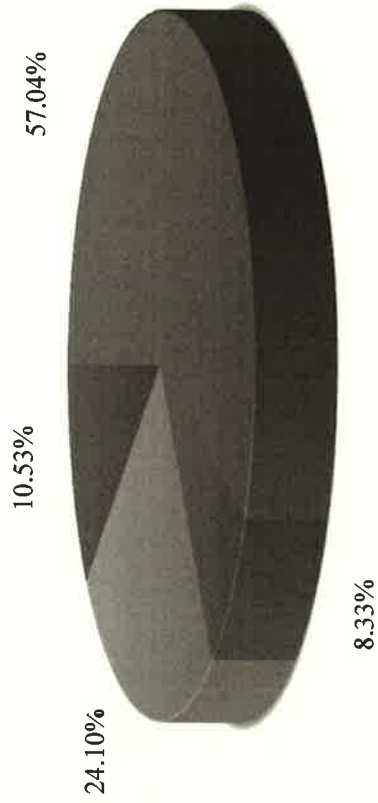
	Interest Rate	Amount	Total
<u>City of Lancaster</u>			
Wells Fargo Bank			
City of Lancaster Account (note 1)	0.00%	\$11,310,496	
Certificate of Deposit	0.10%	\$100,000	
Bank of America			\$100,000
Certificate of Deposit	0.05%	\$100,000	
U S Bank - Safekeeping (note 2)			
US Treasury Notes	1.11%	\$7,856,598	
Federal Government Agencies	0.98%	\$17,970,861	
Corporate Securities	0.76%	\$6,213,269	
Cash & Equivalents	0.00%	\$43,311	
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			<u>\$66,322,833</u>
<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			<u>\$8,257,829</u>
Total Pooled Portfolio (note 3)			<u>\$74,580,662</u>
Weighted Average	0.74%		

**City of Lancaster
Recap of Securities Held
March 31, 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	\$42,539,935	\$42,539,935	\$42,539,935	\$0	1	57.04%	0.00
Corporate Bonds	\$6,213,269	\$6,197,159	\$6,163,961	(\$33,198)	669	8.33%	1.78
Government Agencies	\$17,970,861	\$17,964,595	\$17,846,378	(\$118,217)	708	24.10%	1.77
Government Bonds	\$7,856,598	\$7,816,399	\$7,798,650	(\$17,750)	442	10.53%	1.19
TOTAL	\$74,580,662	\$74,518,088	\$74,348,924	(\$169,164)	634	100.00%	1.63

Portfolio Diversification

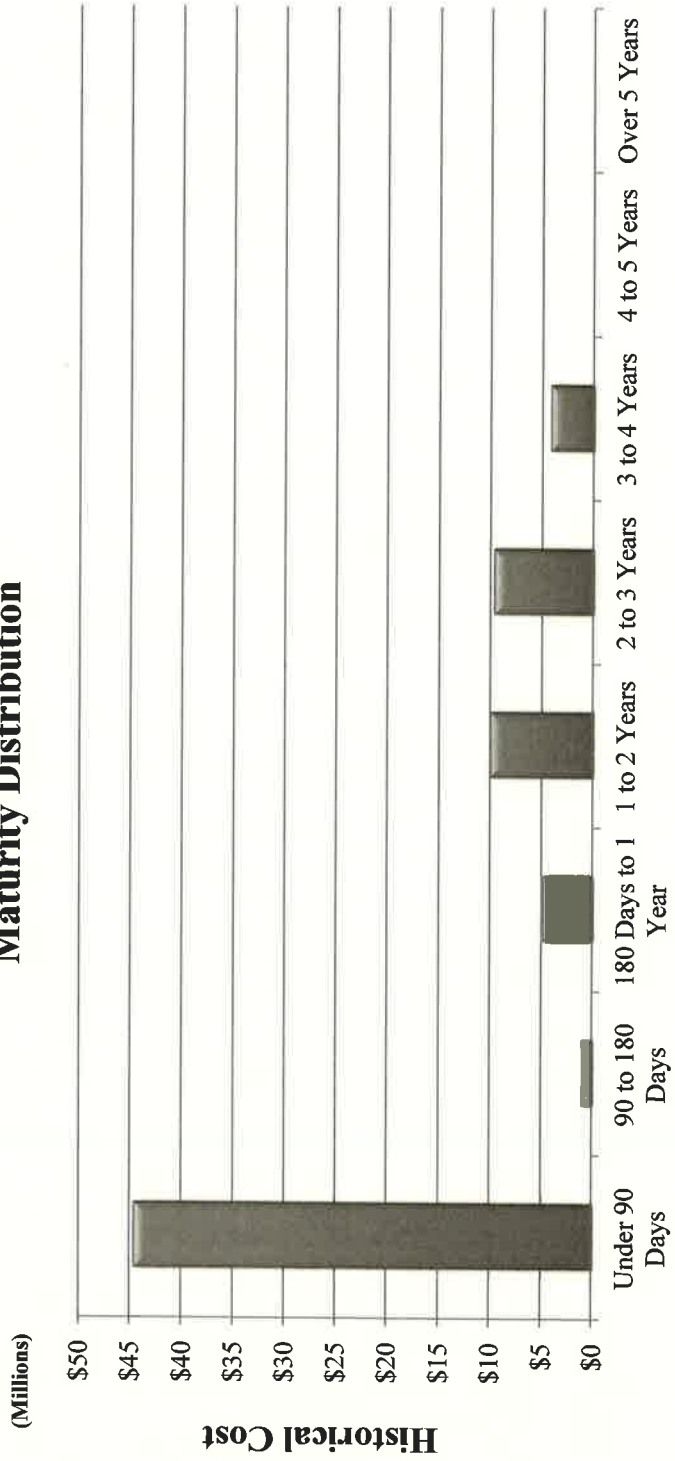
- Cash and Equivalents
- Corporate Bonds
- Government Agencies
- Government Bonds



City of Lancaster
Maturity Distribution
March 31, 2017

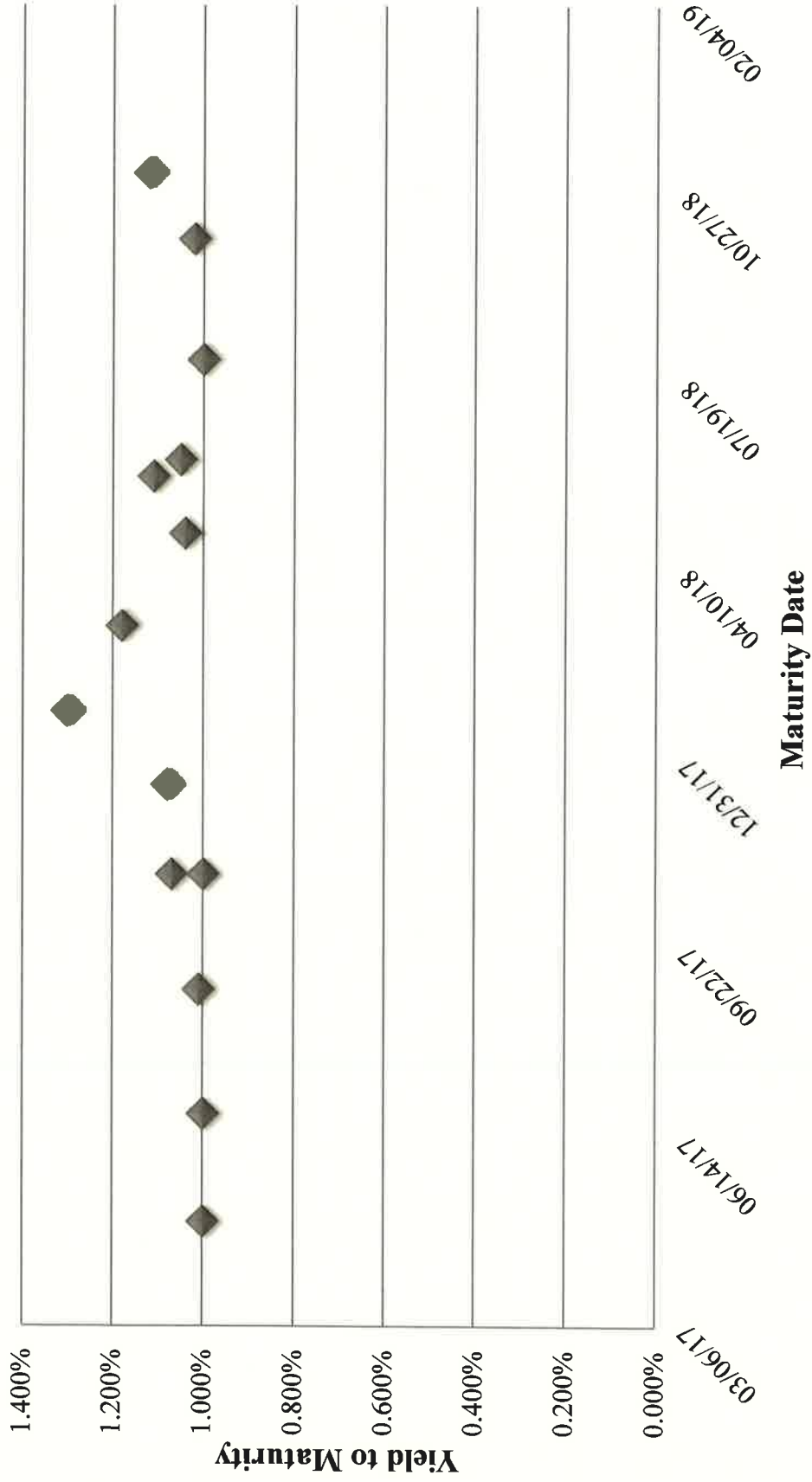
Maturity	Historical Cost	Percent
Under 90 Days	\$44,685,566	59.92%
90 to 180 Days	\$1,027,266	1.38%
180 Days to 1 Year	\$4,886,173	6.55%
1 to 2 Years	\$10,050,235	13.48%
2 to 3 Years	\$9,696,109	13.00%
3 to 4 Years	\$4,235,313	5.68%
4 to 5 Years	\$0	0.00%
Over 5 Years	\$0	0.00%
	\$74,580,662	100.00%

Maturity Distribution



City of Lancaster
Securities Held
March 31, 2017

Securities Held



City of Lancaster
Cash Balances by Fund
March 31, 2017

Fund No.	Fund Name	Ending Balance	Fund No.	Fund Name	Ending Balance
101	GENERAL FUND	\$ 14,508,829	330	STATE GRANT RECYCLING	\$ (30,804)
104	CAPITAL REPLACEMENT FUND	\$ 2,436,757	331	STATE GRANT - OIL RECYCLING	\$ 5,740
106	COMMUNITY SERVICES FOUNDATION	\$ 132,383	349	MISC STATE GRANTS	\$ (293,357)
109	CITY SPECIAL RESERVES FUND	\$ (1,717,258)	361	CDBG	\$ (248,485)
150	CAPITAL PROJECTS FUND - CITY	\$ 59,997	363	NBRHD STABILIZATION PRGM	\$ 1,572,068
203	GAS TAX	\$ 1,523,811	364	HPRP-HOMELESS PREV & RAPID REH	\$ (2,522)
204	AQMD	\$ 188,076	371	FEDERAL TEA	\$ 29,263
205	PROP 1B	\$ 255,456	381	EDA	\$ 19,494
206	TDA ARTICLE 8 FUND	\$ 146,190	382	EDI	\$ 139,653
207	PROP "A" TRANSIT FUND	\$ 3,036,676	390	OES / FEMA	\$ 276,825
208	TDA ARTICLE 3 BIKEWAY FUND	\$ (1,770)	391	LANCASTER HOME PROGRAM	\$ 685,364
209	PROPOSITION "C" FUND	\$ 7,751,657	399	FEDERAL MISCELLANEOUS GRANTS	\$ (1,219,777)
210	MEASURE R FUND	\$ 4,905,840	401	AGENCY FUND	\$ 712,970
213	PARKS DEVELOPMENT FUND	\$ 794,767	402	PERFORMING ARTS CENTER	\$ (1,148,631)
217	SIGNALS - DEVELOPER FEES FUND	\$ 3,664,860	404	GRANTS FUND	\$ (291,754)
220	DRAINAGE - DEVELOPER FEES FUND	\$ 3,841,763	408	X-AEROSPACE GRANTS FUND	\$ (86,205)
224	BIOLOGICAL IMPACT FEE FUND	\$ 252,274	409	X-REIMBURSABLE GRANTS FUND	\$ 25,506
226	USP - OPERATION	\$ 2,569	456	STILL MEADOW LN SWR ASSMNT DST	\$ 6,555
227	USP - PARKS	\$ 1,112,674	480	SEWER MAINT FUND	\$ 4,725,190
228	USP - ADMIN	\$ 62,351	481	FOX FIELD LANDSCAPE MAINT DIST	\$ 435
229	USP - CORP YARD	\$ 128,974	482	LANDSCAPE MAINTENANCE DISTRICT	\$ 2,243,045
230	MARIPOSA LILY FUND	\$ 62,733	483	LIGHTING MAINTENANCE DISTRICT	\$ (736,032)
232	TRAFFIC IMPACT FEES FUND	\$ 2,679,793	484	DRAINAGE MAINTENANCE DISTRICT	\$ 1,154,168
248	TRAFFIC SAFETY FUND	\$ 132,544	485	RECYCLED WATER FUND	\$ (293,791)
251	ENGINEERING FEES	\$ (574,185)	486	LANCASTER POWER AUTHORITY	\$ 2,297,866
252	PROP 42 CONGESTION MANAGEMENT	\$ 513,769	490	LANCASTER CHOICE ENERGY	\$ 3,216,516
261	LOS ANGELES COUNTY REIMB	\$ (1,282)	701	LANCASTER FINANCING AUTHORITY	\$ 5,103
299	PRIVATE DEVELOPER REIMBURSEMEN	\$ (35,915)	810	ASSESSMENT DISTRICT FUND	\$ 154,596
301	LANCASTER HOUSING AUTH. OPS.	\$ 4,106,792	811	AD 93-3	\$ 391,832
306	LOW & MOD INCOME HOUSING	\$ 4,774,158	812	AD 92-101	\$ 87,545
315	LOCAL PRIVATE GRANTS	\$ 6,206	820	CFD 89-1 EASTSIDE WATER FUND	\$ 667,638
320	STATE GRANTS - PARKS	\$ (6,389)	830	CFD 90-1 (BELLE TIERRA)	\$ 447,172
321	MTA GRANT - LOCAL	\$ (5,816)	831	CFD 91-1 (QUARTZ HILL)	\$ 770,534
323	STATE GRANT - STPL	\$ (569,572)	832	CFD 91-2 (LANC BUSINESS PARK)	\$ 446,182
324	STATE GRANT - OTS	\$ 1,803	833	REDEV OBLIGATION RETIREMENT FD	\$ 2,755,603
327	MTA GRANT - MEASURE R	\$ (0)	991	Report Final Totals	\$ 72,657,019

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

STAFF REPORT
City of Lancaster

CC 4
04/25/17
MVB

Date: April 25, 2017
To: Mayor Parris and City Council Members
From: Pamela Statsmann, Finance Director
Subject: **Transfer of Funds for Unclaimed Checks**

Recommendation:

Approve the transfer of funds for checks issued by the City for individual items less than fifteen dollars (\$15) which have remained unclaimed for the period of one year and the transfer of funds for checks issued by the City for individual items fifteen dollars (\$15) or greater which have remained unclaimed for the period of three years and have successfully completed the disposition procedures as outlined in the City Administrative Policy for Unclaimed and Uncashed Checks.

Fiscal Impact:

A \$496.00 increase to the City's general fund revenue account.

Background:

California Government Code sections 50050-50057 establish the rights and procedures related to unclaimed checks issued by local agencies and City Administrative policy 200-08 stipulates the proper accounting and disposition procedures for these unclaimed checks. The City is permitted to seize any individual items of less than fifteen dollars (\$15.00) which remain unclaimed in the treasury or in the official custody of the City for the period of at least 12 months by order of the Lancaster City Council without the necessity of publication of a notice in a newspaper.

With Council approval, staff will transfer to the City's General Fund revenue account eleven (11) uncashed checks dated at least one year prior to December 31, 2016, totaling \$496.00.

PS:cu

Attachment:

Listing of checks

FUND	CHECK NUMBER	DATE	AMOUNT	VENDOR #	VENDOR NAME
TO BE SENT TO COUNCIL IN APRIL 2017					
101	233596	2/17/2012	\$ 55.78	PAYROLL	ALDAVE, TRAVIS
101	234729	3/30/2012	\$ 73.91	PAYROLL	COOK, DIANA
101	7356118	11/9/2012	\$ 18.31	C9541	KENNINGTON ESTATES
101	7356856	12/21/2012	\$ 147.82	D3375	ELIHU, KAVEH
101	7357534	2/1/2013	\$ 54.00	05414	HAZELDINE, HAROLD
101	244829	2/1/2013	\$ 32.63	PAYROLL	GREEN, EMILY
101	246648	3/29/2013	\$ 37.30	PAYROLL	MUCKS, JEAN N
101	246925	4/12/2013	\$ 63.75	PAYROLL	ALDAVE, TRAVIS C
101	7375038	9/4/2015	\$ 1.00	06973	ALCOHOLISM COUNCIL OF A V
101	7375697	10/2/2015	\$ 9.00	06858	PRICE, TYLEN
101	7375848	10/9/2015	\$ 2.50	06819	STEPHENSON, ANTHONY
	TOTAL		\$ 496.00		

STAFF REPORT

City of Lancaster

CC 5
04/25/17
MVB

Date: April 25, 2017

To: Mayor Parris and City Council Members

From: Jason Caudle, Deputy City Manager

Subject: **Light Duty Vehicle Replacement**

Recommendation:

Enter into a five year lease purchase agreement with National Cooperative Leasing to replace seven (7) light duty fleet vehicles in FY 16-17.

Fiscal Impact:

\$55,000 in FY 16-17 and \$55,000 each subsequent fiscal year until the five year lease has been completed in FY 20-21 for a total cost of \$275,000. First annual payment of \$55,000 is due upon lease signing; no residual payment will be due at the end of the five year lease term. Funds have been included in the adopted FY 16-17 budget.

Background:

As a result of the economic downturn that began in 2007, the City has held back on the replacement of light duty fleet vehicles, only replacing vehicles when absolutely necessary for operations. Staff continues to maintain and track the City's fleet inventory database which provides detail on the age, mileage, and repair costs for all City vehicles.

Staff performed an analysis of the overall state of the City's light duty fleet. The analysis included an evaluation of our current fleet, the identification of the vehicles in most critical need of replacement, and a review of the fleet purchase/financing options available to the City.

Seven vehicles were identified as being in most need of replacement due to their high repair costs, mileage and poor overall functioning. These seven vehicles are all trucks which give us no option for replacement with an electric vehicle; therefore, we will continue purchasing standard trucks as replacements. Standard fleet vehicles will however be replaced with electric vehicles which supports the City's energy goals and electric vehicle infrastructure expansion efforts.

Several purchase and financing options were evaluated by staff including the costs for a local purchase or local lease purchase, a lease purchase through a private company and also a purchase and a lease purchase through a company that works exclusively with municipalities. By evaluating all of the options available, it was determined that a lease purchase through National Cooperative Leasing (NCL) would provide the City with the lowest overall cost per vehicle and best financing terms. Vehicles would be delivered to our local dealerships by NAFG and each dealership would be paid a courtesy delivery fee of \$400 by NAFG to process vehicles for delivery to the City.

The City intends to sell the vehicles which are being replaced through the lease agreement with NCL on the Public Surplus website. Public Surplus is a site commonly used by municipalities to sell their surplus equipment to the public. Selling the vehicles will generate revenue which will be allocated back to the capital replacement fund which will be used to cover lease costs.

JC:an

Attachment:
List of Vehicles

ATTACHMENT A

Listed below are the vehicles that are being replaced and what they are being replaced with:

BEING REPLACED		REPLACED WITH	
Year	Make	Year	Make
2007	J Liberty	2017	CHEVY COLORADO
2007	J Liberty	2017	CHEVY COLORADO
1999	Gr Cherokee	2017	CHEVY 1500 SILVERADO
2002	F450 Crew	2017	DODGE 4500 TRADESMAN
2001	Dodge Club	2017	CHEVY 1500 SILVERADO
2003	F450	2017	DODGE 4500 TRADESMAN
2001	Dodge Club	2017	CHEVY 1500 SILVERADO

STAFF REPORT
City of Lancaster

CC 6
04/25/17
MVB

Date: April 25, 2017

To: Mayor Parris and City Council Members

From: Mark V. Bozigian, City Manager

Subject: **Renewal of General Services Agreement with Los Angeles County**

Recommendation:

Renew the General Services Agreement between the City of Lancaster and the County of Los Angeles for a period of five years.

Fiscal Impact:

Costs for General Services are included in departmental operating budgets.

Background:

The General Services Agreement (GSA) between the City of Lancaster and the County of Los Angeles will expire on June 30, 2017. To ensure continuation of County services, which the City is currently receiving, and for the ability to add or augment services in the future, renewal of the agreement for a five-year period, commencing July 1, 2017 through June 30, 2022, is necessary.

The County GSA has been executed with most cities and a number of public entities within the County. It is general in nature and provides authority for the County to provide services requested, specifies the method by which Lancaster requests and pays for service, and provides for the annual adjustment of rates.

Services provided under the GSA primarily consist of miscellaneous services which cities and other public entities request from the County on an "as needed" basis. They include such functions as predatory animal control, prosecution of city ordinances, direct assessment collection, and a variety of public works activities. Ongoing and specific services, such as law enforcement, public health code enforcement, and animal care and control, are provided by the responsible County departments through Specific Service Agreements. Specific Service Agreements between the City of Lancaster and the County of Los Angeles are not affected by renewal of this GSA.

MVB

Attachment:

General Services Agreement

GENERAL SERVICES AGREEMENT

THIS GENERAL SERVICES AGREEMENT ("Agreement"), dated for purposes of reference only, June 1, 2017, is made by and between the County of Los Angeles, hereinafter referred to as the "County", and the City of Lancaster, hereinafter referred to as the "City."

RECITALS:

(a) The City is desirous of contracting with the County for the performance by its appropriate officers and employees of City functions.

(b) The County is agreeable to performing such services on the terms and conditions hereinafter set forth.

(c) Such contracts are authorized and provided for by the provisions of Section 56½ of the Charter of the County of Los Angeles and Section 51300, *et seq.*, of the Government Code.

THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. The County agrees, through its officers, agents and employees, to perform those City functions, which are hereinafter provided for.

2. The City shall pay for such services as are provided under this Agreement at rates to be determined by the County Auditor-Controller in accordance with the policies and procedures established by the Board of Supervisors.

These rates shall be readjusted by the County Auditor-Controller annually effective the first day of July of each year to reflect the cost of such service in accordance with the policies and procedures for the determination of such rates as adopted by the Board of Supervisors of County.

3. No County agent, officer or department shall perform for said City any function not coming within the scope of the duties of such officer or department in performing services for the County.

4. No service shall be performed hereunder unless the City shall have available funds previously appropriated to cover the cost thereof.

5. No function or service shall be performed hereunder by any County agent, officer or department unless such function or service shall have been requested in writing by the City on order of the City Council thereof or such officer as it may designate and approved by the Board of Supervisors of the County, or such officer as it may designate, and each such service or function shall be performed at the times and under circumstances which do not interfere with the performance of regular County operations.

6. Whenever the County and City mutually agree as to the necessity for any such County officer or department to maintain administrative headquarters in the City, the City shall furnish at its own cost and expense all necessary office space, furniture, and furnishings, office supplies, janitorial service, telephone, light, water, and other utilities. In all instances where special supplies, stationery, notices, forms and the like must be issued in the name of the City, the same shall be supplied by the City at its expense.

It is expressly understood that in the event a local administrative office is maintained in the City for any such County officer or department, such quarters may be used by the County officer or department in connection with the performance of its duties in territory outside the City and adjacent thereto provided, however, that the performance of such outside duties shall not be at any additional cost to the City.

7. All persons employed in the performance of such services and functions for the City shall be County agent, officer or employee, and no City employee as such shall be taken over by the County, and no person employed hereunder shall have any City pension, civil service, or other status or right.

For the purpose of performing such services and functions, and for the purpose of giving official status to the performance hereof, every County agent, officer and employee engaged in performing any such service or function shall be deemed to be an agent, officer or employee of said City while performing service for the City within the scope of this agreement.

8. The City shall not be called upon to assume any liability for the direct payment of any salary, wages or other compensation to any County personnel performing services hereunder for the City, or any liability other than that provided for in this agreement.

Except as herein otherwise specified, the City shall not be liable for compensation or indemnity to any County employee for injury or sickness arising out of his or her employment.

9. The parties hereto have executed an Assumption of Liability Agreement approved by the Board of Supervisors on December 27, 1977 and/or a Joint Indemnity Agreement approved by the Board of Supervisors on October 8, 1991. Whichever of these documents the City has signed later in time is currently in effect and hereby made a part of and incorporated into this agreement as set out in full herein. In the event that the Board of Supervisors later approves a revised Joint Indemnity Agreement and the City executes the revised agreement, the subsequent agreement as of its effective date shall supersede the agreement previously in effect between the parties hereto.

10. Each County agent, officer or department performing any service for the City provided for herein shall keep reasonably itemized and in detail work or job records covering the cost of all services performed, including salary, wages and other compensation for labor; supervision and planning, plus overhead, the reasonable rental value of all County-owned machinery and equipment, rental paid for all rented machinery or equipment, together with the cost of an operator thereof when furnished with said machinery or equipment, the cost of all machinery and supplies furnished by the County, reasonable handling charges, and all additional items of expense incidental to the performance of such function or service.

11. All work done hereunder is subject to the limitations of the provisions of Section 23008 of the Government Code, and in accordance therewith, before any work is done or services rendered pursuant hereto, an amount equal to the cost or an amount 10% in excess of the estimated cost must be reserved by the City from its funds to insure payment for work, services or materials provided hereunder.

12. The County shall render to the City at the close of each calendar month an itemized invoice which covers all services performed during said month, and the City shall pay County therefore within thirty (30) days after date of said invoice.

If such payment is not delivered to the County office which is described on said invoice within thirty (30) days after the date of the invoice, the County is entitled to recover interest thereon. Said interest shall be at the rate of seven (7) percent per annum or any portion thereof calculated from the last day of the month in which the services were performed.

13. Notwithstanding the provisions of Government Code Section 907, if such payment is not delivered to the County office which is described on said invoice within

thirty (30) days after the date of the invoice, the County may satisfy such indebtedness, including interest thereon, from any funds of any such City on deposit with the County without giving further notice to said City of County's intention to do so.

14. This Agreement shall become effective on the date herein-above first mentioned and shall run for a period ending June 30, 2022, and at the option of the City Council of the City, with the consent of the Board of Supervisors of County, shall be renewable thereafter for an additional period of not to exceed five (5) years.

15. In the event the City desires to renew this Agreement for said five-year period, the City Council shall not later than the last day of May 2022, notify the Board of Supervisors of County that it wishes to renew the same, whereupon the Board of Supervisors, not later than the last day of June 2022, shall notify the City Council in writing of its willingness to accept such renewal. Otherwise such Agreement shall finally terminate at the end of the aforescribed period.

Notwithstanding the provisions of this paragraph herein-above set forth, the County may terminate this Agreement at any time by giving thirty (30) days' prior written notice to the City. The City may terminate this Agreement as of the first day of July of any year upon thirty (30) days' prior written notice to the County.

16. This Agreement is designed to cover miscellaneous and sundry services which may be supplied by the County of Los Angeles and the various departments thereof. In the event there now exists or there is hereafter adopted a specific contract between the City and the County with respect to specific services, such contract with respect to specific services shall be controlling as to the duties and obligations of the parties anything herein to the contrary notwithstanding, unless such special contract adopts the provisions hereof by reference.

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

Executed this _____ day of _____ 2017.

The City of Lancaster,

By _____
Mayor

ATTEST:

City Clerk

THE COUNTY OF LOS ANGELES

By _____
Deputy

By _____
Chair, Board of Supervisors

ATTEST:

LORI GLASGOW
Executive Officer/Clerk
of the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By _____
Senior Deputy

STAFF REPORT
City of Lancaster

CC 7
04/25/17
MVB

Date: April 25, 2017

To: Mayor Parris and City Council Members

From: Jeff Hogan, Development Services Department

Subject: **Joint Use Agreement with Southern California Edison Company for Division Street at Avenue H for Pacific Auto Retailer (Site Plan Review (SPR) 15-03)**

Recommendation:

Approve the Joint Use Agreement with the Southern California Edison Company (SCE) to provide for the relocation of existing SCE facilities necessitated by the widening of Division Street with Site Plan Review (SPR) 15-03, Pacific Auto Retailer project and authorize the City Manager, or his designee, to sign all documents.

Fiscal Impact:

None.

Background:

SPR 15-03, Division Street at Avenue H, will widen the roadway and the intersections of Division Street and Avenue H.

On the west side of Division Street, north of Avenue H, the proposed roadway widening conflicts with existing SCE facilities. These SCE facilities will need to be relocated out of the travel way as shown in the attached Exhibits. In order to preserve SCE's prior easement rights and to accommodate the street improvements, SCE has requested that the City enter into a Joint Use Agreement as attached. The project cannot be completed as designed, and construction may not commence without entering into the subject agreement.

AT/jr

Attachments:

Agreement
Exhibits "A" and "B"

RECORDING REQUESTED BY
SOUTHERN CALIFORNIA EDISON COMPANY

WHEN RECORDED MAIL TO
SOUTHERN CALIFORNIA EDISON COMPANY
2 INNOVATION WAY, 2ND FLOOR
POMONA, CA 91768
ATTN: TITLE & VALUATION

SPACE ABOVE THIS LINE FOR RECORDER'S USE

RP File No. JUA203389026
Serial No. 71342A
Affects SCE DOC. 9309
Service Order: 801551464

JOINT USE AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 20__, by and between SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, hereinafter called "Company", and the CITY OF LANCASTER, a municipal corporation of the State of California, hereinafter called "City",

W I T N E S S E T H:

THAT WHEREAS Company is the owner in possession of certain rights of way and easement(s) for electrical facilities by virtue of the following easement rights:

That certain Grant of Easement recorded November 2, 1917 in Book 6496, Page 346 of Deeds in the office of the Los Angeles County Recorder, hereinafter referred to as "Company's Easement"; and

WHEREAS City has acquired easement rights for street and highway purposes for the construction and/or improvement of Division Street in said City, County of Los Angeles, State of California, hereinafter referred to as "highway right of way", as shown on the print attached hereto, marked "Exhibit B" and hereby made a part hereof which said highway right of way is subject to Company's easement; and

WHEREAS Company's facilities as now installed and located on said highway right of way will interfere with or obstruct the construction, reconstruction, maintenance or use of said street or highway, and City desires to eliminate such interference or obstruction;

NOW THEREFORE, in consideration of the premises and the mutual covenants herein contained, Company and City do hereby agree as follows:

The location of Company's easement insofar as it now lies within the said highway right of way, be, and it hereby is, changed to the strip of land within said highway right of way, hereinafter referred to as "new location", described on the "Exhibit A" and shown and designated as "area of Joint Use Agreement" on said print marked "Exhibit B", both attached hereto and by this reference made a part hereof.

JOINT USE AGREEMENT
S.C.E. Co., a corp., to
The City of Lancaster
Serial 71342A
RP FILE: JUA203389026

Company agrees to rearrange, relocate and reconstruct within said new location, any of its facilities heretofore or now installed pursuant to Company's easement within said highway right of way. Company hereby consents to the construction, reconstruction, maintenance or use by City of a street or highway over, along and upon Company's easement, both in the old location and in the new location within said highway right of way, upon and subject to the terms and conditions herein contained.

City acknowledges Company's title to Company's easement in said new location and the priority of Company's title over the title of City in said new location. Company has and reserves the right and easement to use, in common with the public's use of said street or highway, said new location for all of the purposes for which Company's easement was acquired, without need for any further permit or permission from City. Except in emergencies, Company shall give reasonable notice to City before performing any work on Company's facilities in said new location where such work will obstruct traffic. In all cases, Company shall exercise due care for the protection of the traveling public.

In the event that the future use of said highway right of way shall at any time or times necessitate a rearrangement, relocation, reconstruction or removal of any of Company's facilities then existing in said new location, and City shall notify Company in writing of such necessity and agree to reimburse Company on demand for its costs incurred in complying with such notice, Company will provide City with plans of its proposed rearrangement and an estimate of the cost thereof, and upon approval of such plans by City, Company will promptly proceed to effect such rearrangement, relocation, reconstruction or removal. Company shall exercise due care for the protection of the traveling public. No further permit or permission from City for such rearrangement, relocation or reconstruction shall be required and City will (1) enter into a Joint Use Agreement on the same terms and conditions as are herein set forth covering any such subsequent relocation of Company's facilities within said highway rights of way, (2) provide executed document(s) granting to Company a good and sufficient easement or easements over private property if necessary to replace Company's easement or any part thereof, and (3) reimburse Company for any costs which it may be required to expend to acquire such easement or easements, provided it is mutually agreed in writing that Company shall acquire such easement or easements.

City agrees to indemnify, defend and reimburse Company for any loss or claim Company may suffer because of any lack of or defect in City's title to said new location or any subsequent location within said highway right of way, or in the title to any easement provided by City over private property, to which Company relocates its facilities pursuant to the provisions hereof, and City agrees that if Company is ever required to relocate its facilities because of any such lack of or defect in title, City shall reimburse Company for the cost of relocating its facilities and any other reasonable costs arising therefrom, such as, but not limited to, costs to acquire any right of way required for such relocation. City shall not reimburse Company for any loss caused by Company's own fault or negligence.

Except as expressly set forth herein, this agreement shall not in any way alter, modify or terminate any provision of Company's easement. Both City and Company shall use said new location in such a manner as not to interfere unduly with the rights of the other. Nothing herein contained shall be construed as a release or waiver of any claim for compensation or damages which Company or City may now have or may hereafter acquire resulting from the construction of additional facilities or the alteration of existing facilities by either City or Company in such a manner as to cause an unreasonable interference with the use of said new location by the other party. City agrees that

JOINT USE AGREEMENT
S.C.E. Co., a corp., to
The City of Lancaster
Serial 71342A
RP FILE: JUA203389026

Company's facilities shall not be damaged by reason of the construction, reconstruction or maintenance of said street or highway, by the City or its contractors, and that, if necessary, City will protect Company's facilities against any such damage, at City's expense.

Company shall have the right to remove, trim or top any vegetation, brush, tree or trees which may grow in said new location in said highway right of way, and which in the opinion of Company may endanger or interfere with the proper operation or maintenance of Company's facilities, to the extent necessary to prevent any such interference or danger.

This agreement shall inure to the benefit of and be binding upon the Company and the City and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their respective officers thereunto duly authorized, as of the day and year herein first above written.

SOUTHERN CALIFORNIA EDISON COMPANY,
a corporation

By _____
Bryan Edmunds
Land Services Agent
Land Management Division
Real Properties Department

CITY OF LANCASTER, a municipal
corporation

By: _____
Name: _____
Title: _____

Attest: _____
Name: _____
Title: _____

JOINT USE AGREEMENT
S.C.E. Co., a corp., to
The City of Lancaster
Serial 71342A
RP FILE: JUA203389026

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of _____)

On _____ before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of _____)

On _____ before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

JOINT USE AGREEMENT
S.C.E. Co., a corp., to
The City of Lancaster
Serial 71342A
RP FILE: JUA203389026

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of _____)

On _____ before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

EXHIBIT "A"
SERIAL 71342A

That portion of the east half of the south half of the south half of the southeast quarter of Section 3, Township 7 North, Range 12 West, San Bernardino Meridian, in the County of Los Angeles, State of California, according to the official plat of said land. Described as follows:

The Westerly 8.00 feet of the Easterly 48.00 feet of said land excepting therefrom the Southerly 71.98 feet as dedicated per Instrument No. 94-1948191 of Official Records.

Containing 0.108 acres

SEE EXHIBIT "B" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.



CITY OF LANCASTER

Kimley»»Horn

21820 BURBANK BOULEVARD, SUITE 230
WOODLAND HILLS, CA 91367
PHONE: 747-900-8400 WWW.KIMLEY-HORN.COM

TITLE:
JOINT USE AGREEMENT

EXHIBIT "A"

SHEET 1 OF 2 SHEETS

EXHIBIT "B"
SERIAL 71342A

THE EAST HALF OF THE SOUTH HALF OF THE SOUTH
HALF OF THE SOUTHEAST QUARTER OF SECTION 3,
T7N, R12W SBB&M.

APN: 3137-008-133

 **AREA OF
JOINT USE
AGREEMENT
4716 SQ. FT
0.108 ACRES**



AVENUE H

€ DIVISION STREET



CITY OF LANCASTER

Kimley >> Horn

21820 BURBANK BOULEVARD, SUITE 230
WOODLAND HILLS, CA 91367
PHONE: 747-900-8400 WWW.KIMLEY-HORN.COM

TITLE:
JOINT USE AGREEMENT

EXHIBIT "B"

SHEET 2 OF 2 SHEETS

STAFF REPORT
City of Lancaster

CC 8
04/25/17
MVB

Date: April 25, 2017

To: Mayor Parris and City Council Members

From: Jeff Hogan, Development Services Director

Subject: **Final Map Approval – Tract Map No. 60430-01 (Located on the Northeast Corner of 37th Street West and Avenue J-15)**

Recommendation:

Approve the map and accept the dedications as offered on the map for Tract Map No. 60430-01; approve and accept the Subdivision Improvement and Lien Agreement as improvement securities required as a condition of recordation of the map; make findings that this project will not violate any of the provisions of Sections 66473.5, 66474.1, and 66474.6 of the Subdivision Map Act; and instruct the City Clerk to endorse on the face of the map the certificate which embodies the approval of said map and the dedications shown thereon.

Fiscal Impact:

None.

Background:

On March 21, 2005, the Planning Commission approved Tentative Tract Map No. 60430 (revised on March 21, 2016). The Final Map is in substantial conformance with the approved tentative map. Tract Map No. 60430-01 has been examined by the City Engineer, and is ready for Council approval. The securities for this map will be in the form of a Subdivision Improvement and Lien Agreement (Agreement), which will guarantee and secure the performance of all the grading, public improvements, impact fees, and public agency fees. The lien will be in first position, and the developer agrees to present substitute bond and deposit securities with the City prior to the commencement of the work of any improvements. The Agreement satisfies the security requirements of the Undertaking Agreement as an authorized form of security in accordance with the Subdivision Map Act and the City's Municipal Code.

AT:pjp

Attachments:

Subdivision Improvement and Lien Agreement
Map

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City of Lancaster
Attn: City Engineering Division
44933 Fern Avenue
Lancaster, California 93534

This document is exempt from the payment of a recording
fee pursuant to Government Code Section 6103.

SUBDIVISION IMPROVEMENT AND LIEN AGREEMENT
(Cal. Gov't Code § 66499(a)(4))

THIS SUBDIVISION IMPROVEMENT AND LIEN AGREEMENT (this "Agreement") is made this ____ day of _____, 20__ (the "Date of Agreement"), by and between the **CITY OF LANCASTER**, a California municipal corporation and charter city (the "City"), and Shayan Capital, LLC, a California limited liability company; Tycoon Traders, LLC, a California limited liability company; MBZ Investors, LLC, a California limited liability company and Oakmont Properties, LLC, an Illinois limited liability company; (the "Developers").

RECITALS

A. Developers are the owners of Tentative Tract Map 60430, including all real property associated therewith, in the City of Lancaster, California. Said map was administratively approved for phasing on November 14, 2016, which is shown in Exhibit "A" attached hereto and incorporated herein. The Developers now wish to develop Phase 1, consisting of 16 lots as Tract 60430-01 (the "Property").

B. The City approved Tentative Tract Map No. 60430 on March 21, 2005 (the "Tentative Map"), subject to certain conditions of approval as set forth in Resolution No. 05-11 and revised on March 21, 2016 (the "Conditions of Approval").

C. Developers now wish to develop the Property and certain related public improvements (the "Improvements"), in accordance with, and as required by, the plans and specifications for said Improvements, which plans and specifications are now in the office of the City Engineer, and which are hereby referred to and incorporated herein as though set forth in full.

D. Developers have requested to enter into a new agreement with City regarding construction and completion of the Improvements. Developers have also requested that City accept a lien on the Property to secure completion of the Improvements, grading, payment of impact fees, and setting of survey monuments.

E. City has agreed to accept a lien on the Property to secure performance of the Developers' obligation under this Agreement provided such lien is in first position. Developers agree to present substitute security to the City prior to the commencement of the work of Improvements, and Developers agree that the City may revert the property to acreage if the work of Improvements has not commenced within three years of the Date of Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and of the approval of the Map and of the acceptance of the dedications therein offered, the parties agree as follows:

1. Subdivision Development Lien. This Agreement shall constitute a lien (the "Subdivision Development Lien") on the Property in the amount of Four Million Seventy-Four Thousand Nine Hundred Fifty-Six Dollars (\$4,074,956.00). This Subdivision Development Lien is established pursuant to Government Code Section 66499(a)(4), to secure the performance of the Developers' obligations contained in this Agreement. The Subdivision Development Lien shall be in first position, and shall not be subordinate to any other lien or deed of trust on the Property.

To the extent that it is necessary for some other lienholder(s) to subordinate its/their lien(s) on the Property in order to ensure that the Subdivision Development Lien is in first position, Developers shall obtain from said lienholder(s) a subordination of lien agreement in a form approved by the City in its sole discretion.

2. Construction and Installation of Improvements. Developers shall construct and install all improvements as hereinafter provided:

2.1. Performance of Work. Developers, at their sole cost and expense, will improve the Property, or cause the Property to be improved, by the grading of the lots, grading and paving of streets, construction of curbs and gutters, cross gutters and sidewalks, installation of drainage and sanitary sewerage facilities, provision of an underground utility and street lighting system, installation of street signs, parkway trees, a water system and all related facilities, and such other improvements required by the ordinances of the City and/or the City Council in the approval of the Map, together with appurtenances, contingencies and engineering costs and as more particularly shown in the improvement plans for said Map. Developers will do all work and furnish all materials necessary, in the opinion of the City Engineer, to complete said work in accordance with the plans and specifications on file in the office of the City Engineer or with any changes or modifications required or ordered by the City Engineer which, in his opinion, are necessary or required to complete the subdivision work. Developers shall maintain the subdivision Improvements and adjacent public facilities clear of all debris, weeds, and other materials which inhibit the performance of the Improvements or become a public nuisance. Should the Developers fail to act promptly in accordance with this requirement the City may, at its option, perform the necessary work and the Developers shall pay to the City the actual cost of such maintenance plus fifteen percent (15%).

2.2. Work, Places and Grades to be Fixed by Engineer. All of the work of Improvements is to be done at the places, of the materials, in the manner and at the grades, all as

shown upon the plans and specifications therefor, heretofore approved by City Engineer and which are now on file in his office, and to the satisfaction of said City Engineer.

2.3. Repairs and Replacements. Developers shall replace, or have replaced, or repair, or have repaired, as the case may be, all survey monuments, shown on the Map which have been damaged, disturbed, or obliterated by reason of any work done hereunder. In addition, Developers shall replace or have replaced, repair, or have repaired, as the case may be; or pay to the owner, the entire cost of replacement or repairs, or any and all property damaged or destroyed by reason of any work done hereunder. Any such repair or replacement pursuant to this Section 2.3 shall be to the satisfaction and subject to the approval of the Development Services Director.

2.4. Supervision by Developers. Developers shall personally supervise the work of Improvements, or have a competent foreman or superintendent on the work at all times during progress, with authority to act for Developers.

2.5. Inspection by City. Developers shall at all times maintain proper facilities and provide safe access for inspection by City, to all parts of the work, and to the shops wherein the work is in preparation.

2.6. Commencement of Work of Improvements. Developers shall commence the work of improvements on or before the second anniversary of the Date of Agreement, as hereinafter defined, (the "Commencement Date"), or within such further time as may be granted by the City Council in its sole discretion.

2.7. Completion of Work of Improvements. Developers shall complete all work of Improvements within three (3) years from the Commencement Date, or within such further time as may be granted by the City Council in its sole discretion. Work of Improvements will be deemed complete on the date that the City Council authorizes final acceptance of the Improvements.

3. Permits and Fees.

3.1. Permits: Compliance with Law. Developers shall, at Developers' expense, obtain all necessary permits and licenses for the construction of such improvements, give all necessary notices and pay all fees and taxes required by law.

3.2. Cash Charges. Developers shall pay to the City in cash such subdivision fees ("Cash Charges") that have been established by ordinance or by the City Council in conferring approval or extension of time to said Subdivision.

4. Substitution of Security and Termination of the Subdivision Development Lien. Prior and as a condition precedent to the City issuing any permit relative to the Property and after the Date of Agreement, the Developers shall provide the City with substitute improvement security ("Substitute Security") consisting of security for the faithful performance of this Agreement, security for the payment of all persons performing labor and materials, security for grading, security for off-site impact fees, and security for the setting of monuments. The City agrees to terminate the Subdivision Development Lien following receipt of acceptable

Substitute Security. Substitute Security and termination of the Subdivision Development Lien shall be subject to the requirements set forth in this Section 4.

4.1. Security for Faithful Performance and for Payment of Labor and Materials. This portion of the Substitute Security shall be executed by a surety acceptable to the City in its sole and absolute discretion and shall include the following: (1) security in an amount equal to at least one hundred percent (100%) of the estimated cost of improvements as security for the faithful performance of this Agreement and; (2) separate security in an amount equal to at least fifty percent (50%) of the estimated cost of improvements as security for the payment of all persons performing labor and furnishing materials in connection with this Agreement. If at any time after deposit of this portion of the Substitute Security, the surety on said securities is no longer acceptable to the City, Developers agree to renew said securities with an acceptable surety within ten (10) days after receiving notice that said surety is unacceptable.

4.2. Security for Grading. This portion of the Substitute Security shall be executed by a surety acceptable to the City in its sole and absolute discretion for the security in an amount equal to at least one hundred percent (100%) of the estimated cost of all grading on the site.

4.3. Off-Site Impact Fees Security. Prior to the issuance of a building permit, Developers shall submit cash deposit or cashier's check to satisfy payment of all City and other agency impact fees.

4.4. Monument Security. Prior to commencement of any work on Property the Developers shall submit a new Monument Security which shall consist of a cash deposit or cashier's check in an amount determined by the City, as security for the faithful performance of all work of setting monuments for the entire Map and as security for the payment of the engineer(s) or surveyor(s) who set said monuments. If after depositing the Monument Security, Developers refuse or fail to complete the work of setting monuments, or if Developers refuse or fail to pay the engineer(s) or surveyor(s) for setting the monuments, the City shall have the right to expend all, or any portion of the Monument Security without notice to Developers, for purposes of completing the setting of monuments and/or paying said engineer(s) or surveyor(s).

4.5. Termination of Subdivision Development Lien. No later than thirty (30) days following City's acceptance of the Substitute Security, the City shall cause to be duly executed and acknowledged by City and recorded with the office of the County Recorder of Los Angeles County, an instrument which shall terminate the Subdivision Development Lien created by this Agreement. Upon recording of said instrument, the Subdivision Development Lien shall be of no further force and effect. Notwithstanding the foregoing, the rest of this Agreement shall remain in full force and effect.

5. Warranty Period and Retention of Substitute Security.

5.1. Repair or Reconstruction of Defective Work. If within a period of one (1) year after final acceptance of the work performed under this Agreement, any structure or part of any structure furnished and/or installed or constructed, or caused to be installed or constructed by Developers, or any of the work done under this Agreement, fails to fulfill any of the requirements of this Agreement or the specifications referred to herein, Developers shall,

without delay and without cost to City, repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or structure. Should Developers fail to act promptly or in accordance with this requirement, or should the exigencies of the case require repairs or replacements to be made before Developers can be notified, City may, at its option, make the necessary repairs or replacements or perform the necessary work and Developers shall pay to the City the actual cost of such repairs plus fifteen percent (15%).

5.2. Retention of Security for Faithful Performance and Payment of Labor and Materials. The City shall retain at least ten percent (10%) of the security for faithful performance for a period of one (1) year after final acceptance of the work performed under this Agreement, to guarantee corrective work throughout the warranty period described in Section 5.1 herein. The security for payment of labor and materials shall be retained by City for a period of ninety (90) days after final acceptance of the work performed under this Agreement. Ninety (90) days after said final acceptance, the security for payment of labor and materials may be reduced to an amount equal to the amount of all claims, for which claims of lien have been recorded and notice given in writing to the City Council. The balance of the security for payment of labor and materials shall be retained until the settlement of all such claims and obligations for which security was given.

5.3. Retention of Monument Security. The Monument Security shall be retained by City until all of the following conditions have been met: (1) all work of setting monuments has been completed; (2) all work of setting monuments has been approved and accepted by City Council; and (3) City has received written verification from surveyor(s) or engineer(s) that he/she/they have been paid in full for such work.

6. Default by Developers. The following events shall constitute an “Event of Default”:

- a. Failure or delay by the Developers or any of Developers’ contractors, subcontractors, agents or employees to perform any term or provision of this Agreement; or
- b. The Developers’ refusal or failure to commence construction of the required grading and Improvements within the time specified herein, or any extensions thereof; or
- c. The Developers’ refusal or failure to obtain prosecution of the work, or any severable part thereof, with such diligence as will insure completion of the required Improvements within the time specified herein, or any extensions thereof; or
- d. The Developers’ refusal or failure to complete the required Improvements within the time specified herein, or any extensions thereof; or
- e. The Developers’ refusal or failure to provide the City with acceptable Substitute Security in accordance with the provisions of this Agreement; or
- f. The Developers are adjudged a bankrupt, the Developers make a general assignment for the benefit of Developers’ creditors, or a

receiver is appointed in the event of Developers' insolvency.

7. Remedies.

7.1. Remedies Prior to Substitution of Security. Prior to the substitution of security and upon the occurrence of any Event of Default, the City may pursue any and all rights and remedies available at law or in equity, including without limitation:

- a. Any action at law or in equity as may be permitted by this Agreement in order to recover all damages necessary to compensate the City for the Developers' failure to perform its agreements, obligations or undertakings hereunder; or otherwise arising out of the events of default; or
- b. Reversion of the Property to acreage pursuant to Government Code Section 66499.11 *et seq.* and all other applicable law.

7.2. Remedies Following Substitution of Security. Following substitution of the security and upon the occurrence of any Event of Default, the City may pursue, in addition to those remedies set forth in Section 7.1 above, any and all rights and remedies available at law, in equity, or under the terms of this Agreement that the City has against the Developers and/or surety(ies) which issued the security for faithful performance and security for payment of labor and materials.

8. Performance by Surety.

8.1. Notice of Breach and Default. If any Event of Default occurs after substitution of security, the City may serve written notice upon Developers and Developers' surety of the occurrence of an Event of Default, and Developers' breach of this Agreement.

8.2. Occurrence of Event of Default; Performance by Surety or City. In the event of any such notice of breach, Developers' surety shall have the duty to take over and complete the work and the Improvements herein specified, provided however, that if the surety, within five (5) days after the serving upon it of such notice of breach, does not give City written notice of its intention to take over the performance of said work and Improvements, or if surety does not commence performance thereof within five (5) days after notice to City of such election, City may take over the work and prosecute the same to completion, by contract or by any other method City may deem advisable, for the account and at the expense of Developers, and Developers' surety shall be liable to City for any excess cost or damages occasioned City thereby; and, in such event, City, without liability for so doing, may take possession of, and utilize in completing the work, such materials, appliances, plant and other property belonging to Developers as may be on the site of the work and necessary therefor.

9. General Provisions

9.1. Hold-Harmless Agreement. Developers hereby bind themselves, their executors, administrators and assigns and agrees to indemnify, defend and hold City, its elective and appointive boards, commissions, officers, agents and employees, harmless from any liability for or claims for damage for personal injury, including death, as well as from claims for damage to property, both real and personal, which may arise from or be caused by Developers' or Developers' contractor's, subcontractor's, agent's or employee's operations under this Agreement.

Developers agree to, and shall, defend City and its elective and appointive boards, commissions, officers, agents and employees from any suits or actions at law or in equity for damage caused, or alleged to have been caused, by reason for any of the aforesaid operations. It is understood that City does not, and shall not waive any right against Developers which it may have by reason of the aforesaid hold-harmless agreement, because of the acceptance by City, or the deposit with City by Developers, of the Substitute Security or Cash Charges. It is further understood that this Section shall apply to all damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations referred to in this Section, regardless of whether the City has prepared, supplied or approved of, plans and/or specifications for the Subdivision.

9.2. Relationship between City and Developers. It is hereby acknowledged that the relationship between City and Developers is not that of a partnership or joint venture. Neither Developers nor any of the Developers' agents or contractors are or shall be considered to be agents of City in connection with the performance of Developers' obligations under this Agreement. Developers agree to indemnify, hold harmless and defend City from any claim made against City arising from a claimed relationship of partnership or joint venture between City and Developers with respect to the performance of Developers' obligations under this Agreement.

9.3. Time of Essence - Extension. Time is of the essence with respect to the performance by Developers of each and every obligation and condition of this Agreement; provided, that in the event good cause is shown therefor, the City Council may extend the time for commencement of work of improvements, and/or the time for completion of the improvements hereunder. Any such extension may be granted without notice to any surety who issues security for faithful performance and/or security for payment of labor and materials pursuant to this Agreement, and extensions so granted shall not relieve the surety of its liability under the security to secure the faithful performance of this Agreement. The City Council shall be the sole and final judge as to whether or not good cause has been shown to entitle Developers to an extension.

9.4. Emergencies. If, in the judgment of the City Engineer, conditions exist that cause, or may cause, a hazard to life or property, the City Engineer may cause such conditions to be modified on an emergency basis without notice to the Developers. Neither the City Engineer, the City or its agents shall be held liable to the Developers for damages arising out of such emergency actions and to the extent that the actions taken are for the maintenance of safety to life and property that would not have existed had the Developers' operations not been in progress, the cost of such emergency measures so taken by the City shall be reimbursed to the City by the Developers.

9.5. Attorneys' Fees. In addition to any other amounts to be paid by Developers hereunder, Developers shall pay all costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing the Subdivision Development Lien and/or Substitute Security furnished by Developers hereunder.

9.6. Notices. All notices and other communications hereunder shall be in writing and mailed or personally delivered to the appropriate party at the address set forth below

or, as to any party, at any other address in the State of California as shall be designated by it in a written notice sent to the other party.

To City:

City of Lancaster
44933 Fern Avenue
Lancaster, CA 93534-2461
Attn: City Engineer

To Project Manager:

Royal Investors Group, LLC
15821 Ventura Boulevard, Suite 460
Encino, CA 91436
Attn: Kris Pinero
Telephone: (818) 981-3000

9.7. Alteration of Agreement; No Effect on Substitute Security. Any addition, alterations, or modifications of or to this Agreement, in order to become effective, shall be made in writing and in each instance signed on behalf of each party. Developers hereby stipulates and agrees that no addition, alterations or modifications of or to this Agreement or to the plans and specifications referred to herein, including any extension of time within which the work hereunder may be completed, shall in any way affect its obligations on the Substitute Security to be furnished hereunder. Developers do hereby waive notice of any such addition, alterations or modifications.

9.8. Demands for Payment under Substitute Security. Developers hereby stipulate and agree that it shall have no right to dispute the propriety of any demand made by the City for payment under Substitute Security to be furnished hereunder.

9.9. Surety to Include Issuer of Letter of Credit. The term surety as used herein shall include the issuer of any letter of credit which is acceptable to the City as Substitute Security under this Agreement.

9.10. Severability. If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect.

9.11. Successors and Assigns. All of the terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the parties, their respective heirs, successors, representatives, assigns, officers, directors, agents, partners, servants, employees, and affiliated corporations or companies.

9.12. Headings. The headings contained in this Agreement have been inserted for convenience only and in no way define or limit the scope of interpretation of this Agreement.

9.13. No Waiver. A waiver by either party of a breach of any of the covenants, conditions or agreements under this Agreement to be performed by the other party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions of this Agreement.

9.14. Corporate Authority. Each individual executing this Agreement on behalf of a public or private corporation, nonprofit corporation, partnership or other entity or organization,

represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said corporation, partnership, entity, or organization and that this Agreement is binding upon same in accordance with its terms. Developers shall, at City's request, deliver a certified copy of its Board of Director's resolution or certificate authorizing or evidencing Controlling Law: This Agreement shall be governed by and construed in accordance with the laws of the State of California.

[Signatures appear on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

CITY:

CITY OF LANCASTER, a California municipal corporation and charter city

By: _____

Name: _____

Its: _____

APPROVED AS TO FORM:

City Attorney

DEVELOPER:

SHAYAN CAPITAL, LLC, a California limited liability company

By: _____

Name: _____

Its: _____

**DEVELOPER SIGNATURES MUST BE
ACKNOWLEDGED BY NOTARY**

DEVELOPER:

TYCOON TRADERS, LLC, a California limited liability company

By: _____

Name: _____

Its: _____

**DEVELOPER SIGNATURES MUST BE
ACKNOWLEDGED BY NOTARY**

DEVELOPER:

MBZ INVESTORS, LLC, a California limited liability company

By: _____

Name: _____

Its: _____

**DEVELOPER SIGNATURES MUST BE
ACKNOWLEDGED BY NOTARY**

DEVELOPER:

OAKMONT PROPERTIES, LLC, an Illinois limited liability company

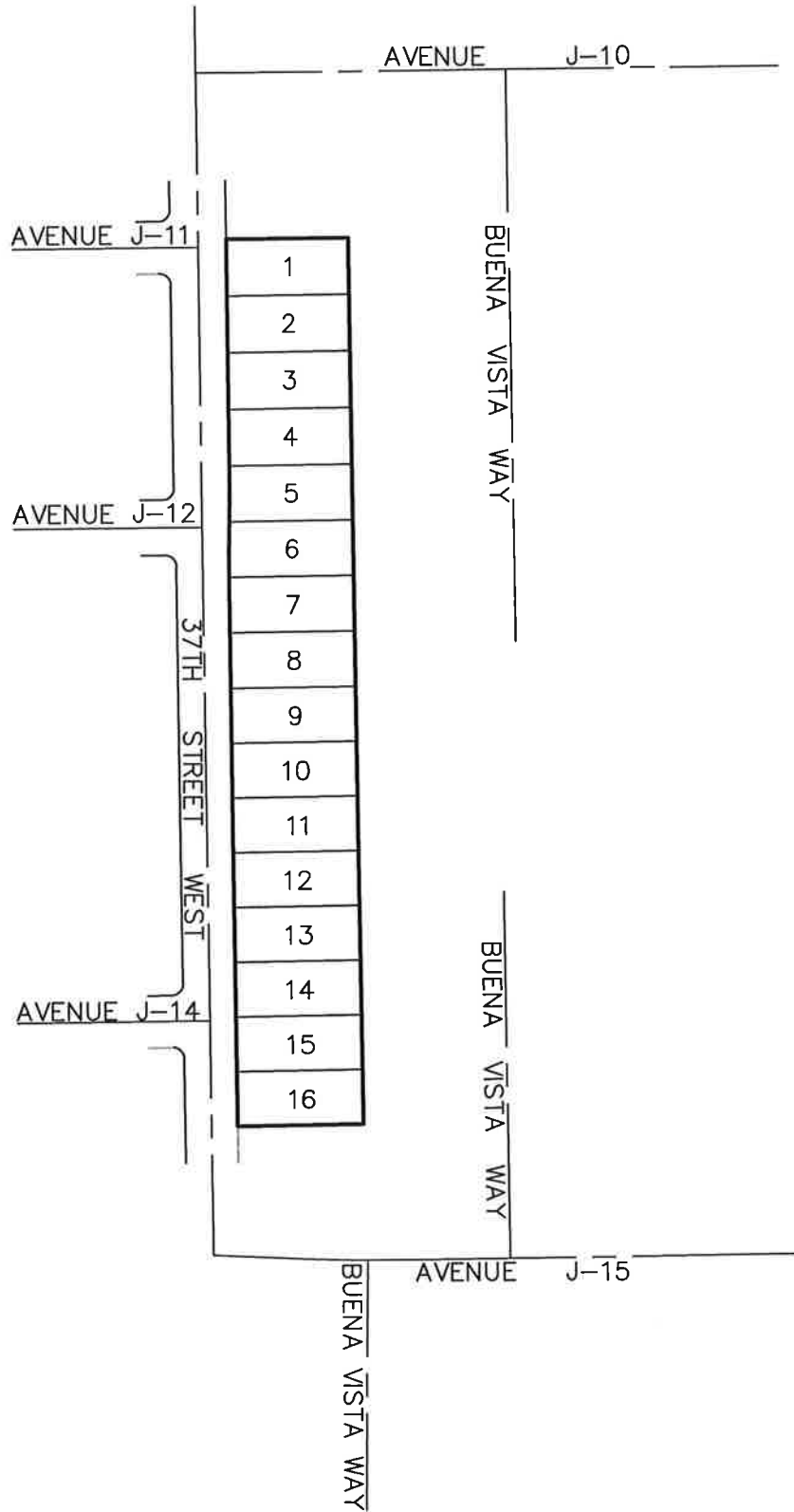
By: _____

Name: _____

Its: _____

**DEVELOPER SIGNATURES MUST BE
ACKNOWLEDGED BY NOTARY**

EXHIBIT "A"



14297 Cajon Avenue Suite 101
Victorville California 92392-2335
Phone: 760.524.9100

**DAVID EVANS
AND ASSOCIATES INC.**

VICINITY MAP
TRACT NO. 60430-1

STAFF REPORT
City of Lancaster

CC 9
04/25/17
MVB

Date: April 25, 2017

To: Mayor Parris and City Council Members

From: Jeff Hogan, Development Services Director

Subject: **Amendment to Subdivision Undertaking Agreement for Tract Map No. 53102 (Located on the Southwest Corner of Avenue J-8 and 45th Street West)**

Recommendation:

Approve and accept an amendment to the Subdivision Undertaking Agreement submitted by Magnolia, L.P. (the "Subdivider") for Tract No. 53102, located on the southwest corner of Avenue J-8 and 45th Street West, extending the date of completion to March 17, 2019.

Fiscal Impact:

None.

Background:

In the Subdivision Undertaking Agreement, the Subdivider agrees to complete the improvements under which the project was conditioned. These improvements usually consist of curbs, gutters, sidewalks, asphalt pavement, drainage basins, storm drains, water and sewer systems, landscaping, and street lighting systems. The improvement securities posted with the Undertaking Agreement secure the completion of the conditioned improvements. If the Subdivider fails to complete these improvements, the City may use the posted securities to pay for the completion of the improvements.

On September 23, 2003, the City and Subdivider entered into a Subdivision Undertaking Agreement to complete the required improvements for Tract No. 53102. The agreement expired March 14, 2017. On March 2, 2017, the City Engineer received a letter from the Subdivider requesting an extension.

Staff recommends that Council approve an amendment to the existing Subdivision Undertaking Agreement submitted by Magnolia, L.P. for Tract No. 53102, extending the completion date to March 17, 2019.

JM:pjp

Attachments:

Amendment to Undertaking Agreement
Map

**AMENDMENT TO UNDERTAKING AGREEMENT
(SUBDIVISION IMPROVEMENTS)**

TRACT NO. 53102

THIS AMENDMENT made this _____ day of _____, 20____ by and between the City of Lancaster, (the "City") and Magnolia, L.P., (the Subdivider").

RECITALS

A. The City approved Tentative Tract Map No. 49526 (Parent Tract) on August 13, 1990 (the "Tentative Map"), subject to certain conditions of approval set forth in Resolution No. 90-88, which conditions include construction of certain public improvements as set forth herein below for Tract No. 53102.

B. The City and Subdivider entered into that certain Undertaking Agreement dated September 23, 2003 ("Agreement").

C. The Agreement requires Subdivider to complete all Work required thereunder on or before March 14, 2017 ("Completion Date").

D. Subdivider desires to extend the Completion Date.

E. This Agreement is executed pursuant to the provisions of the Subdivision Map Act of the State of California and applicable City ordinances.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and of the approval of the Map and of the acceptance of the dedications therein offered, and in order to insure satisfactory performance by the Subdivider of Subdivider's obligations under said Subdivision Map Act and said ordinance, the parties agree as follows:

1. Performance of Work.

Section 1 of the Agreement is amended and restated to read as follows:

"Subdivider, at its sole cost and expense, will improve Tract No. 53102 by the grading and paving of streets, construction of curbs and gutters, crossgutters and sidewalks, installation of drainage and sanitary sewerage facilities, provision of an underground utility and street lighting system, installation of street signs, parkway trees, a water system and all related facilities, and such other improvements required by the ordinances of the City and/or the City Council in the approval of said Tract/Parcel Map, together with appurtenances, contingencies and engineering costs and as more particularly shown in the improvement plans for contingencies and engineering costs and as more particularly shown in the improvement plans for said Tract. Subdivider will do all work and furnish all materials necessary, in the opinion of the City Engineer, to complete said Improvements in accordance with the plans and specifications on file in the office of the City Engineer or with any changes or modifications required or ordered by the City Engineer which, in his/her opinion, are necessary or required to complete the Improvements (the "Work"). Subdivider shall maintain the Improvements and adjacent public facilities clear of all debris, weeds, and other materials which inhibit the

performance of the Improvements or become a public nuisance. Should the Subdivider fail to act promptly in accordance with this requirement the City may, at its option, perform the necessary work and the Subdivider shall pay to the City the actual cost of such maintenance plus fifteen (15) percent.

2. Extension of Term.

Section 18 of the Agreement is amended and restated to provide as follows:

“Subdivider shall complete all of said Work on or before _____, or within such further time as may be granted by the City Council.”

3. Agreement Remains in Effect.

Except as expressly revised herein, the terms, conditions and requirements set forth in the Agreement shall remain in full force and effect. Any terms not defined in this Amendment shall have the meaning set forth in the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

APPROVED:

CITY OF LANCASTER

SUBDIVIDER

By: City Engineer

Signature

Printed Name and Office Held

Partnership or Corporation represented, if applicable.

APPROVED AS TO FORM:

By: City Attorney

ALL SIGNATURES MUST BE ACKNOWLEDGED BY NOTARY

1360/2

INDEX 540 PAGE 2

SCALE: 1" = 200'

TRACT NO. 53102

SHEET 2 OF 4 SHEETS

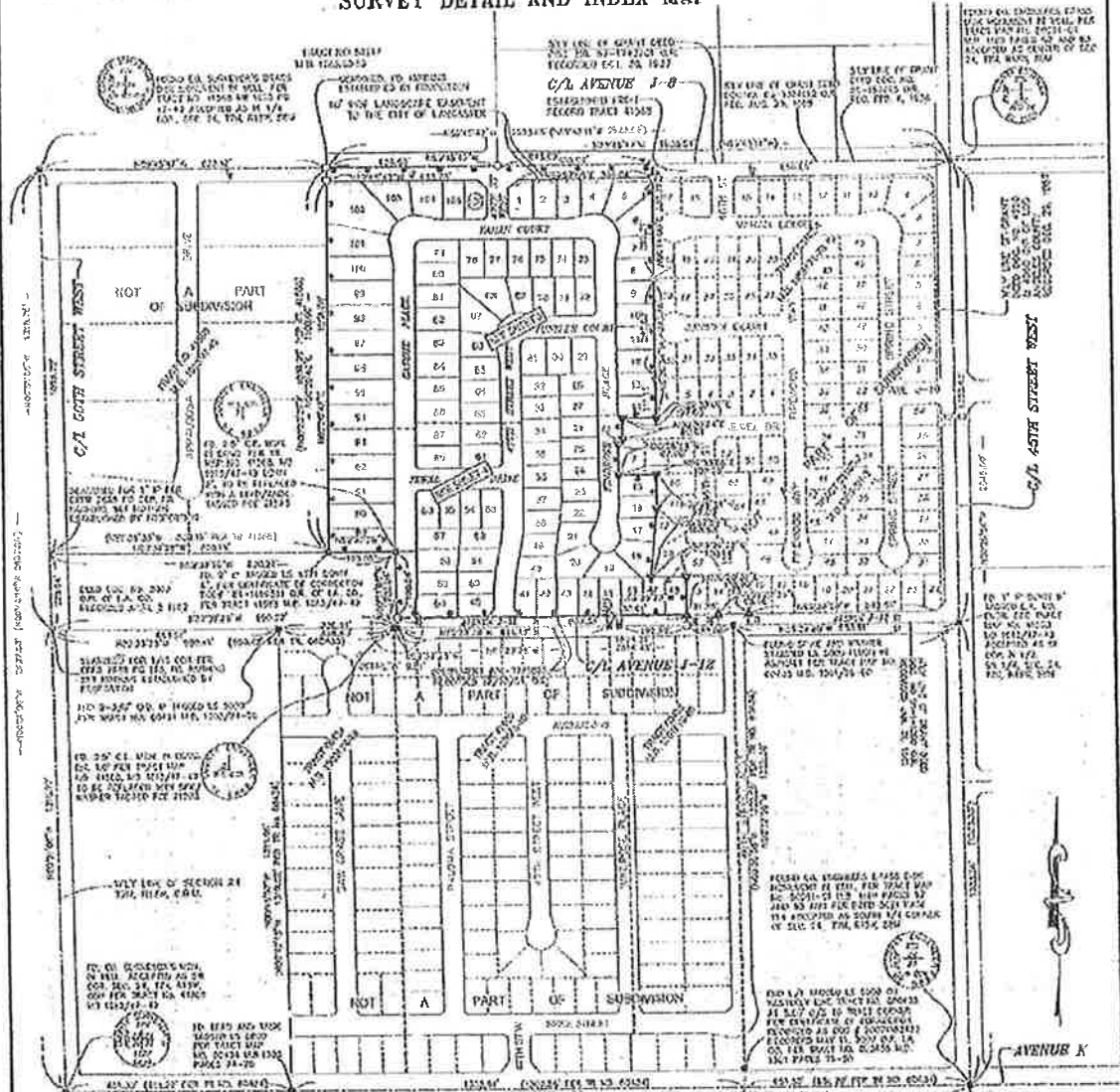
108 LOTS

IN THE CITY OF LANCASTER,
COUNTY OF LOS ANGELES, STATE OF
CALIFORNIA

27.02 ACRES

NARESH C. KAMBOJ, R.C.E. 21893

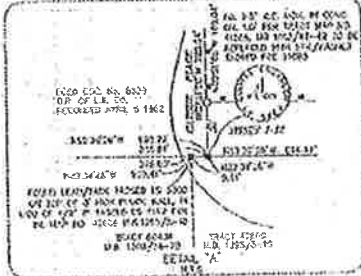
SURVEY DETAIL AND INDEX MAP



LEGEND:

- △ MARKS THE CORNER OF DC LINED BOUNDARY SURVEYED BY T-4 MARK.
- ▲ 2" IRON PIPE, 8" DOWN, (TAGGED FOR 2163) TO BE SET, OR LEAD AND TACK, TACKER FOR 2163 TO BE SET WHERE A 2" IRON PIPE CANNOT BE SET.
- ▲ SPW AND WASHER (TAGGED 2163) TO BE SET FOR TRACT 53102-2, AS SHOWN IN BOOK 1229, PAGES 1-3. # ALLOCATION IS NOT SET AS REQUIRED BY TRACT 53102-2, A LEAD AND TACK WITH TAG, WASHER FOR 2163 SHALL BE SET.
- 6" SPW AND WASHER, TAGGED 2163, TO BE SET FOR TRACT 53102-2, AS SHOWN IN BOOK 1229, PAGES 1-3. # ALLOCATION IS NOT SET AS REQUIRED BY TRACT 53102-2, A LEAD AND TACK WITH TAG, WASHER FOR 2163 SHALL BE SET.
- 6" SPW AND WASHER, TAGGED 2163, TO BE SET, OR A 2" IRON PIPE, 6" POINT TAGGED FOR 2163 TO BE SET WHERE A 2" SPW AND WASHER CAN NOT BE SET.
- ⌈ INDICATES RECORDED DATA PER TRACT MAP NO. 41558 EX. 1013 PAGES 17-19 OR UNLESS NOTED OTHERWISE.
- ⌈ 3/4" LEAD AND TACK WITH TAG STAMPED FOR 2163 ON TOP OF CURB FOR ALL LOT LINE PROJECTIONS.
- ESCALARS FOUND IN PLACE AS SHOWN.

CURVE TABLE			
CHORD	LENGTH	ANGLE	BEARING
100	100.00	180.00	0.00
200	200.00	180.00	0.00
300	300.00	180.00	0.00
400	400.00	180.00	0.00
500	500.00	180.00	0.00
600	600.00	180.00	0.00
700	700.00	180.00	0.00
800	800.00	180.00	0.00
900	900.00	180.00	0.00
1000	1000.00	180.00	0.00



STAFF REPORT
City of Lancaster

CC 10
04/25/17
MVB

Date: April 25, 2017

To: Mayor Parris and City Council Members

From: Jeff Hogan, Development Services Director

Subject: **Approve an Increase in the Contract Amount for PWCP NO. 13-015, 20th Street West, Lancaster Boulevard to Avenue J Street Rehabilitation and Repair, Professional Consultant Services**

Recommendation:

Approve an increase in the contract amount for Public Works Construction Project No. 13-015, 20th Street West, Lancaster Boulevard to Avenue J Street Rehabilitation and Repair, Professional Consultant Services, with Stantec Consulting Services, Inc., of Lancaster, California, by \$12,766.00, and authorize the City Manager, or his designee, to sign all documents.

Fiscal Impact:

\$12,766.00, bringing the total contract amount to \$181,678.75; sufficient funds are available in Capital Improvements Budget Account No. 209-12ST032-924.

Background:

On April 21, 2015, an Agreement for PWCP No. 13-015 Professional Consultant Services with Stantec Consulting Services, Inc., was executed in the amount of \$119,948.75.

On October 25, 2016, the City requested approval for Additional Authorization No. 1 in an amount of \$48,964.00 for drought resistant landscaping and irrigation design plans for the west side of 20th Street West, including a meandering sidewalk between Lancaster Boulevard and 350 feet north of Avenue J. Design changes were also added to the civil plans during the 60% phase, which required additional design services.

The City is requesting approval for Additional Authorization No. 2, in an amount not to exceed \$12,766.00, for additional services that were added to the project to prepare traffic signal and street lighting upgrades for 20th Street West between Lancaster Boulevard and Newgrove Street. On January 10, 2017, City staff received new design directions to convert all existing LS-2 street lights to LS-3 Rate Schedule Street Lighting; there are currently three (3) street lights on 20th Street West that need conversion. In addition to these design changes, curb radius changes were also added along 20th Street West during the 90% review.

Additional Authorization No. 2 brings the total amount of the contract not to exceed \$181,678.75.

VZ:pjp

Attachments:

- Agreement, Executed April 21, 2015
- Additional Authorization No. 1
- Additional Authorization No. 2

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES is made and entered into this 21st day of APRIL, 2015, by and between the CITY OF LANCASTER, a municipal corporation, hereinafter referred to as OWNER, and STANTEC CONSULTING SERVICES, INC., hereinafter referred to as CONSULTANT.

RECITALS

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

**PWCP 13-015 – 20TH STREET WEST, LANCASTER BOULEVARD TO AVENUE J,
STREET REHABILITATION AND REPAIR
(CIVIL DESIGN, MAPPING AND SURVEYING SERVICES)**

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

NOW, THEREFORE, the parties agree as follows:

1. **Parties to the AGREEMENT.**

The parties to this AGREEMENT are:

- A. OWNER: City of Lancaster.
- B. CONSULTANT: Stantec Consulting Services, Inc.

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

OWNER Director of Public Works
 City of Lancaster
 44933 North Fern Avenue
 Lancaster, California 93534

CONSULTANT Hady Izadpanah, Senior Principal Engineer
 Stantec Consulting Services, Inc.
 111 East Victoria Street
 Santa Barbara, California 93101

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

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

4. **Incorporation by Reference.** The Request for Proposal (RFP 601-15) – 20th Street West, Lancaster Boulevard to Avenue J, Street Rehabilitation and Repair and CONSULTANT'S Proposal is hereby incorporated in and made a part of this AGREEMENT. CONSULTANT agrees to comply with all of the requirements set forth therein.

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

- First: This Document consisting of 25 pages, excluding paragraph 5
- Second: Request for Proposal (RFP 601-15) - 20th Street West, Lancaster Boulevard to Avenue J, Street Rehabilitation and Repair
- Third: The CONSULTANT'S Proposal

6. **Description of Work.** OWNER hereby engages CONSULTANT, and CONSULTANT accepts such engagement, to perform the technical and professional services set forth in the "Scope of Services" attached hereto as Exhibit "A". CONSULTANT shall perform and complete, in a manner satisfactory to OWNER, all work and services set forth in Exhibit "A". The Director of Public Works or his designee shall have the right to review and inspect the work during the course of its performance at such times as may be specified by the Director of Public Works, or his designee.

7. **Obligations of the OWNER.**

A. The total compensation to be paid by OWNER to CONSULTANT for all work and services described in Exhibit "A" is not to exceed \$119,948.75. CONSULTANT'S fees and charges for the work and services performed shall in no event exceed those set forth in Exhibit "B" attached hereto and made a part hereof.

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

8. **Obligations of the CONSULTANT.**

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

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

9. **Payment of Prevailing Wage.**

A. The State of California, Department of Industrial Relations, has ascertained the general prevailing rate of wages and employer payments for health and welfare, vacation, pension, and similar purposes applicable to the field work to be done, including mapping and surveying, geotechnical

investigation, and potholing services. Per Labor Code 1720, these rates shall be the minimum wage rates for this project. These rates are on file with the City of Lancaster and copies will be made available to any interested party upon request.

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

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

- (A) When unemployment in the area of coverage by the joint apprenticeship committee has exceeded an average of 15% in the 90 days prior to the request for certificate; or
- (B) When the number of apprentices in training in the area exceeds a ratio of one to five; or
- (C) When the trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis statewide or locally; or
- (D) When the CONSULTANT provides evidence that he employs registered apprentices on all of his contracts on an annual average of not less than one apprentice to eight journeymen.

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

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

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

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

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

11. **Hold Harmless and Indemnification.** CONSULTANT agrees to indemnify and hold harmless the OWNER, its officers and employees, from and against any and all claims, losses,

obligations, or liabilities whatsoever, including reasonable Attorney's fees, incurred in or in any manner arising out of or related to CONSULTANT'S negligent or willful wrongful acts, errors or omissions, or those of its employees or agents. CONSULTANT agrees to defend OWNER, its officers and employees, from and against any and all claims arising from any alleged negligent or wrongful acts, errors or omissions on the part of CONSULTANT or on the part of its employees.

12. **Amendments.** Any amendment, modification, or variation from the terms of this AGREEMENT shall be in writing and shall be effective only upon mutual written approval by the Director of Public Works and CONSULTANT.

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

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

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

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

15. **Termination for Cause.**

A. The governing board of the OWNER may, by written notice to CONSULTANT, terminate the whole or any part of this AGREEMENT in any of the following circumstances:

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

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

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

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

D. If, after notice of termination of the AGREEMENT under the provisions of this Section, it is determined, for any reason, that CONSULTANT was not in default, or that the default was excusable, then the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 14.

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

17. **Insurance.**

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

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

Professional Liability

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PWCP 13-015 – 20th St. West, Lancaster Blvd. to Ave. J, Street

Rehabilitation and Repair (Civil Design, Mapping and Surveying Services)

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

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

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

(4) List in the "Cancellation" section:

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

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

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

18. **Commencement and Completion of Work.** The execution of this AGREEMENT by the parties does not constitute an authorization to proceed. The services of CONSULTANT shall commence when the OWNER, acting by and through its Director of Public Works or his designee, has issued the Notice to Proceed.

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

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

A. If, at any time, the work is delayed due to suspension order by OWNER, or due to any other cause which, in the reasonable opinion of the OWNER, is unforeseeable and beyond the control and not attributable to the fault or negligence of CONSULTANT, then CONSULTANT shall be entitled to an extension of time equal to said delay, subject to the OWNER's right to terminate this AGREEMENT pursuant to Section 14.

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

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

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

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

22. **CONSULTANT's Warranties and Representations.**

CONSULTANT warrants and represents to OWNER as follows:

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

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

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

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

23. **Resolution of Disputes.**

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

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

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

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

24. **Exhibits.**

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

Exhibit "A" Scope of Services

Exhibit "B" Payment Clause

25. **Governing Law.**

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

26. **Effective Date.**

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

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

"OWNER"
CITY OF LANCASTER
LANCASTER, CALIFORNIA

Approved By Department Head:

By: 
Carlyle S. Workman, Public Works Manager

Dated: 4-14-15

By: 
Mark V. Bozigian, City Manager

Dated: 4-21-15

"CONSULTANT"
STANTEC CONSULTING SERVICES, INC.

By: 
Hady Izadpanah, Senior Principal Engineer

Dated: 12/22/14

ATTEST:


Britt Avrit, CMC
City Clerk

APPROVED AS TO FORM:

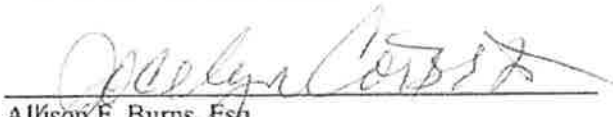

Allison E. Burns, Esq.
City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

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

The work to be performed under this contract shall include:

SEE ATTACHED

EXHIBIT A: SCOPE OF SERVICES

The State of California, Department of Industrial Relations, has ascertained the general prevailing rate of wages and employer payments for health and welfare, vacation, pension, and similar purposes applicable to the field work to be done, including mapping and surveying, geotechnical investigation, and potholing services. Per Labor Code Section 1720, these rates shall be the minimum wage rates for these portions of the project. These rates are on file with the City of Lancaster and copies will be made available to any interested party upon request.

TASK 1 PROJECT ADMINISTRATION AND MANAGEMENT

The Consultant will schedule meetings (in person, web, or conference call) with the City and design team to provide feedback during the project; maintain schedule; provide a single Project Manager (PM) to coordinate with Capital Engineering PM, other City Departments/Divisions, each task lead/designer, utilities, etc. to deliver a complete consolidated plan set and specification sections that are consistent and do not conflict between improvements; and implement QA/QC measures.

1.1 KICK-OFF MEETING

Kick-off meeting will be held shortly after the issuance of the Notice to Proceed, with the successful firm at the City of Lancaster Maintenance Facility, 615 West Avenue H, Lancaster, California 93534. City Project Manager will provide information, answer any questions, and confirm a workable project schedule. This meeting will serve to establish project requirements and to document input in developing the final design and the construction documents. The meeting will also be used to clarify the lines of communication and other administrative details. For the basis of this proposal, the Consultant shall assume one kick-off meeting and one additional meeting will be required during the Consultant's work (cost to include a total of two meetings).

1.2 PROGRESS MEETINGS

For the basis of this proposal, the Consultant shall assume three (3) progress meetings as follows: one (1) meeting during design and geometric standards for proposed improvements, two (2) meetings during P&E (at 60% and 90% submittal). These represent project milestones where we will hold *face-to-face* meetings to review design standards, geometric design and electrical design and P&E submittals and discuss any unforeseen design issues that have arisen and to resolve the issues promptly.

1.3 PROJECT MANAGEMENT

Consultant will maintain the project schedule and provide *weekly* project status reports throughout the duration of the project. The weekly reports are critical to forecast resource needs and ensure the appropriate staff and support services are available, when needed, to deliver the project on schedule and within budget. Consultant shall notify the Project Manager of any scope, schedule or budget issues that may arise. A preliminary estimate of time required to complete each task and sub task for the project within the milestone framework outlined in Section 3 of this RFP should be included with the Consultants proposal. The Consultant shall maintain a critical path schedule for the project.

1.4. QUALITY ASSURANCE & QUALITY CONTROL

Consultant must provide quality assurance and control of survey, design plans, specifications, and estimates prior to each submittal. This task is required to verify no unsafe design changes have been made or proposed, geometric layout has not been critically altered, improvement goals are being met, economy of project is maintained, plans are consistent across improvements and there are no conflicts between trades, and construction integrity of the design is ensured.

TASK 2 RESEARCH

Research shall include all avenues required that may be used in support of the civil design improvements between the project limits, to produce a complete PS&E package; as a minimum, cost shall include the following:

- 2.1** Research all existing utilities (including dry utilities) – obtain record drawings from utility companies. The City will provide water, gas, cable, telephone and electric atlas maps as described in Section 3.2.2, but Consultant shall verify the utility locations represented on these maps and obtain all updated maps from all utility companies including any other utilities not provided by City or mentioned.
- 2.2** Research all survey records and obtain tie sheets, field books, monument recovery notes and/or street improvements plans depicting centerline of ROW survey monumentation from the County.
- 2.3** Research pertinent record maps, vesting deeds and Assessor Parcel information to compile the boundary lines from a "best fit" combination of these record sources.
- 2.4** Incidental research.

TASK 3 FIELD SURVEY

Field survey shall include all mapping and surveying tasks required to produce a complete topographic map that may be used in support of civil design of improvements at each intersection including all extended limits described in Sections 2 and 3 for the purpose of striping, signing and markings per the Master Plan for Trails and Bikeways, and as a minimum, cost shall include the following:

- 3.1 Field locate vertical and horizontal controls (Monuments and Benchmarks).
- 3.2 Perform survey for topographic mapping purposes within the project limits described. The survey will include visible surface features including but not limited to pavement, curbs and gutters, pavement edges, medians, as well as topographic features (e.g. tops, toes, flow lines, etc.).
- 3.3 Perform centerline control survey. All centerline intersections, beginning and ending curves and major control points shall be found (or established if not existing) and measured. If a point must be reset to establish the centerline, a corner record and/or record of survey must be filed with the County for all set points and a copy returned to the City.
- 3.4 Field surveyed street cross-sections 100 ft. O.C. maximum as needed to show relief and corner cross-sections at BCR, ECR, and quarter deltas. Cross-sections shall be presented at 1"=10' Horizontal, 1"=2' Vertical scale.
- 3.5 Locate existing above ground utilities (e.g. meters, valves, backflow devices, primary irrigation facilities, manholes, inlets, drains, hydrants, utility poles, etc.)
- 3.6 Locate existing signs and locate/measure existing striping.
- 3.7 Download and compute survey data and prepare an editable AutoCAD drawing file. The mapping will be compiled at a scale of 1"=40' with a 1-foot contour interval. Each surveyed feature will be clearly labeled or noted by symbol as identified in the field.
- 3.8 Incidentals

TASK 4 ADDITIONAL STUDIES/INVESTIGATIONS

- 4.1 Consultant shall identify the need for potholing and pothole all utilities to confirm vertical and horizontal locations of existing facilities from proposed improvements including new utilities, foundations or other structural elements that will be affected. Potholing results shall be documented and presented in a report to include, at a minimum: potholing location map, lateral and horizontal location of pothole relative to adjacent fixed facilities as well as northing and easting elevation of ground surface at pothole, depth from ground surface to top and bottom of facility, facility dimensions and material type, type of facility or utility (i.e., gas, fiber, water, etc.), lateral and vertical separation if adjacent

utility is less than 3 feet outside conduit to outside conduit and photos of excavations/exposed facilities. See Appendix H for Southern California Gas Company Potholing Policy.

- 4.2 Consultant shall identify the need for geotechnical work and testing in support of their design. Geotechnical results shall be well documented and presented in a report in accordance with the City of Lancaster Engineering Design Guidelines. Boring logs shall note recommendations for new pavement structural sections, thickness of existing asphalt concrete pavement and thickness of existing pavement section aggregate base.

TASK 5 P&E

5.1 RESEARCH AND FIELD INVESTIGATION

Consultant will research the project in order to prepare construction documents. The investigation will be comprised of record plans, utility research and field investigation.

5.1.1 RECORD REVIEW

A review shall be performed of existing site plans, as-built record drawings and utility plans. The City will provide the most recent available plans (electronic files when available) for the existing and proposed roadways with respect to surrounding topography, centerlines, curb faces, edge of pavement, roadway lane markings (striping included), proposed or existing bike lanes (striping included), environmental constraints (i.e. copy of EIR, CEQA or NEPA documents), drainage structures, adjacent access points, and right-of-way constraints appropriately labeled for Consultant's review and use.

The City will provide Consultant with City Standard Details and/or Specifications and any special design constraints such as specific properties that cannot be encroached or specific desired lane widths in accordance with City standards. The City will provide a set of recent plan and specifications to use as a sample for format.

5.1.2 FIELD INVESTIGATION AND PHOTO LOG

Consultant will physically walk the project site. The field investigation will be used to document general alignment, visually evaluate any noticeable or potential drainage issues, and to take note of issues that may affect the design. In addition, the Consultant shall take the opportunity to verify existing record

plans, utility responses, and survey information available at the time of the field visit. A photo log of the site will be provided to the City.

5.1.3 DESIGN UTILITY RESEARCH & COORDINATION

In addition to all tasks described in Tasks 1-4 above, Consultant will:

- a. During 60% design review, send the utility companies formal notification with copies of the plans, showing locations with potential utility conflicts. Formal letter shall be per template Utility Notification Letter B in Appendix G. Design of, non-City owned, utility relocations are not included in this scope of services.
- b. After 100% design review, send the utility companies formal notification with copies of the final plans with all agency comments addressed. Formal letter shall be per template Utility Notification Letter C in Appendix G.

Overhead SCE distribution poles are not expected to be relocated and/or undergrounded. Consultant shall verify with SCE about existing poles at the project site and determine if they will require modifications/undergrounding or if any new pull boxes, conduit, etc. for the proposed LS-3 Rate Schedule Street Light System will cause any conflicts or relocation/removal requirements by SCE. SCE shall provide work order maps and relocation/undergrounding design plans. Consultant shall include SCE provided plans in plan set for this project. The Consultant shall provide exhibits and proposed improvement plans as needed to assist SCE in their relocation/undergrounding design. In addition, Consultant shall coordinate and reference on plans other utilities to be impacted by relocation/future undergrounding of transmission poles and associated work required as appropriate. Confirm with SCE if a Joint Use Agreement (JUA) will be required and executed for any relocation or undergrounding work. Consultant must confirm prior right issues on behalf of the City and prepare and process JUA. The JUA, if required, will need to be scheduled with City Council for adoption and recording.

5.2 P&E CONSTRUCTION DOCUMENTS

Consultant will prepare construction documents (plans and estimates) for the project which shall cover the work necessary to bid and

construct the improvements described in this RFP. The plans will show tie back into existing curbs and/or AC edge of pavement and flow line. The Consultant shall make all submittals per the Standards for CAD Deliverables in Appendix I. The following submittals are envisioned for the completion of the design: 30%, 60%, 90%, and Final. Existing roadways, structures, utilities, and other items affected by the project will be shown in addition to the proposed construction. The plans will include vertical and horizontal layout and design, pavements, drainage layout, typical sections electrical LS-3 design, details, signing and striping, ROW and property lines and any necessary details.

The following plan sheets are anticipated to be included in the design:

- a. Title Sheet - Includes project information, vicinity map, location map, sheet index and City and utility contact information.
- b. Notes - Contains standard City and Engineers notes, legend, and abbreviations.
- c. Survey Control – Contains Surveyor’s notes and benchmark information, control data, curve and line tables, and plan showing control points and start/end construction labeled in cyan and right-of-way lines labeled in proper colors per City of Lancaster standards. Please contact Tom Aranda of the Capital Engineering Division for a list of standard plotting colors and settings.
- d. Sections and Details - Contains typical roadway sections, sheet layouts, and details for work described on the plans.
- e. Demolition Sheet - Shows items to be removed, relocated, or protected.
- f. Plan and Profile Sheets – For the street improvements, standard roadway plan and profile sheets shall be used. The plan view will be prepared at a scale of 1”=40’ for horizontal and 1”=10’ for vertical. The plans will identify the required work to construct the improvements of this project with stations, offsets, and elevations. Utility modifications to relocate clear of the proposed improvements shall also be shown on the plan view of the sheets. Where necessary, show utility relocations in details and profiles for better clarification.

The sheets will provide the appropriate construction callouts, including limits of the project, pavement areas, curb, gutter and sidewalk, ramps, driveway conforms, and other details

necessary to construct the project. The plans will include sufficient detail to locate the improvements based on roadway station callouts and horizontal line and curve data. The plan will include the right-of-way clearly marked and adjacent properties identified by parcel number and property owner.

- g. Construction Details – Project details will be included as necessary. Details may include pavement section details, drainage details, utility relocation details, new utility construction details, etc. for the project design. However, details may also include curb return conforms or grading details. In addition, specific design criteria will be provided to accommodate and create safe and ADA compliant pedestrian facilities. This includes specific curb ramp and across the pavement crossings, etc. Pavement will be designed to the same structure as existing intersection pavements or based on a resulting Geotechnical report R-values and Testing and Traffic Index as provided by the City. Up to two (2) detail sheets shall be included for proposal estimate.
- h. Los Angeles County Waterworks Division Water Main Modification Details – Updates/modifications to Los Angeles County Waterworks' existing 10" AC Water main are required. Per Appendix F, the location of water main is shown in the provided Atlas Map; details regarding the removal and replacement of six (6) mainline valves are provided. In summary, the Contractor will be required to remove these old AC valves and their associated fittings and install new ductile iron valves and fittings. The details for this work shall be provided on the plans including incorporation of all Waterworks standards and details.
- i. Drainage Details - Drainage details will be included as necessary. The details are shown in the street profile and cross-slopes and will be evaluated during the project design. However, details may include storm drain tie-ins, modified drainage inlets, drainage grading, etc. Consultant shall review and determine adequate and appropriate methods for the drainage of runoff with respect to the vertical design of the street improvements. This also includes recommendations street

improvement profiles, cross-sections, crown line placement, and flow patterns. One (1) drainage detail sheet is anticipated.

- j. Signing, Striping and Marking Plans - The plans will use California MUTCD references and detail numbers, where applicable and available, and specific information to specify signing, striping or pavement markings not included in the current manual. A schedule of proposed striping and a schedule of pavement markings will be shown on the plans. Project limits to include all required approach striping. For Signs, the size, shape, lettering type and size, colors, and symbols, to specify signs not included in the current manual. A schedule of proposed signs will be shown on the plan. Project limits to include all required approach signing.

- k. LS-3 Rate Schedule Street Lighting Plans – A street lighting plan shall be produced for the west side of 20th Street West between Lancaster Blvd. and 2,000' south of Lancaster Blvd. Plans will consist of street light type and location, conduits, pull boxes, meter boxes & meter, electrical design and ties to existing circuits or service points and shall be prepared per City of Lancaster requirements for LS-3 Rate Schedule Street Lights. In general, any existing LS-1 rate schedule street lights to be relocated shall be replaced with LS-3 rate schedule street lights. Conversion of rate schedule may be cost prohibitive, therefore, Consultant shall begin discussions with SCE regarding cost of conversion and additional facilities early in design to minimize electrical design corrections. The City will identify threshold for cost and determine the final rate schedule of new/relocated street lights. The Consultant shall not proceed to 60% of street light electrical design until this determination is made. Street light layout shall be prepared and stamped by a licensed Civil Engineer while electrical plans shall be prepared and stamped by a licensed Electrical Engineer. Meter pedestal addresses shall be obtained from the City and included on the plans.

- l. Traffic Control Plans – temporary traffic control plans including detour plans per California MUTCD shall be prepared and included in the plan set. Traffic control will be phased and

access to all residences/neighborhoods shall be maintained throughout the duration of construction. Plans shall address AVTA and bus rider access at existing bus stops. Traffic Control Plans shall be provided during 90% plans.

- m. Miscellaneous Utility Plans – placeholder for utility modification plans prepared and provided by appropriate Utility company. Any utility work order maps shall be included.

5.2.1 30% PLANS, EXHIBITS AND MATERIAL SAMPLES (CONCEPTUAL DESIGN)

The Consultant will produce 30% conceptual design plans based on geometric layout. In addition to construction plans, the submittal will include perspective sketches, non-standard material samples, example photos and other illustrative streetscape exhibits to be used for discussions purposes with the Capital Engineer and City Engineer. A striping, signing and marking conceptual plan shall also be included with the 30% plans; striping plan shall cover the limits described in Section 2. LS-3 Rate Schedule Conceptual Street Lighting Plans shall also be a part of the conceptual drawings. Any existing LS-1 rate schedule street lights to be relocated shall be replaced with LS-3 rate schedule street lights. Conversion of rate schedule may be cost prohibitive; therefore Consultant shall begin discussions with SCE regarding cost of conversion and additional facilities early in design to minimize electrical design corrections. The City will identify threshold for cost and determine the final rate schedule of new/relocated street lights. The Consultant shall not proceed to 60% of street light electrical design until this determination is made. Following the submittal and the 30% review, Consultant shall await for City's review and comments. The City will provide Consultant with one non-conflicting set of redline mark-up plans.

5.2.2 60% PLANS AND ESTIMATES (PRELIMINARY DESIGN)

After approval of the conceptual plans, the Consultant will produce 60% preliminary design documents. The 60% design documents will include preliminary plans, specifications, and estimates (i.e. opinions of probable construction costs). The plans will include horizontal control and call-outs to sufficiently layout the design elements (pavement, curb, gutter, sidewalk, etc.) and centerline profile to identify any major drainage issues (i.e., low points). The striping, signing and marking plans shall also have progressed to the 60% level. The plans shall also depict proposed positions of the new street lighting/power sources and identify any utility conflicts or

relocation/undergrounding requirements by SCE. Following the submittal and the 60% review, Consultant will arrange to meet with the City to discuss the design comments. The City will provide Consultant with one non-conflicting set of redline mark-up plans via SharePoint. Utility Notification Letter B to be sent with 60% plans to all utilities per Task 4.1.3.

5.2.3 90% PLANS AND ESTIMATES

Based on the 60% comments, the Consultant will bring the 60% preliminary design documents to a 90% level of design. The 90% design documents will include plans, specifications and estimates for the project. The plans will include necessary horizontal control in addition to vertical grades to layout the design elements, including detailed grades at curb returns and profiles of existing or proposed utilities and sufficient details to construct the design elements; design documents shall also include 90% level LS-3 Rate Schedule Street Lighting Plans and Traffic Control Plans. The Traffic Control Plans will be reviewed and comments will be provided back to Consultant for finalization. Consultant shall expect a minimum of two (2) reviews for the Traffic Control Plans at the 90% level.

Prior to the 90% submittal, the Consultant shall verify quality assurance of the horizontal and vertical control of the proposed layout to verify that the design is accurate with respect to City design standards and that no unsafe design changes are proposed, and construction integrity of the design is maintained.

Following the 90% submittal and City review, the Consultant will arrange to meet with the City to discuss the design comments. The City will provide the Consultant with one non-conflicting set of redline mark-up plans.

5.2.4 FINAL PLANS AND ESTIMATES

Final Plans include 100% plans, stamped and signed mylars for Bid package.

Based on the 90% comments the Consultant will bring the 90% construction documents to a 100% level of design. The 100% construction documents will include plans, specifications and estimates for the project. No formal meeting is anticipated following City review; and the City will provide the Consultant with one non-conflicting set of redline mark-up plans for incorporation prior to mylars.

The consultant will submit stamped and signed mylars and estimates amended to address any minor City comments for the project for advertisement (Bid Package).

LS-3 Rate Schedule Street Lighting Plans must be signed by an Electrical Engineer, California licensed. The Traffic Control Plans must be signed by a Traffic Engineer, California licensed.

TASK 6 DELIVERABLES

Cost of the following deliverables shall include reimbursable costs including but not limited to shipping, supplies, etc.:

6.1 Project Administration and Management Deliverables

- a. Kick-off Meeting (Agenda and Minutes)
- b. Progress Meetings (3) (Agenda and Minutes)
- c. Utility Meetings and Coordination Calls
- d. Utility Notification Letters
- e. Detailed Project Schedule

6.2 Research Deliverables

- a. PDF copies of all utility company record maps (not provided by City).
- b. PDF copies of all of survey records (see item 6.4 below).
- c. PDF copies of all record maps, vesting deeds and Assessor Parcel information (not provided by City).
- d. PDF copies of all incidental research documents (no provided by City).

6.3 Additional Studies/Investigations

- a. PDF copies of all potholing documents, reports, photos and correspondences.
- b. PDF copies of all geotechnical documents, reports, field samples, photos and correspondences.

6.4 Field Survey Deliverables

- a. One (1) PDF plot of the topographic mapping signed and sealed by a California Licensed Land Surveyor
- b. Consultant shall provide to the City deliverables in hardcopy and electronic format as detailed in the Capital Program Divisions Standards for CAD Deliverables
- c. A disk containing digital photos taken during the field survey
- d. PDF copies of boundary and ROW maps obtained
- e. PDF copies of research maps and utility information obtained during the course of the survey

- f. A disk containing a copy of utility contact log and utility notifications/request for information/record drawings research letters
- g. A disk containing copies of all survey records from tie sheets, field books and monumentation recovery notes (if recording of monumentation was required during the course of the field work).

6.5 P&E Construction Document Deliverables

- a. Record Review documents (not provided by City) and Field Photo Log
- b. Utility Base Map including LS-3 Rate Schedule Street Lighting conceptual and progress plans (LS-3 Rate Schedule Street Lighting Plans, Striping, Signing and Marking Plans and Traffic Control Plans shall be incorporated into the 60%, 90% and Final P&E's)
- c. PDF copies of all maps, details and correspondences with Electrical Engineer and/or sub-consultants
- d. 30% Plans
- e. Conceptual streetscape sketches, material samples, example photos and other illustrative exhibits
- f. 30% Design Review Meeting Minutes
- g. 60% Plans and Estimates
- h. 60% Design Review Meeting Minutes
- i. 90% Plans and Estimates
- j. 90% Design Review Meeting Minutes
- k. Consultant shall provide to the City deliverables in hardcopy and electronic format as detailed in the Capital Program Division's Standards for CAD Deliverables; WORD (Specifications) and EXCEL (Estimate) files (100% bid version)
- l. Unsigned PDFs of Construction Documents (PS&E - 100% Bid version)
- m. Stamped and signed mylars (Bid package)

ADDITIONAL SERVICES

Services other than those set forth in this exhibit shall constitute extra services. Extra services include but are not limited to, public outreach, environmental services, project advertising, bid review, construction assistance, or attendance at meetings other than those included in the Scope of Services shall be considered additional services and will be performed only with written authorization from the City and for additional fees to be negotiated prior to authorization.

EXHIBIT "B"

TERM, PAYMENT AND TIME FOR COMMENCEMENT AND COMPLETION CLAUSE

Term.

This Agreement shall become effective and shall be in full force and effect upon the execution of the Agreement by the City and the CONSULTANT. This Agreement shall continue in full force and effect for a period of one (1) year from the effective date of the Agreement (the "Term), unless the Agreement is sooner terminated in accordance with the Terms and Conditions in the Agreement; provided, however, that the City and the CONSULTANT may mutually agree in writing to extend the Term of this Agreement.

Payment.

The City of Lancaster shall reimburse the CONSULTANT for actual costs, including labor costs and employee benefits incurred by the CONSULTANT in performance of the work, in an amount not to exceed \$119,948.75. Actual costs shall not exceed the estimated wage rates and other costs as set forth in the CONSULTANT'S proposal. Source documentation supporting billed costs must be submitted with invoice. CONSULTANT shall provide a cost breakdown with hourly rates for each office and field function in the event that additional work is required beyond the not to exceed amount specified above. Any additional work will require a separate Authorization for Consultant Services signed by both parties.

CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit, upon receipt by City's Contract Administrator of itemized invoices. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due City. The final invoice should be submitted within thirty (30) calendar days after completion of CONSULTANT's work. Invoices shall be emailed to City's Contract Administrator, Vickie Margadonna at vmargadonna@cityoflanasterca.org.

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

Time for Commencement and Completion

CONSULTANT shall commence performance of the work no later than seven (7) calendar days following issuance of Notice to Proceed. It is anticipated that performance of the work will be completed within one hundred sixty-five (165) calendar days from commencement. In no event shall performance of the work be completed later than one hundred eighty (180) calendar days, without the prior written authorization of the City. If Consultant fails to complete the work in this time period, City may avail itself of any and all remedies provided for in this Agreement.



Hady Izadpanah, Senior Principal Engineer
Stantec Consulting Services, Inc.

Exhibit "A"

DETAILED COST ESTIMATE

**PWCP 13-015 - 20TH STREET WEST, LANCASTER BOULEVARD TO AVENUE J, STREET
REHABILITATION AND REPAIR
(CIVIL DESIGN, MAPPING AND SURVEYING SERVICES)**

TASK NO.	DESCRIPTION*	PRICE
1.	PROJECT ADMINISTRATION/MANAGEMENT	\$ 16900
	1.1 Kick-Off Meeting	
	1.2 Progress Meetings	
	1.3 Project Management	
	1.4 Coordination Calls and Emails	
	1.5 Quality Assurance & Quality Control	
2.	ADDITIONAL STUDIES/INVESTIGATIONS	
	4.1 Potholing.	\$ 0
	4.2 Geotechnical work: perform testing, design and reporting per the City of Lancaster Engineering Design Guidelines.	\$ 5,175
3.	P&E - DESIGN, RESEARCH AND DEVELOPMENT	\$ 94,653.75
4.	P&E DELIVERABLES - 30%, 60%, 90% AND 100%	\$ 3,220
	TOTAL COST	\$ 119,948.75

TOTAL COST AMOUNT WRITTEN IN WORDS _____
One hundred nineteen thousand, nine hundred forty eight dollars and seventy five cents.

***Refer to Exhibit A for detailed descriptions**

NO. 1 – ADDITIONAL AUTHORIZATION FOR CONSULTANT SERVICES

TO: Hady Izadpanah, Senior Principal Engineer
Stantec Consulting Services, Inc.
111 East Victoria Street
Santa Barbara, CA 93101-2018

Under terms of our Professional Services Agreement dated April 21, 2015, you are authorized to proceed with the following consulting services:

Project Name: PWCP 13-015, 20th Street West, Lancaster Boulevard to Avenue J Street Rehabilitation and Repair.

Original Authorization: \$119,948.75

This Authorization: \$48,964.00

Total Not To Exceed: \$168,912.75

Date Required: February 16, 2017

Project Manager: Vickie Zhao

ACCEPTED:

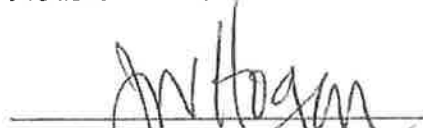


Hady Izadpanah, Senior Principal Engineer
Stantec Consulting Services, Inc.

9/29/16

Date

AUTHORIZED:



Jeff Hogan
Development Services Director

11/2/16

Date

Handwritten initials and date:
VZ
11/2/16

VZ:pjp

EXHIBIT "A"

SCOPE OF SERVICES

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

The work to be performed under this Additional Authorization No. 1 shall include:

SEE ATTACHED

"EXHIBIT A"



September 21, 2016
File: 2064101400

Attention: Vickie Zhao, Assistant Engineer
615 West H Street
Lancaster, CA 93534-2461

Dear Vickie,

**Reference: PWCP 13-015 20th Street West Street Improvements – Avenue J to Lancaster Blvd:
Civil, Landscape and Irrigation Improvements**

The City has requested that Stantec provide additional services to change the layout of the proposed sidewalk from linear along the proposed back of curb to a meandering sidewalk. This new sidewalk alignment will create a variable width parkway buffer between the pedestrian path and the roadway and provide an opportunity for landscaping. We understand the project scope to include:

- Road widening on 20th Street West south of Avenue I to accommodate desired lane configuration
- Signing and striping plans and traffic control for 20th Street West from Avenue I to Linda Avenue and from Home Depot driveway to Avenue J-8.
- Right-of-way acquisition on the southwest corner of 20th Street West and Lancaster Blvd.
- Coordination and design of fire hydrant location at Newgrove Avenue.
- Coordination of service point and final design of street light system.
- Revise geometric layout plans for meandering sidewalk per attached approved concept.
- Irrigation plans for proposed landscaping utilizing existing ¾" meter located on the west side of 20th Street West, approximately 350' north of Lancaster Blvd.
- Landscape plans including plantings in conformance with the City approved plant list and wall screens along the existing screen wall at the back of walk.
- Preparation of costs estimates and bid schedule.

"EXHIBIT A"



September 21, 2016
Vickie Zhao
Page 2 of 8

Reference: PWCP 13-015 20th Street West Street Improvements – Avenue J to Lancaster Blvd: Civil, Landscape and Irrigation Improvements

AUTHORIZATION

Should you require additional information or wish to discuss this proposal further, please contact me. If the proposal is satisfactory, it is our understanding that the City will issue an addition authorization to our existing Agreement that will expire in April 2017.

Regards,

Stantec Consulting Services Inc.

A handwritten signature in black ink, appearing to read "Derek Rapp".

Derek Rapp
Principal
Phone: (805) 963-9538 x.157
Derek.Rapp@stantec.com



"EXHIBIT A"

September 21, 2016
Vickie Zhao
Page 3 of 8

Reference: PWCP 13-015 20th Street West Street Improvements – Avenue J to Lancaster Blvd: Civil, Landscape and Irrigation Improvements

EXHIBIT A

SCOPE OF SERVICES

Civil Scope

1. Prepare road widening plans on 20th Street West south of Avenue I.
 - Create basemapping for project area from aerial photos, field measurements and observations.
 - Prepare striping layout to determine extent of road widening required.
 - Field review widening area for conflicting utility covers, etc.
 - Determine roadway structural section
 - Prepare plan showing widening geometry, structural section and other construction details.
2. Prepare signing and striping plans and for 20th Street West from Avenue I to Linda Avenue and from Home Depot driveway to Avenue J-8.
 - Create basemapping for project area from aerial photos, field measurements and observations.
 - Conduct inventory of existing signs.
 - Prepare striping layout per State and City standards for review by the City.
 - Revise plans as necessary.
3. Prepare traffic control for 20th Street West from Avenue I to Linda Avenue and from Home Depot driveway to Avenue J-8.
 - Create basemapping for project area from aerial photos, field measurements and observations.
 - Prepare traffic control plan layout per State and City standards for review by the City.
 - Revise plans as necessary
4. Prepare legal description and plat for right-of-way acquisition on the southwest corner of 20th Street West and Lancaster Blvd.
 - Review record maps and title report for parcel in question.
 - Determine right of way required for project.
 - Prepare legal description and plat based on record information.
 - Make revision per City comments.



"EXHIBIT A"

September 21, 2016
Vickie Zhao
Page 4 of 8

Reference: PWCP 13-015 20th Street West Street Improvements – Avenue J to Lancaster Blvd: Civil, Landscape and Irrigation Improvements

SCOPE OF SERVICES (CONTINUED)

5. Coordination and design of fire hydrant location at Newgrove Avenue.
 - Review location and fire flow requirements with County Fire and Waterworks Departments.
 - Prepare fire hydrant relocation plans on County of Los Angeles Waterworks title block per County standards.
 - Revise plans as necessary.
6. Coordination of service point and final design of street light system.
 - Coordinate with SCE regarding the location of the service point for the street light system.
 - Prepare line diagram and voltage drop calculations based on service point location.
 - Submit final electrical plans stamped and signed by Electrical Engineer.
7. Update construction quantities and cost estimates.

Landscape and Irrigation Scope

Concept Development

1. Establish procedures, liaison and work schedules.
2. Collect and review all on- and off-site applicable data, planning and design criteria, as supplied by the Client.
3. Establish dialogue to ascertain client expectations.
4. Prepare/refine sidewalk/parkway geometric layout.
5. After reviewing an approved engineer or architect's site plan, we will proceed on the following phases of work:
 - Conceptual Development Phase
 - Construction Documentation Phase
 - Project Bidding Phase
 - Construction Observation Phase
6. Prepare landscape base plans based on CAD files provided by Stantec

"EXHIBIT A"



September 21, 2016
Vickie Zhao
Page 5 of 8

Reference: PWCP 13-015 20th Street West Street Improvements – Avenue J to Lancaster Blvd: Civil, Landscape and Irrigation Improvements

7. On site review of existing conditions
8. Develop design concepts. The plans representing this phase are denoted as "Conceptual Landscape and Irrigation Plans", and will illustrate the following:
 - Planting concepts
 - Decomposed Granite layout
 - Planting list of shrubs for approval by the City of Lancaster
 - Irrigation concepts
 - Irrigation concept noted to be point source Drip irrigation similar to what was approved on 15th Street East and West Roundabouts
 - Point of connection location for water and approval by city
 - Point of connection location for electrical for proposed irrigation legend
 - Equipment and Irrigation list including manufacture for approval by the city
 - One (1) meeting

Construction Documents

Following approval of the Design Development documents, we will proceed with the Construction Documentation Phase. This phase consists of preparing documents for bidding and/or construction and includes the following:

- Title Sheet
- Sidewalk Geometric Layout
- Irrigation Plans (Approximately Two sheets)
- Irrigation legends notes and details (Approximately three to four sheets)
- MWLO or City Water Conservation Packages as required
- Planting Plans (Approximately Two sheets)
- Decomposed Granite layout shown
- Planting legends, notes and details (Approximately one sheet)
- Landscape Technical Specifications only
- Opinion of probable construction costs
- In-house plan check

Bidding Assistance

Upon acceptance of the Construction Documentation Phase by the Client, we will proceed with the Bidding Administration Phase. This phase will include the following:

- Assist during the bidding process
- Provide necessary prints to all parties at the Client's request. The cost of all printing shall be the Client's responsibility.



"EXHIBIT A"

September 21, 2016
Vickie Zhao
Page 6 of 8

Reference: PWCP 13-015 20th Street West Street Improvements – Avenue J to Lancaster Blvd: Civil, Landscape and Irrigation Improvements

- Answer all contractor questions; administer any addenda, clarifications, or submittal reviews necessary to bid plans.

Construction Administration (OPTIONAL)

The Construction Documentation Phase consists of site visits and written "Item-Action" reports, which document the field condition observed during the visit. These visits shall be performed at the Client's discretion and fees for this service **are not** included in our lump sum fee in this proposal. If client would like us to provide a fee for this service, please advise us and we can provide an anticipated fee added on to the lump sum fee.

- Pre-construction conference with Contractor
- Answer RFI's
- Review Submittals
- Coordination with client and contractors
- Post-delivery of all plant materials to project location
- Irrigation mainline pressure tests prior to burying mainline
- Major plant layout prior to planting
- Irrigation coverage tests prior to planting
- Construction punch-list visit prior to start of Contractor's Maintenance Phase
- Maintenance punch-list visit prior to final turnover to Owner
- Certification of installation for City of Lancaster

EXCLUSIONS

1. Base data and information necessary for the execution of Landscape Architectural services including but not limited to the following:
 - Boundary and topographical surveys
 - Locations of all existing utilities, easements, structures, paving, trees or other pertinent site information
2. State, County Municipal and Project C.C. & R. requirements, guidelines, or other relative information directly affecting the Landscape Architectural work to the specific site.
3. Soils investigation and/or Analysis
4. Additional services made necessary by contractor default
5. All fees required for securing approval of agencies having jurisdiction over the project, (i.e., Plan Check Fees). The fees must be paid directly to the agency from the client. All processing of plans shall be by the Client.



"EXHIBIT A"

September 21, 2016
Vickie Zhao
Page 7 of 8

Reference: PWCP 13-015 20th Street West Street Improvements – Avenue J to Lancaster Blvd: Civil, Landscape and Irrigation Improvements

6. All inspections, out of office meetings, showroom or material yard meetings, or selecting plant materials at nursery locations prior to shipping to site.



"EXHIBIT B"

September 21, 2016
Vickie Zhao
Page 8 of 8

Reference: PWCP 13-015 20th Street West Street Improvements – Avenue J to Lancaster Blvd: Civil, Landscape and Irrigation Improvements

EXHIBIT B

PROPOSED ADDITIONAL FEE

Our services will be performed on a "time and materials" basis, not to exceed, broken down as follows:

Civil Improvements	\$35,043
Landscape and Irrigation	\$13,921
TOTAL	\$48,964

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

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

HOURLY RATES:

Stantec

- See Attached

TCLA

- • Managing Principal \$160.00/hour
- • Principal In Charge \$140.00/hour
- • Project Manager \$120.00/hour
- • Job Captain \$ 85.00/hour
- • Administrative Staff \$ 65.00/hour

"EXHIBIT B"

PROJECT COST ESTIMATE (WITH PREVAILING WAGES)

STANTEC
42225 10th Street West, Suite E
Lancaster, CA 93534
(661) 949-6676

Project No: 2064101400
Description: 20th Street, Lancaster Blvd. to Avenue J Street Rehab and Repair
Client: City of Lancaster
Date: September 21, 2016
Prepared by: DBR
Office: 4
Billing Type: T&M

TASK	Hours										TOTAL HOURS	LABOR COST
	Engineer Principal	Engineer Senior II	Engineer Senior I	Engineer Asst I	Engineer Asst II	Surveyor Principal	Surveyor Assoc	Dry Ldly Coord	Techn Support	Prevaling Wages (y/n)		
1. Road Widening Plans	4	8	8	8	8					y	20	3144
2. Signing and Striping Plans	4	16	16	16							36	5424
3. Traffic Control Plans	4	16	16								36	5424
4. Legal description and plat	4				4	24			4		24	4716
5. Fire Hydrant	4	4	8	8							40	6624
6. Streetlight Design	8	12	8	16				4			10	1616
7. Cost Estimates	2		8								26	3984
8. Sidewalk Geometric Layout	2		24								6	1266
9. Landscape Coordination	6											
TOTALS	34	16	80	84	4	4	24	4	4		230	36064

Classification	S/hr	Classification	S/hr	Cost	Billing Factor	Reimbursables	Consultant
12. Principal Engineer	216.00	TOTAL		12623	1.00		12623
11. Senior Engineer II	173.00	Expenses					
8. Assistant Engineer II	148.00	Blueprints				275	0
7. Assistant Engineer I	137.00	Travel				0	0
19. Principal Surveyor	216.00	Mail				0	0
16. Surveying Associate	148.00	Telephone				0	0
44. City Utility Coordinator	157.00	Photocopies				0	0
43. Technical Support	75.00	Photographs				0	0
Average Rate	156.8					6275.00	\$12,623
Grand Total =							\$48,964.00

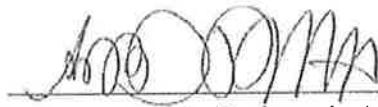
EXHIBIT "B"

ADDITIONAL AUTHORIZATION NO. 1
PAYMENT CLAUSE

The City of Lancaster shall reimburse the CONSULTANT for actual costs, including labor costs and employee benefits incurred by the CONSULTANT in performance of the work for Additional Authorization No. 1, in an amount not to exceed \$48,964.00, for a total amount not to exceed \$168,912.75.

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

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



Hady Izadpanah, Senior Principal Engineer
Stantec Consulting Services, Inc.

Original Contract Amount:	\$119,948.75
Additional Authorization No. 1 Amount:	\$ 48,964.00
Total Amount Not To Exceed:	\$168,912.75

NO. 2 – ADDITIONAL AUTHORIZATION FOR CONSULTANT SERVICES

TO: Hady Izadpanah, Senior Principal Engineer
Stantec Consulting Services, Inc.
111 East Victoria Street
Santa Barbara, CA 93101-2018

Under terms of our Professional Services Agreement dated April 21st, 2015, you are authorized to proceed with the following consulting services:

Project Name: PWCP 13-015, 20th Street West, Lancaster Boulevard to Avenue J Street Rehabilitation and Repair.

Original Authorization: \$119,948.75

Additional Authorization 1: \$48,964.00

This Authorization: \$12,766.00

Total Not To Exceed: \$181,678.75

Date Required: May 23, 2017

Project Manager: Vickie Zhao

ACCEPTED:



Hady Izadpanah, Senior Principal Engineer
Stantec Consulting Services, Inc.

4/4/2017

Date

AUTHORIZED:

Jeff Hogan
Development Services Director

Date

VZ:pjp

EXHIBIT "A"

SCOPE OF SERVICES

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

The work to be performed under this Additional Authorization No. 2 shall include:

SEE ATTACHED

"Exhibit A"



March 10, 2017
File: 2064101400

Attention: Vickie Zhao, Assistant Engineer
615 West H Street
Lancaster, CA 93534-2461

Dear Vickie,

Reference: PWCP 13-015 20th Street West Street Improvements – Landscape, Irrigation and Sidewalk Improvements – Additional Authorization #2

PROJECT UNDERSTANDING

The City has requested that Stantec provide additional services to prepare a traffic signal modification plan for the intersection of 20th Street West and Lancaster Blvd., to expand the street lighting plans by converting 3 street lights on SCE wooden utility poles to new LS-3 poles and to redesign three (3) curb ramp locations with smaller radii.

AUTHORIZATION

Should you require additional information or wish to discuss this proposal further, please contact me. If the proposal is satisfactory, it is our understanding that the City will issue an additional authorization to our existing Agreement that will expire in April 2017.

Regards,

Stantec Consulting Services Inc.

A handwritten signature in blue ink, appearing to read 'Derek Rapp'.

Derek Rapp
Principal
Phone: (805) 963-9538 x.157
Derek.Rapp@stantec.com

Design with community in mind

"Exhibit A"



March 10, 2017
Vickie Zhao
Page 2 of 3

Reference: PWCP 13-015 20th Street West Street Improvements – Landscape, Irrigation and Sidewalk Improvements – Additional Authorization #2

EXHIBIT A

ADDITIONAL SCOPE OF SERVICES

1. Expand the current street lighting plan to include three additional LS-3 street light poles. Update voltage drop calculations, line diagrams, etc.
2. Prepare traffic signal modification plan.
3. Revise curb ramp details.



"Exhibit B"

March 10, 2017
Vickie Zhao
Page 3 of 3

Reference: PWCP 13-015 20th Street West Street Improvements – Landscape, Irrigation and Sidewalk Improvements – Additional Authorization #2

PROPOSED ADDITIONAL FEE

Our services will be performed on a "time and materials" basis, not to exceed, broken down as follows:

Street Lighting Plan	\$1,518
Traffic Signal Modifications	\$7,600
Curb Ramp Details	\$3,648
TOTAL	\$12,766

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

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

EXHIBIT "B"

ADDITIONAL AUTHORIZATION NO. 2
PAYMENT CLAUSE

The City of Lancaster shall reimburse the CONSULTANT for actual costs, including labor costs and employee benefits incurred by the CONSULTANT in performance of the work for Additional Authorization No. 2, in an amount not to exceed \$12,766.00, for a total amount not to exceed \$181,678.75.

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

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



Hady Izadpanah, Senior Principal Engineer
Stantec Consulting Services, Inc.

Original Contract Amount:	\$119,948.75
Additional Authorization No. 1 Amount:	\$ 48,964.00
Additional Authorization No. 2 Amount:	\$12,766.00
Total Amount Not To Exceed:	\$181,678.75

STAFF REPORT
City of Lancaster

NB 1
04/25/17
MVB

Date: April 25, 2017

To: Mayor Parris and City Council Members

From: Vern Lawson, Economic Development Director

Subject: **Purchase & Sale Agreement with Mark E. Thompson and Appropriation of \$174,079 in Proposition C Funds**

Recommendations:

- a. Approve the Purchase & Sale Agreement with Mark E. Thompson for APN 3133-003-006 to provide additional public parking in the downtown area.
- b. Appropriate \$174,079 from available Proposition C fund balance to expenditure Account No. 209-4540-912 for the acquisition.

Fiscal Impact:

The \$174,079 purchase price will come from available Proposition C fund balance.

Background:

The downtown district, known as “The BLVD,” has been a focal point for the City of Lancaster for a number of years. Following an intensive streetscape transformation project in 2010 as well as the installation of a number of public amenities, including the Lancaster Museum of Art & History (MOAH) and American Heroes Park, the BLVD has flourished. Approximately 60 new businesses have launched in the area, catalyzing the construction or rehabilitation of more than 200,000 square feet of commercial space. Vacancy rates have dropped drastically while pedestrian traffic has increased more than 650% since construction.

With this growth comes an increased demand for public parking, both during workdays and on weekends. Historically, the City has taken a proactive approach in regards to downtown parking, acquiring a number of lots for public use throughout the district to ensure that adequate facilities are consistently available for our residents. During the week, this specific lot can be used by downtown residents to assemble and form van and carpools for commuting purposes. In the evenings and on weekends, the lot may be used for additional public parking for local businesses.

With new retail uses planned for the western end of the BLVD and negotiations underway for more to come, staff recommends that the City continue its proactive approach by purchasing another lot in this area to make available for public use. The proposed parcel, currently owned by Mark Thompson, consists of approximately 0.3 acres and is located on Kildare Avenue just west of Gadsden. This location ideally positions the parking lot to serve patrons of the downtown area and businesses. In addition, the lot presently divides two existing City public parking easements; thus, its purchase would create a contiguous public parking lot.

The purchase of this parcel will facilitate the continued growth of jobs and retail options in the downtown area while simultaneously providing a needed amenity for Lancaster residents.

VL:CD

Attachment:

Purchase & Sale Agreement

**PURCHASE AND SALE AGREEMENT
AND
JOINT ESCROW INSTRUCTIONS**

This **PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS** (“Agreement”) is made and entered into by and between the **CITY OF LANCASTER**, a California municipal corporation (“City” or “Buyer”), and **THE MARK E. THOMPSON 2004 TRUST** (“Seller”) for acquisition by Buyer of all of Seller’s interests, tangible and intangible, in that certain Property defined and described below. The Effective Date of this Agreement shall be April 25, 2017.

RECITALS

A. Seller is the fee owner of approximately 13,155 square feet of real property currently used as a parking lot, located in the City of Lancaster, California, designated as Assessor’s Parcel Number 3133-003-006, and legally described in Exhibit “A” attached hereto and made a part hereof.

B. Buyer is a California municipal corporation, organized and operating pursuant to the laws of the State of California, and is authorized to take properties by condemnation and to hold, use and enjoy such properties as necessary to fully exercise its powers.

C. Buyer desires to acquire the Property, as defined in Section 1 below, from Seller for public purposes, including, but not limited to, creating public parking.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

1. Purchase and Sale. Seller hereby agrees to sell the Property to Buyer, and Buyer hereby agrees to purchase the Property from Seller, on the terms and conditions set forth in this Agreement. Seller shall convey to Buyer fee simple, marketable title with the condition of title for the Property meeting the requirements of Section 3(b) herein. The term “Property” is defined inclusively and collectively for and under this Agreement as the following:

(a) The fee interest in that certain real property designated as Assessor’s Parcel Number 3133-003-006 and further described in Exhibit A (“Fee Parcel”);

(b) All improvements, if any, located on the Fee Parcel;

(c) All rights, privileges, easements, licenses and interests, both tangible and intangible, appurtenant to the Fee Parcel, including, without limitation, all royalties, minerals, oil and gas rights and profits, water and water rights (whether or not appurtenant) derived from the Fee Parcel that are owned by Seller;

(d) All moveable and immovable personal property, equipment, supplies, furniture, and fixtures owned by Seller and located at the Fee Parcel, if any, as of the Closing;

(e) All licenses, permits, authorizations and approvals issued by governmental authorities with respect to the Property, if any.

2. Purchase Price; Payment of Purchase Price; Settlement, Release and Waiver: FF&E.

(a) **All Inclusive Purchase Price.** As consideration for the sale of the Property from Seller to Buyer, Buyer shall make the sum of One Hundred Seventy-Four Thousand Seventy-Nine Dollars (\$174,079) (“Purchase Price”) payable to Seller at the Closing.

(b) **Deposit of Purchase Price in Escrow.** Buyer shall, two (2) business days prior to the Closing, deposit with the escrow officer (“Escrow Holder”) immediately available funds in the amount of the Purchase Price, together with funds necessary to cover all of the Buyer’s Charges and any Prorations charged to Buyer.

(c) **Full and Complete Settlement, Release and Waiver.** The Purchase Price is all-inclusive and shall remain total compensation paid by Buyer to Seller for all of Seller’s interests in the Property, inclusive of any and all rights or obligations which exist or may arise out of Buyer’s acquisition of the Property, including without limitation, Seller’s fee interest in the land, all improvements pertaining to the realty, all other improvements, furnishings, fixtures, and equipment located thereon, severance damages, if any, alleged pre-condemnation damages, if any, alleged loss of business goodwill, if any, eligible costs directly attributed to the development of the Property, relocation benefits and assistance, if any, costs, interest, attorney’s fees, and any claim whatsoever of, by, or through Seller that may arise out of or relate in any respect to Buyer’s acquisition of the Property from Seller. Seller is and will be fully satisfied that the Purchase Price is fair and adequate consideration for all interests in the Property and that it is all-inclusive compensation for the Property.

In furtherance of the foregoing paragraph, Seller understands that Buyer would not have entered into this Agreement without Seller’s agreement to (i) sell the Property for an all-inclusive Purchase Price and (ii) knowingly, voluntarily, and intentionally waive according to the terms set forth herein, any and all of Seller’s interest in or right to any relocation assistance or benefits under the Relocation Laws (defined below) and for any other or further compensation or consideration for the Property and all interests therein or arising therefrom. Therefore, the Purchase Price has been determined by and is inclusive of Seller’s agreement hereunder to fully release and discharge Buyer from all and any manner of rights, demands, liabilities, obligations, claims, or causes of action, in law or equity, of whatever kind or nature, whether known or unknown, whether now existing or hereinafter arising (“Claims”), which arise from or relate in any manner to (i) the sale of the Property to the extent such claims are based on the fact that Buyer is a public entity; (ii) the relocation of any person or persons or other occupant or occupants located on the Property, including the specific waiver and release of any right to any relocation benefits, advisory or other assistance, and/or payments under the Relocation Laws as to whom this waiver and release is effective, notwithstanding that such relocation assistance, benefits and/or payments may be otherwise required under said Relocation Laws or other state or federal law; and (iii) compensation for any interest in the Property or income from the Property including, but not limited to, land and improvements, fixtures, furniture, or equipment thereon, goodwill, severance damage, leases or other contracts relating to the Property, attorneys’ fees, or any other compensation of any nature whatsoever.

For the purposes of this Agreement, the term “Relocation Laws” shall mean all applicable federal and state relocation laws and regulations, including without limitation, (i) the relocation obligations of the Uniform Relocation Assistance and Real Property Acquisition Policies

Act of 1970 (“URA”), 42 U.S.C. 4201–4655, and the implementing regulation thereto set forth in 49 CFR Part 24, (ii) the California Relocation Assistance Act, Government Code Section 7260, *et seq.* and the implementing regulations thereto in Title 25, Section 6000, *et seq.* of the Code of Regulations, (iii) any other applicable federal, state or local enactment or regulation providing for relocation assistance, benefits, or compensation for moving and for property interests (including without limitation goodwill and furnishings, fixtures and equipment, and moving expenses), and (iv) any federal law or regulation prohibiting payment of relocation benefits or assistance to persons ineligible for relocation benefits or assistance.

By releasing and forever discharging claims both known and unknown which are related to or which arise under or in connection with, the items set out in Section 2(c) above, the Seller expressly waives any rights under California Civil Code Section 1542, which provides:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

Seller’s Initials

3. Escrow and Title Matters.

(a) Escrow and Closing.

(i) Opening of Escrow. For the purposes of this Agreement, the escrow (“Escrow”) shall be deemed opened on the date that Escrow Holder receives a copy of this Agreement fully executed by Seller and executed and attested by Buyer (“Opening of Escrow”). Buyer and Seller shall use reasonable efforts to cause the Opening of Escrow to occur on or before five (5) business days after the Effective Date. Escrow Holder shall promptly notify Buyer and Seller in writing of the date of the Opening of Escrow. Buyer and Seller agree to execute, deliver and be bound by any reasonable or customary supplemental Escrow instructions or other instruments reasonably required by Escrow Holder to consummate the transaction contemplated by this Agreement (“Escrow Instruments”); provided, however, that no instrument shall be inconsistent or in conflict with, amend or supersede any portion of this Agreement. If there is any conflict or inconsistency between the terms of an Escrow Instrument and the terms of this Agreement, then the terms of this Agreement shall control. Without limiting the generality of the foregoing, no Escrow Instrument shall extinguish any obligations imposed by this Agreement or any other contract between Seller and Buyer.

(ii) Closing. For purposes of this Agreement, the “Closing” shall be the date the Grant Deed is recorded pursuant to applicable law in the Official Records of Los Angeles County. Unless changed in writing by Buyer and Seller, the Closing shall occur on or before May 25, 2017 (“Outside Closing Date”). If the Closing has not, for any reason, occurred by the Outside Closing Date, then either Buyer or Seller may terminate this Agreement by delivering written notice to the other at any time after the Outside Closing Date; provided, however, that if there is a Seller Default or a Buyer Default under this Agreement at the time of the termination, then the termination

shall not affect the rights and remedies of the non-defaulting party against the defaulting party. If neither party so elects to terminate this Agreement and the Escrow, Escrow Holder shall close the Escrow as soon thereafter as Buyer's and Seller's Conditions Precedent to the Closing are satisfied pursuant to Sections 7(a) and 7(b) of this Agreement.

(b) Title Matters.

(i) Buyer's Title Policy. Concurrently with the Closing, the Title Company shall issue the "Buyer's Title Policy" to Buyer in accordance with the following instructions: The Buyer's Title Policy shall be a CLTA, at the option of Buyer, owner's policy of title insurance without arbitration provisions in the amount of the Purchase Price, showing fee title to the Property vested solely in the City of Lancaster, a California municipal corporation, free and clear of all recorded and unrecorded liens, encumbrances, assessments, easements, and leases and showing all property taxes and assessments as paid, and subject to removal of the following exceptions shown on Part Two of Schedule B of that certain proforma Owner's Policy of Title Insurance issued by Chicago Title Insurance Company with respect to the Property, a copy of which is attached hereto as Exhibit E and incorporated herein ("Proforma Title Policy"): Exception Nos. 5 & 6. The Buyer's Title Policy shall include CLTA Endorsements 100-CCRs and encroachments (modified owners), CLTA 116.7 – compliance with Subdivision Map Act, CLTA 129- single tax parcel, ALTA Endorsement 17.1 – access to W. Kildare Street (insures easement in Schedule A) and an endorsement deleting the arbitration condition in Buyer's Title Policy. The premium for the Buyer's Title Policy and any endorsements required by Buyer shall be charged to Buyer.

(ii) No New Liens or Exceptions. Buyer hereby objects to any and all liens and exceptions to title not shown on the Proforma Title Policy and approved pursuant to Section 3(b)(i). Further, during the period commencing on the Effective Date and continuing until the Closing, Seller agrees it shall not cause any new or modified lien or encumbrance to title to become of record against the Property, unless such lien or encumbrance is approved in writing by Buyer. Each and every new lien or encumbrance shall be subject to Buyer's prior written consent and unless and until approved by Buyer shall be deemed a disapproved exception to title that shall be removed by Seller at Seller's sole cost as a condition to the Closing. Seller shall not be obligated to remove any lien or encumbrance except for monetary liens and any new or modified lien or encumbrance as described in the preceding sentences.

4. Seller's Delivery of Property Documents. Within ten (10) days after the Effective Date, Seller shall deliver to Buyer complete, true, and legible copies of the following items (collectively, "Property Documents"):

(i) Copies of tax bills, including assessments, if any.

(ii) Proof of Sellers' authority and authorization to enter into this Agreement and to consummate this transaction as may be reasonably requested by Buyer and the Title Company.

(iii) Each and every contract, agreement, license and lease relating to and/or affecting the Property, specifying which of such contracts, agreements, licenses, and/or leases are anticipated to bind Buyer or affect the Property following the Close of Escrow or extension by mutual agreement, if any, with the exception of the Title Documents which shall be handled as set forth in Section 3(b).

5. Buyer's Right of Entry and Tests of Property. From and after the Effective Date through the earlier to occur of the termination of this Agreement or fifteen (15) days following the Effective Date, Seller hereby grants to and agrees that Buyer and Buyer's employees, agents, consultants and contractors shall have the right to enter upon the Property during normal business hours, provided 24 hours prior notice has been given to Seller, for the purpose of conducting any physical and legal inspections, investigations, assessments, tests, and studies as Buyer in its sole discretion elects to make or obtain, including, but not limited to, investigations with regard to zoning, building codes and other governmental regulations; engineering tests; surveying; soils, seismic and geologic reports; environmental audits, inspections and studies; environmental investigation or other invasive or subsurface testing; and any other physical or legal inspections and/or investigations, including without limitation the presence, release, and/or absence of adverse soils conditions, adverse groundwater conditions, asbestos, lead based paint, and/or Hazardous Materials, as hereinafter more fully defined and described (collectively, "Tests"). In conducting such Tests, Buyer and its employees, agents and contractors shall: (i) not damage any part of the Property, except as may occur in the course of commercially reasonable testing and inspection; (ii) not injure or otherwise cause bodily harm to Seller or its agents and employees; (iii) comply with all applicable laws; (iv) promptly pay when due the costs of all tests, investigations, and examinations done with regard to the Property; (v) not permit any liens to attach to the Property by reason of the exercise of its rights hereunder; and (vi) promptly repair any damage to the Property resulting directly from any such inspections or tests to substantially the same condition as existed prior to such testing. Prior to Buyer entering the Property, Buyer shall provide to Seller evidence of insurance covering any of Buyer's personnel accessing the Property hereunder to be covered by not less than \$1,000,000 commercial general liability insurance, insuring all activity and conduct of such person while exercising such right of access and naming Seller as additional insured. Buyer shall indemnify, defend and hold Seller harmless for, from and against any claims, costs demands, actions, liabilities, expenses (including, without limitation, reasonable attorneys' fees) and obligations (including, but not limited to, mechanics' and materialmen's liens and reasonable attorneys' fees) arising from any exercise of the right of entry granted Buyer under this Section 5; provided, however, the indemnity shall not extend to (a) protect Seller from any pre-existing liabilities for matters merely discovered by Buyer (e.g., latent environmental contamination) or (b) any liens, claims, causes of action, damages, liabilities or expenses that are attributable to the action or inaction of Seller or its agent or employees. Buyer's indemnity obligations under this Section 5 shall survive any termination of this Agreement.

6. Due Diligence Notices.

(a) Buyer's Due Diligence Notice. Buyer shall notify Seller in writing on or before May 25, 2017 ("Contingency Date";) of Buyer's approval or disapproval in its sole and absolute discretion of the Property Documents and of the condition of the Property as disclosed by the Tests ("Buyer's Due Diligence Notice"). Any disapproval shall state the matters objected to and the action Seller would be required to take to remediate or cure the objectionable matters to Buyer's satisfaction.

(i) Provided that Seller has delivered the Property Documents to Buyer within the time set forth in Section 4(a), Buyer's failure to deliver the Buyer's Due Diligence Notice on or before the Contingency Date shall be deemed Buyer's approval of the Property Documents, approval of the condition of the Property, and election to proceed with the purchase of the Property.

(b) Seller's Due Diligence Response Notice. In the event Buyer timely delivers its Buyer's Due Diligence Notice disapproving any Property Documents or any condition of the

Property, Seller shall have five (5) days from receipt of Buyer's Due Diligence Notice to deliver written notice to Buyer ("Seller's Due Diligence Response Notice") of Seller's election in its sole and absolute discretion to do any of the following: (i) decline to remediate all such conditions and to terminate Escrow and this Agreement; or (ii) correct and/or remediate certain (but not all) of the objectionable conditions at its sole cost prior to the Close of Escrow; or (iii) correct and/or remediate all objectionable conditions at its sole cost prior to the Close of Escrow.

(i) Pursuant to choice (i) in subsection (b) of this section, if Seller's Due Diligence Response Notice informs Buyer of Seller's election to terminate Escrow rather than remediate all or certain objectionable conditions, or if Seller fails to deliver Seller's Due Diligence Response Notice within the time required, the Agreement shall terminate .

(ii) Pursuant to choice (ii) in subsection (b) of this section, if Seller's Due Diligence Response Notice informs Buyer of Seller's election to correct certain of the objectionable conditions, then Buyer shall have the right, by a second written notice delivered to Seller within five (5) days after Buyer's receipt of Seller's Due Diligence Response Notice, to agree to accept the Property subject to one or more of the objectionable conditions that Seller will not correct ("Buyer's Second Due Diligence Notice"). Buyer's Second Due Diligence Notice shall list the objectionable conditions remaining that Buyer is willing to accept. In response to Buyer's Second Due Diligence Notice , Seller may elect, in its sole discretion, to either (A) accept Buyer's Second Due Diligence Notice and proceed to correct the objectionable conditions listed in its notice and proceed with the sale of the Property to Buyer, with Buyer taking the Property at the Close of Escrow subject to such remaining objectionable conditions without any adjustment to or credit against the Purchase Price (subject to Seller's correction of certain conditions to be corrected as listed in Seller's Due Diligence Response Notice), or (B) reject Buyer's Second Due Diligence Notice and terminate the Escrow.

(A) If Seller accepts Buyer's Second Due Diligence Notice, then the correction of and/or completion of the remediation or removal of objectionable conditions listed in the Seller's Due Diligence Notice shall be deemed to be one of the Buyer's Conditions Precedent to Closing under Section 7 below, and Buyer and Seller shall exercise good faith efforts to agree in writing to extend the date of the Closing, if necessary, to allow those certain conditions to be corrected and completed.

(iii) Pursuant to choice (iii) in subsection (b) of this section, if Seller's Due Diligence Response Notice informs Buyer of Seller's election to correct all of the objectionable conditions, then the completion of the correction and/or remediation or other removal of all objectionable conditions shall be deemed to be one of the Buyer's Conditions Precedent to Closing under Section 7 below, and Buyer and Seller shall exercise good faith efforts to agree in writing to extend the date of the Closing, if necessary, to allow all conditions to be corrected and completed.

7. Conditions Precedent to Close of Escrow and Termination Rights.

(a) **Buyer's Conditions Precedent.** The Closing and Buyer's obligation to buy the Property and to consummate the transaction contemplated by this Agreement are subject to the timely satisfaction or written waiver of the following conditions precedent (collectively, "Buyer's Conditions Precedent") on or before the Closing or such earlier time as provided for herein, which are for Buyer's benefit only.

(i) No Termination as a Result of Buyer's Due Diligence Review. This Agreement shall not have terminated pursuant to Section 6 as a result of Buyer's review and inspection of title to, the Property Documents relating to, and the Tests on the Property.

(ii) Buyer's Title Policy. Chicago Title shall, upon payment of Title Company's regularly scheduled premium, have agreed to provide Buyer's Title Policy for the Property upon the Closing, in accordance with Section 3(b).

(iii) Natural Hazard Disclosure Statement. If required by Government Code Sections 8589.3, 8589.4, 51183.5, or Public Resources Code Sections 2621.9, 2694, or 4136, Seller shall cause the Title Company to deliver to Buyer a Natural Hazard Disclosure Statement pursuant to AB 1195 on or before the date that is fifteen (15) days after the Opening of Escrow.

(iv) Delivery of Documents. Seller shall deliver all items and documents as set forth in Sections 8 and 17(a). Seller acknowledges that full, complete, correct and legible copies of any and all Property Documents (including all contracts, agreements, licenses and leases affecting the Property) must be provided to Buyer pursuant to Section 4(a) and that Buyer shall have full right to review and approve or disapprove any and all such Property Documents as a Buyer's Condition Precedent to the Closing.

(v) Representations and Warranties. All representations and warranties of Seller contained in this Agreement shall be true and correct in all respects as of the Effective Date and as of the Closing.

(vi) No Seller Default. As of the Closing, there shall be no Seller Default under this Agreement.

(vii) Termination of Agreements; Vacancy of Property. Except to the extent expressly disclosed in writing to Buyer (and approved by Buyer), Seller shall have terminated any and all contracts affecting and/or relating to the Property and any and all leases and licenses for space at the Property. All tenants, licensees, or other occupants shall have permanently vacated the Property. Seller shall cause to be removed and/or terminated, at Seller's sole cost and expense, any and all contracts, agreements, leases, licenses and easements relating to and/or affecting the Property, except to the extent such instruments are permitted and approved by Buyer pursuant to Sections 3(b) and 6 above.

(b) Seller's Conditions Precedent. The Closing and Seller's obligation to sell the Property and consummate the transaction contemplated by this Agreement are subject to the timely satisfaction or written waiver of the following conditions precedent (collectively, "Seller's Conditions Precedent") on or before the Closing or such earlier time as provided for herein, which are for Seller's benefit only:

(i) No Termination as a Result of Buyer's Due Diligence Review. This Agreement shall not have terminated pursuant to Section 3(b) or 6 as a result of Buyer's review and inspection of title, the Property Documents, and/or the Property.

(ii) No Buyer Default. As of the Closing, there shall be no Buyer Default under this Agreement.

(iii) Representations and Warranties. All representations and warranties of Buyer contained in this Agreement shall be true and correct in all respects as of the Effective Date and as of the Closing.

(iv) Delivery of Funds and Documents. Buyer shall have delivered all funds and documents and other items described in Section 9.

(c) **Waiver.** Buyer may at any time or times, at its election in its sole and absolute discretion, waive any of the Buyer's Conditions Precedent set forth in Section 7(a), but any such waiver shall be effective only if contained in a writing signed by Buyer and delivered to Seller and Escrow Holder. Seller may at any time or times, at its election in its sole and absolute discretion, waive any of the Seller's Conditions Precedent set forth in Section 7(b) above, but any such waiver shall be effective only if contained in a writing signed by Seller and delivered to Buyer and Escrow Holder.

(d) **Termination.** In the event that each of the Buyer's Conditions Precedent set forth in Section 7(a) is not fulfilled by the Outside Closing Date, or such earlier time period as provided for herein or waived by Buyer pursuant to Section 7(c), and provided there is no Buyer Default under this Agreement, Buyer may at its option terminate this Agreement and the Escrow opened hereunder. In the event each of the Seller's Conditions Precedent set forth in Section 7(b) is not fulfilled by the Outside Closing Date, or such earlier time period as provided for herein or waived by Seller pursuant to Section 7(c), and provided there is no Seller Default under this Agreement, Seller may at its option terminate this Agreement and the Escrow opened hereunder. Notwithstanding the foregoing, if Escrow is not in a position to close due to a party's failure to deposit into Escrow any documents or funds required for the Closing, the non-defaulting party shall not have the right to terminate this Agreement without first having given the defaulting party notice of the default and five (5) days to cure the default, with the understanding that it is the parties' desire that this Agreement not terminate as a result of a technicality such as a party's inadvertent failure to timely make a deposit of a document or money into Escrow. No termination under this Agreement shall release either party then in default from liability for such default. In the event this Agreement is terminated, (i) all documents and funds delivered by Seller to Buyer or Escrow Holder shall be returned immediately to Seller, provided there is no Seller Default, and likewise (ii) all documents and funds delivered by Buyer to Seller or Escrow Holder shall be returned immediately to Buyer.

(i) If Escrow fails to close due to a party's default or breach, the defaulting or breaching party shall pay all Escrow Cancellation Charges. If Escrow fails to close for any other reason, each party shall pay one-half of all Escrow Cancellation Charges. The term "Escrow Cancellation Charges" herein shall mean all fees, charges and expenses actually charged by Escrow Holder and the Title Company to the parties in connection with the cancellation of the Escrow and the title order, if any.

8. Seller's Deliveries to Escrow Holder. At least two (2) business days prior to the Closing, except as to possession of the Property which shall be delivered as of Closing, Seller shall deposit or cause to be deposited with Escrow Holder the following items, duly executed and, where appropriate, acknowledged:

(a) **Seller's Charges.** Immediately available funds in the amount necessary to pay Seller's Charges as set forth in Section 11(a) herein; provided, however, that instead of

depositing such funds into Escrow Seller shall have the right to have Seller's Charges deducted from the sale proceeds due to Seller.

(b) **Grant Deed.** The Grant Deed in the form attached hereto as Exhibit B ("Grant Deed"), duly executed by Seller and acknowledged.

(c) **Licenses, Certificates, and Permits.** To the extent the same are within the possession, custody or control of Seller and are applicable and/or transferable to Buyer, all original licenses, certificates and permits pertaining to the Property and beneficial for, or necessary for, or affecting the use or occupancy thereof.

(d) **Keys.** Keys, if any, to all doors, gates and equipment and utility structures, and any other keys relating to, the Property, including mailbox keys, to the extent such keys are in the possession, custody or control of Seller;

(e) **FIRPTA/Tax Exemption Forms.** Transferors' Certification of Non Foreign Status in the form attached hereto as Exhibit C ("FIRPTA Certificate") (unless Seller is a "foreign person," as defined in Section 1445 in the Internal Revenue Code of 1986), together with any necessary tax withholding forms, and a duly executed California Form 593-C, as applicable ("California Exemption Certificate").

(f) **Possession of Property.** At Closing, possession of the Property shall be delivered to Buyer. Seller shall remove from title all encumbrances that Seller is required to remove pursuant to Section 3(b), if any.

(g) **Authority.** Such proof of Seller's authority and authorization to enter into this Agreement and to consummate this transaction as may be reasonably requested by Buyer and the Title Company.

(h) **Further Documents or Items.** Any other documents or items reasonably required to cause the Closing of the transaction contemplated by this Agreement as determined by the Escrow Holder.

9. Buyer's Deliveries to Escrow. At least two (2) business days prior to the Closing, Buyer shall deposit or cause to be deposited with Escrow Holder the following, each duly executed and acknowledged by Buyer as appropriate:

(a) **Purchase Price.** The Purchase Price and additional funds necessary to pay Buyer's Charges set forth in Section 11(b) herein and Buyer's share of the Prorations. In the event Seller does not qualify for an exemption from California withholding tax under Section 18662 of the California Revenue and Taxation Code, as evidenced by the delivery at Closing of the California Exemption Certificate duly executed by Seller, Title Company shall withhold three and one-third percent (3 1/3%) of the Purchase Price on behalf of Buyer for payment to the California Franchise Tax Board in accordance with Section 11(c) hereof. In the event Seller is not exempt from such withholding or does not otherwise deliver the California Exemption Certificate at Closing, Buyer shall execute and deliver three (3) originals of California Form 597 to Title Company at or immediately after Closing.

(b) **Certificate of Acceptance.** An original Certificate of Acceptance executed by Buyer to be attached to the Grant Deed.

(c) **Final Escrow Instructions.** Buyer's final written Escrow instructions to close Escrow in accordance with the terms of this Agreement.

(d) **Further Documents or Items.** Any other documents or items reasonably required to cause the Closing of the transaction contemplated by this Agreement as determined by the Escrow Holder.

10. Tax Adjustment Procedure. Escrow Holder is authorized and is instructed to comply with the following tax adjustment procedure:

(a) **Delinquent Taxes.** Pay and charge Seller for any unpaid delinquent property taxes and/or penalties and interest thereon, and for any delinquent assessments or bonds against the Property.

(b) **Proration.** Escrow is not to be concerned with proration of Seller's taxes for the current fiscal year. Seller's prorata portion of taxes due at close of Escrow, shall be cleared and paid by Seller, outside Escrow, pursuant to provisions of Section 5082 through 5090 of the Revenue and Taxation Code of the State of California.

(c) **Refund of Taxes.** After the Closing of the Escrow, Seller shall have the right in Seller's sole discretion to apply to the Los Angeles County Tax Collector for refund of any excess property taxes paid by Seller with respect to the Property, so long as no proration or credit for such taxes was provided to Seller through the Escrow. This refund would apply to the period after the Closing and Buyer's acquisition of the Property pursuant to Revenue and Taxation Code Section 5096.7.

11. Escrow Holder Authorization. Escrow Holder is authorized to and shall pay, charge and perform the following:

(a) **Seller Charges.** Pay and charge Seller for any amount necessary to cause the removal of any title matters that Seller agreed to remove pursuant to Section 3(b) and to convey fee simple, marketable title pursuant to the requirements of this Agreement (collectively, "Seller's Charges").

(b) **Buyer Charges.** Pay and charge Buyer for all Escrow fees, all charges for recording the Grant Deed and all title insurance premiums for the Buyer's Title Policy and endorsements requested by Buyer (collectively, "Buyer's Charges").

(c) **Tax Requirements.** Escrow Holder shall prepare and file with all appropriate governmental or taxing authorities a uniform settlement statement, closing statement, tax withholding forms including an IRS 1099 S form, and be responsible for withholding taxes, if any such forms and/or withholding is provided for or required by law.

(i) **California Withholding.** In the event Seller does not qualify for an exemption from California withholding tax under Section 18662 of the California Revenue and Taxation Code ("Tax Code") as evidenced by the delivery to Buyer at Closing of the California

Exemption Certificate duly executed by Seller, (i) Escrow Holder shall withhold three and one-third percent (3 1/3%) of the Purchase Price on behalf of Buyer at Closing for payment to the California Franchise Tax Board in accordance with the Tax Code, (ii) Buyer shall deliver three (3) duly executed originals of California Form 597 to Escrow Holder at or immediately after Closing, (iii) two (2) executed originals of California Form 597 shall be delivered by Escrow Holder to Seller, and (iv) on or before the 20th day of the month following the month title to the Property is transferred to Buyer (as evidenced by the recording of the Grant Deed), Escrow Holder shall remit such funds withheld from the Purchase Price, together with one (1) executed original of California Form 597 to the California Franchise Tax Board on behalf of Buyer. Buyer and Seller hereby appoint Escrow Holder as a reporting entity under the Tax Code, authorized to withhold and remit the withholding tax contemplated under the Tax Code, together with such other documents required by the Tax Code (including, without limitation, California Form 597), to the California Franchise Tax Board.

(ii) **FIRPTA Withholding.** Unless Seller is not a “foreign person” under the Foreign Investment in Real Property Transfer Act or an exemption applies, the Escrow Holder shall deduct and withhold from Seller’s proceeds ten percent (10%) of the gross sales price and shall otherwise comply with all applicable provisions of the Foreign Investment in Real Property Act and any similar state act. Seller agrees to execute and deliver Exhibit C, as directed by Escrow Holder, or any instrument, affidavit, and statement, and to perform any act reasonably necessary to comply with the provisions of the Foreign Investment in Real Property Act and any similar state act and regulation promulgated thereunder.

(d) **Closing Statement.** Escrow Holder is instructed to prepare and provide copies of a proposed closing statement and thereafter the final closing statement (“Closing Statement”) to both Seller and Buyer. Escrow Holder shall deliver the estimated Closing Statement to Seller and Buyer no later than three (3) business days prior to the Closing Date.

(e) **Escrow Holder Responsibility.** The responsibility of the Escrow Holder under this Agreement is limited to Sections 1 through 12, and to its liability under any policy of title insurance issued in regard to this transaction.

12. Closing Procedure. On the Closing Date, and provided all of the Buyer’s Conditions Precedent and Seller’s Conditions Precedent have been satisfied or waived in writing by the appropriate party as set forth in Section 7, Escrow Holder shall immediately close Escrow in the manner and order provided below.

(a) **Recording.** Escrow Holder shall cause the Grant Deed to be recorded pursuant to applicable law in Los Angeles County and obtain conformed copies thereof for distribution to Buyer and Seller.

(b) **Disburse Funds.** Escrow Holder shall debit or credit (as provided herein) all charges and Prorations to Buyer and Seller and withhold funds pursuant to Section 11. The Purchase Price (less any amounts required to be withheld as provided in Section 11) shall be distributed by check payable to Seller unless Escrow Holder is instructed otherwise in writing signed by Seller (and, in such event, in accordance with such instructions).

(c) **Documents to Seller.** Escrow Holder shall deliver to Seller a conformed copy of the Grant Deed and a copy of each other document deposited into Escrow by Buyer pursuant hereto.

(d) **Documents to Buyer.** Escrow Holder shall deliver to Buyer the original FIRPTA Certificate, the original California Exemption Certificate (as applicable), a conformed copy of the Grant Deed and each other document (or copies thereof) deposited into Escrow by Seller pursuant hereto, including, without limitation, those documents referenced in Section 8.

(e) **Title Company.** Escrow Holder shall cause the Title Company to issue the Buyer's Title Policy to Buyer.

(f) **Closing Statement.** Escrow Holder shall forward to both Buyer and Seller a separate accounting of all funds received and disbursed for each party in the form of the Closing Statement prepared pursuant to Section 11.

(g) **Informational Reports.** Escrow Holder shall file any informational reports required by Internal Revenue Code Section 6045(e), as amended.

(h) **Possession.** Possession of the Property shall be delivered to Buyer at the Closing.

13. Representations and Warranties.

(a) **Seller's Representations and Warranties.** In consideration of Buyer entering into this Agreement and as an inducement to Buyer to purchase the Property, Seller makes the following representations and warranties as of the Effective Date and continuously as of the Closing, each of which is material and is being relied upon by Buyer (and the truth and accuracy of which shall constitute a condition precedent to Buyer's obligations hereunder), and all of which shall survive Closing:

(i) Seller, at the time of execution of this Agreement, is in legal possession of the Property and holds title to the Property in fee simple absolute and is the lawful owner of and has good, indefeasible title to the Property.

(ii) Seller has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transaction contemplated hereby.

(iii) By the Closing, all such necessary action will have been taken to authorize the consummation of the transaction contemplated hereby. By the Closing no additional consent of any individual, director, manager, shareholder, partner, member, trustee, trustor, beneficiary, creditor, investor, judicial or administrative body, governmental authority or other party shall be required for Buyer to consummate the transaction contemplated by this Agreement.

(A) In this regard, if applicable, Seller shall deliver or cause delivery to Buyer and Title Company of true and complete copies of each requisite action or authorization (corporate, trust, partnership or otherwise) that has been taken by Seller or will be taken (immediately after taking such action prior to Closing) when in connection with entering into this Agreement and execution of the instruments referenced herein.

(iv) The individuals executing this Agreement and the instruments referenced herein on behalf of Seller have the legal power, right and actual authority to bind Seller to the terms and conditions hereof and thereof.

(v) Neither the execution and delivery of this Agreement and the documents or instruments referenced herein, nor incurring the obligations set forth herein, nor the consummation of the transaction contemplated herein, nor compliance with the terms of this Agreement and the documents or instruments referenced herein or therein conflict with or result in the material breach of any terms, conditions or provisions of, or constitute a default under, any bond, note or other evidence of indebtedness or any contract, indenture, mortgage, deed of trust, loan, lease or other agreement or instrument (a) to which Seller is a party, or (b) that affect the Property of which Seller has actual or constructive knowledge, including, but not limited to, any of the Property Documents.

(vi) To the best of Seller's actual knowledge, there are no actions, suits, claims, legal proceedings, or any other proceedings affecting the Property or any portion thereof, at law, or in equity before any court or governmental agency, domestic or foreign.

(vii) To the best of Seller's actual knowledge, there are no actions or proceedings pending or threatened against Seller, before any court or administrative agent in any way connected with or relating to the Property, or affecting Seller's ability to fulfill all of its obligations under this Agreement.

(viii) Seller has made no written or oral commitments to or agreements with any governmental authority or agency, other than Buyer, materially and adversely affecting the Property, or any part thereof, or any interest therein, which will survive the Closing. Seller has entered into no understanding or agreement with any taxing or assessing authority respecting the imposition or deferment of any taxes or assignments respecting the Property.

(ix) To the best of Seller's actual knowledge, Seller is not in default of its obligations under any contract, agreement or instrument to which Seller is a party pertaining to the Property. To the best of Seller's actual knowledge, no document supplied to Buyer by Seller contains any untrue statement of a material fact, and to the best of Seller's actual or constructive knowledge no document omits any facts that would be necessary, in the circumstances, to make the document supplied not misleading.

(x) To the best of Seller's actual knowledge, there are no encroachments onto the Property by improvements on any adjoining property, nor do any buildings or improvements located on the Property encroach on other properties.

(xi) There are no mechanics', materialmen's or similar claims or liens presently claimed or which will be claimed against the Property for work performed or commenced for Seller or on Seller's behalf prior to the Effective Date of this Agreement. Seller agrees to indemnify, defend, and hold Buyer and its elected and appointed officials, officers, employees, contractors, and agents harmless from all costs, expenses, liabilities, losses, charges, and fees, including attorney fees, arising from or relating to any such lien or any similar lien claims against the Property and arising from work performed or commenced for Seller or on Seller's behalf at any time prior to Closing.

(xii) Except as may be revealed in the Proforma Title Policy and the Property Documents delivered to Buyer by Seller, to the best of Seller's actual knowledge, there are no contracts, licenses, commitments, undertakings or other written or oral agreements for services, supplies or materials concerning the use, operation, maintenance, or management of the Property that will be binding upon Buyer or the Property after the Closing. There are no oral contracts or other oral agreements for services, supplies or materials, affecting the use, operation, maintenance or management of the Property to which Seller is a party or of which Seller has actual knowledge and/or constructive knowledge.

(xiii) Except as revealed in the Proforma Title Policy and the Property Documents delivered to Buyer by Seller, to the best of Seller's actual knowledge, there are not any written or oral contracts, leases, licenses, or contractual rights or options to lease, purchase, or otherwise enjoy possession, rights or interest of any nature in and to the Property or any part thereof, and except to the extent expressly otherwise agreed by Buyer, no person other than Buyer shall have any right of possession to the Property or any part thereof as of the Closing.

(A) As of the Effective Date, Seller agrees not to enter into any leases, licenses or easements in the Property (or any part thereof), or grant any other rights of access, use or occupancy to the Property (or any part thereof) without the prior written approval of Buyer, which may be granted or denied in Buyer's sole and absolute discretion.

(B) Seller further agrees to indemnify, defend and hold Buyer harmless and reimburse Buyer for any and all of its losses and expenses occasioned by reason of any leases, licenses, easements or other rights of access with respect to the Property granted by Seller to third parties after the Effective Date.

(xiv) Except as revealed in the Proforma Title Policy and the Property Documents delivered to Buyer by Seller pursuant to Section 4(a), Seller shall not allow, consent to, or otherwise permit any encumbrance, lien, or other exception to title to become of record or affect title to the Property during the period from the Effective Date through the Closing Date, unless such encumbrance, lien, or other exception is expressly pre-approved by Buyer in its sole and absolute discretion.

(xv) Neither Seller nor, to the best of Seller's knowledge, any previous owner, tenant, occupant, or user of the Property used, generated, released, discharged, stored, or disposed of any Hazardous Materials on, under, in, or about the Property, or transported any Hazardous Materials to or from the Property.

(xvi) To the best of Seller's actual and/or constructive knowledge the Property complies with all applicable laws and governmental regulations including, without limitation, all applicable federal, state, and local laws pertaining to air and water quality, hazardous waste, waste disposal, and other environmental matters, including, but not limited to, the Clean Water, Clean Air, Federal Water Pollution Control, Solid Waste Disposal, Resource Conservation Recovery and Comprehensive Environmental Response Compensation and Liability Acts, and the California Environmental Quality Act, and the rules, regulations, and ordinances of the City, the California Department of Health Services, the Regional Water Quality Control Board, the State Water Resources Control Board, the Environmental Protection Agency, and all applicable federal, state, and local agencies and bureaus

(xvii) Until the Closing, Seller shall, upon learning of any fact or condition, which would cause any of the warranties and representations in this Section not to be true as of the close of Escrow, immediately give written notice of such fact or condition to Buyer.

As used herein, the term “actual knowledge” shall mean the actual, current knowledge of Seller and shall not impose any duty of investigation or inquiry and the term “constructive knowledge” shall mean implied knowledge due to any notice or other document addressed to and evidenced to have been sent to Seller, and any other document in the Seller’s possession and control.

(b) Subsequent Changes to Seller’s Representations and Warranties. If, prior to the Closing, Buyer or Seller should learn, discover or become aware of any existing or new item, fact or circumstance which renders a representation or warranty of Seller set forth herein incorrect or untrue in any respect (collectively, the “Seller Representation Matter”), then the party who has learned, discovered or become aware of such Seller Representation Matter shall promptly give written notice thereof to the other party and Seller’s representations and warranties shall be automatically limited to account for the Seller Representation Matter. Buyer shall have the right to approve or disapprove any such change and to terminate this Agreement by written notice to Seller if Buyer reasonably disapproves any such change; provided, however Seller shall first have the opportunity to cure the Seller Representation Matter. If Buyer does not elect to terminate this Agreement, Seller’s representation shall be qualified by such Seller Representation Matter and Seller shall have no obligation to Buyer for such Seller Representation Matter.

(c) Buyer’s Representations and Warranties. In consideration of Seller entering into this Agreement and as an inducement to Seller to sell the Property, Buyer makes the following representations and warranties as of the Effective Date and at and as of the Closing, each of which is material and is being relied upon by Seller, the truth and accuracy of which shall constitute a condition precedent to Seller’s obligations hereunder, and all of which shall survive Closing:

(i) As of the Effective Date, all requisite governmental action has been taken by Buyer in connection with entering into this Agreement and the instruments referenced herein; and, by the Closing, all such necessary action will have been taken to authorize the consummation of the transaction contemplated hereby. By the Closing Date, no additional consent of any individual, judicial or administrative body, governmental authority or other party shall be required for Buyer to consummate the transaction contemplated by this Agreement; provided there is no material change in the terms or provisions hereof.

(ii) Subject to (c)(i) above, as of the Effective Date, the individuals executing and attesting this Agreement and the instruments referenced herein on behalf of Buyer have the legal power, right and actual authority to bind Buyer to the terms and conditions hereof and thereof.

(iii) Neither the execution and delivery of this Agreement and the documents and instruments referenced herein, nor incurring the obligations set forth herein, nor the consummation of the transaction contemplated herein, nor compliance with the terms of this Agreement and the documents and instruments referenced herein conflict with or result in the material breach of any terms, conditions or provisions of, or constitute a default under, any bond, note or other evidence of indebtedness or any contract, indenture, mortgage, deed of trust, loan,

partnership agreement, lease or other agreement or instrument to which Buyer is a party or by which any of Buyer's properties are bound.

(d) **Subsequent Changes to Buyer's Representations and Warranties.** If, prior to the Closing, Seller or Buyer should learn, discover or become aware of any existing or new item, fact or circumstance which renders a representation or warranty of Buyer set forth herein incorrect or untrue in any respect (collectively, the "Buyer's Representation Matter"), then the party who has learned, discovered or become aware of such Buyer's Representation Matter shall promptly give written notice thereof to the other party and Buyer's representations and warranties shall be automatically limited to account for the Buyer's Representation Matter. Seller shall have the right to approve or disapprove any such change and to terminate this Agreement by written notice to Buyer if Seller reasonably disapproves any such change; provided, however Buyer shall first have the opportunity to cure the Buyer's Representation Matter. If Seller does not elect to terminate this Agreement, Buyer's representation shall be qualified by such Buyer's Representation Matter and Buyer shall have no obligation to Seller for such Buyer's Representation Matter.

14. Conveyance of Property in its "AS IS" and "WHERE-IS" Condition; Release and Waiver of Claims.

(a) **AS-IS" and "WHERE-IS" Purchase and Sale.** Upon and as of the Closing, Buyer acknowledges that, except for Seller's express representations, warranties, indemnity under Section 13(a), and covenants made in this Agreement and/or in any of the documents referred to in this Agreement or delivered at each Closing (collectively, "Seller's Express Obligations"), (i) Buyer is purchasing the Property in its "AS IS" and "WHERE IS" condition, "WITH ALL FAULTS", and Seller is selling the Property in its "AS IS" and "WHERE IS" condition "WITH ALL FAULTS;" (ii) neither Seller nor its agents have made any warranties or representations, express or implied, oral or written, regarding any aspect or matter pertaining to the Property or its use including: (a) the physical condition, zoning, use, value and/or the income or profits which may or may not be derived therefrom, its intended use, or other condition of the Property; (b) its merchantability; (c) its fitness for a particular purpose; (d) the physical condition, zoning, use, value, intended use, or other condition of any neighboring property; (e) the existence or availability of utilities or other services, or the right to obtain utilities or other services; (f) the existence, applicability, availability, validity, or enforceability of any entitlements, development rights, approvals, permits, or agreements related or appurtenant to the operation, ownership, development, construction, maintenance, use, service, or management of the Property; (g) the compliance of the Property with any laws, ordinances, regulations or codes of any governmental agency, including any environmental laws and/or any land use laws; (h) the classification of the property for ad valorem purposes; or (i) any other rights or interests conveyed, assigned, or transferred to Buyer under or pursuant to this agreement (collectively, (a) through (i) shall be referred to as "Property Matters"). Buyer further acknowledges and agrees that the provisions of this Section 14 and in particular this "AS IS" and "WHERE IS" condition "WITH ALL FAULTS" disclaimer provision were a material factor in the determination of the Purchase Price to be paid by Buyer to Seller for the Property. This Section 14 shall survive any termination of this Agreement (including any termination as a result of Seller's default) and each Closing without any period of limitations.

(b) **Release & Waiver of Claims.** Except with respect to Seller's Express Obligations, Seller shall not be responsible or liable to Buyer for any defect, errors, or omissions in or relating to the operation, ownership, development, maintenance, use, service, or management, entitlement of, or construction of any improvements on or related to, the Property, latent or

otherwise, or on account of any other conditions affecting the Property. Except with respect to any of Seller's Express Obligations, Buyer, on its own behalf and on behalf of anyone claiming by, through, or under Buyer, to the maximum extent permitted by applicable law, hereby fully and irrevocably releases and discharges Seller, any parent, subsidiary, or affiliate entity of Seller and each such entity's and Seller's employees, officers, directors, members, managers, shareholders, partners, attorneys, agents, and representatives and their respective heirs, successors, and assigns (the "**Seller Parties**") from and against any and all claims, obligations, actions, causes of action, suits, debts, liens, liabilities, injuries, damages, judgments, losses, demands, orders, penalties, settlements, costs penalties, forfeitures and expenses of any kind or nature whatsoever (including reasonable attorneys' fees and costs and all litigation, mediation, arbitration and other dispute resolution costs and expenses), and regardless of whether based on tort, contract, statute, regulation, common law, equitable principles or otherwise (the "Claims"), that it may now have or hereafter acquire against Seller and the Seller Parties that arise from or are related to the Property, the Property Information and the Property Matters, including any acts, defects, errors, or omissions in or relating to the operation, ownership, development, maintenance, use, service, or management, entitlement of, or construction of any improvements on or related to, the Property, or other conditions affecting the Property.

15. Seller's Covenants re Hazardous Materials.

(a) **Hazardous Materials.** Seller shall not cause or permit the presence, use, generation, release, discharge, storage, or disposal of any Hazardous Materials on, under, in, or about, or the transportation of any Hazardous Materials to or from, the Property; provided, however, the foregoing shall not apply to Hazardous Materials that migrate onto the Property from other property or from sources other than Seller or a party acting under the direction or control of Seller. Seller shall comply with all applicable Environmental Laws in Seller's use, ownership and operation of the Property.

(i) As used in this Agreement, the term "Hazardous Materials" or "Hazardous Material" shall mean any substance, material, or waste which is or becomes, regulated by any local governmental authority, the State, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste," "extremely hazardous waste," or "restricted hazardous waste" under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) friable asbestos, (vii) lead based paint (viii) polychlorinated biphenyls, (ix) methyl tertiary butyl ether, (x) designated as "hazardous substances" pursuant to Section 311 of the Clean Water Act (33 U.S.C. §1317), (xi) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. §§6901, et seq. (42 U.S.C. §6903) or (xii) defined as "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§9601, et seq.

(ii) As used in this Agreement, the term “Environmental Laws” shall mean any state or local law, statute, ordinance or regulation pertaining to environmental regulation, contamination or cleanup of any Hazardous Materials, including, without limitation: (i) Sections 25115, 25117, 25122.7 or 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) Section 311 of the Clean Water Act (33 U.S.C. Section 1317), (vi) Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Sections 6901 et seq. (42 U.S.C. Section 6903), (vii) Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Sections 9601 et seq., or (viii) any state or federal lien or “superlien” law, any environmental cleanup statute or regulation, or any permit, approval, authorization, license, variance or permission required by any governmental authority having jurisdiction.

(b) Hazardous Materials Indemnification. Seller agrees to and hereby does indemnify, defend and hold Buyer and the Agency and their respective officers, employees and agents harmless from and against any claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage, or expense (including, without limitation, attorneys’ fees and expert witness fees) (hereinafter collectively referred to as the “Claims”), resulting from, arising out of, or based upon (i) the presence, release, use, generation, discharge, storage, or disposal of any Hazardous Materials on, under, in, or about, or the transportation of any such materials to or from, the Property in violation of applicable Environmental Laws, whenever discovered and/or (ii) the environmental, soils, or physical condition of the Property, and/or (iii) the violation, or alleged violation, of any statute, ordinance, order, rule, regulation, permit, judgment, or license relating to the presence, use, generation, release, discharge, storage, disposal, or transportation of Hazardous Materials on, under, in, or about, to or from, the Property whenever discovered, to the extent such Claims result from, arise from, or are based upon actions or inactions occurring prior to the Closing. This indemnity shall include, without limitation, any Claims for personal injury including sickness, disease or death, tangible or intangible property damage, compensation or lost wages, business income, profits or other economic loss, damage to the natural resource or the environment, nuisance, pollution, contamination, leak, spill, release, or other adverse effect on the environment. This indemnity shall not include any Claim directly resulting from, arising out of, or based upon the grossly negligent activities of the Buyer, or any of their officers, employees, or agents. This indemnity shall survive the Closing.

16. Default and Remedies.

(a) Seller Default. The term “Seller Default” shall mean Seller’s failure to timely perform a material obligation of Seller under this Agreement within five (5) business days following written notice from Buyer describing Seller’s failure to perform. In the event of a Seller Default, Buyer, as its sole and exclusive remedies: (i) may terminate this Agreement, or (ii) shall be entitled to the remedy of specific performance.

(b) Buyer Default. The term “Buyer Default” shall mean Buyer’s failure to timely perform a material obligation of Buyer under this Agreement within five (5) business days following written notice from Seller describing Buyer’s failure to perform. In the event of a Buyer Default, Seller, as its sole and exclusive remedy, may terminate this Agreement.

17. Acquisition of Property for Public Purposes; Sale under Threat of Condemnation. Buyer is acquiring the Property from Seller for public purposes and its purchase of the Property is in contemplation of the use of the Property for a public parking lot and related uses, and this negotiated acquisition arose during Buyer's investigations of the possibility of acquisition of such Property for such public purposes. Seller has only agreed to enter into this Agreement with Buyer under the threat of Buyer's exercise of its power of eminent domain. In the event this negotiated sale did not occur, Buyer informs Seller that subject to and pending its completion of the necessary statutory procedures set forth in Government Code Section 7267 *et seq.*, and Code of Civil Procedure Section 1230.010, *et seq.*, the Buyer's staff would have taken the steps thereunder to seek authorization from Buyer's governing board, and staff was prepared to recommend to City Council initiation of the steps to acquire the Property for public purposes pursuant to Government Code Section 7267 *et seq.*, and Code of Civil Procedure Section 1230.010, *et seq.*, including providing notice to Seller of its opportunity to be heard and to agendaize, consider, and take action on a resolution of necessity under Code of Civil Procedure Section 1245.230 *et seq.*, and that this negotiated acquisition was made in compliance with the statutory procedures of Government Code Section 7267, *et seq.* Nothing herein is intended to be, or serve as, any tax advice from Buyer to Seller, and Seller is not in any way construing or relying on any communications or advice by Buyer, or Buyer's representations herein, in any way as any type of tax advice or opinion.

(a) **Seller's Release and Waiver of Eminent Domain Rights.** Seller voluntarily, willingly, and intentionally has caused to be prepared and Seller will execute and provide to Buyer a separate written agreement under which Seller waives, releases and forever relinquishes any and all rights conferred on Seller by the provisions of Code of Civil Procedure Section 1230.010, *et seq.* with regard to the Property. Seller thereby and hereby expressly acknowledges that Seller has been advised of its rights regarding notice, resale, leaseback and other rights provided under Code of Civil Procedure Sections 1245.245, 1263.510 and 1263.615 and expressly, intentionally, knowingly, and with advice of its legal counsel waives, releases and forever relinquishes its rights thereunder, as set forth more fully in that certain "Owner's Release and Waiver of Rights under Eminent Domain Law," in substantially the form attached hereto as Exhibit D and incorporated herein, the execution of which agreement shall be and is hereby deemed to be one of Buyer's Conditions Precedent to Closing of Section 7(a).

18. General Provisions.

(a) **Loss or Damage to Improvements.** Loss or damage to the Property including any improvements thereon, by fire, other casualty, or acts of God, occurring at any time prior to the Closing shall be at the sole risk of Seller.

(b) **Access and Maintenance.** The Seller shall retain reciprocal ingress and egress access pursuant to the terms set forth in Exhibit F hereto. The Seller shall also have the right to park in the public lot, the City shall be responsible for lot maintenance and for keeping the parking substantially the same as it is currently configured. The Seller shall also retain access to the three southernmost parking spaces at the west property line in the remainder lot, as well as access to the trash enclosure, in perpetuity.

(c) **Notices.** All notices, demands, requests or other communications required or permitted hereunder (collectively, "Notices") shall be in writing, shall be addressed to the receiving party, and shall be personally delivered, sent by overnight mail (Federal Express or another carrier

that provides receipts for all deliveries), or sent by certified mail, postage prepaid, return receipt requested, to the address listed below:

If to Seller: c/o Mark E. Thompson, Trustee
857 W. Lancaster Blvd.
Lancaster, CA 93534
Telephone No.: (661) 945-5868
Fax No.: (661) 723-7089

With a copy to: N/A

If to Buyer: City of Lancaster
44933 Fern Avenue,
Lancaster, CA 93534
Attention: City Manager
Telephone No.: (661) 723-6000

With a copy to: Stradling Yocca Carlson & Rauth
660 Newport Center Drive, Suite 1600
Newport Beach, California 92660
Attention: Allison E. Burns, Esq.
Tel. (949) 725-4187
Fax No.: (949) 823-5187

All Notices shall be effective upon receipt at the appropriate address. Notice of change of address shall be given by written Notice in the manner detailed in this Section. Rejection or other refusal to accept or the inability to deliver because of changed address of which no Notice in accordance with this Section was given shall be deemed to constitute receipt of such Notice. The providing of copies of Notices to the parties' respective counsels is for information only, is not required for valid Notice and does not alone constitute Notice hereunder.

(d) Brokers. Buyer and Seller each represent to the other that no brokerage commission, finder's fee or other compensation of any kind is due or owing to any person or entity in connection with this Agreement. Each party agrees to and does hereby indemnify and hold the other free and harmless from and against any and all costs, liabilities or causes of action or proceedings which may be instituted by any broker, agent or finder, licensed or otherwise, claiming through, under or by reason of the conduct of the indemnifying party in connection with this Agreement.

(e) Waivers and Consents. Each provision of this Agreement to be performed by Buyer and Seller shall be deemed both a covenant and a condition and shall be a material consideration for Seller's and Buyer's performance hereunder, as appropriate, and any breach thereof by Buyer or Seller shall be deemed a material default hereunder; provided however that failure of a condition hereunder shall not be deemed or determined to be a default unless such condition is also a covenant. Either party may specifically and expressly waive in writing any portion of this Agreement or any breach thereof, but no such waiver shall constitute a further or continuing waiver of a preceding or succeeding breach of the same or any other provision. A waiving party may at any

time thereafter require further compliance by the other party with any breach or provision so waived. The consent by one party to any act by the other for which such consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such consent for the same or any similar acts in the future. No waiver or consent shall be implied from silence or any failure of a party to act, except as otherwise specified in this Agreement. All rights, remedies, undertakings, obligations, options, covenants, conditions and agreements contained in this Agreement shall be cumulative and no one of them shall be exclusive of any other.

(f) Construction. The parties acknowledge and agree that (a) each party is of equal bargaining strength; (b) each party has actively participated in the drafting, preparation and negotiation of this Agreement; (c) each party has consulted with such party's own independent counsel and such other professional advisors, if at all, as each party has deemed appropriate, relating to any and all matters contemplated under this Agreement; (d) each party and such party's counsel and advisors, if so elected by the party, have reviewed this Agreement; (e) each party has agreed to enter into this Agreement following such review and the rendering of such advice, if so elected by the party; and (f) any rule of construction to the effect that ambiguities are to be resolved against the drafting parties shall not apply in the interpretation of this Agreement, or any portions hereof, or any amendments hereto.

(g) Cooperation. Buyer and Seller agree to execute such instruments and documents and to diligently undertake such actions as may be required in order to consummate the purchase and sale herein contemplated and shall use all reasonable efforts to accomplish the Closing in accordance with the provisions hereof.

(h) Time. Time is of the essence of every provision herein contained. In the computation of any period of time provided for in this Agreement or by law, the day of the act or event from which said period of time runs shall be excluded, and the last day of such period shall be included, unless it is a Friday, Saturday, Sunday, or legal holiday, in which case the period shall be deemed to run until 5:00 p.m. of the next day that is not a Friday, Saturday, Sunday, or legal holiday. Except as otherwise expressly provided herein, all time periods expiring on a specified date or period herein shall be deemed to expire at 5:00 p.m. on such specified date or period.

(i) Counterparts; Facsimile Signatures. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument. A facsimile signature shall be deemed an original signature.

(j) Captions. Any captions to, or headings of, the sections or subsections of this Agreement are solely for the convenience of the parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

(k) No Obligations to Third Parties. Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the parties to this Agreement to, any person or entity other than the parties hereto.

(l) Amendment to this Agreement. The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the parties hereto.

(m) Jurisdiction and Venue. This Agreement shall be governed by and constructed in accordance with the laws of the State of California. The parties consent to the jurisdiction of the California Courts with venue in Los Angeles County.

(n) Exhibits and Schedules. The exhibits and schedules attached hereto are incorporated herein by this reference for all purposes.

(o) Entire Agreement. This Agreement (along with the Owner's Release and Waiver of Rights under Eminent Domain Law described in Section 17(a) and the other Exhibits hereto) supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between, and the final expression of, Buyer and Seller with respect to the subject matter hereof. The parties hereto expressly agree and confirm that this Agreement (along with the Owner's Release and Waiver of Rights under Eminent Domain Law described in Section 17(a) and the other Exhibits hereto) is executed without reliance on any oral or written statements, representations or promises of any kind which are not expressly contained in this Agreement. No subsequent agreement, representation or promise made by either party hereto, or by or to an employee, officer, agent or representative of either party hereto shall be of any effect unless it is in writing and executed by the party to be bound thereby.

(p) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the permitted successors and assigns of the parties hereto.

(q) Assignment. Seller shall not assign this Agreement without the prior written consent of the Buyer, which consent shall not unreasonably be withheld. The City Administrator is authorized, on behalf of the Buyer, to assign the Buyer's interest in this Agreement to the Agency at any time, without obtaining Seller's consent but after written notice to Seller of such Assignment.

(r) Nondiscrimination. There shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Property, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the Property. The foregoing covenants shall run with the land.

[Signatures appear on the following page]

IN WITNESS WHEREOF, the parties hereto have executed this Purchase and Sale Agreement and Joint Escrow Instructions as of the day and year first written above.

“SELLER”

THE MARK E. THOMPSON 2004 TRUST

By: _____
Mark E. Thompson, Trustee

“BUYER”

CITY OF LANCASTER,
a California municipal corporation

Mark V. Bozigian, City Manager

ATTEST:

Britt Avrit, City Clerk

APPROVED AS TO FORM:

Stradling Yocca Carlson & Rauth
City Attorney

Acceptance by Escrow Holder:

_____, on behalf of Escrow Holder, hereby acknowledges that Escrow Holder has received a fully executed copy of the foregoing Purchase and Sale Agreement and Joint Escrow Instructions by and between _____, collectively as Seller, and the City of Lancaster, a California municipal corporation, as Buyer, and agrees to act as Escrow Holder thereunder and to be bound by and strictly perform the terms thereof as such terms apply to Escrow Holder.

Dated: _____, 2017

Chicago Title,
Escrow Holder

EXHIBIT A

LEGAL DESCRIPTION—FEE PARCEL

PARCEL 1 The Easterly 60 feet of the Westerly 177 feet of Lot 2 in Block 30 of the Town of Lancaster, as per map recorded in Book 5, pages 470 and 471 of Miscellaneous Records, in the Office of the County Recorder of said County, EXCEPT the Southerly 159 00 feet of said land.

PARCEL 2 An easement over the parcel described as the Westerly 117 feet of Lot 2 in Block 30 of the Town of Lancaster, as per Map recorded in Book 5, page 470 et seq., of Maps, in the Office of the County Recorder of said County, except the Southerly 186 feet of said land [hereinafter referred to as the "Servient Tenement"], for the benefit of the 2 parcels described as: 1) The Easterly 60 feet of the Westerly 177 feet of Lot 2 in Block 30 of the Town of Lancaster, as per map recorded in Book 5, pages 470 and 471 of Miscellaneous Records, in the Office of the County Recorder of said County. EXCEPT the Southerly 159.00 feet of said land, and 2) The Southerly 159 feet of the Easterly 60 feet of the Westerly 177 feet of Lot 2, in Block 30 of the Town of Lancaster, as per map recorded in Book 5, pages 470 and 471 of Miscellaneous Records, in the Office of the County Recorder of said County [which 2 parcels are hereinafter sometimes referred to as the "Dominant Tenements"], sufficient to guarantee the owners and invitees of the Dominant Tenements the right of ingress and egress from Kildare Street over the Servient Tenement, as the Dominant Tenements now exist or as the Dominant Tenements may be developed in the future, sufficient to meet any governmental requirements for such access.

The easement as so granted shall conform, to the extent possible under applicable governmental regulations, to the following description:

An easement for ingress and egress as aforesaid over an "L" shaped strip of land, said "L" shaped strip of land being a portion of Servient Tenement, each branch of which shall be not less than twenty-six feet in width, with the centerline of each branch of which being described as follows:

Beginning at a point in the Northerly line of said Lot 2, said point being 81 feet Easterly of the Northwesterly corner of said Lot 2; thence Southerly and parallel to the Westerly line of said Lot 2 to a point 186 feet Northerly of the Southerly line of Lot 2; which point is referred to as the southerly terminus of the centerline of the North-South branch of the "L" shaped strip of land; then from a point on said centerline of the North-South branch of the "L" shaped strip of land thirteen feet North of the Southerly terminus of the centerline of the North-South branch of the "L" shaped strip of land, thence Easterly and parallel to said Southerly line of said Lot 2 to a point in the Easterly line of the Westerly 117 feet of said Lot 2, said point being the terminus of the centerline of the East-West branch of the L-shaped strip of land.

Subject to all taxes, conditions, rights, reservations, assessments, restrictions, liens, encumbrances, and easements of record.

APN 3133-003-006

EXHIBIT B

GRANT DEED

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

City of Lancaster,
44933 Fern Avenue,
Lancaster, CA 93534
Attention: City Clerk

(Space above this line for Recorder's Use Only)

This document is exempt from the payment of a recording fee pursuant to Government Code Section 27383.

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **The Mark E. Thompson 2004 Trust** ("Grantor"), hereby grants to the **CITY OF LANCASTER**, a California municipal corporation, that certain real property located in the County of Los Angeles, State of California, more particularly described on **Schedule 1** attached hereto and incorporated herein by this reference.

IN WITNESS WHEREOF, Grantor has executed this Grant Deed as of April 25, 2017.

THE MARK E. THOMPSON 2004 TRUST

By: _____

Its: _____

SCHEDULE 1 TO GRANT DEED

LEGAL DESCRIPTION—FEE PARCEL

PARCEL 1 The Easterly 60 feet of the Westerly 177 feet of Lot 2 in Block 30 of the Town of Lancaster, as per map recorded in Book 5, pages 470 and 471 of Miscellaneous Records, in the Office of the County Recorder of said County, EXCEPT the Southerly 159 00 feet of said land.

PARCEL 2 An easement over the parcel described as the Westerly 117 feet of Lot 2 in Block 30 of the Town of Lancaster, as per Map recorded in Book 5, page 470 et seq., of Maps, in the Office of the County Recorder of said County, except the Southerly 186 feet of said land [hereinafter referred to as the "Servient Tenement"], for the benefit of the 2 parcels described as. 1) The Easterly 60 feet of the Westerly 177 feet of Lot 2 in Block 30 of the Town of Lancaster, as per map recorded in Book 5, pages 470 and 471 of Miscellaneous Records, in the Office of the County Recorder of said County. EXCEPT the Southerly 159.00 feet of said land, and 2) The Southerly 159 feet of the Easterly 60 feet of the Westerly 177 feet of Lot 2, in Block 30 of the Town of Lancaster, as per map recorded in Book 5, pages 470 and 471 of Miscellaneous Records, in the Office of the County Recorder of said County [which 2 parcels are hereinafter sometimes referred to as the "Dominant Tenements"], sufficient to guarantee the owners and invitees of the Dominant Tenements the right of ingress and egress from Kildare Street over the Servient Tenement, as the Dominant Tenements now exist or as the Dominant Tenements may be developed in the future, sufficient to meet any governmental requirements for such access.

The easement as so granted shall conform, to the extent possible under applicable governmental regulations, to the following description:

An easement for ingress and egress as aforesaid over an "L" shaped strip of land, said "L" shaped strip of land being a portion of Servient Tenement, each branch of which shall be not less than twenty-six feet in width, with the centerline of each branch of which being described as follows:

Beginning at a point in the Northerly line of said Lot 2, said point being 81 feet Easterly of the Northwesterly corner of said Lot 2; thence Southerly and parallel to the Westerly line of said Lot 2 to a point 186 feet Northerly of the Southerly line of Lot 2; which point is referred to as the southerly terminus of the centerline of the North-South branch of the "L" shaped strip of land; then from a point on said centerline of the North-South branch of the "L" shaped strip of land thirteen feet North of the Southerly terminus of the centerline of the North-South branch of the "L" shaped strip of land, thence Easterly and parallel to said Southerly line of said Lot 2 to a point in the Easterly line of the Westerly 117 feet of said Lot 2, said point being the terminus of the centerline of the East-West branch of the L-shaped strip of land.

Subject to all taxes, conditions, rights, reservations, assessments, restrictions, liens, encumbrances, and easements of record.

APN 3133-003-006

STATE OF CALIFORNIA)
) ss
COUNTY OF _____)

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Notary Public

[SEAL]

STATE OF CALIFORNIA)
) ss
COUNTY OF _____)

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Notary Public

[SEAL]

SCHEDULE 2 TO GRANT DEED

**CERTIFICATE OF ACCEPTANCE
(Grant Deed)**

This is to certify that the interest in real property conveyed by the foregoing Grant Deed dated April 25, 2017, executed by Mark Thompson, for the benefit of the **CITY OF LANCASTER**, a California municipal corporation (“City”), is hereby accepted by the undersigned officer on behalf of City pursuant to authority conferred by action of the City Council adopted on April 25, 2017, and City consents to recordation thereof by its duly authorized officer.

Dated: _____

CITY OF LANCASTER, a California municipal corporation,

By: _____
City Manager

EXHIBIT C

FIRPTA CERTIFICATE

TRANSFERORS' CERTIFICATE OF NON FOREIGN STATUS

To inform the **CITY OF LANCASTER** ("Transferee"), that withholding of tax under Section 1445 of the Internal Revenue Code of 1986, as amended ("Code") will not be required upon the transfer of that certain real property to the Transferee by **The Mark E. Thompson Trust** ("Transferor"), the undersigned hereby certifies the following:

1. The Transferor, The Mark E. Thompson Trust, is not a foreign person or citizen, foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Code and the Income Tax Regulations promulgated thereunder);

2. The Transferor's social security number or U.S. employer identification number are as follows:

for **Mark E. Thompson 2004 Trust**

Social Security number: 549-70-0877

3. The Transferor's home or office address is:

Mark E. Thompson 2004 Trust
c/o Mark E. Thompson, Trustee
857 W. Lancaster Blvd.
Lancaster, CA 93534

The Transferor understands that this certification may be disclosed to the Internal Revenue Service by the Transferee and that any false statement contained herein could be punished by fine, imprisonment or both. Under penalty of perjury, I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document.

TRANSFEROR:

MARK E. THOMPSON 2004 TRUST

By: _____
Its: _____

EXHIBIT D

OWNER'S RELEASE AND WAIVER OF RIGHTS UNDER EMINENT DOMAIN LAW

This **OWNER'S RELEASE AND WAIVER OF RIGHTS UNDER EMINENT DOMAIN LAW** is made and entered into this 25 day of April, 2017 by and between the **CITY OF LANCASTER**, a California municipal corporation ("City"), and **Mark E. Thompson Trust** ("Owner") relating to that certain real property located in Lancaster, California, APN: 3133-003-006 ("Property"). The Property is legally described in Exhibit A to that certain Purchase and Sale Agreement and Joint Escrow Instructions made and entered into as of April 25, 2017 by and between the City, as buyer, and Owner, as seller ("Purchase Agreement"). For good, valuable and adequate consideration Owner provides the following release and waiver of eminent domain rights to City.

1. **Owner.** Owner is the fee owner of the Property.

2. **Intended General Waiver of Eminent Domain Law and Other Laws.** Based on Owner's independent decision and judgment, Owner expressly, knowingly, voluntarily, and intentionally waives, releases and forever relinquishes Owner's rights under the Eminent Domain Law including, but not limited to, each and all of the rights and provisions described herein and any and all other rights available to Owner pursuant to or referenced now or hereafter in Code of Civil Procedure Section 1230.010, *et seq.*, and any and all other applicable laws and regulations related in any manner to the method, process, and proceedings to acquire Owner's interests, tangible and intangible, in the Property through the negotiated purchase and sale of the Property between the parties and/or under the threat of eminent domain by City (together "Eminent Domain Law"). In this regard Owner and City have by separate contract entered into the Purchase Agreement.

3. **Intended Waiver of Specific Provisions of Eminent Domain Law.** Based upon Owner's independent decision and judgment, Owner willingly, knowingly, voluntarily, and intentionally waives, releases and forever relinquishes any and all rights Owner may have or will have in the future as conferred on Owner by the provisions of the Eminent Domain Law with regard to any and all interests, both tangible and intangible, arising from or related in any way to the Property. In this regard and in furtherance of the intended release and waiver by Owner herein, Owner expressly acknowledges that Owner fully understands all of Owner's rights regarding notice, resale, leaseback and other rights provided under Code of Civil Procedure sections 1245.245, 1263.510 and 1263.615 including, but not limited to the following:

(a) The limitations on the use of the Property set forth in Code of Civil Procedure section 1245.245(a);

(b) The requirement that City put the Property to public use within ten (10) years or either: (a) resell the Property to the Owner; or (b) adopt a resolution of necessity reauthorizing public use of the Property pursuant to the requirements of Code of Civil Procedure section 1245.245(b) and (c);

(c) Owner's right to judicial review of the City's acquisition of the Property set forth in Code of Civil Procedure section 1245.245(d);

(d) Owner's right of first refusal under the circumstances and in accordance with the procedures set forth in Code of Civil Procedure section 1245.245(f);

(e) The requirement that the City sell the Property as surplus under the circumstances and in accordance with the procedures set forth in Code of Civil Procedure section 1245.245(g);

(f) The requirement that the City pay any financial gain to the Owner under the circumstances and in accordance with the procedures set forth in Code of Civil Procedure section 1245.245(h);

(g) The requirement that the City give written notice to Owner of the rights set forth in Code of Civil Procedure section 1245.245; and/or

(h) The requirement that the City offer the Owner a one-year leaseback agreement for the Property set forth in Code of Civil Procedure section 1263.615.

4. Civil Code Section 1542 Release. Owner intends that the waiver and release contained herein relates to both known and unknown claims that Owner may have, or claim to have, against the City with respect to the claims and rights released and waived hereby (together “Released Claims”). By releasing and forever discharging the Released Claims, both known and unknown, and any other claims which are related to or which arise under or in connection with the Released Claims, Owner expressly waives any rights under California Civil Code Section 1542, which provides:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

Owner’s Initials

In connection with this waiver and release, Owner acknowledges that Owner is aware that Owner may hereafter discover claims or facts or legal theories in addition to or different from those which they know or believe to exist with respect to the Released Claims, but that Owner’s intention hereby is to fully, finally and forever release and waive all Released Claims, known or unknown, suspected or unsuspected, which do now exist, may exist or have existed in favor of Owner under the Eminent Domain Law as it now exists or is hereafter amended. In furtherance of such intention, this release and waiver provided by Owner shall be and remain in effect as a full and complete release and waiver, notwithstanding the discovery or existence of any such additional claims, facts, or legal theories under the Eminent Domain Law or otherwise relating to the Property. Owner acknowledges and agrees that Owner’s waiver and release is an essential and material term to the Purchase Agreement conveying the Property to the City. Owner understands and acknowledges the significance and consequences of this release and waiver.

5. Consultation with Legal Counsel; Knowing and Voluntary Waiver. Owner acknowledges that Owner has consulted, or had the opportunity to consult, with legal counsel before

signing this release and wavier. In this regard Owner represents, understands, and agrees that Owner has thoroughly discussed this release and waiver and Owner's rights with Owner's own legal counsel to the full extent Owner wished to do so before signing this release and waiver, and that Owner is waiving legal claims provided by and set forth in the Eminent Domain Law by signing this release and waiver.

6. Owner's Authority. Owner represents to City that (a) to the extent not otherwise prohibited by law, Owner has the legal power, right, and authority to provide and execute this Release and Waiver of Eminent Domain Rights and to consummate the transaction contemplated by the Purchase Agreement and this Release and Waiver of Eminent Domain Rights, and (b) Owner owns the Property in fee and Owner has not assigned to any other person or entity, including any agent or heir, the rights Owner is releasing and waiving hereunder or under the Purchase Agreement. Owner further has the legal power, right, and affirmative authority to bind itself and intends to bind any and all of Owner's heirs and agents claiming by or through Owner to the terms and conditions hereof and thereof to the extent permitted by law.

7. Co-Participation in Drafting of this Release and Waiver. Owner represents and warrants that Owner and Owner's legal counsel fully participated in the drafting and terms of this release and waiver. Accordingly, any ambiguities in the terms of this release and waiver shall not be construed against the City and any rule of construction that would construe this release and waiver against the City shall not apply.

8. Severability. In the event that any provision of this release and waiver becomes or is declared by a court of competent jurisdiction to be against public policy, illegal, unenforceable, or void, this release and waiver shall continue in full force and effect without said provision. If a court of competent jurisdiction is required to interpret this release and waiver, the court shall be guided by Owner's knowing, voluntary and willing intent to grant to the City the broadest and most comprehensive release and waiver of the Eminent Domain Law possible because pursuant to the Purchase Agreement for the Property the City provided to Owner, at Owner's request and behest, substantive additional consideration for this release and waiver that would not otherwise have been provided by the City to Owner.

9. California Law. This release and waiver shall be construed in accordance with the laws of the State of California, without regard for choice of law principles.

10. Consent to Forum Selection. Owner agrees that any disputes relating to the interpretation or enforcement of this release and waiver shall be tried and litigated exclusively in the California Superior Court located in the County of Los Angeles, State of California.

11. Execution of Further Documents. From time to time, at the request of the City, and without further consideration of Owner's expense and within a reasonable period of time after a request is made, Owner agrees to execute and deliver any and all further documents and instruments, as the City may reasonably request, which may be necessary or appropriate to fully implement the provisions of this release and waiver, as and if necessary.

12. Effective Date. This release and waiver shall not become effective unless and until the Closing for the sale of the Property from Owner to City occurs under the Purchase Agreement.

OWNER:

MARK E. THOMPSON 2004 TRUST

By: _____

Its: _____

CITY:

CITY OF LANCASTER,
a California municipal corporation

Mark V. Bozigian, City Manager

ATTEST:

Britt Avrit, City Clerk

APPROVED AS TO FORM:

Stradling Yocca Carlson & Rauth
City Attorney

EXHIBIT E

PROFORMA TITLE POLICY

[Attached on following pages.]

EXHIBIT F

ACCESS EASEMENT

[To be negotiated.]

**MEMORANDUM
CITY OF LANCASTER, CA**

TO: City Council Members

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

DATE: April 25, 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 February regular Board of Directors meeting of the Antelope Valley Transit Authority (AVTA).

Background:

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

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

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

Approve Mid-Year Business Plan and proposed adjustments.

Approved the proposed Mid-Year Business Plan and adjustments. Approved 6-0-0-0.

Change Order #2 to Contract #2017-01 with Taft Electric Company for depot charging stations at the Antelope Valley Transit Authority.

Authorized the Executive Director/Chief Executive Officer to approve Change Order #2 to Contract #2017-01 with Taft Electric Company for depot charging stations at AVTA in the net amount of \$978,223. Approved 6-0-0-0.

Approval of Second Amended and Restated Executive Director/CEO Employment Agreement as amended.

Approved the Second Amended and Restated Executive Director/CEO Employment Agreement as amended. Approved 6-0-0-0.

**MEMORANDUM
CITY OF LANCASTER, CA**

TO: City Council Members

FROM: Mayor Parris

DATE: April 25, 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 March 16, 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 March 16, 2017 meeting:

1. Action appointing Director Ledford as Chairperson pro tem.
2. Election of a Chairperson of this Board was deferred.
3. Approved Estimated February 2017 Expenses in Total Amount of \$2,211,000

Local District Expenses:

Operations & Maintenance (O & M) \$1,071,000
Capital 915,000

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

Joint Administration 92,000
Technical Support 133,000

Total Expenses \$2,211,000

4. Deferred action to establish the date, time, and place for a public hearing on the report, and order publication of the required public notices to next month's meeting.

5. Received and filed the *County Sanitation District No. 14 Service Charge Report for Fiscal Year 2017-18* report.
6. Received and filed the Comprehensive Annual Financial Report of the County Sanitation Districts of Los Angeles County for the fiscal year ended June 30, 2016, which includes the annual audit required by state and federal laws.
7. 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