



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

Tuesday

August 8, 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, August 4, 2017

at the entrance to the Lancaster City Hall Council Chambers.

44933 Fern Avenue, Lancaster, CA 93534

LEGISLATIVE BODY

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

Mayor/Chair R. Rex Parris

Vice Mayor/Vice Chair Marvin Crist

Council Member/Agency Director/Authority Member Raj Malhi

Council Member/Agency Director/Authority Member Ken Mann

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

**CITY OF LANCASTER, CALIFORNIA
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AGENDA ITEMS TO BE REMOVED

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

PUBLIC BUSINESS FROM THE FLOOR - AGENDIZED ITEMS

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

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

CALL TO ORDER

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

ROLL CALL

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

INVOCATION

PLEDGE OF ALLEGIANCE

PRESENTATIONS

1. Recognition of Lancaster Community Contributor, Pastor Jacob Johnson – The Growing Valley Baptist Church
Presenter: Mayor Parris

2. Recognition of Zonta Athena Award Honoree Sandy Smith
Presenters: Mayor Parris and Zonta International Representative

3. Update on 2017 Antelope Valley Fair
Presenter: Antelope Valley Fair Association President, Howard Harris

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COUNCIL ACTIONS

MINUTES

M 1. Approve the City Council/Successor Agency/Financing/ Power/California Choice Energy Authority Regular Meeting Minutes of July 25, 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 July 2, 2017 through July 15, 2017 in the amount of **\$4,907,170.82**; approve the Check Register as presented.

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

CC 3. 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.

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CC 4. Adopt **Resolution No. 17-38**, repealing Resolution No. 00-226 and Resolution No. 00-227 and adopting a revised Records Retention Schedule.

A robust Records Retention Schedule is an important part of a systematic records management program. The retention schedule is a list of the types of records and information, in any format, received or created by the City or its vendors and consists of broad categories of information that represent a single function that may be handled by any department. It is used to outline how long records and information shall be retained by the City and has been prepared in compliance with state and federal requirements. The Records Retention Schedule is a result of a coordinated effort and staff's hard work to ensure the City appropriately retains records and information according to established regulations which protects the City from potential liability.

CC 5. Approve an agreement with ECS Imaging, Inc. in the amount of \$182,327 for **RFP 654-17, Electronic Document and Agenda Management System** and authorize the City Manager, or his designee, to sign all documents.

In December, 2016 the City advertised a Request for Proposal for an Electronic Document and Agenda Management System. The system will be used to manage, preserve and provide access for staff and members of the public to many of the City's records. The City requested proposals from vendors specializing in electronic content management systems that include software, installation, implementation, data migration, training, annual maintenance and technical support. Staff looks forward to working with ECS Imaging, Inc. to establish an electronic document management system that will provide more efficient, streamlined access to records and will allow the retention of documents in an electronic format moving forward.

CC 6. Approve Unclaimed Monies Policy establishing proper accounting and disposition of unclaimed monies in accordance with government statutes and adopted department policies and procedures.

The City collects various improvement securities (Guaranteed Deposits) associated with tentative and final maps, grading and encroachment permits, and/or other work required within City right-of-way. There are times a project may not be completed, yet the security is still retained by the City. The Unclaimed Monies Policy establishes the disposition procedures for these securities.

CC 7. Adopt **Resolution No. 17-39**, authorizing the City's participation with the statewide "One Thing for the Sun" Campaign.

On August 21, 2017, a partial solar eclipse will travel across California from about 9:02am until about 11:54am. The *One Thing for the Sun* campaign seeks to engage with people, businesses, organizations and government across California to take one action during the solar eclipse on August 21 to reduce electricity usage. This will allow California to burn fewer fossil fuels and emit fewer GHG emissions while California's solar energy production dips during the eclipse. The *One Thing for the Sun* campaign is an effort to engage Californians in our world-leading clean energy economy by demonstrating that by coming together to each do one small thing to reduce energy usage, we can have a major impact on our environment.

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CC 8. Adopt **Resolution No. 17-40**, authorizing the California Choice Energy Authority to procure energy and other related products on behalf of Lancaster Choice Energy.

On May 9, 2017, the City of Lancaster, approved an Administrative Services Agreement with California Choice Energy Authority for the purpose of facilitating the purchase and sale of electricity and other related services on behalf of their CCA. Adoption of this resolution provides authorization to California Clean Energy Authority to procure energy and other related products on behalf of Lancaster Choice Energy.

CC 9. Award **Public Works Construction Project No. 17-010, Lancaster Boulevard Bikeway and Road Diet, 10th Street West to Valley Central Way and Sierra Highway to Division Street, BTA 1112-07-LA-03**, to Hardy & Harper, Inc., of Santa Ana, California, in the amount of \$1,676,000.00 Base Bid, plus Additive Alternate A1 in the amount of \$20,000.00, for a Total Bid of \$1,696,000.00, plus a 15% contingency, to repair and resurface the roadway, repair concrete to eliminate trip hazards, install ADA improvements, bikeway improvements, and road diet enhancements; and authorize the City Manager, or his designee, to sign all documents. This contract is awarded to the lowest responsible bidder per California Public Code Section 22038 (b).

This project will repair and resurface the roadway; repair concrete sidewalk, curb and gutter to eliminate trip hazards; install ADA improvements; construct a pedestrian crossing at 12th Street West; install bikeway improvements and road diet enhancements. New traffic striping will be in accordance with the Master Plan of Trails and Bikeways. Work will be performed in compliance with the City's 2014 ADA Transition Plan, which will include reconstruction/construction of 18 curb ramps and reconstruction of 500 square feet of sidewalk at an approximate cost of \$90,000.00 and \$7,500.00, respectively.

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PUBLIC HEARING

PH 1. Avanti North Specific Plan (SP No. 15-01) on 237.25± Gross Acres Located South of Avenue K, North of Avenue K-8, East of 70th Street West, and West of 62nd Street West

Recommendations:

- a. Adopt **Resolution No. 17-41**, certifying the Final Environmental Impact Report (EIR No. 15-02) (SCH#2015111056) prepared for the Avanti North Specific Plan (SP No. 15-01), adopting required environmental facts and findings, and adopting a statement of overriding considerations, in accordance with the requirements of the California Environmental Quality Act (CEQA).
- b. Introduce **Ordinance No. 1030**, adopting the Avanti North Specific Plan (SP No. 15-01) on 237.25± gross acres bounded by Avenue K, 62nd Street West, Avenue K-8, and 70th Street West.

In 2015, CV Communities, LLC, submitted an application for the development and subdivision of 237.25± gross acres, and a specific plan (SP No. 15-01) consisting of 753 single-family lots, two neighborhood park sites, and an open space area serving storm water detention and water quality filtration purposes. The specific plan provides the City of Lancaster with policies and guidelines to ensure the efficient, orderly development of the 237.25± acre Avanti North master-planned community. The specific plan facilitates quality residential development within the City, consistent with the goals and policies of the City's General Plan, by establishing a community that is superior to the development otherwise allowable under conventional zoning regulations. The specific plan establishes the necessary framework, requirements, and guidelines to ensure that the development of the site meets the goals of providing for a diverse inventory of housing for varied household types and income levels, and providing an interconnected system of sidewalks and pathways that link residents to neighborhood parks and surrounding neighborhoods. The Planning Commission reviewed the proposed specific plan and associated environmental impact report on June 19, 2017, and voted to recommend to the Council certification of the environmental impact report and approval of the specific plan. The Commission at that time also approved Tentative Tract Map No. 73507, which would become effective at the time Specific Plan No. 15-01 becomes effective. A final environmental impact report (EIR) was prepared for the proposed project. The City Council must certify the Final EIR, and make certain findings required under the California Environmental Quality Act (CEQA) prior to approving Specific Plan No. 15-01.

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NEW BUSINESS

NB 1. Amendment to Sections 2.04.030 and 2.04.080 of the Lancaster Municipal Code relating to City Council compensation and the position of Deputy Mayor

Recommendations:

- a. Introduce **Ordinance No. 1031**, (the “Ordinance”), amending section 2.04.030 of the Lancaster Municipal Code relating to City Council compensation.
- b. Introduce **Ordinance No. 1032**, (the “Ordinance”), amending section 2.04.080 of the Lancaster Municipal Code relating to the position of Deputy Mayor.

Ordinance No. 1031 amends section 2.04.030 of the Lancaster Municipal Code to do the following: (1) make the Mayor and City Council Members eligible to participate in any continuing education and/or tuition reimbursement program the City offers to City employees, except that the mayor and each city council member shall be eligible for a maximum of \$5,000 per fiscal year in reimbursements. Ordinance No. 1032 amends Section 2.04.080 of the LMC to provide that the Deputy Mayor shall receive the following: (1) a monthly honorarium in the amount of \$75.00; (2) eligibility for individual health insurance through the City’s group health insurance plan.

NB 2. Measure R Projects Update

Recommendation:

Receive update on Measure R projects

COUNCIL REPORTS

CR 1. 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.

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CITY MANAGER / EXECUTIVE DIRECTOR ANNOUNCEMENTS

CITY CLERK / AGENCY / AUTHORITY SECRETARY ANNOUNCEMENT

PUBLIC BUSINESS FROM THE FLOOR - NON-AGENDIZED ITEMS

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

COUNCIL / AGENCY / AUTHORITY COMMENTS

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CLOSED SESSION

1. Conference with Legal Counsel – Anticipated Litigation: significant exposure to litigation pursuant to Government Code Section 54956.9(d) (2) – two potential cases.
2. Conference with Legal Counsel – Anticipated Litigation: consideration of initiation of litigation pursuant to Government Code Section 54956.9(d) (4) - two potential cases.
3. Conference with Legal Counsel--Existing Litigation - Government Code Section 54956.9(d) (1)
4. Estarella v. City of Lancaster, LASC Case No.BC527749
5. Dunnagan v. City of Lancaster, LASC Case No. BC 615917
6. Simmons v. City of Lancaster, LASC Case No. BC 615471
7. Celebron v. City of Lancaster, LASC Case No. BC 615587
8. Bootleggers 2 v. City of Lancaster, LASC Case No. BS169660
9. Byrd v. City of Lancaster, LASC Case No. MC 026025
10. Antelope Valley Groundwater Cases
Included Actions:
Los Angeles County Waterworks District No. 40 v. Diamond Farming Co.
Superior Court of California, County of Los Angeles, Case No. BC325201;
Los Angeles County Waterworks District No. 40 v. Diamond Farming Co.
Superior Court of California, County of Kern, Case No. S-1500-CV-254-348
Wm. Bolthouse Farms, Inc. v. City of Lancaster, Diamond Farming Co. v. City of Lancaster,
Diamond Farming Co. v. Palmdale Water District
Superior Court of California County of Riverside, consolidated actions;
Case Nos. RIC 353 840, RIC 344 436, RIC 344 668
Santa Clara Case No. 1-05-CV 049053

ADJOURNMENT

Next Regular Meeting:

Tuesday, September 12, 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
08/08/17
MVB

**LANCASTER
CITY COUNCIL/SUCCESSOR AGENCY/
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MINUTES
July 25, 2017**

CALL TO ORDER

Vice Mayor/Vice Chair Crist called the meeting of the Lancaster City Council/Successor Agency/Financing/Power/California Choice Energy Authority to order at 5:01 p.m.

ROLL CALL

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

EXCUSED: Mayor/Chair Parris

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

STAFF

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

INVOCATION

None given

PLEDGE OF ALLEGIANCE

Council Member Malhi

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PRESENTATION

1. Recognition of Lancaster Community Contributor, Michelle Fluke
Presenter: Vice Mayor Crist

CCEA CONSENT CALENDAR

On a motion by Authority Member Mann and seconded by Authority Member Underwood-Jacobs, the California Choice Energy Authority approved the Consent Calendar by the following vote: 4-0-0-1; AYES: Malhi, Mann, Underwood-Jacobs, Crist; NOES: None; ABSTAIN: None; ABSENT: Parris

CCEA CC 1. PROFESSIONAL SERVICES AGREEMENTS FOR TECHNICAL SUPPORT SERVICES TO PACIFIC ENERGY ADVISORS, INC.

Awarded a Professional Services Agreement with Pacific Energy Advisors, Inc. (“PEA”), in an amount of \$187,000 for professional services for fiscal year 2018 in support of the city of Lancaster (“Lancaster”), and authorized the Executive Director, or his designee, to sign all documents.

Awarded a Professional Services Agreement with PEA, in an amount of \$227,000 for professional services for fiscal year 2018 in support of the city of Pico Rivera (“Pico Rivera”), and authorized the Executive Director, or his designee, to sign all documents.

Awarded a Professional Services Agreement with PEA, in an amount of \$149,000 for professional services for fiscal year 2018 in support of the city of San Jacinto (“San Jacinto”), and authorized the Executive Director, or his designee, to sign all documents.

M 1. MINUTES

On a motion by Council Member Mann and seconded by Council Member Underwood-Jacobs, the City Council/Successor Agency/Financing/Power/California Choice Energy Authority approved the City Council/Successor Agency/Financing/Power/California Choice Energy Authority Regular Meeting Minutes of July 11, 2017, by the following vote: 4-0-0-1; AYES: Malhi, Mann, Underwood-Jacobs, Crist; NOES: None; ABSTAIN: None; ABSENT: Parris

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CITY COUNCIL CONSENT CALENDAR

Item No.'s CC 4 and CC 6 were removed for separate discussion.

On a motion by Council Member Mann and seconded by Council Member Malhi, the City Council approved the Consent Calendar with the exception of Item No.'s CC 4 and CC 6, by the following vote: 4-0-0-1; AYES: Malhi, Mann, Underwood-Jacobs, Crist; NOES: None; ABSTAIN: None; ABSENT: Parris

Council Member Mann stated he needs to recuse himself from Item No. CC 4 due to the proximity of the project to property he owns and left the dais at this time.

On a motion by Council Member Underwood-Jacobs and seconded by Council Member Malhi, the City Council approved Item No. CC 4, by the following vote: 3-0-1-1; AYES: Malhi, Underwood-Jacobs, Crist; NOES: None; RECUSED: Mann; ABSENT: Parris

Council Member Mann returned to the dais at this time.

Addressing the City Council on Item No. CC 6:
Fran Sereseres – discussed signage for a freeway entrance.

On a motion by Council Member Underwood-Jacobs and seconded by Council Member Malhi, the City Council approved Item No. CC 6, by the following vote: 4-0-0-1; AYES: Malhi, Mann, Underwood-Jacobs, Crist; NOES: None; ABSTAIN: None; ABSENT: Parris

CC 1. ORDINANCE WAIVER

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

CC 2. CHECK REGISTERS

Approved the Check and Wire Registers for June 18, 2017 – July 1, 2017 in the amount of \$7,120,269.67. Approved the Check Registers as presented.

CC 3. INVESTMENT REPORT

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

CC 4. RESOLUTION NO. 17-37

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

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CITY COUNCIL CONSENT CALENDAR CONTINUED...

CC 5. PROFESSIONAL SERVICES AGREEMENT WITH BRAUN, BLAISING, SMITH & WYNN

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

CC 6. PUBLIC WORKS CONSTRUCTION PROJECT NO. 17-008, 10TH STREET WEST GAP CLOSURE

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

NB 1. LANCASTER ZERO NET ENERGY COST EFFECTIVENESS ANALYSIS

The City Manager and Energy Manager presented the staff report for this item.

On a motion by Council Member Underwood-Jacobs and seconded by Council Member Mann, the City Council approved Lancaster’s Zero Net Energy (ZNE) Cost Effectiveness Analysis, which supports City Council approved Ordinance No. 1020, and submits the ordinance and cost effectiveness analysis to the California Energy Commission for approval, by the following vote: 4-0-0-1; AYES: Malhi, Mann, Underwood-Jacobs, Crist; NOES: None; ABSTAIN: None; ABSENT: Parris

NB 2. UPDATE ON ANTELOPE VALLEY EDUCATION ALLIANCE

Ryan D’Errico, Nigel Holly, John Keith and the Public Safety Director presented the update for this item.

Discussion among the City Council and the presenters included the impact of truancy on Grade Point Average (GPA) and what the City can do to assist with the program.

Received and filed update on Antelope Valley Education Alliance

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NB 3. OWNERSHIP OF THE F18 DISPLAY AIRCRAFT AT THE LANCASTER MUNICIPAL STADIUM

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

On a motion by Council Member Mann and seconded by Council Member Underwood-Jacobs, the City Council authorized staff to submit an application to the State requesting ownership of the F18 Display Aircraft at the Lancaster Municipal Stadium be transferred from the National Aeronautics Space Administration (NASA) to the City of Lancaster, by the following vote: 4-0-0-1; AYES: Malhi, Mann, Underwood-Jacobs, Crist; NOES: None; ABSTAIN: None; ABSENT: Parris

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

No report given.

CR 2. COUNCIL REPORTS

Council Member Mann and Vice Mayor Crist discussed their attendance at the most recent Palmdale City Council meeting. Additionally, Vice Mayor Crist and Council Member Mann briefly discussed the 20th anniversary of the Antelope Valley Air Quality Management District. Council Members Malhi and Underwood-Jacobs discussed a recent event at Valley Oasis.

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 ANNOUNCEMENT

Three brief videos showcasing the ‘Summer of Sidewalks’ program, the 20th Anniversary of the Antelope Valley Air Quality Management District and the recent dedication of Sgt. Steven Owen Memorial Park were shown.

CITY CLERK /AGENCY/AUTHORITY SECRETARY ANNOUNCEMENT

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

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PUBLIC BUSINESS FROM THE FLOOR - NON-AGENDIZED ITEMS

Addressing the City Council at this time:

Trinity Jacobs – student at Antelope Valley College; asked Vice Mayor Crist his thoughts on President Trump’s actions regarding the Paris Agreements.

Alicia Rodriguez – discussed issues at a Lancaster Mobile Home Park.

Juan Rodriguez – discussed issues at a Lancaster Mobile Home Park.

Phil Maher – President of the Homeowners Association at a Lancaster Mobile Home Park; discussed issues at this Mobile Home Park.

Shannon McDonald – discussed the Mayor of Compton and bystanders of bullying.

Eric Vasquez – discussed homeless issues near an apartment complex and selling alcohol to minors.

Rachael Berry, Zachary Gunner and Yajaira Mendoza – students at Antelope Valley College; asked the City Council how the citizens will be kept safe if SB 54 is passed.

Fran Sereseres – thanked the City Council for all the help that has been given to seniors.

David Paul – discussed his love for attending Council meetings and discussed the governance of the hospital and the upcoming National Night Out celebration.

COUNCIL / AGENCY COMMENTS

Planning Commission Chairman Vose discussed recent Planning Commission approvals of medical cannabis projects and additional applications being considered by the Planning Commission at its next meeting.

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ADJOURNMENT

Vice Mayor/Vice Chair Crist adjourned the meeting at 6:29 p.m. and stated the next City Council/Successor Agency/Financing/Power/California Choice Energy Authority meeting will be held on Tuesday, August 8, 2017 at 5:00 p.m.

PASSED, APPROVED and ADOPTED this 8th day of August, 2017, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

APPROVED:

BRITT AVRIT, MMC
CITY CLERK
AGENCY/AUTHORITY SECRETARY

R. REX PARRIS
MAYOR/CHAIRMAN

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

CERTIFICATION OF MINUTES
CITY COUNCIL/SUCCESSOR AGENCY/FINANCING/POWER/CALIFORNIA CHOICE
ENERGY AUTHORITY

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

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

(seal)

STAFF REPORT
City of Lancaster

Date: August 8, 2017
To: Mayor Parris and City Council Members
From: Pamela Statsmann, Finance Director
Subject: **Check Registers – July 2, 2017 through July 15, 2017**

CC 2
08/08/17
MVB

Recommendation:

Approve the Check Registers as presented.

Fiscal Impact:

\$4,907,170.82 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.:	7388599 – 7388855	\$ 4,481,425.31
ACH/wire Check Nos.:	101009850 – 101009856	<u>\$ 425,745.51</u>
		\$ 4,907,170.82
Voided Check No.:	N/A	
Voided ACH/wire No.:	N/A	

PS:af

Attachments:

Check Register
ACH/wire Register

City of Lancaster Check Register



From Check No.: 101009850 - To Check No.: 101009856

From Check Date: 07/02/17 - To Check Date: 07/15/17

Printed: 7/19/2017 9:45

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
101009850	08118	BYD ENERGY LLC	RESIDENTIAL STREETLIGHTS(720)	102,573.00	483 4755665	102,573.00
101009851	08118	BYD ENERGY LLC	RESIDENTIAL STREETLIGHTS(1440)	205,146.00	483 4755665	205,146.00
101009852	06928	TOWER CAPITAL MANAGEMENT	DELNQNT SPCL TAX/ASSESSMNT JPA	17,213.99	401 2501100 480 3100100 482 3102100 483 3100100 484 3100100	958.89 6,281.81 1,246.77 7,260.94 1,465.58
				<u>17,213.99</u>		<u>17,213.99</u>
101009853	06928	TOWER CAPITAL MANAGEMENT	DELNQNT SPCL TAX/ASSESSMNT JPA	8,079.49	101 3100100 401 2501100 480 3100100 482 3102100 483 3100100 484 3100100 812 3100100 832 3100100	654.70 259.92 2,890.84 430.48 3,529.59 211.40 62.06 40.50
				<u>8,079.49</u>		<u>8,079.49</u>
101009854	00370	CITY OF LANCASTER/PETTY CASH	PETTY CASH-TOURNAMENT PARKING	11,000.00	101 1020004	11,000.00
101009855	05987	THE VISITORS BUREAU/LANCASTER	05/17 TBID FEES	41,449.15	101 2501000	41,449.15
101009856	C9589	U S BANK CORP PAYMENT SYSTEMS	07/10/17-CALCARD STATEMENT	40,283.88	101 2601000	40,283.88

Chk Count 7

Check Report Total 425,745.51

City of Lancaster Check Register



From Check No.: 7388599 - To Check No.: 7388855

From Check Date: 07/02/17 - To Check Date: 07/15/17

Printed: 7/19/2017 9:53

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
7388599	07134	A L E SOLUTIONS, INC	TOT/TBID-3/10-5/12/17-COTA	357.81	101 2501000	79.44
					101 3103100	278.37
				<u>357.81</u>		<u>357.81</u>
7388600	07134	A L E SOLUTIONS, INC	TOT/TBID-3/23-6/8/17-STAFFORD	643.43	101 2501000	142.88
					101 3103100	500.55
				<u>643.43</u>		<u>643.43</u>
7388601	07134	A L E SOLUTIONS, INC	TOT/TBID-12/27-5/18/17-DEWEY	2,019.39	101 2501000	49.80
					101 3103100	1,969.59
				<u>2,019.39</u>		<u>2,019.39</u>
7388602	08227	AVALOS, LAURA	RFND-SWIM CLASS REGISTRATIONS	78.00	101 2182001	78.00
7388603	08228	DAHMAN, GHASSAN	CP17008-RIGHT OF WAY ACQUISITN	2,000.00	209 15ST026924	2,000.00
7388604	08230	DESERT MONTESSORI ACADEMY	RFND-RNTL DEP-AHP-06/16/17	250.00	101 2182002	250.00
7388605	07151	ELEGANT AFFAIRS	ZELDAS-CRDT CD TPS-06/22-24/17	269.60	402 2176000	269.60
7388606	07151	ELEGANT AFFAIRS	ZELDAS-BRTNDR/SRVR-6/8-17/17	1,762.50	402 4652308	1,762.50
7388607	08232	GREEN MOVEMENT BUILDERS INC	RFND-DUPLICATE BL/SB1186 FEES	168.00	101 3102200	89.00
					101 3102250	78.00
					101 3102900	1.00
				<u>168.00</u>		<u>168.00</u>
7388608	08229	HILL, JOHN	RFND-RNTL DEP-MOAH-05/20/17	250.00	101 2182001	250.00
7388609	01550	KAISER FOUNDATION HEALTH PLAN	07/17 COBRA HEALTH INSURANCE	523.37	101 2166130	523.37
7388610	01550	KAISER FOUNDATION HEALTH PLAN	07/17 RETIREE HEALTH INS	15,594.77	109 1101000	(769.17)
					109 1101000	16,363.94
				<u>15,594.77</u>		<u>15,594.77</u>
7388611	1215	L A CO WATERWORKS	04/20/17-06/26/17 WATER SVC	6,741.65	482 4636654	6,741.65
7388612	A2073	LANCASTER PERF ARTS CNTR FNDTN SC-GALA/AUCTION DONATION		490.00	101 2102600	500.00
					101 4643235	(10.00)
				<u>490.00</u>		<u>490.00</u>
7388613	A2073	LANCASTER PERF ARTS CNTR FNDTN TB-GALA/AUCTION DONATION		3,430.00	101 2102600	3,500.00
					101 4643235	(70.00)
				<u>3,430.00</u>		<u>3,430.00</u>
7388614	A2073	LANCASTER PERF ARTS CNTR FNDTN JS-GALA/AUCTION DONATION		4,851.00	101 2102600	4,950.00

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				4,851.00	101 4643235	(99.00) 4,851.00
7388615	A2073	LANCASTER PERF ARTS CNTR FNDTN TF-GALA/AUCTION DONATION		7,595.00	101 2102600	7,750.00
				7,595.00	101 4643235	(155.00) 7,595.00
7388616	A4930	LANDALE MUTUAL WATER COMPANY	L/CHALLENGER-0617 WATER SVC	59.82	203 4636654	59.82
7388617	08226	LUTHER, BRIAN	RFND-RENTAL DEPOSIT	250.00	101 2182002	250.00
7388618	C5346	MARAVILLA FOUNDATION	RFND-SOLAR PERMIT-PMT16-05697	38.40	251 3201104	38.40
7388619	C5346	MARAVILLA FOUNDATION	RFND-SOLAR PERMIT-PMT17-01183	60.00	251 3201104	60.00
7388620	08233	NEXUS ENERGY SYSTEMS INC	RFND-SOLAR PERMIT-PMT17-02791	35.00	251 3201104	35.00
7388621	A7221	P E R S LONG TERM CARE PROGRAM	LONG TERM CARE PREM-PP 13-2017	2,171.87	101 2170200	2,171.87
7388622	07368	SIX FLAGS MAGIC MOUNTAIN	DAY CAMP EXCURSION-07/13/17	4,198.80	101 4640270	4,198.80
7388623	03154	SO CA EDISON	05/17/17-06/29/17 ELECTRIC SVC	23,065.60	101 4540902	492.47
					101 4632652	11,158.51
					101 4633652	3,547.53
					101 4634652	3,513.88
					363 4542770	2.15
					402 4650652	3,752.50
					482 4636652	306.41
					483 4785652	101.46
					483 4785660	68.51
					484 4755652	122.18
				23,065.60		23,065.60
7388624	1907	SO CA GAS COMPANY	05/19/17-06/22/17 GAS SVC	2,323.25	101 4631655	1,613.90
					101 4633655	521.54
					101 4651655	29.78
					101 4810403	0.97
					402 4650655	157.06
				2,323.25		2,323.25
7388625	D3652	THE DANCE CRAZE	TCKT PRCDs-DANCE CRAZE-6/17/17	2.69	101 2107000	7,730.00
					402 3405102	(396.00)
					402 3405127	(2,735.40)
					402 3405300	(3,730.00)
					402 3405302	(13.41)
					402 3405303	(742.50)
					402 3405304	(30.00)
					402 3405305	(80.00)
				2.69		2.69

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7388626	C2555	TIME WARNER CABLE	07/17-TV SERVICE-VICE MAYOR	24.80	101 4315651	24.80
7388627	C2555	TIME WARNER CABLE	06/17-TV SERVICE-CITY MANAGER	63.68	101 4315651	63.68
7388628	C2555	TIME WARNER CABLE	06/14-07/13/17-BROADBAND SVC	144.99	101 4820651	144.99
7388629	08231	TRINITY COMMUNITY CHURCH	RFND-RNTL DEP-RDP-06/18/17	100.00	101 2182002	100.00
7388630	C9385	U S POSTAL SERVICE	MAIL METER POSTAGE-#38903247	10,000.00	101 4620211	10,000.00
7388631	C8453	U S POSTAL SERVICE	PERMIT #48-17/18 BROCHURE	20,000.00	490 4370205	20,000.00
7388632	07169	VIVINT SOLAR	RFND-SOLAR PERMIT-PMT16-05630	187.20	251 3201104	187.20
7388633	07169	VIVINT SOLAR	RFND-SOLAR PERMIT-PMT16-05772	187.20	251 3201104	187.20
7388634	07169	VIVINT SOLAR	RFND-SOLAR PERMIT-PMT17-02448	187.20	251 3201104	187.20
7388635	08109	YOUNG, DREW B	CS-PERF-MUSIC-07/13/17	1,500.00	101 4680225	1,500.00
7388636	00116	A V ENGINEERING	WC-RESIDENTIAL IN FILL INFILL DVLPMTN PRJCT-DIV/AVE I	11,475.00 3,122.50 <u>14,597.50</u>	361 4541900 361 4541900	11,475.00 3,122.50 <u>14,597.50</u>
7388637	A5389	A V FAIR	05/17-WATCH & WAGER COMM	3,471.73	101 2189000	3,471.73
7388638	08217	AGUILERA, DAVID	06/17-SPORTS OFFICIAL	198.00	101 4641308	198.00
7388639	D1663	AMERICAN IRON WORK	OMP-RESECURE POLE ACCSS LDS(6)	370.00	101 4634402	370.00
7388640	D3147	AMERICAN PLUMBING SERVICES,INC	2551 W AVE H-BACKFLOW TESTING	142.50	101 4633404	142.50
7388641	04190	AMERIPRIDE SERVICES	UNIFORM CLEANINGS ZELDAS-LINEN RENTALS	50.93 129.29 <u>180.22</u>	101 4753209 402 4652251	50.93 129.29 <u>180.22</u>
7388642	05179	ARAMARK UNIFORM SVCS	UNIFORM CLEANINGS	110.01	480 4755209	110.01
7388643	06738	ASPEN ENVIRONMENTAL GROUP	CP15010-05/17-CULTURL RESOURCS	357.02	210 15ST057924	357.02
7388644	07452	ASSAD, DANA D	CLAIM #058-15A/CLGL-0006A1	838.30	109 4330300	838.30
7388645	C4080	AVRIT, BRITT	BA-MILEAGE-WHITTIER-06/27/17	94.28	101 4110203	94.28
7388646	08234	B ZELNER LAW & S MCMILLAN	CLAIM #046-15/CLGL-1351A1	10,000.00	109 4330300	10,000.00
7388647	01580	BASS, LYNNETTE	06/17-MOMMY/DADDY/ME INSTRUCTR 06/17-JRP SUMMER PLY INSTRUCTR	390.00 1,591.20 <u>1,981.20</u>	101 4643308 101 4643308	390.00 1,591.20 <u>1,981.20</u>

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7388648	08216	BASURTO, TYLER	06/17-SPORTS OFFICIAL	264.00	101 4641308	264.00
7388649	A8701	BRETZ, WILLIAM	06/17-SPORTS OFFICIAL	80.00	101 4641308	80.00
7388650	04142	BRINKS INC	CH-06/17-TRANSPORTATION SVCS	179.14	101 3501110	179.14
7388651	06351	C T WEST, INC	VIP/EXPNSN MODLE RPRS/RPLCMNTS	2,055.38	483 4785461	151.88
			VIP/EXPNSN MODULE RPRS/RPLCMNT	793.88	483 4785461	1,903.50
				<u>793.88</u>	483 4785461	<u>793.88</u>
				2,849.26		2,849.26
7388652	A9249	CA DEPT OF CORRECTNS/REHAB	05/17-CUSTODY SUPRVSN AGREEMNT	4,224.14	484 4752308	4,224.14
7388653	C0914	CAMPBELL II, EDWARD LEE	06/17-SPORTS OFFICIAL	500.00	101 4641308	500.00
7388654	06020	CANON FINANCIAL SERVICES, INC	07/17 COPIER LEASE	12,926.37	101 4310254	12,926.37
7388655	06716	CEDRO CONSTRUCTION, INC.	2016 SEWER MANHOLE REPAIR-RET	9,877.08	480 17SR004924	9,877.08
7388656	08218	CHERRY, KEVIN	06/17-SPORTS OFFICIAL	66.00	101 4641308	66.00
7388657	A3106	CHICAGO TITLE COMPANY	PRELIMINARY TITLE REPORT FEE	1,250.00	361 4541900	1,250.00
7388658	08076	CIVIC LLC	MOBILE APP DEVELOPMENT FEES	3,050.00	101 4315302	3,050.00
7388659	05128	CLEANSTREET	06/17 MONTHLY STREET SWEEP	40,193.84	203 4751450	39,193.84
					484 4751450	1,000.00
				<u>40,193.84</u>		<u>40,193.84</u>
7388660	C0054	COLE-ROUS, JOHN	06/17-SPORTS OFFICIAL	240.00	101 4641308	240.00
7388661	01222	COMMERCIAL LANDSCAPE SPPLY INC	SCOOP SHOVELS(12)	396.75	203 4752208	396.75
7388662	00794	CORRALES, RUDY	06/17-SPORTS OFFICIAL	120.00	101 4641308	120.00
7388663	C5109	D'S CERAMICS	06/17-POTTERS WHEEL INSTRUCTN	45.50	101 4643308	45.50
			06/17-CHILDRENS ART INSTRUCTN	140.00	101 4643308	140.00
				<u>185.50</u>		<u>185.50</u>
7388664	08044	DANGERFIELD, MERCEDES	06/17-SPORTS OFFICIAL	150.00	101 4641308	150.00
7388665	D3792	DEFALCO, CATHY	CD-PR DM-VENTURA-07/12-14/17	160.00	490 4370201	160.00
7388666	00432	DEPT OF JUSTICE	05/17-FINGERPRINT APPS	732.00	101 4320301	732.00
7388667	06194	DEPT OF TRANSPORTATION	CP13019-AVE M INTERCHNGE PRJCT	34,074.91	210 15BR005924	34,074.91
7388668	00414	DESERT LOCK COMPANY	CDR ST-LOCK/REKEY	74.07	101 4651403	74.07
			WPL-LOCK REPAIRS/DEADBOLT	279.99	101 4631402	279.99

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			AHP-LOCK REPAIRS	70.00	101 4631402	70.00
			NSC-KEYS(3)	3.00	101 4635403	3.00
				<u>427.06</u>		<u>427.06</u>
7388669	05473	DEWEY PEST CONTROL	WH-06/17-PEST CONTROL	70.00	101 4633301	70.00
			CH-06/17-PEST CONTROL	140.00	101 4633301	140.00
				<u>210.00</u>		<u>210.00</u>
7388670	07159	DIAZ, BRANDON	06/17-TENNIS INSTRUCTOR	245.00	101 4643308	245.00
			06/17-TENNIS INSTRUCTOR	56.70	101 4643308	56.70
			06/17-TENNIS INSTRUCTOR	77.00	101 4643308	77.00
				<u>378.70</u>		<u>378.70</u>
7388671	08124	DONES, AMANDA	06/17-SPORTS OFFICIAL	140.00	101 4641308	140.00
7388672	03409	DOUTRE, ROBERT	06/17-SPORTS OFFICIAL	420.00	101 4641308	420.00
7388673	05665	EGGERTH, DARRELL	06/17-SPORTS OFFICIAL	380.00	101 4641308	380.00
7388674	C9406	ESTES, MAURICE	06/17-SPORTS OFFICIAL	120.00	101 4641308	120.00
7388675	06380	EWING IRRIGATION PRODUCTS, INC	LMS-FERTILIZER/MANGANESE	680.36	101 4632404	680.36
			LMS-FERTILIZER(2 BAGS)	261.00	101 4632404	261.00
				<u>941.36</u>		<u>941.36</u>
7388676	00617	FEDERAL EXPRESS CORPORATION	EXPRESS MAILINGS	105.49	101 4310212	61.57
					217 16ST006924	24.59
					402 4650212	19.33
			EXPRESS MAILINGS	57.35	101 4310212	57.35
				<u>162.84</u>		<u>162.84</u>
7388677	D0315	FREGOSO, PHYLLIS	07/17-STANDARD RETAINER	8,300.00	101 4620301	8,300.00
7388678	06649	GRADY, VICTOR	06/17-GUITAR INSTRUCTOR	147.00	101 4643308	147.00
7388679	03430	GRAINGER	WRENCH/BATTERIES/BLOWER	616.24	483 4785208	616.24
7388680	C2066	GREATER A V ASSN OF REALTORS	MEMBER LUNCHEON(11)	180.00	101 4200202	54.00
					101 4305202	108.00
					101 4701202	18.00
				<u>180.00</u>		<u>180.00</u>
7388681	D0325	HAMMOND, GWYNNE	06/17-SPORTS OFFICIAL	240.00	101 4641308	240.00
7388682	02585	HARRELL, BARON	06/17-SPORTS OFFICIAL	340.00	101 4641308	340.00
7388683	08093	HEGRE, AUBREY	06/17-SPORTS OFFICIAL	130.00	101 4641308	130.00
7388684	08107	HEGRE, TAWNEE	06/17-SPORTS OFFICIAL	220.00	101 4641308	220.00

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7388685	C9195	HENRY, GLENITA DANYELL	DH-PR DM-SEATTLE-07/10-13/17	259.00	361 4541201	259.00
7388686	06602	HEWITT, DAVID M	CS-PERF-MUSIC-06/15/17	200.00	101 4680225	200.00
7388687	07127	HUMAN ELEMENT	06/17-BELLYDANCE INSTRUCTION 06/17-BELLYFIT INSTRUCTION	100.80 126.00 <u>226.80</u>	101 4643308 101 4643308	100.80 126.00 <u>226.80</u>
7388688	D3842	INNOVATION EDUCATION	06/17-LEGO ROBOTICS INSTRUCTN 06/17-ITALIAN INSTRUCTION 06/17-ITALIAN INSTRUCTION	672.00 112.00 336.00 <u>1,120.00</u>	101 4643308 101 4643308 101 4643308	672.00 112.00 336.00 <u>1,120.00</u>
7388689	06623	INTERN'L DANCE FITNESS ACADEMY	06/17-ZUMBA INSTRUCTION 06/17-HIP HOP INSTRUCTION	63.00 126.00 <u>189.00</u>	101 4643308 101 4643308	63.00 126.00 <u>189.00</u>
7388690	A6448	JOHNSON CONTROLS INC	REPORTING SVCS-04/17-03/18	24,346.00	101 4633402	24,346.00
7388691	01419	JOHNSTONE SUPPLY	PAC-THERMOSTAT MOTHER BOARD CDR ST-FILTERS(10)	96.72 143.72 79.97 <u>320.41</u>	402 4650403 101 4633403 101 4651403	96.72 143.72 79.97 <u>320.41</u>
7388692	08058	KAIZEN INFOSOURCE LLC	RETENTION SCHEDULE-PHASE 2	1,876.31	109 4110301	1,876.31
7388693	07532	KELLEY, MICHAEL R	CS-MC/DJ SERVICES	240.00	101 4680225	240.00
7388694	C8919	KOCUREK, PHILLIP	06/17-PHOTOGRAPHY INSTRUCTOR	234.00	101 4643308	234.00
7388695	06033	L B I W, INC	METAL STUD FRAMING(10)	2,889.38	484 4755410	2,889.38
7388696	1203	LANCASTER PLUMBING SUPPLY	OMP-CLOSET KITS(3) NSC-CLOSET KITS/STOP CATS	92.22 214.07 <u>306.29</u>	101 4634403 101 4635403	92.22 214.07 <u>306.29</u>
7388697	D3426	LAW OFFICES CHRISTOPHER RAMSEY	CLAIM #037-15/CLGL-1370A1 CLAIM #040-15/CLGL-1346A1	2,106.00 4,407.00 <u>6,513.00</u>	109 4330300 109 4330300	2,106.00 4,407.00 <u>6,513.00</u>
7388698	08219	LEWIS, KEITH	06/17-SPORTS OFFICIAL	176.00	101 4641308	176.00
7388699	D3390	LOPEZ, JOE	06/17-SPORTS OFFICIAL	640.00	101 4641308	640.00
7388700	04351	LYN GRAFIX	UNIFORM SHIRTS(2) UNIFORM SHIRTS(33)	115.68 724.28 <u>839.96</u>	106 4752225 101 4643209	115.68 724.28 <u>839.96</u>
7388701	06968	MARIO'S AUTO BODY CENTERS	BUMPER REPAIRS-EQ1518	700.00	101 4810207	700.00

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7388702	07449	MARTINDALE, PEGGY	PM-REIMB-DESK CALENDARS(3)	41.29	402 4650259	41.29
7388703	06663	MASON, MELINDA	MORTON MANFCTRNG-PHOTO SVCS BYD-PHOTOGRAPHY SVCS ELECTRIC CAR-PHOTOGRAPHY SVCS	150.00 100.00 100.00	101 4305301 101 4305301 101 4305301	150.00 100.00 100.00
				<u>350.00</u>		<u>350.00</u>
7388704	C3715	LEXISNEXIS MATTHEW BENDER	CA EMPLOYEE HANDBOOK	403.80	101 4400301	403.80
7388705	06886	MAULDIN JR, JOSEPH	06/17-SPORTS OFFICIAL	110.00	101 4641308	110.00
7388706	05457	MAULDIN JR, LEO	06/17-SPORTS OFFICIAL	600.00	101 4641308	600.00
7388707	03351	MAULDIN, JOSEPH	06/17-SPORTS OFFICIAL	44.00	101 4641308	44.00
7388708	C8380	MC CORMICK ELECTRIC & CONST	LMS-BACKSTOP REPAIRS LMS-FLAG POLE CABLE REPAIRS BLVD MONUMENT SIGN REMOVAL LPAC-MARQUEE LIGHTING REPAIRS LPAC-LIGHTING REPAIRS WPL-BALLAST REPLACEMENTS(3)	460.00 260.00 720.00 2,480.00 180.00 480.00	101 4632402 101 4632402 101 4633402 402 4650402 402 4650402 101 4631402	460.00 260.00 720.00 2,480.00 180.00 480.00
				<u>4,580.00</u>		<u>4,580.00</u>
7388709	07662	MEDLIN JR, RICK A	ZELDAS-PERF-MUSIC-06/24/17	170.00	402 4652251	170.00
7388710	C8463	MEYER, BEN	06/17-SPORTS OFFICIAL	20.00	101 4641308	20.00
7388711	06673	MILLER, JACK C	06/17-TENNIS INSTRUCTOR	153.00	101 4643308	153.00
7388712	D3578	MINUTEMAN PRESS	LCE-00N1 WEEK 89 NOTICES LCE-00N2 WEEK 89 NOTICES NEW MOVE MAILERS(5000) JULY MAILING(47135)	202.86 245.00 535.00 8,716.72	490 4370213 490 4370213 490 4370213 490 4370213	202.86 245.00 535.00 8,716.72
				<u>9,699.58</u>		<u>9,699.58</u>
7388713	06543	MURREN, JAMES	06/17-ADMIN HEARINGS	100.00	101 4545301	100.00
7388714	07561	NHA ADVISORS LLC	FINANCIAL ADVISORY SERVICES	9,443.21	991 4540301	9,443.21
7388715	06148	NIK-O-LOK, INC	07/17-MONTHLY COIN LOCK LEASE	39.00	101 4633301	39.00
7388716	05741	P P G ARCHITECTURAL FINISHES	WPL-PAINT NSC-PAINT MLS-PRIMER(2 CANS)	42.25 941.56 12.29	101 4631403 101 4635404 101 4633403	42.25 941.56 12.29
				<u>996.10</u>		<u>996.10</u>
7388717	02549	PACIFIC CORRUGATED PIPE CO	GRATES(12)	2,986.60	484 4755410	2,986.60
7388718	D1515	PACIFIC STATE APPRAISAL	1023 W AVE H3-APPRAISAL	350.00	363 4542771	350.00

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7388719	07271	PAULATEER, MICHA	06/17-SPORTS OFFICIAL	90.00	101 4641308	90.00
7388720	05998	PAVING THE WAY FOUNDATION	CMMNTY SPPRT/GOOD CTZNSHP PRGM	432.00	399 4820776	432.00
			CMMNTY SPPRT/GOOD CTZNSHP PRGM	5,500.00	101 4820301	5,500.00
			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>8,900.00</u>		<u>8,900.00</u>
7388721	08221	PERRY, DARIUS	06/17-SPORTS OFFICIAL	220.00	101 4641308	220.00
7388722	03249	PRAXAIR DISTRIBUTION, INC	HELIUM BALLOONS(2)	666.16	106 4752225	666.16
7388723	06858	PRICE, TYLEN	06/17-SPORTS OFFICIAL	90.00	101 4641308	90.00
7388724	06874	PRINTS4LIFE	PUBLIC WORKS WEEK SHIRTS(20)	152.25	106 4752225	152.25
7388725	06607	PUMPMAN INC	STORMWATER PUMP SYSTEM	17,525.00	484 4755409	17,525.00
7388726	07504	RED CROSS STORE	LIFEGRD INSTRCTR KITS/MANUALS	504.99	101 4642251	504.99
7388727	C4435	ROACH'S TERMITE PEST CONTROL	NSC-06/16 PEST CONTROL SERVICE	185.00	101 4635301	185.00
			OMP-06/16 PEST CONTROL SERVICE	190.00	101 4634301	190.00
			RDP-06/16 PEST CONTROL SERVICE	65.00	101 4634301	65.00
			OMP-07/16 PEST CONTROL SERVICE	190.00	101 4634301	190.00
			RDP-07/16 PEST CONTROL SERVICE	65.00	101 4634301	65.00
			NSC-08/16 PEST CONTROL SERVICE	185.00	101 4635301	185.00
			RDP-08/16 PEST CONTROL SERVICE	65.00	101 4634301	65.00
			NSC-09/16 PEST CONTROL SERVICE	185.00	101 4635301	185.00
			RDP-09/16 PEST CONTROL SERVICE	65.00	101 4634301	65.00
			NSC-10/16 PEST CONTROL SERVICE	185.00	101 4635301	185.00
			OMP-10/16 PEST CONTROL SERVICE	190.00	101 4634301	190.00
			NSC-11/16 PEST CONTROL SERVICE	185.00	101 4632301	185.00
			OMP-11/16 PEST CONTROL SERVICE	190.00	101 4634301	190.00
			RDP-11/16 PEST CONTROL SERVICE	65.00	101 4634301	65.00
			NSC-12/16 PEST CONTROL SERVICE	185.00	101 4635301	185.00
			NSC-01/17 PEST CONTROL SERVICE	185.00	101 4635301	185.00
			NSC-02/17 PEST CONTROL SERVICE	185.00	101 4635301	185.00
			RDP-02/17 PEST CONTROL SERVICE	65.00	101 4634301	65.00
			RDP-03/17 PEST CONTROL SERVICE	65.00	101 4634301	65.00
			OMP-04/17 PEST CONTROL SERVICE	190.00	101 4634301	190.00
			RDP-04/17 PEST CONTROL SERVICE	65.00	101 4634301	65.00
			NSC-05/17 PEST CONTROL SERVICE	185.00	101 4635301	185.00
			OMP-05/17 PEST CONTROL SERVICE	190.00	101 4634301	190.00
				<u>3,325.00</u>		<u>3,325.00</u>
7388728	05943	ROBERTSON'S	CONCRETE	569.11	484 4752410	569.11
7388729	04337	RUIZ, LINDA	06/17-TENNIS INSTRUCTOR	285.60	101 4643308	285.60
			06/17-TENNIS INSTRUCTOR	285.60	101 4643308	285.60

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				571.20		571.20
7388730	D3947	S G A CLEANING SERVICES	JRP-CLEAN UP	792.00	101 4631402	792.00
			EDP-GRAFFITI REMOVAL	385.00	101 4631402	385.00
			AHP-GRAFFITI REMOVAL	435.00	101 4631402	435.00
			WCP-GRAFFITI REMOVAL	325.00	101 4631402	325.00
				<u>1,937.00</u>		<u>1,937.00</u>
7388731	07513	SABO, KARLIE	06/17-SPORTS OFFICIAL	180.00	101 4641308	180.00
7388732	A8260	SAGE STAFFING	GWD-CAP ENG STAFF-06/12-16/17	806.00	209 12ST032924	403.00
					209 12ST036924	403.00
				<u>806.00</u>		<u>806.00</u>
7388733	C3064	SANTOS, RENALDO	06/17-SPORTS OFFICIAL	860.00	101 4641308	860.00
7388734	05934	SHI INTERNATIONAL CORP	HARD DRIVES(10)	587.25	109 4315291	587.25
7388735	08037	SHOOK, DEAN	06/17-SPORTS OFFICIAL	140.00	101 4641308	140.00
7388736	1894	SIGNS & DESIGNS	SC-NAMEPLATE	17.76	101 4761253	17.76
7388737	01816	SMITH PIPE & SUPPLY INC	OMP-SOD KNIVES(5)	36.00	101 4634404	36.00
			AHP-POP UPS/NOZZLES	296.41	101 4631404	296.41
			OMP-BATTERY CLOCK	70.39	101 4634404	70.39
			OMP-ADAPTERS/NOZZLES/VALVE	57.92	101 4634404	57.92
			MP/AHP-ROTORS(12)	506.70	101 4631404	506.70
			OMP-VALVE/TAPE/PVC/SAW HANDLE	218.69	101 4634404	218.69
			JRP-CEMENT/PVC/CONNECTOR	19.85	101 4631404	19.85
				<u>1,205.96</u>		<u>1,205.96</u>
7388738	05339	SNAP-ON INDUSTRIAL	JOINT SCREW/SOCKET	14.75	101 4753208	14.75
			SCKT STS/BIT STS/NT DRVRS/PLRS	982.72	101 4753208	982.72
			DRILL BITS(3)	65.87	101 4753208	65.87
				<u>1,063.34</u>		<u>1,063.34</u>
7388739	A2089	SO CA EDISON-ACCTS REC	CP17012-BYD-NEW METER INSTALL	3,291.86	209 16ST007924	3,291.86
			1041 1/4 W AVE I-METER REWIRE	1,472.16	209 16ST007924	1,472.16
			1041 1/4 W AVE I-METER REWIRE	222.72	209 16ST007924	222.72
				<u>4,986.74</u>		<u>4,986.74</u>
7388740	07453	SOUTHERN ATHLETIC FIELDS INC.	LMS/RDP-MOUND CLAY(80)	1,280.00	101 4632404	640.00
					101 4634404	640.00
				<u>1,280.00</u>		<u>1,280.00</u>
7388741	04688	SPARKLETTS	WATER(16-24PKS)	134.04	101 4100205	134.04
7388742	D4215	SPERLING M D, HILLEL	CLAIM #037-15/CLGL-1370A1	1,250.00	109 4330300	1,250.00
7388743	1916	STRADLING,YOCCA,CARLSON,RAUTH	05/17-LEGAL SERVICES	10,164.00	101 4400303	10,164.00

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7388744	05590	STUDIO EQUIPMENT RENTALS INC	PAC-LIFT REPAIRS	1,425.00	402 4650402	1,425.00
7388745	06763	SUPPLYWORKS	LMS-DISINFECTANT/CAN LINERS	331.51	101 4632406	331.51
			LMS-T PPR/DSNFCTNT/CN LNR/CVRS	667.58	101 4632406	667.58
				<u>999.09</u>		<u>999.09</u>
7388746	06991	SYSCO VENTURA, INC	PAC/ZELDAS-CUPS/LIDS/FRUIT	1,357.64	402 4650251	1,242.06
					402 4652251	115.58
				<u>1,357.64</u>		<u>1,357.64</u>
7388747	07969	TAPIA, BRANDON	06/17-SPORTS OFFICIAL	66.00	101 4641308	66.00
7388748	08087	THE BAYSHORE CONSULTING GROUP	LCE-05/17-CONSULTING SVCS	2,500.00	491 4370001	2,500.00
			LCE-05/17-CONSULTING SVCS	2,559.92	491 4370002	2,559.92
			LCE-06/17-CONSULTING SVCS	2,500.00	491 4370001	2,500.00
			LCE-06/17-CONSULTING SVCS	2,625.62	491 4370002	2,625.62
				<u>10,185.54</u>		<u>10,185.54</u>
7388749	07494	THOMPSON, JACKLYN	06/17-SPORTS OFFICIAL	190.00	101 4641308	190.00
7388750	C5522	THOMSON REUTERS-WEST PMT CENT	05/17-INFORMATION CHARGES	779.11	101 4545301	779.11
7388751	D4202	U S BANK	06/17-05/18 ADMIN FEES	1,500.00	486 4370301	1,500.00
7388752	C7843	URBAN RESTORATION GROUP US INC	VARNISH/BRCK/PUMP SPRYR/DTRGNT	19,341.60	203 4752502	19,341.60
7388753	C7832	VAN-TUYL, BRIAN	06/17-SPORTS OFFICIAL	160.00	101 4641308	160.00
7388754	D3370	VERIZON WIRELESS	06/17-IPAD SERVICE	1,803.49	101 4315651	1,803.49
7388755	04496	VULCAN MATERIAL WESTERN DIV	COLD MIX	242.30	203 4752410	242.30
			COLD MIX	134.09	203 4752410	134.09
				<u>376.39</u>		<u>376.39</u>
7388756	31026	WAXIE SANITARY SUPPLY	GLVS/TWLS/MOP/SOAP/DSNFCTNT	1,202.54	101 4633406	1,202.54
7388757	08220	WEBB, RYAN C	06/17-SPORTS OFFICIAL	198.00	101 4641308	198.00
7388758	C5965	WOLF, LAWRENCE	06/17-SPORTS OFFICIAL	500.00	101 4641308	500.00
7388759	D3242	ZIMMER, DANIEL	06/17-SPORTS OFFICIAL	540.00	101 4641308	540.00
7388760	01550	KAISER FOUNDATION HEALTH PLAN	07/17 EMPLOYEE HEALTH INS	186,591.22	101 2166130	434.41
					101 2166130	186,156.81
				<u>186,591.22</u>		<u>186,591.22</u>
7388761	05228	METLIFE	07/17 DNTL/VSN/DISABILITY INS	55,450.91	101 2166140	200.49
					101 2166140	35,711.91
					101 2166145	1,884.58

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					101 2166150	(1,913.37)
					101 2166150	17.77
					101 2166150	80.19
					101 2166155	515.33
					101 2166400	61.49
					101 2166400	10,903.76
					109 1101000	(57.53)
					109 1101000	(17.77)
					109 1101000	1,332.75
					109 1101000	6,731.31
				<u>55,450.91</u>		<u>55,450.91</u>
7388762	A2089	SO CA EDISON-ACCTS REC	ST LGHT ACQSTN-PHS 7-TD1165092	222,914.49	483 4755753	222,914.49
7388763	07101	CALPINE ENERGY SOLUTIONS LLC	05/17-LCE-BACK OFFICE SERVICES	69,637.50	490 4370301	69,637.50
7388764	C5571	COSTCO WHOLESALE CORP	ANNUAL SETTLEMENT PAYMENT	200,000.00	101 4330603	200,000.00
7388765	04440	INSIGHT PUBLIC SECTOR, INC	MICROSOFT ENTERPRISE AGREEMENT	87,102.57	101 4315302	87,102.57
7388766	A8656	KIMLEY-HORN & ASSOCIATES INC	CP14010-AVE J PA/ED-04/30/17	92,246.64	210 15BR007924	92,246.64
			CP15001-PROFESSIONAL SVCS	5,065.00	210 15BR008924	5,065.00
			CP15001-PROFESSIONAL SVCS	32,828.50	210 15BR008924	32,828.50
			CP14010-AVE J PA/ED-05/31/17	102,461.07	210 15BR007924	102,461.07
				<u>232,601.21</u>		<u>232,601.21</u>
7388767	06429	STANTEC CONSULTING SRVCS INC	CP17008-RFQ 646-16 MULTI YEAR	28,184.55	209 15ST026924	28,184.55
			CP17008-RFQ 646-16 MULTI YEAR	45,403.50	209 15ST026924	45,403.50
			CP17010-RFQ 646-16 MULTI YEAR	633.50	252 15ST038924	633.50
				<u>74,221.55</u>		<u>74,221.55</u>
7388768	05834	VENCO WESTERN, INC	06/17-PERIMETER AREAS MTNC	24,448.14	203 4636264	24,448.14
			06/17-LMD MAINTENANCE	43,217.02	482 4636402	43,217.02
			06/17-LANC BUSINESS PARK MTNC	3,626.23	482 4636401	3,626.23
				<u>71,291.39</u>		<u>71,291.39</u>
7388769	08257	CHANG, ANNY	RFND-SWIM CLASS REGISTRATION	39.00	101 2182001	39.00
7388770	08258	CRUCIANI, PAUL	RFND-INCUBATER KEY DEPOSIT	60.00	101 2176010	60.00
7388771	07715	E C M C	LEVY PROCEEDS	87.71	101 2159000	87.71
7388772	07151	ELEGANT AFFAIRS	ZELDAS-CRDT CD TPS-6/29-7/1/17	323.78	402 2176000	323.78
7388773	02108	FRANCHISE TAX BOARD	TAX WITHHOLDING ORDER	70.00	101 2159000	70.00
7388774	02108	FRANCHISE TAX BOARD	TAX WITHHOLDING ORDER	100.00	101 2159000	100.00
7388775	02108	FRANCHISE TAX BOARD	TAX WITHHOLDING ORDER	155.00	101 2159000	155.00

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7388776	02536	GRACE RESOURCES CENTER	06/17-YEAR ROUND SHELTER PRGRM	1,533.94	261 4542771	1,533.94
7388777	02536	GRACE RESOURCES CENTER	06/17-CDBG SHELTER PRGRM	15,132.23	361 4541776	15,132.23
7388778	D2652	L A CO REGISTRAR-RECORDER	CUP 1706-AFFIDAVIT ACCEPTANCE	21.00	101 4782361	21.00
7388779	D3448	L A CO SHERIFF'S DEPT	FILE #3631104150058	125.00	101 2159000	125.00
7388780	1215	L A CO WATERWORKS	05/02/17-07/03/17 WATER SVC	3,071.90	203 4752654 480 4755654 484 4755654	2,168.61 601.17 302.12
				<u>3,071.90</u>		<u>3,071.90</u>
7388781	D3151	LNCSTR MUSEUM/PUBLIC ART FNDTN LMPAF SALES/DONATNS-APR-JUN 17		3,653.58	101 1101500 101 2102500 101 2175001 101 4643235	(1,571.88) 4,953.24 360.49 (88.27)
				<u>3,653.58</u>		<u>3,653.58</u>
7388782	06936	MOSMAN, DESIREA	06/17-AM EXERCISE INSTRUCTOR	420.00	101 4643308	420.00
7388783	03154	SO CA EDISON	06/01/17-07/05/17 ELECTRIC SVC	264.38	482 4636652 483 4752652 483 4785652	40.67 52.13 171.58
				<u>264.38</u>		<u>264.38</u>
7388784	1907	SO CA GAS COMPANY	06/24/17-07/01/17 GAS SVC	27.15	363 4542770	27.15
7388785	C2434	VINSA INSURANCE ASSOCIATES	CRIME POLICY FY17/18	3,410.00	101 4330260	3,410.00
7388786	A2225	A V AIRPORT EXPRESS, INC	BUS(2)-PACIFIC PARK-06/15/17 BUS(2)-PACIFIC PARK-6/22/17 BUS(2)-HURRICANE HARBR-6/29/17	2,490.00 1,640.00 2,190.00	101 4640271 101 4640271 101 4640271	2,490.00 1,640.00 2,190.00
				<u>6,320.00</u>		<u>6,320.00</u>
7388787	03854	A V JANITORIAL SUPPLY	T PPR/CAN LNRS/TWLS/LOOP MOP	794.89	101 4633406	794.89
7388788	07596	ABBOTT, STRINGHAM & LYNCH	LCE-PROFESSIONAL SVCS-06/17	6,800.00	490 4370301	6,800.00
7388789	07489	ACCESSO SHOWARE	PAC-06/17-TICKET SALES	21.00	402 4650302	21.00
7388790	02693	ANDY GUMP, INC	HP-FENCE RNTL-06/29-07/26/17	17.62	101 4634402	17.62
7388791	05179	ARAMARK UNIFORM SVCS	UNIFORM CLEANINGS UNIFORM CLEANINGS	114.72 114.72	480 4755209 480 4755209	114.72 114.72
				<u>229.44</u>		<u>229.44</u>
7388792	04151	AXES FIRE INC	FIRE CERTS(8)	84.00	101 4634207 101 4810207	10.50 10.50

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					101 4810207	10.50
					203 4752207	10.50
					203 4752207	10.50
					203 4752207	10.50
					203 4752207	10.50
					480 4755207	10.50
				84.00		84.00
7388793	D3475	BARBER, TREVIN	TB-PR DM-SAN DIEGO-07/09-13/17	288.00	101 4200201	288.00
7388794	06699	BOOKER, MELVIN JR	ZELDAS-PERF-MUSIC-07/01/17	200.00	402 4652251	200.00
			ZELDAS-PERF-MUSIC-06/22/17	200.00	402 4652251	200.00
				400.00		400.00
7388795	05129	C P S CARE PEST SOLUTIONS	LMS-05/17 PEST CONTROL	125.00	101 4632301	125.00
7388796	06351	C T WEST, INC	TRAFICON/KEYPADS	2,658.94	483 4785461	2,658.94
7388797	03552	COASTLINE EQUIPMENT CO	FUEL PUMP-EQ3772	119.94	484 4752207	119.94
7388798	D3231	COUWENBERG, ANDREA	07/17-CONTRACT SERVICES	10,266.00	101 4644308	10,266.00
7388799	C7625	DAPEER,ROSENBLIT & LITVAK, LLP	05/17-SPECIALIZED LGL SVCS	1,493.09	101 4400303	1,493.09
			05/17-SPECIALIZED LGL SVCS	855.00	101 4400303	855.00
			05/17-SPECIALIZED LGL SVCS	135.00	101 4400303	135.00
				2,483.09		2,483.09
7388800	06248	DARYL'S PLUMBING	567 W JACKMAN-CLEAR DRAIN CLOG	90.00	306 4542682	90.00
7388801	D3792	DEFALCO, CATHY	CD-PR DM-SAN RAFAEL-7/16-17/17	111.00	490 4370201	111.00
7388802	03311	DELTA LIQUID ENERGY	PROPANE-EQ3409	18.25	203 4752217	18.25
7388803	00414	DESERT LOCK COMPANY	KEY-EQ3771	3.81	203 4752207	3.81
			KEYS(4)	14.14	101 4633403	14.14
			PAC-SWITCH/LOCK/KEYS/DOOR REPR	250.96	402 4650403	250.96
				268.91		268.91
7388804	05473	DEWEY PEST CONTROL	PAC-06/17-PEST CONTROL SVC	50.00	402 4650301	50.00
			CDR ST-06/17-PEST CONTROL SVC	90.00	101 4651301	90.00
				140.00		140.00
7388805	00028	EARTH SYSTEMS SO CALIFORNIA	IB1604-2017 TRAFFIC CALMING	890.00	210 15ST056924	890.00
			CRDT-IB1604-2017 TRAFFIC CLMNG	(300.00)	210 15ST056924	(300.00)
				590.00		590.00
7388806	D2427	ENVIRONMENTAL SOUND SOLUTIONS	07/17-MUSIC SERVICE	65.00	101 4633301	65.00
7388807	07937	FARRELL, ANTHONY R	ZELDA-PERF-MUSIC-06/29/17	200.00	402 4652251	200.00

City of Lancaster Check Register



From Check No.: 7388599 - To Check No.: 7388855
 From Check Date: 07/02/17 - To Check Date: 07/15/17

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Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
7388808	07124	FIRST AMERICAN DATA TREE, LLC	06/17-PROFESSIONAL SERVICES	500.00	101 4400301	500.00
7388809	D1793	FISH WINDOW CLEANING	MTNC YD-WINDOW CLEANINGS	34.00	203 4752402	34.00
7388810	04721	GET TIRES, INC	TIRES(2)-EQ3367	511.79	203 4752207	511.79
7388811	03430	GRAINGER	BRASS BALL VALVE-EQ4372 PRESSURE RELIEF VALVE-EQ4372	17.80 197.46 <u>215.26</u>	203 4785207 203 4785207	17.80 197.46 <u>215.26</u>
7388812	07354	HAWLEY, ROBYN	06/17-AM EXERCISE INSTRUCTOR	175.00	101 4643308	175.00
7388813	05609	I M S-INFRASTRUCTURE MGMT SRVC	CDP1404-PAVEMENT MNGMNT UPDATE	600.00	209 4761301	600.00
7388814	D4004	J P POOLS	WPL-POOL REPLASTER SPLASH PAD-CHEMICALS EPL-POOL CHEMICALS EPL-POOL CHEMICALS	20,000.00 1,170.00 1,272.00 800.00 <u>23,242.00</u>	101 4631670 101 4631670 101 4631670 101 4631670	20,000.00 1,170.00 1,272.00 800.00 <u>23,242.00</u>
7388815	01419	JOHNSTONE SUPPLY	MTNC YD-THERMOSTAT VLV ADPTR/FUSED DSCNNCT/FILTRS	56.19 90.59 <u>146.78</u>	101 4633403 101 4636402	56.19 90.59 <u>146.78</u>
7388816	D1903	KERN MACHINERY INC-LANCASTER	BRAKE PAD-EQ3406 OMP-WHEEL/WHEEL BOLTS	92.04 180.83 <u>272.87</u>	203 4752207 101 4634207	92.04 180.83 <u>272.87</u>
7388817	A8656	KIMLEY-HORN & ASSOCIATES INC	CDP1310-P/PM SVC-04/30/17-AV K CDP1310-P/PM SVC-05/31/17-AV K CDP1310-P/PM SVC-04/30/17-AV M CDP1310-P/PM SVC-05/31/17-AV M CDP1310-P/PM SVC-04/30/17-AV G CDP1310-P/PM SVC-05/31/17-AV G CDP1310-P/PM SVC-04/30/17-AV J CDP1310-P/PM SVC-05/31/17-AV J CDP1310-P/PM SVC-04/30/17-AV L CDP1310-P/PM SVC-05/31/17-AV L CDP1310-P/PM SVC-04/30/17-AV L CDP1310-P/PM SVC-05/31/17-AV L	2,687.50 6,222.50 7,000.00 5,479.50 2,400.00 3,470.00 2,015.00 2,155.00 2,008.50 4,091.00 5,115.00 5,164.50 <u>47,808.50</u>	210 15BR004924 210 15BR004924 210 15BR005924 210 15BR005924 210 15BR006924 210 15BR006924 210 15BR007924 210 15BR007924 210 15BR008924 210 15BR008924 210 15BR008924 210 15BR008924	2,687.50 6,222.50 7,000.00 5,479.50 2,400.00 3,470.00 2,015.00 2,155.00 2,008.50 4,091.00 5,115.00 5,164.50 <u>47,808.50</u>
7388818	C2195	L A E D C	ANNUAL MEMBERSHIP-08/17-07/18	5,000.00	101 4540206	5,000.00
7388819	C5914	LANDIS, CHRISTINE	CL-PR DM-ORANGE-07/17-18/17	96.00	101 4310201	96.00
7388820	D3933	MALDONADO, M DIANE	DM-PR DM-ORANGE-07/17-18/17	96.00	101 4310201	96.00
7388821	C8380	MC CORMICK ELECTRIC & CONST	CH-LIGHTING REPAIRS	1,375.00	480 11BS019924	1,375.00

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7388822	02270	MELDON GLASS	CDR ST-DOOR MOLDING REPAIRS	115.00	101 4651403	115.00
7388823	07464	MORGAN SOLAR USA INC	06/17-NSC-SOLAR POWER	3,073.85	101 4635652	3,073.85
7388824	07509	NAPA AUTO PARTS	FILTER DRIER/OIL-EQ2300	383.31	101 4641207	383.31
			BLOWER MOTOR CONNCTR-EQ3831	69.42	203 4752207	69.42
			CREDIT-CORE DEPOSIT-EQ2300	(27.19)	101 4641207	(27.19)
			A/C LUBE/ACCUMULATOR-EQ3832	54.29	203 4752207	54.29
			COMPRESSOR-EQ3782	370.84	203 4752207	370.84
			HOSE ASSEMBLY-EQ3832	32.48	203 4752207	32.48
			GAS CAP/FUEL CAP-EQ3831	9.23	203 4752207	9.23
			CALIPER/BRAKE PADS-EQ3824	251.31	203 4752207	251.31
			DISC BRAKE PADS-EQ7300	53.25	101 4785207	53.25
				<u>1,196.94</u>		<u>1,196.94</u>
7388825	D0217	NATIONAL PAYMENT CORPORATION	06/17-DOCULIVERY ITEM CHARGE	178.77	101 4310302	178.77
7388826	08007	O S T S INC	TRNCH/SHORNG TRAINING-07/12/17	1,100.00	101 4320301	1,100.00
			TRNCH/SHORNG TRAINING-07/13/17	1,100.00	101 4320301	1,100.00
				<u>2,200.00</u>		<u>2,200.00</u>
7388827	D2634	O'REAR, JEFFREY R	06/17-PRODUCTION SERVICES	400.00	101 4680225	400.00
7388828	06984	PACIFIC DESIGN & INTEGRATION	06/17-BROADCAST MANAGER SVCS	3,381.00	101 4305302	3,381.00
7388829	08051	PEDRINI, BARBARA	06/17-AM EXERCISE INSTRUCTOR	25.00	101 4643308	25.00
7388830	06160	PRIME TIME PARTY RENTALS	CDR ST-TENT	220.00	101 4651251	220.00
7388831	07287	PRINTING BOSS	SHIRTS(61)	497.53	101 4640251	497.53
			SHIRTS(54)	440.44	101 4640251	440.44
				<u>937.97</u>		<u>937.97</u>
7388832	06087	PRIORITY AUTO GLASS	WINDSHIELD/INSTALL-EQ3818	175.00	203 4752207	175.00
7388833	03411	PYRO SPECTACULARS, INC	BAL-JUL 4 2017-FIREWORKS	13,500.00	101 4687222	13,500.00
7388834	05864	QUINN COMPANY	V BELT SET-EQ3777	71.20	203 4752207	71.20
			FILTERS(6)/ELEMENTS-EQ3394PM	690.65	203 4752207	690.65
				<u>761.85</u>		<u>761.85</u>
7388835	08259	RITUALO, RYAN	RR-PR DM-SAN DIEGO-07/10-13/17	224.00	101 4315201	224.00
7388836	03962	SAFETY KLEEN	ASPHALT	1,264.00	484 4755657	1,264.00
			CHEMCLS/DETERGNT/PAINT/CLEANUP	5,138.00	101 4755355	5,138.00
				<u>6,402.00</u>		<u>6,402.00</u>
7388837	1894	SIGNS & DESIGNS	DM-NAMEPLATE	17.76	101 4310259	17.76

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7388838	01816	SMITH PIPE & SUPPLY INC	FILTER CAPS/MESH SCREENS	106.43	101 4633404	106.43
7388839	03154	SO CA EDISON	05/23/17-06/22/17 ELECTRIC SVC	196.17	482 4636652	196.17
7388840	06429	STANTEC CONSULTING SRVCS INC	CP16002-RFQ 64616-BLVD/30-40 E	3,760.00	206 12ST033924	3,760.00
7388841	04239	TIM WELLS MOBILE TIRE SERVICE	SERVICE CALL/REPAIR-EQ5617	95.00	101 4632207	95.00
			SERVICE CALL/REPAIR-EQ3770	92.00	203 4752207	92.00
			SERVICE CALL/REPAIR-EQ3777	92.00	203 4752207	92.00
			SERVICE CALL/REPAIR-EQ3415	92.00	203 4752207	92.00
			SERVICE CALL/DISMOUNTS-EQ5796	150.00	101 4632207	150.00
			FLAT REPAIR-EQ3368	12.00	203 4752207	12.00
			SERVICE CALL/REPAIR-EQ3832	92.00	203 4752207	92.00
			SERVICE CALL/REPAIR-EQ3775	95.00	203 4752207	95.00
			REPAIR-EQ5849	6.00	101 4635207	6.00
				<u>726.00</u>		<u>726.00</u>
7388842	A7515	U S BANK	05/17-ADMIN FEE	199.82	101 4310301	199.82
7388843	A2124	UNDERGROUND SERVICE ALERT/SC	06/17-TICKETS(284)	426.00	484 4752301	426.00
7388844	07922	VILLANI, TERI	ZELDAS-PERF-MUSIC-06/30/17	250.00	402 4652251	250.00
7388845	C7740	VISION INTERNET PROVIDERS	06/17 WEB HOSTING	1,000.00	101 4305301	423.48
					101 4305301	576.52
				<u>1,000.00</u>		<u>1,000.00</u>
7388846	07169	VIVINT SOLAR	RFND-SOLAR PERMIT-PMT1703189	234.00	251 3201104	234.00
7388847	31026	WAXIE SANITARY SUPPLY	OMP-CN LNR/WIPES/DSNFCTNT/CLNR	400.36	101 4634406	400.36
7388848	D0298	WILLDAN FINANCIAL SERVICES	CFD 89-1-COMMNTY FACLTS ADMIN	2,000.00	830 4300301	2,000.00
			AD 93-3-LOCAL IMPROVMNT ADMIN	1,213.90	811 4100301	1,213.90
				<u>3,213.90</u>		<u>3,213.90</u>
7388849	C7604	YOUNG CHAMPIONS	06/17-SELF DEFENSE INSTRUCTION	2,318.40	101 4643308	2,318.40
7388850	C2434	VINSA INSURANCE ASSOCIATES	LIABILITY POLICY FY17/18	243,718.10	101 4330260	243,718.10
7388851	C2434	VINSA INSURANCE ASSOCIATES	WORKERS COMP POLICY FY17/18	1,071,446.00	101 2166500	1,071,446.00
7388852	02357	A V TRANSIT AUTHORITY	APR-JUN 17-BUS STOP MAINTENNCE	18,845.75	207 4330404	18,845.75
			1ST QTR OPRT CNTRBTNS-FY18	374,666.34	207 4330301	374,666.34
				<u>393,512.09</u>		<u>393,512.09</u>
7388853	04476	J T B SUPPLY INC	RED LEDS(2000)	54,375.00	483 4785461	54,375.00
7388854	06672	SO CAL DESIGN	CH-FASCIA IMPROVEMENTS	53,224.80	109 11BS019924	22,240.00
					228 11BS019924	13,600.00

City of Lancaster Check Register



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				53,224.80	480 11BS019924	17,384.80
						53,224.80
7388855	C2434	VINSA INSURANCE ASSOCIATES	PROPERTY POLICY FY17/18	841,188.41	101 4330260	841,188.41
Chk Count					Check Report Total	4,481,425.31
						257

STAFF REPORT
City of Lancaster

Date: August 8, 2017
To: Mayor Parris and City Council Members
From: Pamela Statsmann, Finance Director
Subject: **Transfer of Funds for Unclaimed Checks**

CC 3
08/08/17
MVB

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 \$129.53 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 four (4) uncashed checks dated at least one year prior to June 30, 2016, totaling \$129.53.

PS:cu

Attachment:

Listing of checks

CHECK					
FUND	NUMBER	DATE	AMOUNT	VENDOR #	VENDOR NAME
TO BE SENT TO COUNCIL IN AUGUST 2017					
101	7361305	8/30/2013	\$ 34.00	D3662	DSOUZA, CALVIN
101	7362594	11/1/2013	\$ 60.00	D3736	LOCAL LIVING INC
101	7363605	12/27/2013	\$ 25.00	D3787	GASPARD, JERRY
101	269980	1/16/2015	\$ 10.53	PAYROLL	MYLES, DOMINIQUE M
TOTAL			\$ 129.53		

STAFF REPORT
City of Lancaster

CC 4
08/08/17
MVB

Date: August 8, 2017

To: Mayor Parris and City Council Members

From: Britt Avrit, MMC, City Clerk

Subject: **Revised Citywide Records Retention Schedule**

Recommendation:

Adopt **Resolution No. 17-38**, repealing Resolution No. 00-226 and Resolution No. 00-227 and adopting a revised Records Retention Schedule.

Fiscal Impact:

None for this action.

Background:

A robust Records Retention Schedule is an important part of a systematic Records Management Program. The Retention Schedule is a list of the types of Records, in any format, received or created by the City and consists of broad categories that represent a single function that may be handled by any department. It is used to outline how long Records shall be retained by the City and has been prepared in compliance with federal, state and local law.

The current Records Retention Schedule and Retention Policy were adopted in September, 2000 and have been updated occasionally in response to new or revised laws or statutory requirements. Earlier this year, Kaizen Infosource, Inc. was retained to completely update the Records Retention Schedule. The attached document is a result of a coordinated effort and staff's hard work to ensure the City appropriately retains Records according to established regulations which protects the City from potential liability.

The Records Retention Schedule is flexible in nature as, over time, laws and/or business practices may change which may impact the retention requirements or needs for those Records. Changes to the Records Retention Schedule can be made by request of the City Clerk, approval of the City Attorney and concurrence of the City Manager.

Attachments:

Resolution No. 17-38
Records Retention Schedule

RESOLUTION NO. 17-38

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, CALIFORNIA REPEALING RESOLUTION NO. 00-226 AND RESOLUTION NO. 00-227 AND ADOPTING A REVISED RECORDS RETENTION SCHEDULE

WHEREAS, the keeping of numerous records is not necessary after a certain period of time for the effective and efficient operation of the government of the City of Lancaster;

WHEREAS, Section 34090, et seq, of the Government Code of the State of California provides the parameters whereby any City Record which has served its purpose and is no longer required may be destroyed;

WHEREAS, the City Council of the City of Lancaster, (the "City Council"), previously adopted Resolution No. 00-227 on September 12, 2000, creating a Records Retention Schedule which established procedures for retaining City Records in active files and inactive files, and for disposing of Records when they are no longer needed for administrative, fiscal, historical, or legal purposes;

WHEREAS, a comprehensive Records Retention Schedule is a vital component of a successful, systematic Records Management Program;

WHEREAS, a Records Management Policy has been developed to provide the procedures for the implementation of the Records Retention Schedule and to provide for the routine disposition of Records during the normal course of business;

WHEREAS, the Records Management Policy will enable the City to function efficiently with a minimum of equipment, will facilitate access to public records, and will continue the tradition of good Records Management for the City;

WHEREAS, a Records Retention Schedule is a 'flexible' document to accommodate legal, administrative and fiscal policy changes.

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

Section 1. Resolution No. 00-226 is hereby repealed.

Section 2. Resolution No. 00-227 is hereby repealed.

Section 3. The City Manager is hereby directed and authorized to establish a Records Management Policy in compliance with federal, state and local law.

Section 4. The Records Retention Schedule attached hereto as Exhibit A is hereby approved. Further, the future disposition of the types of Records generated or received by the City of Lancaster, as listed in Exhibit A, is hereby authorized for disposition as outlined in accordance with Section 34090, et seq., of the Government Code of the State of California.

Section 5. The City Clerk, is authorized to amend the adopted Records Retention Schedule with the concurrence of the City Manager and the City Attorney without further approval from the City Council as necessary to ensure compliance with federal, state and local law.

PASSED, APPROVED and ADOPTED this 8th day of August, 2017, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

APPROVED:

BRITT S. AVRIT, MMC
City Clerk
City of Lancaster

R. REX PARRIS
Mayor
City of Lancaster

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

CERTIFICATION OF RESOLUTION
CITY COUNCIL

I, _____, _____ City of Lancaster,
CA, do hereby certify that this is a true and correct copy of the original Resolution No. 17-38, for
which the original is on file in my office.

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

(seal)

City of Lancaster
Retention Schedule

ACRONYMS USED IN LEGAL CITATIONS
 AC = While Active CL = Closed/Complete CU = Current Year D = Day FR = Final Resolution LA = Limitation on Action
 LI = Life (of program, asset) M = Month MA = Maturity MAINT = Maintain Records PR = Permanent S = Superseded T = Termination Y = Year

Record No.	Record Name and Description	Example Records	Department/Office of Record	Retention	Legal Citations and Comments
001	Community Outreach, Media and Public Relations Official external-facing communications and advertising materials for the City, including documentation of outreach activities/events held in cooperation or for the benefit of the local community	Brochures Events (<i>programs, waste collection, education</i>) FAQs Mailers Media Packets, Releases, Kits Outlook Magazine Photos PowerPoint Presentations for Council Members Press Kits Public / Media Inquiries Public Information / Outreach / Education Publications Produced by the City (<i>newsletter, visitors guide</i>) Publicity Files Social Media (<i>City Website, Facebook, Twitter, Instagram, etc.</i>) Slate of the City Videos	Administration	4Y	CA - CCP 337 - (LA4Y) CA - GOV 34090 - (2Y)
002	Economic Development Programs and Services Records and information documenting the City's economic development programs including marketing, events and customer relationships management.	Business Incentive Programs (<i>grants, funding</i>) Business Recruitment Programs Community Activities Demographics Economic Development Programs Economic Development Strategy Marketing (<i>website</i>) Outreach Partnerships (<i>Destination Lancaster, Boulevard</i>) Property and Business Improvement District Owners Association Annual Reports (<i>Destination Lancaster, BLVD Association</i>)	Administration	While Active + 4Y	CA - CCP 337 - (LA4) CA - GOV 34090 - (2Y) CA - SHC 36650(b) - (MAINT) US - 2 CFR 200.333 - (CL+3Y)
003	Emergency Management All documentation for dealing with preparation for and responses to emergencies, disasters and/or system failures for City facilities. Includes the Emergency Operations Center.	After-Hours Binder Business Continuity Plans Disaster Council Disaster Recovery Plan Drill Records Emergency Contact Lists, Employee Lists, Roster of Workers Emergency Evacuation Procedures Emergency Operations Center Emergency Preparedness Emergency Response Programs Evacuation Plans Fire Prevention Plan Hazard Mitigation Plan Telephone Trees	Administration Development Services	Superseded + 2Y	CA - GOV 34090 - (2Y)
004	Hazardous Waste, Monitoring and Remediation Planning, monitoring and contingency/emergency action plans for hazardous waste, emergency and spill response, natural and exposure emergencies, notifications and response; environmental action plans and supporting documentation; hazardous communications plans, including labeling, MSDS controls, training programs and procedures.	Employee Hazardous Chemical Exposure Hazardous Material Incident Reports Hazardous Substances Shipping Manifests Hazardous Waste Collection Facility (<i>vehicular fluids, paint, oils</i>) Material Safety Data Sheets (<i>MSDS</i>) Proposition 65 Monitoring Site Mitigation (<i>cleanup</i>) Toxic Substance Inventory	Administration Development Services Human Resources Legal/Risk Management Parks, Recreation & Arts	While Active + 30Y	CA - 8 CCR 3204d - (CL+30Y) CA - 22 CCR 66262.40 - (3Y) CA - CCP 338.1 - (LA5Y) CA - GOV 34090 - (2Y) US - 29 CFR 1910.1020 - (CL+30Y)
005	Event and Activity Permits Documentation of permits issued for events and temporary activities, including encroachments for temporary work, that will take place on public property within the City.	Applications Block Parties Dumpsters Filming Permits Newsstands Notices Parades Road Closures Special Events Street Permits Tent Permits Tree Trimming	Administration Development Services Parks, Recreation & Arts	4Y	CA - CCP 337 - (LA4Y) CA - GOV 34090 - (2Y)

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Record No.	Record Name and Description	Example Records	Department/Office of Record	Retention	Legal Citations and Comments
006	Employee Training and Development All documents related to general and specialized technical education and training taken by officials, paid employees and unpaid volunteers, including: - Ethics and Harassment - Fire Extinguisher - First Aid/CPR - Privacy - Safety - Specialized Equipment	Certification Records Compliance Training Individual Employee Education, Development Tracking Proof of Individual Attendance	All Departments	Termination + 5Y	CA - 8 CCR 3203 - (CU+1) CA - GOV 12946 - (T+2Y) CA - GOV 34090 - (2Y) CA - GOV 53235 2b - (5Y) US - 29 CFR 1602.14 - (FR+1Y) US - 29 CFR 1602.31 - (T+2Y)
007	Employee Training Materials, Courses, Scheduling Documentation regarding the content of courses and schedules for training offered to employees, officials and volunteers.	AB1234 Employee Development Presentation Materials PowerPoint Presentations Rosters Sign-in Sheets Testing Training Bulletins	All Departments	2Y	CA - GOV 34090 - (2Y) US - 29 CFR 1602.14 - (FR+1Y)
008	Grants and External Funding Sources Documents the application, evaluation, awarding, administration, monitoring, reporting, and status of grants and other funding sources in which a local government entity is the recipient, grantor, allocator, or administrator. Includes: - Community Development Block Grant (CDBG) - Combined Federal, State, Local Grants - Enterprise Funds (water, waste, housing) - Federal Grants - Local Grants - Mayor's Health and Wellness Account - State Grants - Transportation Agency Funding	Applications (<i>including project proposals</i>) Audits Award Notification Grant Administration Grant Funding Grant Evaluations Program Rules, Regulations, Procedures Reports to Funding Agencies	All Departments	Audit* + 3Y	CA - GOV 34090 - (2Y) US - 2 CFR 200.333 - (CL+3Y) * Closure of Audit by Funding Agency Unsuccessful applications are retained for 2 years. NOTE: If a grant requires longer retention, its specific requirements will take precedence.
009	Historical Documents, Events, Memorabilia, Collections, Artifacts Records and information documenting the history and significant milestones of the City	Audio/Video Recordings of Meetings (<i>City Council, Commissions, Committees</i>) Biographies of City Officials Census Information City Seal City Generated Historical Studies / Reports City Incorporation City Publications Demographics Elections (<i>historic, significant</i>) Executive, City Official Communications, Speeches, Videos Final Annual Budgets Historic Districts Historic Media Releases Historical Events, Artifacts, Architecture, Designations, Projects Historical Parks, Facilities Memorial Programs Picture Collections Publicity Photographs Registered Logos Significant News Clippings, Releases Trademarks (<i>Walk of Honor, Poppy Festival</i>)	All Departments	Permanent	CA - GOV 34090 - (2Y) CA - GOV 54953.5(b) - (30D)

City of Lancaster
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Record No.	Record Name and Description	Example Records	Department/Office of Record	Retention	Legal Citations and Comments
010	Policies, Procedures and Plans All administrative documentation of City policies and procedures	Administrative Policies Directives Employee Manuals General Orders Guidelines Five-Year Plans Handbooks Policies Procedure Manuals Procedures Program / Initiative Plans Retention Schedule Standards	All Departments	Superseded + 6Y	CA - GOV 34090 - (2Y) US - 26 CFR 31 6501 - (CU+3Y) US - 29 CFR 1602.14 - (FR+1Y) US - 29 CFR 1627.3 - (Termination of Plan+1Y) US - 45 CFR 164.530(j) - (CU+6Y)
011	Public Notices Records documenting compliance with laws requiring public notice of government activities. Subjects include assessments, elections, land use changes, public meetings and hearings, sale of property, and others	Affidavits of Mailing Affidavits of Posting Affidavits of Publication/Legal Notices Public Hearing Notices Public Meeting Notices	All Departments	4Y	CA - CCP 343 - (LA4Y) CA - CCP 1513 - (3Y) CA - GOV 34090 - (2Y) CA - GOV 50050 - (3Y)
012	Service Issues, Complaints Documentation regarding department complaints and related requests for service.	Complaints Issues Log Service Tickets Trouble Reports	All Departments	Closed + 2Y	CA - GOV 34090 - (2Y)
013	Agreements, Contracts and Leases Executed agreements, contracts, leases (which includes any type of contract, such as an agreement, franchise, or lease) and associated ancillary documents, between the City and other parties or agencies	Addendums and Amendments Disclosures LCE Buy Agreements Leases, Attachments Letters of Intent License Agreements, Licenses Licensing, Licenses (<i>general</i>) Lien Agreements Maintenance Agreements Memoranda of Agreement (<i>MOAs</i>) Memoranda of Understanding (<i>MOUs</i>) Real Estate Leases, Attachments Statements of Work (<i>SOWs</i>) Undertaking Agreements	City Clerk	Closed + 10Y	CA - CCP 315 - (LA10Y) CA - CCP 337 - (LA4Y) CA - CCP 337.1 - (LA4Y) CA - CCP 337.15 - (LA10Y) CA - CCP 343 - (LA4Y) CA - GOV 34090 - (2Y) US - 26 CFR 31 6001-1 - (CU+4Y) US - 29 CFR 516.5 - (3Y) US - 40 CFR 70.6 - (CL+5Y) US - 40 CFR 122.21(p) - (3Y) US - 40 CFR 122.41(j) - (3Y)
014	Appointments to Boards, Commissions and Committees Staff records related to appointments made by authorized elected officials to councils, committees, boards, and commissions. NOTE: Records of unsuccessful candidates for appointed positions are retained for two years	Applications (<i>appointed, unsuccessful</i>) Interview Notes Letters of Appointment Letters of Recommendation Oaths of Office Resumes Submitted Documents	City Clerk	Term of Office + 2Y	CA - GOV 34090 - (2Y)
015	Election Records - Administrative Files Documentation of the administration of City elections.	Applications for Vote-by-Mail Ballots - Voted and Unused Precinct and Inspector Files	City Clerk	6 Months	CA - EC 17302(b) - (6M) CA - EC 17306(b) - (6M) CA - EC 17503(b) - (6M) CA - EC 17505(b) - (6M)
016	Election Records - Candidates Elected Records and information related to the filing of campaign and election documentation by candidates who are elected to City offices.	Campaign Disclosures Campaign Statements	City Clerk	Permanent	CA - GOV 81009(b) - (PR)
017	Election Records - Candidates Not Elected Records and information related to the filing of campaign and election documentation by candidates, but who are not elected.	Campaign Disclosures Campaign Statements	City Clerk	5Y	CA - GOV 81009(b) - (5Y)

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Record No.	Record Name and Description	Example Records	Department/Office of Record	Retention	Legal Citations and Comments
018	Election Records - Committees Records and information related to the filing of FPPC forms for Political Action Committees, Local Ballot Measure Committees, and General Purpose Committees.	FPPC Series 400 Forms	City Clerk	7Y	CA - GOV 81009 (c) - (7Y)
019	Election Records - Initiative, Recall, or Referendum Administration Records related to the submission and processing of initiative, referendum, recall, or ballot measures, excluding petitions.	Ballot Measure (<i>Arguments For / Against, Full Text, Rebuttals, Impartial Opinion</i>) Election Results Petition Administration	City Clerk	2Y	CA - GOV 34090 - (2Y)
020	Election Records - Initiative, Recall, or Referendum Petitions Petitions for initiative, referendum, recall, or ballot measures, whether successful or not.	Petitions	City Clerk	8 Months	CA - ELEC 17200 - (8 Months) CA - ELEC 17400 - (8 Months)
021	Election Records - Nomination Documents Records and information related to the filing of nomination papers and petitions in lieu of filing fee.	Candidate Statements (<i>for sample ballot</i>) Nomination Papers Petitions in Lieu of Filing Fee Signatures in Lieu of Filing Fee Petitions Supplemental Nomination Papers	City Clerk	Term of Office + 4Y	CA - ELEC 17100(a) - (T+4Y)
022	FPPC Forms - Mandated Reporting Forms mandated by state law related to receipt and redistribution of gifts and honoraria, ceremonial roles, and holding of multiple positions for certain employees, elected or appointed officials, or consultants.	Form 801 Form 802 Form 806	City Clerk	2Y	CA - GOV 34090 - (2Y)
023	FPPC Forms - Statements of Economic Interest Statements of economic interest mandated by state law for certain employees, elected or appointed officials, or consultants.	Form 700	City Clerk	Term of Service or Termination of Employment + 7Y	CA - GOV 34090 - (2Y) CA - GOV 81009 - (7Y)
024	Legislative Affairs Records of all actions taken by City legislative bodies, including City Council, City Commissions and Boards, Task Forces and Committees taken during public and closed session meetings.	Agendas Agenda Packets (<i>includes staff reports</i>) Agenda Summary Reports City Codes City-wide Plans/Programs Adopted Legislative Packets Meeting Minutes Minute Books & Index Municipal Code Opinions on Pending Legislation Ordinances Petitions to Council Policy Resolutions Proclamations Resolutions Summary of Actions, Statement of Actions (SOAs) Supplemental Communications	City Clerk	Permanent	CA - CCP 315 - (LA10Y) CA - CCP 321 - (LA5Y) CA - CCP 336 - (LA5Y) CA - CCP 336a - (LA6Y) CA - CCP 337 - (LA4Y) CA - CCP 337.5 - (LA10Y) CA - GOV 34090(e) - (PR)
025	Passport Acceptance Records and information related to services performed by the City Clerk's office in support of federal passport programs.	Passport Acceptance Transmittals	City Clerk	2Y	CA - GOV 34090 - (2Y) US - State Dept 2011-2012 Passport Guide (2Y)
026	Public Information Request Records requested by the public, required for provision to the public, and related inquiries.	Collection Lists Formal Public Records Requests Inquiries Maddy Act Lists Subpoenas (<i>other than City legal actions, e.g., records, witness</i>)	City Clerk	2Y	CA - GOV 34090 - (2Y)

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027	Records, Information Management Documentation of the compliance with Records and Information Management policy and procedures.	Certificates of Destruction Document Hold Notices, Updates Inactive Records Storage Information Lists of Stored / Destroyed Records Records Transfers (to storage, to other depts)	City Clerk	10Y	CA - CCP 315 - (LA10Y) CA - CCP 337 - (LA4Y) CA - CCP 337.15 - (LA10Y) CA - GOV 34090 - (2Y) US - 26 CFR 31.6001-1 - (CU+4Y) US - 26 CFR 301.6501 - (CU+3Y)
028	Speaker Cards Cards submitted by public attendees at City Council and Commission sessions who wish to speak during the session.	Speaker Cards	City Clerk	6 Months	
029	Recorded Documents Records and information pertaining to those original key documents recorded on behalf of the City.	Abandonments Address Records Annexations Certificate of Correction Certificates of Compliance Conveyances from the City (deeds, easements, abandonments/vacations) Conveyances to the City (deeds, easements, dedications) Deeds Delachments Easements Grant Deeds Grant of Easements Irrevocable Offers to Dedicate Liens Lot Line Adjustments Property and Business Improvement District Assessment Diagrams (Destination Lancaster, BLVD Association) Rights-of-Way Vacations	City Clerk Development Services Housing	Permanent	CA - GOV 34090(a) - (PR) CA - SHC 36627 - (MAINT)
030	Budget Management Records and information relating to final approved City budgets.	Budget Reports Gann Limit Annual Review Revenue/Expenditure Reports Trial Balance/Balance Sheets (Finals)	City Clerk Finance	4Y	CA - GOV 34090 - (2Y) US - 26 CFR 31.6001 (CY+3Y) US - 26 CFR 301.6501 - (CY+3Y)
031	Financial Reporting - Annual, Periodic Issued and official periodic financial reports, whether required by regulations or generated to track financial transactions by the City.	CAFR Workpapers Form 990 Revenue/Expenditures Reports Self Insurance Reports Treasurer's Report Workers Compensation Reports	City Clerk Finance	6Y	CA - GOV 34090 - (2Y) US - 26 CFR 1.1461-2 - (CU+1Y) US - 26 USC 6531 - (LA6Y)
032	Restitution for Damages to City Property Records and information associated with investigations, findings and collections of monies due.	Accounts Receivable Invoices and Backup Case Files Investigations Monitoring Purchase Orders Receipts Repair Work Orders Requests for Invoices	Code Enforcement Development Services Public Safety Legal/Risk Management	Final Resolution + 2Y	CA - GOV 34090 - (2Y)

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Record No.	Record Name and Description	Example Records	Department/Office of Record	Retention	Legal Citations and Comments
033	Building Codes and Permits Records and information documenting all applications for building permits within the City and the permits issued	Applications Building Code Board of Appeals Building Code Books Adopted by Ordinance (<i>California Building Code, California Residential Code, California Mechanical Code, etc.</i>) Building Inspections Building Permits (issued, expired, finalized) Certificates of Completion Certificates of Occupancy Disability Access Board of Appeals Electrical Permits Grading Permits Inspection Correction Notices Mechanical Permits Plumbing Permits Soils Reports	Development Services	Permanent	CA - CBC 107.5 - (180D) CA - CCP 337.1 - (LA4Y) CA - CCP 337.15 - (LA10Y) CA - GOV 34090 - (2Y) CA - HSC 19850 - (LI*) * Life of Building
034	Building Permits - Drafts and Plan Checks Records and information documenting drafts and plan checks for building permits issued by the City	Draft Plans Plan Checks	Development Services	While Active*	* Until building is finalized
035	Building Plans and Construction Documents Records and information documenting building plans and construction-related documents.	Building Plans Commercial Structural Plans Construction Documents Elevation Plans Industrial Plans Master Plans Multi-family Residential Plans (over 4 units) Plot Plans Site Plans	Development Services	Life of Building or Facility + 10Y	CA - CBC 107.5 - (180D) CA - CCP 337.1 - (LA4Y) CA - CCP 337.15 - (LA10Y) CA - GOV 34090 - (2Y) CA - HSC 19850 - (LI*)
036	Building Plans and Construction Documents - Building Never Started Records and information documenting building plans and construction-related documents for buildings that were never started.	Building Plans Commercial Structural Plans Elevation Plans Industrial Plans Master Plans Multi-family Residential Plans (over 4 units) Plot Plans Site Plans	Development Services	Expiration of Permit + 5Y	CA - CBC 107.5 - (180D) CA - GOV 34090 - (2Y)
037	Building Plans and Construction Documents - Residential Exception Building plans and construction-related documents for residential projects that are: (a) Single or multiple dwellings not more than two stories and basement in height (b) Garages and other structures appurtenant to buildings described under subdivision (a). (c) Farm or ranch buildings. (d) Any one-story building where the span between bearing walls does not exceed 25 feet. The exemption in this subdivision does not, however, apply to a steel frame or concrete building.	Building Plans Construction Documents Master Plans Structural Calculations	Development Services	Completion + 2Y	CA - CBC 107.5 - (180D) CA - GOV 34090 - (2Y)
038	Encroachments Records documenting permanent infrastructure-related encroachments upon City property.	Encroachment Permits, Certificates	Development Services	While Active + 10Y	CA - CCP 337.1 - (LA4Y) CA - CCP 337.15 - (LA10Y) CA - GOV 34090 - (2Y)
039	Encroachments - Temporary Records documenting temporary encroachments upon City property.	Encroachment Permits, Certificates	Development Services	While Active + 2Y	CA - GOV 34090 - (2Y)
040	Expired Building Permits Records and information documenting building permits that were issued but never finalized.	Applications	Development Services	Expiration + 2Y	CA - CBC 107.5 - (180D) CA - GOV 34090 - (2Y)

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041	Fuel Management Records related to the management of fuel storage and disbursement for City vehicles.	California Air Resources Board Certificate Fuel Pump, Fuel Tank Maintenance Fuel Reports, Fuel Tickets	Development Services	5Y	CA - 18 CCR 4901 - (4Y) CA - GC 34090 - (2Y) US - 40 CFR 280 34 - (MAINT) US - 40 CFR 280 45 - (5Y)
042	Planning and Zoning Services Records and information pertaining to the activities of the planning division, including zoning. Includes Discretionary Entitlement (hearing required) records.	ABC Notifications for Liquor Licenses Below Market Rate Units / Affordable Housing Conditional Use Permits (CUP) Design Review and Appeals Development Regulations Director's Review E.I.R., Notice of Determination, Categorical Exemption General Plan Home Occupation Permits (HOP) Negative Declaration Parking Calculations Planning Commission Zoning and Subdivision Ordinance Amendments Plot Plans Planning Review Case Files (notices, neighbor letters, plans, blueprints) Public Use Site Plan Reviews Site Plans Tentative Maps Use Permits Variances Zoning, Rezoning and Map Amendments	Development Services	Permanent	CA - 14 CCR 15095 - (MAINT) CA - CCP 337 1 - (LA4Y) CA - CCP 337 15 - (LA10Y) CA - GOV 12981 - (1Y) CA - GOV 34090 - (2Y) CA - HSC 19850 - (L1*) * Life of the Building
043	Public Works Project Files - CIP Project Certified Payrolls Certified payrolls associated with Capital Improvement Projects.	Certified Payrolls	Development Services	Notice of Completion + 3Y	CA - GOV 34090 - (2Y)
044	Public Works Project Files - CIP Projects Records and information related to the administration, analysis, design, development, planning, construction and maintenance of public works Capital Improvement (CIP) and related engineering projects for City facilities and infrastructure. Includes projects funded from various sources including bonds, grants, capital improvement and general fund.	Agreements, Task Orders Assessments Award Letters - Notice to Proceeds Batch Tickets (asphalt, concrete)/Materials Certifications Bid Bond Return Letters, Surety Bond Inquiries Capacity (water, wastewater) Fees Certified Payrolls w/Wage Determinations Certificates of Compliance/Notice of Non-Compliance Daily Inspections and Progress Meetings E.I.R., Notice of Determination, Categorical Exemptions Encroachment Permits, Certificates Field Inspections, Closures Final Improvement Plans/As-Built Plans Inspection Logs, Schedules Photos/Pictures Preliminary Notices/Stop Notices Project Emergency Contacts Project Plans and Schedules, Insurance, Permits Public Hearings Purchase Orders/Pay Requests/Invoices Real Estate Appraisals Soils Reports Specifications, RFQs/RFPs, Calculations, Change Orders Studies and Surveys Submittals/RFIs/Bid Packages Underground Utilities Maps	Development Services	Permanent	CA - CCP 337 1 - (LA4Y) CA - CCP 337 15 - (LA10Y) CA - 14 CCR 15095 - (Reasonable) CA - GOV 34090 - (2Y) CA - HSC 19850 - (L1)* US - 40 CFR 122.21(p) - (3Y) US - 40 CFR 122.41(j) - (3Y) * Life of Building, Asset or Facility

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Record No.	Record Name and Description	Example Records	Department/Office of Record	Retention	Legal Citations and Comments
045	Public Works Project Files - Development Projects Records and information related to the administration, analysis, design, development, planning, construction and maintenance of developer driven projects involving City infrastructure.	Assessments Certificates of Compliance/Notice of Non-Compliance Daily Inspections and Progress Meetings Development Fee Book Encroachment Permits, Certificates Engineering Plans (streets, sewers, infrastructure, drainage, landscape, lighting, grading) Field Inspections, Closures Flood Control Calculations Photos/Pictures Project Plans and Schedules, Insurance, Permits Public Hearings Soils Reports Specifications, Calculations, Change Orders Studies and Surveys Underground Utilities Maps	Development Services	While Active + 10Y	CA - CCP 337.1 - (LA4Y) CA - CCP 337.15 - (LA10Y) CA - 14 CCR 15095 - (Reasonable) CA - GOV 34090 - (2Y) US - 40 CFR 122.21(p) - (3Y) US - 40 CFR 122.41(j) - (3Y)
046	Real Property Maps and Drawings Final maps and geographical information pertaining to properties within the City	Aerial Photos Assessor Parcel Maps Annexations Bikes and Trails Building Site Determination Drainage Final Improvement Plans/As-Built Plans Geographic Information System (GIS) Improvement Plans, Drawings Lot Line Adjustments Lot Numbers Major Subdivisions (SD) Minor Subdivisions (MS) Parcel Mergers Parcels, Plats Rights of Way Sphere of Influence Street Address Files Subdivisions Tracts Vellums Zoning Maps	Development Services	Permanent	CA - CCP 337.15 - (LA10Y) CA - GOV 34090d - (2Y) CA - HSC 19850 - (LI*) * Life of Building, Asset or Facility
047	Recycling Program Records and information of the management of the City's recycling program, including eWaste and waste oil.	Curbside Pickup Recycling Collection Facility	Development Services	2Y	CA - GOV 34090 - (2Y)
048	Sewer Management Records and information documenting the operations and maintenance of the City's sewers.	Fats, Oils and Grease (FOG) Program Industrial Waste Inspection Reports Manholes Overflow Repairs, Cleanup Pest Treatment Pump Stations Sewer Mains	Development Services	5Y	CA - GOV 34090 - (2Y) CA - HSC 25244.19 - (4Y) Monitoring and Reporting Program Order No. WQ 2013-0058-EXEC Statewide Waste Discharge Requirements for Sanitary Sewer Systems - (5Y) US - 40 CFR 122.44 - (3Y)
049	Traffic Engineering Records and information of traffic engineering, transportation planning, including studies and surveys, and traffic control and management	ADA Compliance (ramps, sidewalks) Highway Corridors Impact Studies Investigations Signals Signs and Markings (including speed humps) Streets Speed Surveys Street/Highway Studies/Surveys Traffic Control Plans, Temporary Street Closures Traffic Counts Traffic Management Plans Transportation Planning	Development Services	4Y	CA - CCP 337.1 - (LA4Y) CA - GOV 34090 - (2Y)

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Record No.	Record Name and Description	Example Records	Department/Office of Record	Retention	Legal Citations and Comments
050	Water and Drainage Management Records and information documenting the operations and maintenance of the City's recycled water, storm drains, pump stations and drainage ditches.	Drainage Basins NPDES Permit Pump Stations Storage Tanks Storm Drains Water Distribution Water Lines	Development Services	4Y	CA - GOV 34090 - (2Y) CA - HSC 25244 19 - (4Y) US - 40 CFR 122 44 - (3Y)
051	Assessment/Special Funding Districts Records and information documenting the formation and operations of funding districts including those for: - Drainage - Maintenance - Sewer - Street Lighting - Landscaping	Annexations Annual Rate Adjustments (<i>tracking</i>) District Formation Documents Fund Distribution Mello-Roos Reporting	Development Services Finance	Permanent	CA - CCP 337.1 - (LA4Y) CA - CCP 337.15 - (LA10Y) CA - GOV 34090 - (2Y) CA - GOV 60201 - (PR)
052	Real Estate Transactions Records and information related to the ownership, acquisition, disposition, transfer of, lease of, or improvement of real property, infrastructure and facilities including grant deeds, owned by or used by the City	Acquisitions Appraisals Attachments Buildings Capital Improvements Community Development Block Grant (<i>CDBG</i>) Property Acquisitions Deeds of Trust Dispositions Housing Authority Owned Properties Land Mortgages Possessory Interest Property Listings (<i>City-owned for resale</i>) Property Transaction (<i>DDA, DA, etc.</i>) Right of Way Sales Valuation Information	Development Services Finance Housing	Permanent	CA - CCP 337.15 - (LA10Y) CA - GOV 34090(a) - (PR)
053	Building Codes, Building Permits - Complaints and Violations Records and information documenting compliance with, and receipt, processing and resolution of associated complaints, with building codes and permits issues by the City.	Building Inspections Complaints Compliance Case Files Correction Notices Notices of Noncompliance Notices of Violation Stop Work Orders Violation Case Files	Development Services Housing	Final Resolution + 2Y	CA - GOV 34090 - (2Y)
054	Security, Access Operations Records and information regarding physical access controls and protection for City buildings and facilities.	Access Controls Access Reports Badge Requests (<i>facility access</i>) Daily Activity Logs Facility Key Lists Facility Security Plans Key Cards Security Equipment Transaction Logs	Development Services Human Resources IT Legal/Risk Management Parks, Recreation & Arts	2Y	CA - GOV 34090 - (2Y)
055	Building, Property Management Records and information regarding the structure of City buildings.	As-Built Blueprints Construction Records Electrical Wiring Schematics Floor Plans Property Inventory Utility Consumption Tracking	Development Services Parks, Recreation & Arts	Life of Building or Facility + 10Y	CA - CCP 337.1 - (LA4Y) CA - CCP 337.15 - (LA10Y) CA - GOV 34090 - (2Y) CA - HSC 19850 - (LI)

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Record No.	Record Name and Description	Example Records	Department/Office of Record	Retention	Legal Citations and Comments
056	Equipment Management, Repair Records related to the management and maintenance of City equipment including light/heavy equipment, fleet vehicles, small tools, and equipment associated to City buildings (e.g., elevators, air handlers).	Accident Reports Air Quality Permits Calibration Records Equipment Certifications Equipment Accident Reports Fuel Records Maintenance and Repair Work Orders Vehicles/ Fleet Work Orders	Development Services Parks, Recreation & Arts	Life of Equipment + 4Y	CA - 22 CCR 65523 - (2Y) CA - CCP 337 - (LA4Y) CA - GOV 34090 - (2Y) US - 26 CFR 31 6501 - (CU+3Y) US - 26 CFR 301 6501 - (CU+3Y)
057	Facility Maintenance Records related to the maintenance of City facilities and infrastructure, including responses to public complaints	Accident Reports Irrigation Landscaping Maintenance and Repair Work Orders Maintenance Reports (<i>buildings, sidewalks</i>) Storm Drains Street Lights (<i>poles, lights</i>) Street Maintenance (<i>asphalt, concrete</i>) Street Sweeping Swimming Pools Tree Service Work Orders	Development Services Parks, Recreation & Arts	4Y	CA - 22 CCR 65523 - (2Y) CA - CCP 337 - (LA4Y) CA - GOV 34090 - (2Y) US - 26 CFR 31 6501 - (CU+3Y) US - 26 CFR 301 6501 - (CU+3Y)
058	Maintenance Inspection Reports Reports of inspections of maintenance performed on City facilities and infrastructure including: - Buildings - Changeable Message Signs (CMS) - Closed Circuit TVs - Streets - Sidewalks - Signals and Bridges - Storm Drains - Streetlights - Trees	Air Quality Inspections Backflow Inspections Elevator Certificates Equipment Inspections Facility Inspections Fire Inspections Inventory of City Trees Logs Reports Sidewalks Storm Drains Streetlights Streets Trees	Development Services Parks, Recreation & Arts	4Y	CA - CCP 337 - (LA4Y) CA - GOV 34090 - (2Y)
059	Operational Maps Informal maps and geographical information pertaining to City operations and services	Sewer TV Surveys Street Lighting Street Sweeping Tree Trimming Trash Pick-up	Development Services Parks, Recreation & Arts	Superseded + 4Y	CA - CCP 337 1 - (LA4Y) CA - GOV 34090 - (2Y)
060	Accounts Payable and Receivable Records and information related to the accounting of monies paid to or paid by the City including payment for financial obligation.	Aging Reports Assessment District/Special District Payments Business License Fees Cash Records (<i>cash collections, cash disbursement, cash register receipts, cash receipts</i>) Check Listing Credit Memos Employee Expense Reports, Reimbursements Fees and Taxes Invoices and Vouchers Payments for Citations Purchasing Card Expense Reconciliation/Allocations (CalCards) Receiving Documents Reconciliations Refunds	Finance	Audit + 4Y	CA - CCP 338 - (LA3Y) CA - GOV 34090 - (2Y) US - 26 CFR 31.6001 - (CU+4Y)
061	Accounts Payable and Receivable - Tax Forms Records and information related to tax forms associated with accounts payable and receivable.	Form 1099 Records Form W-9 Records Sales and Use Taxes Paid Tax Revenue (<i>card room taxes, gas taxes, property taxes, transient occupancy taxes, utility user taxes</i>)	Finance	7Y	CA - CCP 338 - (LA3Y) CA - GOV 34090 - (2Y) US - 26 CFR 31 6001 - (CU+4Y) US - 26 USC 6531 - (LA6Y)

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062	Banking Information Records and information related to banking authorities, activities, transactions and correspondence. This category includes reconciliations.	Bank Account Administration Bank Statements (<i>all agencies</i>) Checks, Canceled Check Copies Check Registers, Journals Corrections / Returns / Adjustments Deposit Permits, Deposits Electronic Banking Transactions Reconciliations Signature Cards Transfers Treasurer Receipts Credit Card Merchant Activity Statements	Finance	4Y	CA - GOV 34090 - (2Y)
063	Business Licenses Records and information documenting the issuance of City business licenses.	Annual Licenses Applications Business Licenses (<i>applications, financial history, reports</i>) Home Business Licenses Rental Housing Business Licenses	Finance	While Active + 5Y	CA - CCP 337 - (LA4Y) CA - GOV 34090 - (2Y)
064	Debt, Investments Records and information relating to analysis of City financing and investment activities.	Amortization Schedules Annual Reports Arbitrage Reports Bonds (<i>continuing disclosures, bond rating reports, debt service payments, official statements</i>) Certificates of Deposit (CDs) Direct Investments Financial Investment Planning Investment Reporting and Portfolio Management Loans (<i>debt state loans, water</i>) Local Agency Investment Fund (LAIF) Payment History/Schedules Security Instruments Stock / Equity / Debt Issuance, Repurchase Records Trust Accounts	Finance	Maturity* + 5Y	CA - CCP 336 - (LA5Y) CA - CCP 337 - (LA4Y) CA - CCP 338 - (LA3Y) CA - GOV 34090 - (2Y) US - 26 CFR 31 6001 - (CU+4Y) US - 26 CFR 301 6501 - (CU+3) * Maturity includes cancellation and redemption
065	Financial Reporting - Official Official financial reports of the City.	Annual Report of Financial Transactions To State Annual State Controller Filings Audited Financial Statements Comprehensive Annual Financial Report (CAFR) State Controller's Report State Compensation Report	Finance	Permanent	CA - GOV 34090 - (2Y) US - 26 USC 6531 - (LA6Y)
066	General Ledger, Journal Entries, Adjustments Records and information related to the transfer of charges between accounts and summaries of account information, including year end summaries of general ledger transactions.	Account Ledgers Sub-Ledgers Budget Adjustments Balance Sheets Cash Journal Entries Chart of Accounts Downloads / Data Exports Expenditure Reports General Ledger Journal Entries and Backup Documentation Revenue Summary Reports Trial Balance Year-End / Account Detail History Report	Finance	Audit + 4Y	CA - GOV 34090 - (2Y) US - 26 CFR 31 6001 - (CU+4Y)
067	General Obligation Bonds Records and information relating to general obligation bonds issued by the City.	Annual Reports General Obligation Bonds (<i>continuing disclosures, bond rating reports, debt service payments, official statements</i>)	Finance	Maturity* + 10Y	CA - CCP 336 - (LA5Y) CA - CCP 337 - (LA4Y) CA - CCP 337.5 - (LA10Y) CA - CCP 338 - (LA3Y) CA - GOV 34090 - (2Y) US - 26 CFR 31 6001 - (CU+4Y) US - 26 CFR 301.6501 - (CU+3) * Maturity includes cancellation and redemption

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Record No.	Record Name and Description	Example Records	Department/Office of Record	Retention	Legal Citations and Comments
068	Payroll Records and information related to the accounting of payroll earnings, deductions, and issuance. This also includes records and information reflecting all earnings and benefits paid to each employee, including: - Name, address, SSN - Total amount and date of payments - Period of service covered for each - Withholding - Tax collected	Benefit Payments Deduction Authorizations, Registers, Reports Deferred Compensation Employee Master Lists, Addresses Extra Help Reports Federal and State Tax Labor and Fringe Distribution P.E.R.S. Reporting Payroll Checks, Copies, Stub Reports Payroll Certifications, Controls, Earnings Payroll Reports (HRA, RMT, ICMA 457 accounts, Nationwide, deferred compensation) Payroll Taxes Processing Reports, Reports to Government Timekeeping Records Tuition Reimbursements W-2, W-4 Wage Rate Tables	Finance	Audit + 4Y	CA - 2 CCR 570 5 - (5Y) CA - 2 CCR 571(b)(1)(E) - (5Y) CA - 22 CCR 1085-2 (c) - (CU+4Y) CA - GOV 12946 - (2Y; T+2Y) CA - GOV 34090 - (2Y) CA - LAB 226a - (3Y) CA - LAB 1174 - (3Y) CA - LAB 1197 5 - (LA2Y, LA3Y) CA - UIC 1132 - (LA3Y) US - 26 CFR 31 6001 - (CU+4) US - 29 CFR 516.5 - (3Y) US - 29 CFR 516.6 - (2Y) US - 29 CFR 1620.32 - (2Y) US - 29 CFR 1627.3 - (3Y)
069	Procurement - Agreements and Contracts Not Awarded Records and information created or retained in the preparation of purchasing or acquisition of goods and services, but where the purchase order, contract, or agreement was not awarded.	Bids, Awards (<i>unaccepted, rejected</i>) Exhibits Price Lists Quotations Requisitions Requests for Information (<i>RFI</i>) Requests for Proposal (<i>RFP</i>) Requests for Quote (<i>RFQ</i>) Scorecards Specifications	Finance	2Y	CA - GOV 34090 - (2Y)
070	Procurement - Purchasing and Requisitioning Records and information created or retained in the purchasing or acquisition of goods and services. Documentation that includes the terms and conditions under which vendors will provide goods or services.	Bids, Awards Change Orders Delivery Records Exhibits Price Lists Proof of Insurance Certificates Purchase Orders Purchasing Package Quotations Receiving Reports Requisitions Requests for Information (<i>RFI</i>) Requests for Proposal (<i>RFP</i>) Requests for Quote (<i>RFQ</i>) Scorecards Specifications	Finance	4Y	CA - GOV 34090 - (2Y) CA - CCP 337 - (4Y) US - 26 CFR 31 6001 (CY+3Y) US - 26 CFR 301.6501 - (CY+3Y) US - 29 CFR 516.5 - (3Y)
071	Redevelopment/Successor Agency Official Reports Official reports issued by the former Lancaster Redevelopment Agency or the Successor agency to the Lancaster Redevelopment Agency	Annual Report to State Bonds Debts Due Diligence Reviews Enforceable Obligation Payment Schedule (EOPS) Recognized Obligation Payment Schedule (ROPS) State Controllers Report Statement of Indebtedness Successor Agency Property Management Plans	Finance	Permanent	CA - GOV 34090(a) - (PR) CA - HSC 34177(n) - (1Y)

**City of Lancaster
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Record No.	Record Name and Description	Example Records	Department/Office of Record	Retention	Legal Citations and Comments
072	Audits (Internal, External) Records and information related to audits by external agencies and organizations, including reviewing and documenting operational, compliance, or financial information created as a part of an audit.	Annual Audit Reports Audit Files, Plans Audit, Auditors Reports Audit Schedules Audit Workpapers General Purpose Financial Audits, Single Audits Improvement Plans Investigations, Workpapers Management Responses Observations Petty Cash Audits Recommendations Remediation Plans / Results Responses	Finance Housing	7Y	CA - GOV 34090 - (2Y) US - 26 USC 6531 - (LA6Y)
073	Fixed Assets Records and information related to the ownership, transfer, acquisition, disposition, capital leased, or improvement of fixed assets owned by or used by the City	Acquisitions Amortization Asset Retirement Records Dispositions Capital Asset Records Capital Improvements Depreciation Schedules Equipment Rental/Usage Reports Fixed Asset Reports Fixed Asset Ledger Fixed/Capital Asset Accounting Possessory Interest Sales Valuation Information	Finance Legal/Risk Management	Life of Asset + 10Y	CA - CCP 337 15 - (LA10Y) CA - GOV 34090 - (2Y) US - 26 CFR 31.6001 (CY+3Y) US - 26 CFR 301.6501 - (CY+3Y) US - 26 USC 6531 - (LA6Y)
074	Community Development Block Grant Project Files Records and information of CDBG projects.	Payroll (<i>certified</i>) Semi-annual Labor Reports	Housing	While Active + 4Y	CA - GOV 34090 - (2Y) US - 2 CFR 200.333 - (AC+3Y) US - 24 CFR 570.502(a)(7)(i)(A) - (AC+4Y)
075	Emergency Loan Program Files Records and information regarding programs that provide assistance to home owners needed funds to respond to emergencies or perform need repairs.	Applications Correspondence Monitoring Files Notices	Housing	While Active + 2Y	CA - 25 CCR 7721 - (MAINT) CA - GOV 34090 - (2Y) * Loan is active until fully paid
076	Housing and Neighborhood Revitalization Programs Records and information regarding programs that provide housing to those in need Programs include: - Community Neighborhood Building - PHA Housing Choice Voucher Program - Lancaster Housing Authority Home (LHAH) - Mainstream, Moderate Rehabilitation Program - Neighborhood Stabilization Program (NSP) - Shelter Plus Care - Supportive Housing - Section 8 Management Assessment Program (SEMAP) - Section 8 SRO Moderate Rehabilitation - Family Self Sufficiency (FSS) Program - Homelessness Prevention and Rapid Rehousing Program	Affordable Housing Lists Annual Reports Closed Loan Program Files Compliance Monitoring E.I.R., Notice of Determination, Categorical Exemption Foreclosure Prevention, Counseling House Rehabilitation Program (<i>applications, property reports, registration cards, agreements with HUD</i>) HUD Reports (50058) Predevelopment Loans Rental Assistance, Vouchers (Section 8) Rental Development Project Files Set-Aside Funds Supportive Services for Veterans Tenant Files	Housing	While Active + 5Y	CA - GOV 34090 - (2Y) US - 2 CFR 200.333 - (AC+3Y) US - 24 CFR 570.490 - (LA3Y) US - 24 CFR 570.502(a)(7)(i)(A) - (AC+4Y) US - 24 CFR 582.301 - (AC+5Y)
077	Housing Program - INS Appeals Documentation that may have been submitted as part of the INS appeal or informal hearing process	Application for Financial Assistance Form Completed by Family for Income Reexamination Final Informal Hearing Decision Final Immigration and Naturalization Service (INS) Determination INS Verification Results Photocopies of Original Documents (including original INS documents) Request for Information Hearing Request for INS Appeal Signed Verification Consent Form	Housing	5Y	CA - GOV 34090 - (2Y) US - 24 CFR 5.514 - (5Y)

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Record No.	Record Name and Description	Example Records	Department/Office of Record	Retention	Legal Citations and Comments
078	Housing Program Tenant Files Records and information regarding tenants who utilize housing program such as Shelter Plus Care and Supportive Housing, and Section 8 SRO Moderate Rehabilitation.	Intake Documentation of Evidence of Disability Tenant Files	Housing	Closed* + 5Y	CA - GOV 34090 - (2Y) US - 2 CFR 200.333 - (LA+3Y) US - 24 CFR 582.301 - (AC+5Y) * Closed is the end of the Grant Term
079	Inclusionary Program Files Records and information regarding management and administration of inclusionary projects.	Monitoring Files Project Files	Housing	While Active + 2Y	CA - GOV 34090 - (2Y)
080	Mobile Home Park Rent Control Oversight Records of activities to monitor compliance with the Mobile Home Park rent control ordinances and resolve disputes	Arbitration Records Monitoring Files	Housing	While Active + 2Y	CA - GOV 34090 - (2Y)
081	Code Compliance and Enforcement Records and information documenting compliance with City codes, including violations.	Appeals Audio Recordings of Hearings Citations Compliance Letters Compliance with Conditions of Approval Inspections / Enforcement (<i>business, residential, mobile home parks, group home, taxi, massage, rental housing</i>) Investigation Case Files Notices, Cost Statements, Warrants and Nuisance Abatement Liens Notices of Violation Orders to Vacate Photographs Rental Registration Forms Service Authority Service Vehicle Agreement Vehicle Abatement (<i>abandoned vehicles</i>)	Housing City Clerk Public Safety Legal/Risk Management	3Y	CA - CCP 339 - (LA2Y) CA - CCP 340 - (LA1Y) CA - GOV 34090 - (2Y) CA - PEN 802 - (1Y) CA - Law Enforcement Evidence and Property Management Guide NOTES: 1) Records for repeat offenders, including specific addresses, may be retained longer to document a history of violations 2) Records associated with problem properties may be placed on hold.
082	Housing Financial Assistance Program Files Records and information regarding programs that provide financial assistance through grants and loans for home rehabilitation and home purchases. Programs include: - Down Payment Assistance - HOME Funded First Time Homebuyers - HOME Program Rental Project - CalHOME - HELP First Time Homebuyers - Lancaster Housing Authority - Revitalization and Rehabilitation Projects	Applications Correspondence Deeds of Trust Emergency Loans First Time Homebuyer Records Monitoring Files Notices Predevelopment Loans Promissory Notes Studies	Housing Finance	While Active* + 5Y	CA - 25 CCR 7721 - (MAINT) CA - GOV 34090 - (2Y) US - 24 CFR 5.514 - (5Y) US - 24 CFR 92.508 - (CL+5Y) US - 24 CFR 908.101 - (3Y) * Becomes inactive when Loan is Fully Paid
083	Benefit Plans Plans established to provide employee benefits and associated administrative documents. Types of plans include: - Health - Dental - Vision - Flex Spending - Pension - Retirement	COBRA Rates, Records, Histories Deferred Compensation (<i>457, 401K</i>) Employee Benefit Plans Excess Insurance Authority (<i>EIA</i>) Group Insurance Cost Data Life Insurance CalPERS Actuarial Reports CalPERS Retirement Plan Summary Plan Descriptions	Human Resources	Life of Plan or System + 6Y	CA - GOV 34090 - (2Y) US - 29 USC 1027 - (6Y) US - 29 USC 1059 - (T+1Y) US - 29 USC 1113 - (LA6Y) US - 29 USC 1451 - (LA6Y) US - 29 USC 1627 3(b)(2) - (LI*+1Y) US - 29 CFR 4007 10 - (6Y) US - 29 CFR 4041 5 - (LI*+6Y) * Life of Plan

City of Lancaster
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Record No.	Record Name and Description	Example Records	Department/Office of Record	Retention	Legal Citations and Comments
084	Employee Benefit Files Employee election (selection), enrollment or termination forms and related correspondence, including transmissions to carriers of additions, changes, claims and deletions (includes employee medical records subject to HIPAA requirements)	Benefit Files, Enrollments, Appeals Beneficiary Designations Death Claims, Life Event Documents Deferred Compensation Disability Claims Employee Cost-Sharing Amounts Employment Authorizations (coverage changes) Flexible Spending Enrollment Gifts of Time Life Insurance Notification Letters/EOI Pension Plan Applications, Claims Premium Information Required Benefits Reporting Retirement Loans / Retirement Supplemental Forms	Human Resources	While Active + 6Y	CA - 22 CCR 1085-2(c) - (CU+4Y) CA - GOV 12946 - (2Y; T+2Y) CA - GOV 34090 - (2Y) US - 26 CFR 301.6501 - (CU+3Y) US - 29 CFR 825.500 - (3Y) US - 29 CFR 4007.10 - (6Y) US - 29 USC 1027 - (6Y) US - 29 USC 1059 - (T+1Y) US - 29 USC 1113 - (LA6Y) US - 29 USC 1451 - (LA6Y)
085	Employee Medical, Exposure Records Documents pertaining to medical records of City employees, including exposure to hazardous substances (includes employee records subject to HIPAA requirements).	Drug and Alcohol Screening Employee Hazardous Chemical Exposure Personnel Files - Medical (includes hazardous exposure records) Toxic Substance Exposure Records	Human Resources	Termination + 30Y	CA - 8 CCR 3204(d) - (T+30Y) CA - CCP 338 - (LA3Y) CA - CCP 338.1 - (LA5Y) CA - GOV 34090 - (2Y) CA - LAB 5410 - (LA5Y) US - 29 CFR 1910.1020 - (30Y)
086	Labor Relations Documentation related to the negotiations between labor unions for collective bargaining purposes.	Confidential Memos Costing Ground Rules Handouts Information Requests Miscellaneous Information Notes Proposals - City Proposals - Union	Human Resources	Closed + 4Y	CA - CCP 337 - (LA4Y) CA - GOV 12946 - (2Y)
087	Labor Relations Grievances Documentation related to labor grievances filed under current collective bargaining agreements	Grievance Files/Commission Hearing Grievance/Hearing Logs Union Grievances	Human Resources	Final Resolution + 4Y	CA - CCP 337 - (LA4Y) CA - GOV 12946 - (2Y) US - 26 CFR 31.6001-1 - (CU+4Y)
088	Occupational Health Records Documents pertaining to worker health and safety, including workers compensation and drug screening records of City employees (includes employee records subject to HIPAA requirements)	Drug and Alcohol Screening Ergonomic Evaluations Worker Compensation	Human Resources	Closed + 5Y	CA - 8 CCR 10102 - (Injury+5Y or Closed+1Y) CA - 8 CCR 14300.33 - (CU+5Y) CA - CCP 338 - (LA3Y) CA - CCP 338.1 - (LA5Y) CA - GOV 34090 - (2Y) CA - LAB 5406 - (LA1Y; LA240W) CA - LAB 5410 - (LA5Y) CA - LAB 6401.7 - (MAINT) CA - 29 CFR 1904.33 - (CU+5Y)
089	Organization Charts Documents that depict the departmental and reporting structure of the City government.	Organization Charts/Trees Reporting Structure	Human Resources	2Y	CA - GOV 34090 - (2Y)

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Record No.	Record Name and Description	Example Records	Department/Office of Record	Retention	Legal Citations and Comments
090	Personnel Files All documents related to paid employees (full and part-time), unpaid volunteers, and interns including but not limited to: - selection/hiring - assignments - promotion - demotion - transfer - layoff - termination / resignation - pay rates / other terms of compensation - work authorizations	Applications, Applicant Reference Verifications Awards, Rewards, Commendations, Certificates Background Checks, Investigations - candidates hired Complaints and Disciplinary Actions Drivers License Data - Class C Employee Policy Acknowledgements Employment Authorizations (confirmations, status changes, terminations) Exit Records I-9 Documents and copies of associated documents Individual Education, Development, Training Records Investigations Job Offer Letters Leave of Absence Documentation, FMLA Oaths of Office Performance Evaluations, Reviews or PIPs Recognition Volunteer Acknowledgements	Human Resources	Termination + 3Y	CA - 2 CCR 11013 - (FR+2) CA - GOV 12946 - (2Y; T+2Y) CA - GOV 34090 - (2Y) US - 8 CFR 274a.2 - (3Y or T+1Y, whichever is longer) US - 20 CFR 655.760 - (T+1Y) US - 26 CFR 301.6501 - (CU+3Y) US - 29 CFR 1602.14 - (FR+1Y) US - 29 CFR 1602.31 - (T+2Y) US - 29 CFR 1627.3 - (T+1Y) US - 29 USC 1059 - (T+1Y) US - 41 CFR 60-1.12 (a) - (T+2Y) US - 41 CFR 60-741.80 - (T+2Y)
091	Recruitment Records and information related to recruitment of qualified persons for both paid and unpaid position with the City, whether full time or temporary, including: - applications and related records of candidates interviewed but not hired or accepted - applications received but not acted upon.	Applications, CVs, References, Resumes (<i>rejected, unsolicited</i>) Applicant Tracking Records (<i>hired, rejected</i>) Background Checks, Investigations - candidates not hired/accepted Civil Service Examination Results and Rankings Drug Testing, Pre-Hire Screening - candidates not hired/accepted Interview Notes Job Descriptions Job Postings, Announcements Job Requisition Requests Position Information Temporary Intern Staffing Test Results (<i>non-hires</i>) Test and Examination Materials Unpaid Interns (<i>rejected</i>) Volunteer Programs Volunteers (<i>rejected</i>)	Human Resources	3Y	CA - 2 CCR 11013(c)(2) - (2Y) CA - GOV 12946 - (2Y) CA - GOV 34090 - (2Y) US - 29 CFR 1602.31 - (T+2Y) US - 29 CFR 1627.3(b)(1) - (1Y)
092	Regulatory Reporting for Human Resources Official non-financial Human Resources reports issued by City organizations to comply with regulatory requirements.	Equal Employment Opportunity Commission (EEOC) Reports Labor Reports OSHA 300 Reports	Human Resources	5Y	CA - GOV 34090 - (2Y) US - 29 CFR 405.9 - (5Y) US - 29 CFR 1602.14 - (FR+1Y) US - 29 CFR 1602.30 - (3Y)
093	Salary, Compensation Documentation of job classification compensation.	Classification Studies Compensation Plans, Planning, Analysis Cost of Living Adjustments Job Descriptions Job Evaluation Documentation Salary Range History Salary Schedule Salary Surveys	Human Resources	While Active + 2Y	CA - GOV 34090 - (2Y) US - 29 CFR 1602.14 - (FR+1Y)
094	Employee Health & Safety Documents pertaining to the protection of employee health and safety; may include employee medical information subject to HIPAA requirements.	Facility Safety Plans Health and Safety Bulletins OSHA Form 101 OSHA Form 200 OSHA Logs, Reports	Human Resources Legal/Risk Management	While Active + 6Y	CA - GOV 34090 - (2Y) CA - LC 6401.7 - (MAINT) US - 29 CFR 1602.14 - (1Y) US - 29 CFR 1904.33 - (5Y) US - 45 CFR 164.522 - (MAINT) US - 45 CFR 164.530(j) - (AC+6Y)
095	Business Continuity Records - Computing Equipment and Network Operations All documentation for dealing with preparation for and responses to emergencies, disasters and/or system failures for City computing resources.	Business Continuity Plans Disaster Recovery Plan Emergency Response	Information Technology	2Y	CA - GOV 34090 - (2Y)

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Record No.	Record Name and Description	Example Records	Department/Office of Record	Retention	Legal Citations and Comments
096	Help Desk, Service Requests and User Management Documentation of responses to user requests for assistance with City computing resources, including both hardware and software support, whether provided by City staff or contracted service providers, and of actions taken to manage system user accounts	Audit Trail Files Data Breach Notifications Data Breach Reports/Responses Equipment History Security Access Request Forms Service Tickets User Access Records (passwords, security logs, user accounts, log-in files, data entry logs, accounts) User Incident, Response Files	Information Technology	3Y	CA - CIV 1798.29 - (MAINT) CA - GOV 34090 - (2Y)
097	Lancaster Choice Energy (LCE) Records Records and information associated with the Lancaster Choice Energy program	Buy Agreements (copies) Compliance Filings Customer Support Correspondence Energy Invoices Resource Adequacy Invoices Usage Reports	LCE	5Y	CA - GOV 34090 - (2Y)
098	Claims Management Records detailing the management of claims lodged against the City and those filed by the City against others.	Accident/Incident Reports Actuarial Reports Annual Audit of Open Claims Annual Risk Assessments Appraisals Claims By/Against the City Closing Letters Damage Estimate Reports Fitness Room Sign-in Sheets Supporting Documentation Insurance Claims, Appraisals, Reports Investigations Liability Waivers	Legal/Risk Management	Final Resolution + 5Y	CA - CCP 337 - (LA5Y) CA - GOV 34090 - (2Y)
099	Insurance Coverage Records detailing the City's general coverage against property damage and liability, whether self-funded or purchased, including renewal submission information, insurance quotes, & broker correspondence.	Binding Information Binders Broker Correspondence California Joint Powers Insurance Authority (CJPIA) Certificates of Insurance Completed Applications Flood Insurance Insurance Policies Insurance Quotes Insurance Submissions Liability Insurance Renewal Strategy	Legal/Risk Management	Life of Policy + 5Y	CA - 22 CCR 3267-2 - (MAINT) CA - CCP 337 - (LA5Y) CA - GOV 34090 - (2Y)
100	Internal Legal Advice and Opinions Memoranda containing legal advice prepared by the City Attorney's for City departments	Legal Research Memos Opinions	Legal/Risk Management	While Active + 2Y	CA - GOV 34090 - (2Y)

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Record No.	Record Name and Description	Example Records	Department/Office of Record	Retention	Legal Citations and Comments
101	Litigation and Third Party Claims Records generated for or related to any case or action before a judicial, arbitral, or administrative officer or body	Claims Complaints Court Orders Discovery Exhibits Judgments Notices of Intent Pleadings Prosecution Recorded Instruments Related Correspondence Releases Settlement Agreements Subpoenas Third Party Claims	Legal/Risk Management	Final Resolution + 10Y	CA - 2 CCR 11013 - (AC+2Y) CA - 8 CCR 10102 - (5Y; CL+1Y) CA - 22 CCR 1085-2 - (CU+4Y) CA - CCP 315 - (LA10Y) CA - CCP 337.15 - (LA10Y) CA - GOV 34090 - (2Y) CA - LAB 5410 - (LA5Y) CA - RTC 19704 - (LA6Y) CA - UIC 1132 - (LA3Y) US - 26 CFR 31.6001 (CU+4Y) US - 26 CFR 301.6501 - (3Y) US - 26 CFR 301.6532-1 - (LA2Y) US - 26 CFR 301.6532-2 - (LA5Y) US - 26 USC 6531 - (LA6Y) US - 26 USC 6532 - (LA2Y) US - 29 USC 255 - (LA2Y) US - 29 USC 626 (d) - (LA300D) US - 42 USC 2000e-5 (e) - (LA180D) US - 42 USC 2000e-5 (f) - (LA180D)
102	Administrative Hearings Records of administrative hearings presided over by an independent hearing officer.	Case Files Hearings Rulings	Legal/Risk Management Administration Housing Public Safety	While Active + 2Y	CA - GOV 34090 - (2Y)
103	Facility Rentals Records and information of the rental of City facilities, including: - Cedar Center - Museums - Parks - Performing Arts Center - Prime Desert Woodland - Public Rooms - Soccer Center - Stadium	Applications Concessions Proof of Insurance Ticketing	Parks, Recreation & Arts	While Active + 4Y	CA - CCP 337 - (LA4Y) CA - GOV 34090 - (2Y)
104	Museum History, Collections and Exhibits Records of the establishment, collections and exhibits of the Lancaster family of museums: - Lancaster Museum of Art and History (MOAH) - MOAH Cedar - Western Hotel Museum	Collection Inventories Exhibit Records	Parks, Recreation & Arts	Permanent	CA - CCP 337 - (LA4Y) CA - GOV 34090 - (2Y)
105	Museum Loan Records Records of loans to or from the museum collections	Loan Documents	Parks, Recreation & Arts	While Active + 4Y	CA - CCP 337 - (LA4Y) CA - GOV 34090 - (2Y)

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Record No.	Record Name and Description	Example Records	Department/Office of Record	Retention	Legal Citations and Comments
106	<p>Parks, Recreation & Arts Programs and Services</p> <p>Records and information documenting the City's Parks, Recreation & Arts programs and services, including:</p> <ul style="list-style-type: none"> - Antelope Valley Film Office - Personal development (dance, cooking, education) - Preschool - After School - CARES Program - Camps (day, summer, winter) - Public Pool - Team Sports - Zelda's 750 West 	<p>Adult and Senior Services / Programs / Classes</p> <p>After School Enrichment Centers</p> <p>Applications</p> <p>Community Service Hours</p> <p>Food Handler Cards</p> <p>Incident Reports (<i>graffiti, vandalism, injuries</i>)</p> <p>Instructors</p> <p>Nonprofit Events</p> <p>Program/Event Evaluations</p> <p>Recreation Schedules</p> <p>Registrations Forms</p> <p>Special Events</p> <p>Sports and Fitness Programs / Classes / Leagues</p> <p>Sports Team Rosters</p> <p>Summer, Winter Camps</p> <p>Trips, Tours</p> <p>Volunteers</p> <p>Withdrawal Forms</p> <p>Youth/Teen Services Programs / Classes</p>	Parks, Recreation & Arts	While Active + 3Y	<p>CA - BPC 23355 3(c) - (3Y)</p> <p>CA - GOV 34090 - (2Y)</p> <p>CA - HSC 113948 - (MAINT)</p> <p>CA - 22 CCR 101221 - (CL+3Y)</p>
107	<p>Public Safety Case Files</p> <p>Records and information of public safety cases managed by the Public Safety office.</p>	<p>Case File Notes</p> <p>Parking Enforcement</p>	Public Safety	While Active + 2Y	<p>CA - GOV 34090 - (2Y)</p>
108	<p>Public Safety Programs and Services</p> <p>Records and information associated with public safety programs managed, and services provided, by the Lancaster Public Safety office.</p>	<p>Neighborhood Watch</p> <p>Operations Plans</p> <p>Parking Enforcement</p> <p>Public Safety Project Files</p> <p>Public Safety Services for Public Events</p> <p>School Programs (<i>teen court, youth court</i>)</p> <p>Youth/Adult Diversion</p>	Public Safety	While Active + 2Y	<p>CA - GOV 34090 - (2Y)</p>

STAFF REPORT
City of Lancaster

CC 5
08/08/17
MVB

Date: August 8, 2017

To: Mayor Parris and City Council Members

From: Britt Avrit, MMC, City Clerk

Subject: **Approve Agreement for Electronic Document Management System**

Recommendation:

Approve an agreement with ECS Imaging, Inc. in the amount of \$182,327 for **RFP 654-17, Electronic Document and Agenda Management System** and authorize the City Manager, or his designee, to sign all documents.

Fiscal Impact:

\$182,327; sufficient funds are available in Account No. 109-4110-751. The associated annual maintenance costs for this system are \$32,222.

Background:

In December, 2016 the City advertised a Request for Proposal for an Electronic Document and Agenda Management System. The system will be used to manage, preserve and provide access for staff and members of the public to many of the City's records. The City requested proposals from vendors specializing in electronic content management systems that include software, installation, implementation, data migration, training, annual maintenance and technical support.

Three proposals were received and two vendors were invited to provide initial demonstrations of their software to the committee. The committee participated in an additional demonstration from both vendors. Based on the evaluation criteria, ECS Imaging, Inc. received the highest overall score. ECS Imaging, Inc. has been providing service to cities for more than 20 years. ECS services include software, hardware, consulting, integrations of applications, special programming, project management, data conversion, on-site training, on-site support, telephone support and remote support.

During the evaluation phase, the committee determined the Agenda Management portion of the RFP, which was an optional component of the RFP, would be addressed in the future.

Staff looks forward to working with ECS Imaging, Inc. to establish an electronic document management system that will provide more efficient, streamlined access to records and will allow the retention of documents in an electronic format moving forward.

Attachment:

Agreement

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

THIS AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES is made and entered into this ____ day of _____, 2017, by and between the CITY OF LANCASTER, a municipal corporation and charter city, (“City”), and **ECS Imaging, Inc.**, a California Corporation (“Consultant”) (collectively, sometimes referred to hereinafter as the “Parties”).

RECITALS

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

**RFP 654-17
Electronic Document Management System (the “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. CITY: City of Lancaster
- B. CONSULTANT: ECS Imaging, 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.

CITY	City of Lancaster Attn: Mark Bozigian 44933 North Fern Avenue Lancaster, California 93534
CONSULTANT	ECS Imaging, Inc. Attn: Lori Welz Address 5905 Brockton Ave., Suite C Riverside, CA 93506 951-787-8768

3. **Successors and Assigns.** The terms hereof shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto; provided, however, that no party hereto shall assign any of the benefits and burdens hereunder, whether voluntarily or by operation of law, without prior written consent of the other party, and any such assignments without said consent shall be void.

4. **Description of Work.** The City hereby engages Consultant, and Consultant accepts such engagement, to perform the technical and professional services set forth in RFP 654-17, Statement of Work and Gantt Chart, attached hereto as Exhibit "A" and incorporated herein by reference. Consultant shall perform and complete, in a manner satisfactory to the City, all work and services set forth in Exhibit "A." The City Manager 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 City Manager, or his designee.

5. **Obligations of the City.**

A. The City shall pay Consultant an amount not to exceed \$182,327 for all work necessary to complete the Services, as described in RFP 654-17, Statement of Work and Gantt Chart. Payments shall be due within thirty (30) days following submittal of an invoice detailing the services performed, as set forth in Exhibit A.

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

6. **Obligations of the Consultant.**

A. Consultant shall perform as required by this Agreement and in accordance with RFP 654-17, Statement of Work and Gantt Chart set forth in Exhibit A.

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

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

7. **Nondisclosure; Confidentiality.**

A. The Parties acknowledge and agree that in the performance of the Services, each Party may provide Confidential Information, as defined in this section, to the other Party. Each of the Parties desires that any Confidential Information that may be provided or accessed by it or on its behalf to the other Party, or any of their respective Authorized Persons as defined in this section, shall be kept confidential by the other Party and their Authorized Persons. For purposes of this section, the following terms shall have the following meanings:

1) "Authorized Persons" means the elected officials, officers, directors, employees, affiliates, legal counsel, accountants, advisors, and other agents of the Receiving Party or of any of its subsidiaries that are utilized in connection with the Receiving Party's internal evaluation regarding whether to enter into the contemplated agreement with the Disclosing Party.

2) “Confidential Information” means any and all information (whether furnished in written, oral, electronic or any other format) regarding the Proposed Transaction which is of a non-public, proprietary, or confidential nature, furnished by or on behalf of either Party (in such capacity, the “Disclosing Party”), to the other Party (in such capacity, the “Receiving Party”) prior to, on or after the Effective Date, and all notes, analyses, models or other data prepared by or for the Receiving Party which is derived from or contains any Confidential Information (“Notes”). The term Confidential Information does not include: (i) information which at the time of disclosure by the Disclosing Party is or subsequently becomes publicly available other than as a result of disclosure by the Receiving Party or its Affiliates or Representatives (as such terms are defined below) in violation of this Agreement; (ii) information which is obtained by the Receiving Party on a non-confidential basis from a source (other than from the Disclosing Party or its Affiliates or Representatives) which is not, to the best of the Receiving Party’s knowledge, prohibited from disclosing such information pursuant to an obligation to the Disclosing Party; (iii) information which is developed by the Receiving Party or its Affiliates independently and without access to the Confidential Information of the Disclosing Party; or (iv) information which was already known or otherwise in the possession of the Receiving Party or its Affiliates prior to disclosure by the Disclosing Party. As used herein, the term “Affiliate” means, with respect to a Party, any person, corporation, partnership, or other entity or association that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with such Party. The term “Representative” means a Party’s or its Affiliate’s directors, officers, employees, agents, consultants, attorneys, lenders or financial advisors, who are assisting such Party in evaluating the Proposed Transaction.

3) “Disclosing Party” means the Party disclosing Confidential Information to the Receiving Party.

4) “Receiving Party” means the Party in receipt of Confidential Information from the Disclosing Party.

B. Confidentiality Obligations.

1) The Receiving Party shall, and shall cause its Authorized Persons to, for a period of five (5) years from the date of disclosure:

i. hold the Confidential Information in confidence and use the same degree of care, but no less than reasonable care, to protect the Confidential Information as it uses to protect its own information of a similar nature;

ii. except as permitted or required pursuant to Subsections C and D herein below, not divulge any such Confidential Information or any information derived therefrom to any third person;

iii. use the Confidential Information only to the extent required to accomplish the intent of this Agreement; and

iv. except as permitted pursuant to Subsection B3 herein below, not copy or reverse engineer any Confidential Information.

2) Without granting any right or license, the Disclosing Party agrees that the obligations set forth in Subsection B1 hereinabove shall not apply to any information that the Receiving Party can document:

i. is at the time of disclosure, or thereafter becomes, through no improper action or inaction by the Receiving Party or any Affiliate, agent, consultant, Representative or employee of the Receiving Party, generally available to the public;

ii. is already in the possession of the Receiving Party at the time of disclosure or thereafter becomes available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party, provided that, to the best of the Receiving Party's knowledge, such source is not and was not bound by an obligation of confidentiality to the Disclosing Party; or

iii. was independently developed without use of any Confidential Information of the Disclosing Party by employees of the Receiving Party who have had no access to such information.

3) The Receiving Party shall only make such copies of the Confidential Information as are necessary and shall mark "confidential" any documents containing or reflecting any of the Confidential Information.

4) If the Receiving Party becomes aware of any theft, destruction or unauthorized disclosure of the Confidential Information, the Receiving Party will promptly notify the Disclosing Party of such event.

5) The Receiving Party shall notify the Disclosing Party of a breach even if no Confidential Information has been lost, stolen, corrupted or otherwise damaged.

6) The Receiving Party shall be responsible for any breaches of this Agreement by any person to whom it discloses Confidential Information as if such breaches were breaches by the Receiving Party.

C. Disclosure to Authorized Persons. The Receiving Party may disclose Confidential Information to Authorized Persons that have a legitimate "need to know" the Confidential Information, provided that each Authorized Party is bound by obligations of confidentiality at least as stringent as those set forth in this Agreement and, prior to such disclosure, the Authorized Person is informed of the information's confidential nature and the requirements of this Agreement.

D. Legally Required or Compelled Disclosure. In the event that the Receiving Party or its Representatives are required, in the opinion of its legal counsel, to disclose any of the Confidential Information by applicable law (including, but not limited to, the California Public Records Act (Cal. Govt. Code §6250 *et seq.*), the Bagley-Keene Open Meeting Act (Cal. Govt. Code §11120 *et seq.*), the Brown Act (Cal. Govt. Code §54950 *et seq.*), and the Federal Freedom of Information Act), regulation or legal process, the Receiving Party will promptly notify the Disclosing Party so that the Disclosing Party may seek a protective order or other appropriate remedy or, in its sole discretion, waive compliance with the terms of this Agreement. The Receiving Party will reasonably cooperate with the Disclosing Party to obtain such a protective order, at the sole cost and expense of the Disclosing Party, and, in any event, will exercise reasonable efforts to obtain reliable assurance that confidential treatment will be accorded any Confidential Information that is ultimately required to be disclosed.

E. Return of Confidential Information. Immediately upon (a) the expiration or termination of this Agreement, or (b) a request by the Disclosing Party at any time, the Receiving Party shall cease using the Confidential Information and will promptly, at the Disclosing Party's option, return to the Disclosing Party or destroy (and provide certification of such destruction), all material in any medium that contains, refers to or relates to Confidential Information.

F. Ownership and Other Rights.

1) No Party acquires any intellectual property rights under this Agreement except the limited rights necessary to carry out the intended use of Confidential Information set forth herein.

2) The Disclosing Party retains all right, title and interest in and to the Confidential Information and any intellectual property rights or other rights related thereto. No license under any trademark, patent, copyright or other intellectual property right is either granted or implied by the disclosure of the Confidential Information of this Agreement.

3) Nothing in this Agreement deprives the Receiving Party of the ownership rights to any information that is not Confidential Information, including, without limitation, the rights to disclose, use, transfer or license such information.

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

9. **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 City and Consultant.

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

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

B. The provisions of subsection A above shall be included in all solicitations or advertisements placed by or on behalf of Consultant for personnel to perform any services under this Agreement. The City 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.

11. **Term; Effective Date.** 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 3 years, unless the Agreement is sooner terminated in accordance with this Agreement; provided, however, that the City and the Consultant may mutually agree in writing to extend the Term of this Agreement.

12. **Termination.**

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

B. For Cause. If Consultant fails to perform the services called for by this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, Consultant shall correct such failure within ten (10) days (or such longer period that the City may authorize in writing) after receipt of notice from the City specifying such failure. Should the failure not be corrected within this time period, the City may immediately terminate the Agreement by written notice to Consultant.

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

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

14. **Insurance.**

A. (1) The Consultant, at its expense, shall maintain in effect at all times during the performance of work under this Agreement the following coverage and limits of insurance, which shall be maintained with insurers listed "A-, VIII" or better in the Best's Key Rating Guide:

Commercial General Liability

Each Occurrence	\$1,000,000
Per Project General Aggregate	\$2,000,000
Including Products/Completed Operations	
Including Contractual Liability/Independent Contractors	
Including Property Damage	

Workers Compensation

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

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

Provide one of the following:

Technology Professional Liability

(Errors and Omissions)

Each Occurrence

\$2,000,000

General Aggregate

\$2,000,000

(Coverage shall be sufficiently broad to respond to the duties and obligations as are undertaken by Consultant pursuant to this Agreement and shall include, without limitation, claims involving invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as any applicable regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.)

Or

Cyber Liability Insurance

Each Occurrence

\$2,000,000

General Aggregate

\$2,000,000

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

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

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

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

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 Agreement 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.

I. Insurance written on a "claims made" basis must be renewed for a period of three (3) years after this contract expires or is terminated. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this contract and will cover Consultant for all claims made by the City insured entities arising out of any acts or omissions of Consultant or its officers, employees, or agents during the time this Agreement was in effect.

J. Consultant shall furnish the City with Certificates of Insurance and with original endorsements effecting coverage required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by 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) to the City of Lancaster.

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

RFP 654-17
Electronic Document Management System (the "Services")

The City of Lancaster, its elected officials, officers, employees and volunteers are included as additional covered parties, but only insofar as the operations under this contract are concerned."

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

The City of Lancaster, 44933 Fern Avenue, Lancaster, California 93534.

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.

O. Consultant shall provide copies of Insurance Coverage for personal vehicles.

15. **Commencement and Completion of Work.** The Services to be provided by Consultant pursuant to the Statement of Work set forth in Exhibit A of this Agreement shall commence within 30 days after execution of this Agreement, and shall be completed no later than 1 year following commencement; provided however, that the Parties may agree to extend the time for completion upon mutual written agreement.

16. **Ownership of Documents.** All plans, specifications, reports, studies, maps and other documents prepared or obtained by Consultant in the course of performing the work and are required by this Agreement to be delivered to the City shall be the property of the City. Basic sketches, charts, computations and similar data prepared or obtained by Consultant under this Agreement shall, upon request, be made available to City without restriction or limitation on their use.

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

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

Consultant warrants and represents to City 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, City 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 City 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 City, even if such interest would not be deemed a prohibited "conflict of interest" under applicable laws.

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

19. **Resolution of Disputes.**

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

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

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

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

C. If any action at law or in equity is brought to enforce or interpret any provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, cost and necessary disbursements, in addition to such other relief as may be sought and awarded.

20. **Exhibits; Precedence of Documents.**

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

Exhibit "A" Statement of Work and Gantt Chart
Exhibit "B" ECS Priority Support Agreement
RFP 654-17
Consultant's Response to RFP 654-17

In the event of a conflict between Agreement documents, the Agreement shall take precedence, followed by the exhibits referenced herein in the order set forth above.

21. **Governing Law.**

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

22. **Effective Date.**

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

[Signatures begin on next page.]

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

CITY OF LANCASTER

By: _____
Mark V. Bozigian, City Manager

Dated: _____

“CONSULTANT”
ECS Imaging, Inc.

By: _____
(Name, Title)

Dated: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT A



City of Lancaster **Statement of Work** **Laserfiche Rio Implementation Project**

Authors:

Shelby Chung, Project Manager
Chad Rodriguez, Chief Technology Officer

Creation Date: 7/11/2017
Last Revision Date: 8/1/2017

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This information is confidential and proprietary to ECS Imaging, Incorporated. The intent is only for the customer and the information contained herein (the 'Proprietary Information') is highly confidential and proprietary to and constitutes trade secrets of ECS Imaging, Inc.. This information shall not be published, communicated, disclosed or divulged to any person, firm, corporation or other legal entity, directly or indirectly, without the prior written consent of ECS Imaging, Inc. Management.



Purpose

Background Information

The City of Lancaster, hereafter referred to as COL, intends to partially transition from SharePoint to Laserfiche with the goal of improving existing business processes such as data import, image capture, retention management, search, retrieval, and various workflows. The conversion of information and the implementation is being completed for the following departments: City Clerk, Finance, Development Services, Public Safety, Legal/Risk Management, Human Resources, Information Technology, Parks/Recreation/Arts, Administration, and Housing.

The Statement of Work, hereafter referred to as SOW, is meant to provide background information on the project, high-level milestones, and responsibilities of all parties involved. The SOW will provide a framework on which to build a more detailed project plan.

In purchasing Laserfiche, the City is purchasing a complex set of tools that can be used to automate many of the business processes in the organization. ECS will be implementing Laserfiche and providing services to promote a smooth partial transition from SharePoint to Laserfiche. Where a process has been shared with ECS that should be automated, ECS has documented it below, and provided an estimate as to the time required based on..

Project Statement

The first step in the process will be to install the test Laserfiche system. Installing the system first will allow us to have a sandbox that we can use in conducting the detailed needs analysis with the various departments.

The solution being provided includes a needs analysis with each of the five departments to determine their existing use of SharePoint and what we can do to improve their use in Laserfiche. The information developed in these meetings will be used to develop the project plan. Not all items discussed in the meeting will be included in the project plan as they may require additional work not originally requested in the proposal. With mutual agreement, additional components may be added into the project plan at agreed upon rates.

Once the detailed project plan is developed and approved, we will commence with the implementation of the departments: City Clerk, Finance, Development Services, Public Safety, Legal/Risk Management, Human Resources, Information Technology, Parks/Recreation/Arts, Administration and Housing. Depending on the availability of department resources and mutual agreement between ECS and the City, implementation of the departments may occur in a sequential or parallel fashion.

Throughout the project, we will review milestones through monthly status meetings (at minimum) and provide weekly project updates to the project stakeholders.

Scope Definition

The following high-level scope of the project includes:

- **Needs Assessment**
 - Meeting with each department to determine current use of SharePoint and propose new ways in the future to improve existing business processes with Laserfiche
 - Develop high-level documentation and specific recommendations to leverage Laserfiche to improve operations
- **Software Installation**
 - Laserfiche server, client, import and scanning, and business process components (in test and production environments)

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- **Basic System Configuration**
 - Provide configuration of the software and answer questions for the Information Technology staff to enable IT to access Laserfiche and provide configuration documentation for future use. Initial configuration to be done by ECS.
- **System and Records Configuration**
 - ECS to provide general consulting, training, and overall guidance in the establishment of:
 - User license assignment
 - Security permissions/access rights
 - Development of Core Workflow to Support Records Management Activities
 - Expansion and full deployment of workflow to be completed by City with training.
 - City to provide key configuration tasks of the system with the expectation that ECS will provide sufficient training to enable City to perform work
 - Training will be provided to the City on the tasks below to allow for self-sufficient maintenance and future changes
 - Configuration of licensing
 - Configuration of security
 - Configure records retention & establish retention rules/schedules with Laserfiche Workflow
 - Development of folder structure, taxonomy, and metadata
 - Documentation of security rights, taxonomy, and metadata
 - ECS to implement GeoDocs Integration for ArcGIS
 - Install of integration
 - Configuration of integration
 - Testing of integration
 - Training on integration
- **Conversion from SharePoint**
 - Conversion of approximately 450 GB of data from existing SharePoint to new Laserfiche repository with metadata migration to ensure search ability
- **Training (Administrators, Power Users, and Users)**
 - Import and Capture Training
 - Laserfiche Scanning, Import Agent
 - Search and Retrieval Training
 - Laserfiche Client, Web Client (employee web access), Weblink (non-employee and employee web access)
 - Workflow Automation Training
 - Laserfiche Workflow
 - Forms Building Training
 - Laserfiche Forms
 - Weblink Configuration Training
 - Laserfiche Administrator Training
 - Security
 - User configuration
 - Volume configuration
 - IT
- **Acceptance Testing**
 - Solution testing and necessary modifications or corrections
 - Develop acceptance testing documentation for COL
- **Project Management (Initial planning and ongoing management)**

- Professional project management services from ECS
 - Plan Project Development
 - Kick-Off Meeting
 - Project Status Meetings
 - Project Status Updates
- Documentation
 - Solution Documentation
 - Step by step guide on how the "Core Workflow to Support Records Management Activities" works
 - Training Documentation

Items Out Of Scope

Items beyond scope are those items which are not included in the Statement of Work. They include but are not limited to:

- ECS acquisition of server or workstation hardware
- Costs associated with troubleshooting OS or hardware issues related to the workstations or servers
- Resolving any issues not related to Laserfiche, including but not limited to Windows permissions, network permissions, network hardware, server or client hardware, or other 3rd party infrastructure hardware or software
- Development or revision of the City retention policy
- Configure records retention & establish retention rules/schedules with Laserfiche Workflow
- Development of folder structure, taxonomy, and metadata
- Documentation of security rights, taxonomy, and metadata
- Any services not explicitly defined in the statement of work*

*Any items out of scope will be considered as separate labor from the services agreed upon for this project and may require additional approval and review before proceeding. The project's primary requirements take precedence over any additional items requested that are out of scope to maintain the project timeline and ensure deliverable expectations are met.

Technical Requirements

- Remote access via VPN credentials, Citrix credentials, or other methods may need to be provided to select ECS Imaging team members
 - Access is needed to all LF related servers for implementation purposes
- Access is needed to any 3rd party databases or systems involved in any process related to storing and retrieving documents in Laserfiche for integration purposes

Highlighted Variables that Impact the Project Duration

- Availability of COL staff resources
 - ECS will collaborate with COL staff to define all implementation requirements
 - COL will need to attend all necessary meetings
 - COL will need to provide timely decisions
 - COL will need to provide COL Information Technology Employee Time when needed to assist with the configuration of the windows environment and network environment for ECS' implementation responsibilities for the Laserfiche system.
 - COL will need to provide COL staff resources to assist with renaming, filling, reorganizing, cleaning-up, data classification, metadata indexing tasks when and if needed

- Delays with server hardware availability for Laserfiche installation
- Appropriate security access to Laserfiche related servers
- Appropriate security access to any 3rd party databases or applications that are required to satisfy the business requirements for integration purposes

Scope of Work

Scope Requirements

Needs Assessment

A needs assessment is recommended to help identify department key priorities and needs. This high-level assessment provides a foundation for each department's scope for implementation. The departments are listed in a preliminary order of review for the needs assessment and will be prioritized based on department resource availability and/or stakeholder preference.

NOTE: The distribution of professional service hours for the needs assessment is consistent for all departments. Each department has time allocated which includes an interview with each department to determine the current use of SharePoint, shared drive, and paper records as well as time for ECS to develop high-level documentation and specific recommendations to leverage Laserfiche and improve operations. Staff time will be required to assist with providing input on existing business processes and priorities for improvement.

- City Clerk
- Finance
- Development Services
- Public Safety
- Legal/Risk Management
- Human Resources
- Information Technology
- Parks/Recreation/Arts
- Administration
- Housing

Standard Priorities for All Departments

- Improve ability to search, index, retrieve documents/data, sort data
- Folder structure, naming convention, and index structure review and recommendations

Additional Priorities for Each Department

- To be determined through needs assessment with each department

Project Management

The project includes services for initial project planning as well as ongoing project management. The ongoing project management is necessary for the following reasons: monitoring and controlling project work, managing change control, scope verification, schedule control, managing cost, performing quality control, managing the project team and stakeholders, documentation and reporting, and monitoring and controlling risk.

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Deliverable Schedule (Estimated)

A detailed project plan schedule has been provided based on the current information available. The project plan schedule may change as more information is discussed. All dates are estimated from the original assumed starting date. The dates below are meant to provide a general timeline to help all stakeholders better understand the time required to complete all of the below tasks. The dates below may be changed if mutually agreed upon by COL and ECS in writing.

Refer to Appendix A at the end of this document for a preliminary detailed project plan.

Project Schedule Summary and Expected Deadlines (Estimated)

- 09/14/2017 – 09/14/2017 – Preliminary kick off meeting
- 09/20/2017 – 09/26/2017 – Preliminary needs assessment
- 09/27/2017 – 10/03/2017 – Laserfiche software installation
- 09/27/2017 – 10/03/2017 – GeoDocs Integration Install, Configuration, and Testing
- 10/06/2017 – 10/06/2017 – Perform Training on GeoDocs Integration
- 10/06/2017 – 10/12/2017 – All Laserfiche software training
- **10/20/2017 – 12/29/2017 – Laserfiche System and Records Configuration**
 - 10/20/2017 – 11/09/2017 – Repository design consultation and configuration
 - 11/15/2017 – 12/29/2017 – Business process consultation and configuration
- 10/17/2017 – 01/08/2018 – SharePoint Conversion
- 01/09/2018 – 01/22/2018 – User Acceptance Testing
- 01/31/2018 – Laserfiche live in production, project closure (ongoing ECS Support available)

Review of Estimated Project Duration (Estimated)

The project is assumed to begin in **September 2017** and be completed by **January 2018**. This assumes the following:

- COL resources are available for implementation throughout the project
- No delays due to changes to existing project primary requirements
- No delays due to COL requests for additional out of scope requirements
- Availability of remote access
- Availability of appropriate security access to Laserfiche related servers and 3rd party database or applications relevant to the business requirements

Payment Details and Terms

Payment is based on the terms included in the original quote or as defined in this Statement of Work. Professional Services hours will be used towards the completion of this Statement of Work. Milestones should be paid within 45 calendar days of the invoice date. Invoices will be approved for payment by the City when all tasks have been completed for each milestone. If a milestone is delayed for 90 days due to unavailability of City staff or any type of inaction by the City, then ECS will invoice for only work that has been completed for that milestone. ECS will invoice and request sign-off for tasks when it believes they have been completed. The City will need to agree or disagree that the tasks have been completed with 7 days of notification of completion, if the City believes the tasks has not been completed, then the City must notify ECS of any outstanding issues that once completed will result in a mutual agreement that the tasks have been completed.

Payment Milestones

MS#	Milestone Description	Est. Time (Hours)	Est. Date of Completion	Est. Cost
1	Project Initiation and Needs Assessment	56	9/26/2017	\$12,600
2A	Software Installed, Activated, and Accessible by City IT Staff (inclusive of \$12,000 discount)	Materials	10/03/2017	\$135,677
2B	Software Installation and Configuration Services	16	10/03/2017	\$3,600
3	Consultation and Solution Development – Implementation, Training	58	12/29/2017	\$13,050
4	Complete One Time Conversion of Data from SharePoint to Laserfiche <ul style="list-style-type: none"> • Up to 450 GB of Data • Includes Metadata 	Flat Rate	01/08/2018	\$12,000
5	Ongoing Project Management and Project Closing	24	1/31/2018	\$5,400
	Totals	154		\$182,327

Expected Annual Payment Starting Year 2-4, 1 Year from Install Date = \$32,222

Location of Work

Work will be completed remotely at ECS office in Riverside, CA and Concord, CA and onsite at COL offices as needed.

Appendix A – Optional Services

1. Develop Laserfiche Forms and Workflow Solution for Contracts Management – \$11,700

- Perform Needs Analysis to Develop Requirements, assuming multi-meetings and one additional revision (1.5 Day)
- Document Requirements (1/2 Day)
- Development of Forms and Supporting Business Process (3 Days)
- Documentation of Completed Work and Training (1 Day)
- Acceptance Testing (1/2 Day)

2. Develop Laserfiche Forms and Workflow Solution for Insurance Certificate Management – \$15,300

- Perform Needs Analysis to Develop Requirements, assuming multi-meetings and one additional revision (1 Day)
- Document Requirements (1 Day)
- Development of Form and Supporting Business Process (5 Days)
 - Generate E-mail Notification to City based on Upcoming Renewal Notices
 - Configure different users with different access rights
 - Create a Risk Hazard table accessible by Laserfiche and use information to automatically fill in information into online form
 - Configure logic or exception handling for insurance waivers
- Documentation of Completed Work and Training (1 Day)
- Acceptance Testing (1/2Day)

Appendix B – Gantt Chart

Appendix B provides a detailed view of the project plan (see attachment).

This information is confidential and proprietary to ECS Imaging, Incorporated. The intent is only for the customer and the information contained herein (the 'Proprietary Information') is highly confidential and proprietary to and constitutes trade secrets of ECS Imaging, Inc.. This information shall not be published, communicated, disclosed or divulged to any person, firm, corporation or other legal entity, directly or indirectly, without the prior written consent of ECS Imaging, Inc. Management.



Task Mode	Task Name	Work	Duration	Start	Finish	Predecessors	Resource Name	September 2017	October 2017	November 2017	December 2017	January 2018
1	City of Lancaster - Laserfiche Implementation Project	154 hrs	95 days	Fri 9/1/17	Thu 1/11/18							
2	MS1 - General Initiation and Planning	56 hrs	18 days	Fri 9/1/17	Tue 9/26/17							
3	Project Initiation	16 hrs	10 days	Fri 9/1/17	Thu 9/14/17							
4	(Total professional services)	16 hrs	10 days	Fri 9/1/17	Thu 9/14/17							
5	Project kick off meeting (Introduction of all teams, responsibilities, and general timeline)	0 hrs	10 days	Fri 9/1/17	Thu 9/14/17							
6	Gather initial information and project planning	0 hrs	10 days	Fri 9/1/17	Thu 9/14/17							
7	Provide hardware recommendations based on LF software requirements	0 hrs	10 days	Fri 9/1/17	Thu 9/14/17							
8	Needs Assessment Analysis	40 hrs	3 days	Fri 9/22/17	Tue 9/26/17	3FS+5 days						
9	(Total professional services)	40 hrs	3 days	Fri 9/22/17	Tue 9/26/17							
10	Onsite Needs Assessment Meetings	0 hrs	3 days	Fri 9/22/17	Tue 9/26/17							
11	City Clerk Department Review	0 hrs	3 days	Fri 9/22/17	Tue 9/26/17							
12	Finance Department Review	0 hrs	3 days	Fri 9/22/17	Tue 9/26/17							
13	Development Services Review	0 hrs	3 days	Fri 9/22/17	Tue 9/26/17							
14	Public Safety Review	0 hrs	3 days	Fri 9/22/17	Tue 9/26/17							
15	Legal/Risk Management Review	0 hrs	3 days	Fri 9/22/17	Tue 9/26/17							
16	Human Resources Review	0 hrs	3 days	Fri 9/22/17	Tue 9/26/17							
17	Information Technology Review	0 hrs	3 days	Fri 9/22/17	Tue 9/26/17							
18	Parks/Recreation/Arts Review	0 hrs	3 days	Fri 9/22/17	Tue 9/26/17							
19	Housing Review	0 hrs	3 days	Fri 9/22/17	Tue 9/26/17							
20	Implementation	74 hrs	72 days	Wed 9/27/17	Thu 1/4/18							
21	MS2: Software Installation and Overview Training	16 hrs	10 days	Wed 9/27/17	Tue 10/10/17	3FS+8 days						
22	MS2A - Laserfiche Software Purchased	0 hrs	1 day	Wed 9/27/17	Wed 9/27/17							
23	Order Software and Verify Licensing	0 hrs	1 day	Wed 9/27/17	Wed 9/27/17							
24	MS2B - Laserfiche Software Installation and Configuration Services	16 hrs	5 days	Wed 9/27/17	Tue 10/3/17							
25	(Total professional services)	16 hrs	5 days	Wed 9/27/17	Tue 10/3/17							
26	Laserfiche Rio Directory Server Configuration	0 hrs	5 days	Wed 9/27/17	Tue 10/3/17							
27	Install Directory Server	0 hrs	5 days	Wed 9/27/17	Tue 10/3/17							
28	Install and Activate Directory Server	0 hrs	5 days	Wed 9/27/17	Tue 10/3/17							
29	Setup Licensing Database	0 hrs	5 days	Wed 9/27/17	Tue 10/3/17							
30	Save master license to defined location	0 hrs	5 days	Wed 9/27/17	Tue 10/3/17							
31	Configure Directory Server	0 hrs	5 days	Wed 9/27/17	Tue 10/3/17							
32	Configure Active Directory Connection	0 hrs	5 days	Wed 9/27/17	Tue 10/3/17							
33	Add AD Subscriptions	0 hrs	5 days	Wed 9/27/17	Tue 10/3/17							
34	Add Windows Users/Groups/Devices to LM	0 hrs	5 days	Wed 9/27/17	Tue 10/3/17							
35	Register App Instance & Generate license for LF Server	0 hrs	5 days	Wed 9/27/17	Tue 10/3/17							
36	Save license to defined location	0 hrs	5 days	Wed 9/27/17	Tue 10/3/17							
37	Register App Instance & Generate license for Web Access	0 hrs	5 days	Wed 9/27/17	Tue 10/3/17							
38	Register App Instance & Generate license for QF	0 hrs	5 days	Wed 9/27/17	Tue 10/3/17							
39	Deploy Licenses	0 hrs	5 days	Wed 9/27/17	Tue 10/3/17							
40	Verify products work with licenses	0 hrs	5 days	Wed 9/27/17	Tue 10/3/17							
41	Laserfiche Server Installation	0 hrs	5 days	Wed 9/27/17	Tue 10/3/17							
42	Install LF Server 10.x	0 hrs	5 days	Wed 9/27/17	Tue 10/3/17							
43	Validate connection / volume locations	0 hrs	5 days	Wed 9/27/17	Tue 10/3/17							
44	Create new Search Catalog	0 hrs	5 days	Wed 9/27/17	Tue 10/3/17							
45	Install Audit Trail 10.x	0 hrs	5 days	Wed 9/27/17	Tue 10/3/17							
46	Configure Audit Reports	0 hrs	5 days	Wed 9/27/17	Tue 10/3/17							
47	Install Web Access 10.x	0 hrs	5 days	Wed 9/27/17	Tue 10/3/17							
48	Configure WA Administration	0 hrs	5 days	Wed 9/27/17	Tue 10/3/17							
49	Configure Authentication in IIS	0 hrs	5 days	Wed 9/27/17	Tue 10/3/17							
50	Install WebLink Public Portal	0 hrs	5 days	Wed 9/27/17	Tue 10/3/17							
51	Configure WL Administration	0 hrs	5 days	Wed 9/27/17	Tue 10/3/17							
52	Configure Authentication in IIS	0 hrs	5 days	Wed 9/27/17	Tue 10/3/17							
53	Install Forms 10.x	0 hrs	5 days	Wed 9/27/17	Tue 10/3/17							
54	Configure Forms Administration	0 hrs	5 days	Wed 9/27/17	Tue 10/3/17							
55	Install Workflow 10.x	0 hrs	5 days	Wed 9/27/17	Tue 10/3/17							
56	Validate prerequisites are installed	0 hrs	5 days	Wed 9/27/17	Tue 10/3/17							
57	Install Import Agent 10.x	0 hrs	5 days	Wed 9/27/17	Tue 10/3/17							
58	Validate prerequisites are installed	0 hrs	5 days	Wed 9/27/17	Tue 10/3/17							
59	Laserfiche Client Installation	0 hrs	5 days	Wed 9/27/17	Tue 10/3/17							
60	Install Client and Scan Workstations 10.x	0 hrs	5 days	Wed 9/27/17	Tue 10/3/17							
61	Validate prerequisites are installed	0 hrs	5 days	Wed 9/27/17	Tue 10/3/17							
62	Confirm all workstations can connect to LF10 server	0 hrs	5 days	Wed 9/27/17	Tue 10/3/17							
63	MS2C - GeoDocs Installation and Configuration Services	0 hrs	5 days	Wed 9/27/17	Tue 10/3/17							

ID	Task Name	Work	Duration	Start	Finish	Predecessors	Resource Names	September 2017	October 2017	November 2017	December 2017	January 2018
64	Install DocuNav GeoDocs for ArcGIS	0 hrs	5 days	Wed 9/27/17	Tue 10/3/17							
65	Configure GeoDocs	0 hrs	5 days	Wed 9/27/17	Tue 10/3/17							
66	General Overview Training	0 hrs	2 days	Mon 10/9/17	Tue 10/10/17	24FS+3 days						
67	Overview Laserfiche Training for All Departments	0 hrs	2 days	Mon 10/9/17	Tue 10/10/17							
68	M53: Consultation and Solution Development and Implementation	58 hrs	35 days	Wed 10/25/17	Tue 12/12/17							
69	Repository Design Consultation and Configuration	8 hrs	5 days	Wed 10/25/17	Tue 10/31/17	21FS+10 days						
70	<i>(Total professional services)</i>	8 hrs	5 days	Wed 10/25/17	Tue 10/31/17							
71	Validate Requirements from Preliminary Needs Assessment	0 hrs	5 days	Wed 10/25/17	Tue 10/31/17							
72	Confirm repository requirements (Folder structure, naming convention, template design, licensing distribution and security, storage volumes)	0 hrs	5 days	Wed 10/25/17	Tue 10/31/17							
73	Consultation - Repository Design Recommendations	0 hrs	5 days	Wed 10/25/17	Tue 10/31/17							
74	Consult on Laserfiche configuration based on business requirements	0 hrs	5 days	Wed 10/25/17	Tue 10/31/17							
75	Configuration - Repository Design Implementation	0 hrs	5 days	Wed 10/25/17	Tue 10/31/17							
76	Configure Laserfiche based on business requirements	0 hrs	5 days	Wed 10/25/17	Tue 10/31/17							
77	Review and confirm approval of repository design	0 hrs	5 days	Wed 10/25/17	Tue 10/31/17							
78	Business Process Consultation and Configuration Including QF Batch Scanning	16 hrs	20 days	Mon 11/6/17	Fri 12/1/17	69FS+3 days						
79	<i>(Total professional services)</i>	16 hrs	20 days	Mon 11/6/17	Fri 12/1/17							
80	Validate Requirements from Preliminary Needs Assessment	0 hrs	20 days	Mon 11/6/17	Fri 12/1/17							
81	Document Existing System	0 hrs	20 days	Mon 11/6/17	Fri 12/1/17							
82	Identify the high level business process	0 hrs	20 days	Mon 11/6/17	Fri 12/1/17							
83	Identify the primary problems	0 hrs	20 days	Mon 11/6/17	Fri 12/1/17							
84	Confirm business requirements (import and capture process, workflow automation, forms building, search and retrieval)	0 hrs	20 days	Mon 11/6/17	Fri 12/1/17							
85	Consultation - Business Process Recommendations	0 hrs	20 days	Mon 11/6/17	Fri 12/1/17							
86	Develop Recommendations	0 hrs	20 days	Mon 11/6/17	Fri 12/1/17							
87	Translate business process into LF	0 hrs	20 days	Mon 11/6/17	Fri 12/1/17							
88	Identify potential solution to primary problems	0 hrs	20 days	Mon 11/6/17	Fri 12/1/17							
89	Design high level solutions to replicate key existing business processes	0 hrs	20 days	Mon 11/6/17	Fri 12/1/17							
90	Present Recommendations	0 hrs	20 days	Mon 11/6/17	Fri 12/1/17							
91	Provide high level recommendations	0 hrs	20 days	Mon 11/6/17	Fri 12/1/17							
92	Accept requests for high level changes to recommendation	0 hrs	20 days	Mon 11/6/17	Fri 12/1/17							
93	Provide final high level recommendations	0 hrs	20 days	Mon 11/6/17	Fri 12/1/17							
94	Configuration - Business Process Design Implementation	0 hrs	20 days	Mon 11/6/17	Fri 12/1/17							
95	Bulk Solutions	0 hrs	20 days	Mon 11/6/17	Fri 12/1/17							
96	Validate solution with department leads	0 hrs	20 days	Mon 11/6/17	Fri 12/1/17							
97	Revise solutions to existing business processes as needed	0 hrs	20 days	Mon 11/6/17	Fri 12/1/17							
98	Validate revisions with department leads	0 hrs	20 days	Mon 11/6/17	Fri 12/1/17							
99	Deploy Final Solutions	0 hrs	20 days	Mon 11/6/17	Fri 12/1/17							
100	Setup final solution (import Agent, Scanning, Workflow, Forms)	0 hrs	20 days	Mon 11/6/17	Fri 12/1/17							
101	Test solution and verify with organization	0 hrs	20 days	Mon 11/6/17	Fri 12/1/17							
102	User Acceptance Testing	0 hrs	20 days	Mon 11/6/17	Fri 12/1/17							
103	Follow UAT Testing Documentation and Validate Software is Functional	0 hrs	20 days	Mon 11/6/17	Fri 12/1/17							
104	Laserfiche Training	34 hrs	5 days	Wed 12/6/17	Tue 12/12/17	78FS+2 days						
105	<i>(Total professional services)</i>	34 hrs	5 days	Wed 12/6/17	Tue 12/12/17							
106	User Training	0 hrs	5 days	Wed 12/6/17	Tue 12/12/17							
107	Import and Capture Training	0 hrs	5 days	Wed 12/6/17	Tue 12/12/17							
108	Search and Retrieval Training	0 hrs	5 days	Wed 12/6/17	Tue 12/12/17							
109	Power User Training	0 hrs	5 days	Wed 12/6/17	Tue 12/12/17							
110	Import and Capture Training	0 hrs	5 days	Wed 12/6/17	Tue 12/12/17							
111	Search and Retrieval Training	0 hrs	5 days	Wed 12/6/17	Tue 12/12/17							
112	LF Administration Training for IT Staff	0 hrs	5 days	Wed 12/6/17	Tue 12/12/17							
113	Workflow Training	0 hrs	5 days	Wed 12/6/17	Tue 12/12/17							
114	Forms Training	0 hrs	5 days	Wed 12/6/17	Tue 12/12/17							
115	Security and User Setup Training	0 hrs	5 days	Wed 12/6/17	Tue 12/12/17							
116	Volume configuration Training	0 hrs	5 days	Wed 12/6/17	Tue 12/12/17							
117	General IT Training	0 hrs	5 days	Wed 12/6/17	Tue 12/12/17							
118	M54: SharePoint Conversion to Laserfiche	0 hrs	60 days	Fri 10/13/17	Thu 1/4/18	21FS+2 days						
119	<i>(Total professional services) - Flat Rate</i>	0 hrs	60 days	Fri 10/13/17	Thu 1/4/18							
120	Initial Assessment and Sample Validation Review	0 hrs	60 days	Fri 10/13/17	Thu 1/4/18							
121	Conversion Planning	0 hrs	60 days	Fri 10/13/17	Thu 1/4/18							
122	Gather Conversion Requirements	0 hrs	60 days	Fri 10/13/17	Thu 1/4/18							
123	Programming	0 hrs	60 days	Fri 10/13/17	Thu 1/4/18							
124	Complete programming conversion intelligence	0 hrs	60 days	Fri 10/13/17	Thu 1/4/18							

ID	Task Mode	Task Name	Work	Duration	Start	Finish	Predecessors	Resource Names	September 2017	October 2017	November 2017	December 2017	January 2018
125		Verify and resolve any programming issues with requirements (if any)	0 hrs	60 days	Fri 10/13/17	Thu 1/4/18							
126		Test Conversion	0 hrs	60 days	Fri 10/13/17	Thu 1/4/18							
127		Verification	0 hrs	60 days	Fri 10/13/17	Thu 1/4/18							
128		Generate 100MB of sample data for each document type	0 hrs	60 days	Fri 10/13/17	Thu 1/4/18							
129		Load sample data for customer review	0 hrs	60 days	Fri 10/13/17	Thu 1/4/18							
130		Modify conversion programming as needed	0 hrs	60 days	Fri 10/13/17	Thu 1/4/18							
131		Review final sample data for review and sign off	0 hrs	60 days	Fri 10/13/17	Thu 1/4/18							
132		Primary Conversion and Conversion Statistics Report Validation Review	0 hrs	60 days	Fri 10/13/17	Thu 1/4/18							
133		Primary Conversion	0 hrs	60 days	Fri 10/13/17	Thu 1/4/18							
134		Convert all data and reprocess with workflow in LF	0 hrs	60 days	Fri 10/13/17	Thu 1/4/18							
135		Verification	0 hrs	60 days	Fri 10/13/17	Thu 1/4/18							
136		Generate statistics report of conversion for review and sign off	0 hrs	60 days	Fri 10/13/17	Thu 1/4/18							
137		Final Destination Workflow Reprocessing	0 hrs	60 days	Fri 10/13/17	Thu 1/4/18							
138		Reprocessing	0 hrs	60 days	Fri 10/13/17	Thu 1/4/18							
139		Use business requirements from consulting to build Workflow to reprocess documents	0 hrs	60 days	Fri 10/13/17	Thu 1/4/18							
140		Reprocess documents to desired folder structure, naming convention, and metadata structure	0 hrs	60 days	Fri 10/13/17	Thu 1/4/18							
141		Validate reprocessed documents meet business requirements and sign off	0 hrs	60 days	Fri 10/13/17	Thu 1/4/18							
142		MSS - General Project Management - (Monitoring and Controlling) and Closing	24 hrs	95 days	Fri 9/1/17	Thu 1/11/18							
143		Ongoing Management	16 hrs	90 days	Fri 9/1/17	Thu 1/4/18							
144		<i>(Total professional services)</i>	16 hrs	90 days	Fri 9/1/17	Thu 1/4/18							
145		Monitor and Control Project Work	0 hrs	90 days	Fri 9/1/17	Thu 1/4/18							
146		Authorize Work	0 hrs	90 days	Fri 9/1/17	Thu 1/4/18							
147		Manage Action Items	0 hrs	90 days	Fri 9/1/17	Thu 1/4/18							
148		Manage Project Records	0 hrs	90 days	Fri 9/1/17	Thu 1/4/18							
149		Integrated Change Control	0 hrs	90 days	Fri 9/1/17	Thu 1/4/18							
150		Manage Scope	0 hrs	90 days	Fri 9/1/17	Thu 1/4/18							
151		Manage Requirements	0 hrs	90 days	Fri 9/1/17	Thu 1/4/18							
152		Control Decisions	0 hrs	90 days	Fri 9/1/17	Thu 1/4/18							
153		Control Changes	0 hrs	90 days	Fri 9/1/17	Thu 1/4/18							
154		Scope Verification	0 hrs	90 days	Fri 9/1/17	Thu 1/4/18							
155		Manage Project Acceptance	0 hrs	90 days	Fri 9/1/17	Thu 1/4/18							
156		Schedule Control	0 hrs	90 days	Fri 9/1/17	Thu 1/4/18							
157		Track Status	0 hrs	90 days	Fri 9/1/17	Thu 1/4/18							
158		Maintain Project Schedule	0 hrs	90 days	Fri 9/1/17	Thu 1/4/18							
159		Maintain Work Plans	0 hrs	90 days	Fri 9/1/17	Thu 1/4/18							
160		Manage Finances	0 hrs	90 days	Fri 9/1/17	Thu 1/4/18							
161		Monitor Cost/Schedule Variance	0 hrs	90 days	Fri 9/1/17	Thu 1/4/18							
162		Control Costs	0 hrs	90 days	Fri 9/1/17	Thu 1/4/18							
163		Maintain Financial Plan	0 hrs	90 days	Fri 9/1/17	Thu 1/4/18							
164		Perform Quality Control	0 hrs	90 days	Fri 9/1/17	Thu 1/4/18							
165		Control Quality	0 hrs	90 days	Fri 9/1/17	Thu 1/4/18							
166		Participate in Testing	0 hrs	90 days	Fri 9/1/17	Thu 1/4/18							
167		Manage Project Team	0 hrs	90 days	Fri 9/1/17	Thu 1/4/18							
168		Manage Communications	0 hrs	90 days	Fri 9/1/17	Thu 1/4/18							
169		Meet With Teams as Needed	0 hrs	90 days	Fri 9/1/17	Thu 1/4/18							
170		Produce Performance Reports	0 hrs	90 days	Fri 9/1/17	Thu 1/4/18							
171		Report Semi Monthly Status	0 hrs	90 days	Fri 9/1/17	Thu 1/4/18							
172		Manage Stakeholders	0 hrs	90 days	Fri 9/1/17	Thu 1/4/18							
173		Monitor Satisfaction	0 hrs	90 days	Fri 9/1/17	Thu 1/4/18							
174		Resolve Issues	0 hrs	90 days	Fri 9/1/17	Thu 1/4/18							
175		Risk Monitoring and Control	0 hrs	90 days	Fri 9/1/17	Thu 1/4/18							
176		Manage Risks	0 hrs	90 days	Fri 9/1/17	Thu 1/4/18							
177		Project Completion Review and Sign-off	8 hrs	5 days	Fri 1/5/18	Thu 1/11/18	143						
178		<i>(Total professional services)</i>	8 hrs	5 days	Fri 1/5/18	Thu 1/11/18							
179		Address any outstanding issues	0 hrs	5 days	Fri 1/5/18	Thu 1/11/18							
180		Summary and Documentation Review	0 hrs	5 days	Fri 1/5/18	Thu 1/11/18							
181		Project completion meeting and sign off	0 hrs	5 days	Fri 1/5/18	Thu 1/11/18							

EXHIBIT B

ECS PRIORITY SUPPORT AGREEMENT - TERMS AND CONDITIONS

START DATE: [Click here to enter text.](#)
END DATE: [Click here to enter text.](#)
PRIORITY SUPPORT HOURS

Products covered by this Support Agreement are included with the corresponding Invoice for support services.

The terms and conditions below shall be the "ECS Priority Support Agreement" ("Support Agreement") by which ECS Imaging, Inc. ("ECS"), a Value Added Reseller of Laserfiche, and the City of Lancaster ("Client") agree to be governed relative to the software and/or hardware maintenance services ("Service" or "Services") which ECS will provide relative to the above-described Products. If this Support Agreement is an Exhibit or addendum to another contract, the terms and provisions hereof shall control over any inconsistent terms or provisions thereof for purposes of the services provided pursuant to this Support Agreement.

1) Software Maintenance/Priority Support Services: Based on the software provided as part of the contract, ECS will supply the following software maintenance/support services:

(a) ECS shall provide all necessary telephone support for reporting and resolving problems with the software products covered by this Support Agreement, and shall be available to receive notification by the Client of any software problem. The Client must provide adequate information and documentation to enable ECS to recreate the reported problem. If it is determined that there is no problem with the software products, ECS will so inform the Client and, in such case, ECS reserves the right to charge the Client for the services provided at ECS's then current standard rates plus reasonable associated expenses. Notwithstanding the provisions of this section, ECS makes no warranties that the maintenance/support provided hereunder will be successful in resolving any problems or in diagnosing faults.

(b) Service is available by calling 877-790-1600 or via E-mail at helpdesk@ecsimaging.com during Regular Business Hours, defined as the hours between 7:30 a.m. and 5:00 p.m. PST, Monday through Friday (excluding ECS company holidays). Unless otherwise specified at Paragraph 15 hereof, ECS agrees to use reasonable efforts to respond to the Client's service request within four (4) hours of receipt of notification. ECS shall first attempt to diagnose the reported problem via telephone and/or e-mail, if considered appropriate, shall attempt to resolve the reported problem by requesting that the Client perform any required/standard operational maintenance or simple adjustments which the Client can reasonably be expected to conduct. If the reported problem is not resolved via telephone and/or e-mail, ECS shall arrange for a system engineer to visit the Client's site during ECS's Regular Business Hours.

(c) The Client has purchased a fixed number of Priority Support Hours per year as defined in the Invoice for support services. Priority Support Hours will be debited when ECS performs remote desktop support, on-site support, on-site and remote upgrades, and on-site training. When Priority Support Hours are used for on-site activities, ECS will debit a minimum of two to eight hours from the Priority Support Agreement based on the travel time of the support engineer or trainer. Scheduled After-Hours Support, defined as any time-period outside of ECS's Regular Business Hours, is available at the discretion of ECS. The Client will be debited double the total number of Priority Support Hours used After-Hours Support. Priority Support Hours expire after the End Date specified and do not roll-over to the next year period. Priority Support Hours can only be used for support related modification services of existing business processes for Laserfiche Forms or Laserfiche Workflow. Therefore, Priority Support services cannot be used as professional services for the development of new Laserfiche Forms or Laserfiche Workflows, nor can they be used for systems integration, migration, or software development services. If insufficient Priority Support hours are available, you will be asked to increase your annual Priority Support Hours at a cost or purchase additional Professional Services Hours at a rate of \$250/Hr.

2) Hardware Maintenance/Support Services: If applicable based on the above-described Products, ECS will supply the following hardware maintenance/support services:

(a) Hardware maintenance will be covered if such hardware is covered by the manufacturer's warranty and the warranty is maintained through ECS.

3) Charges: ECS will invoice Client for the total software/hardware maintenance/support services cost, including any applicable taxes. Client agrees to remit complete payment for such invoice in advance of the Start Date set forth above. Invoices shall be due within thirty (30) days following submittal of an invoice.

4) Client Responsibility: Client is responsible for:

- (a) Notifying ECS in advance of any material changes to the supported Products components, including, but not limited to, the system's network, server/workstation hardware, operating system or security configuration.
- (b) Having a valid backup of data at all times to maintain original operating system, data and application software.
- (c) Promptly notifying ECS of any need for service and making product(s) available to ECS engineers.
- (d) Running diagnostic tests on all non-supported system components (network, server/workstation hardware, operating system or security configuration) before having a product serviced under this Support Agreement.

5) Limitations of Service: Maintenance/support services provided under this Support Agreement do not include:

- (a) Cost of bringing product(s) to operational status prior to placing them under maintenance.
- (b) Costs related to the resolution of software problems caused by unapproved changes to the supported system's network, server/workstation hardware, operating system or security configuration.
- (c) Repair of damage caused by; accidents, natural disaster, improper use, damage during transportation/relocation by Client, work performed on software/hardware by personnel other than ECS employees/subcontractors, causes beyond ECS's control.

- (d) Furnishing consumable supplies or accessories as specified by the manufacturer.
- (e) Hardware with missing or altered serial numbers.
- (f) Repair of damage or increase in service time caused by the use of the product for purpose other than for which it was designed or beyond the manufacturer's specifications.

If services are required due to the above causes, ECS will provide services at ECS's then current standard service rates.

6) Term: This Support Agreement shall be in effect beginning on the Start Date set forth above and continue through the End Date set forth above, unless sooner terminated as provided in Section 7 of this Support Agreement.

7) Termination: Client may terminate this Support Agreement for any reason with sixty (60) days written notice prior to the any anniversary of the Start Date. Client may also terminate this Support Agreement if any material agreement or obligation contained or referred to in the Support Agreement has been breached by ECS, provided that Client has given ECS notice of such breach and there has been a failure to cure such breach, if curable, within thirty (30) days after receipt of such notice. Unless such breach has been cured, termination shall be effective thirty (30) days after receipt of such notice, and shall be without prejudice to any other right or remedy to which Client may be entitled either at law, in equity, or otherwise, including, without limitation, under this Support Agreement, may terminate this Support Agreement at any time for any reason with sixty (60) days written notice. Upon terminating the Support Agreement, ECS will issue a prorated refund of any remaining prepaid Agreement coverage. The refund amount will be for the ECS Priority Support Hours only and will not include prepaid, non-refundable maintenance/support fees paid to the software manufacturer(s) or third-party hardware service provider(s).

8) Rate Changes: The Priority Support rates stated within this Support Agreement will not change during the Start Date and End Date set forth above. All rates are adjustable for Priority Support coverage periods after the End Date.

9) Limitation of Liability: Client must provide ECS with notice of claims of damage, improper service, or lawsuit within thirty (30) days of service. ECS shall not be liable for performance delays or for nonperformance due to causes beyond its reasonable control. For any material breach of this Support Agreement by ECS, Client's remedy and ECS's liability shall be limited to a refund of related maintenance/support fees paid during the period of breach, up to a maximum of twelve (12) months. The remedies provided herein are Client's sole and exclusive remedies. In no event will ECS be liable for special, punitive, incidental, or consequential damages, whether based in contract, tort, or otherwise, including, without limitation, claims for loss or corruption of data or lost profit.

10) Binding Effect: Subject to any prohibition against assignment contained herein, the within Support Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties hereto.

11) Entire Agreement: Client acknowledges that he/she/it has read this Support Agreement, understands it and agrees to be bound by the terms and provisions set forth herein. This Support Agreement may not be modified or amended except by written instrument duly executed by the parties. This Support Agreement, is one part of the understanding between ECS and the Client respecting the subject matter hereof and it supersedes and replaces any prior or contemporaneous written or oral proposals or Support Agreements relative to Support Agreement services

12) Governing Law - Venue: This Support Agreement shall be governed by and construed in accordance with the laws of the State of California. It shall be deemed to have been made and entered into in the City of Riverside, State of California, and all legal actions or arbitrations pertaining thereto shall occur with regard to such specification of venue.

13) Professional Services: ECS provides professional services for developing workflows, electronic forms, or data conversions and several other services. If the client chooses, these services will be provided by ECS at the rate of \$250 per hour with a two-hour minimum, portal-to-portal.

14) Authorization - Any person signing the within Support Agreement as the party hereto or as the representative of a party hereto hereby represents and warrants to all other parties that he/she has authority to bind the party on behalf of whom he/she executes to the within Support Agreement.

15) Modifications and Clarifications The following modify and clarify any term or provisions of the above and foregoing terms and provisions of this Support Agreement.

N/A

16) Acceptance: This Support Agreement is deemed accepted by and binding upon Client by the signature of Client where indicated below or by virtue of any Client generated purchase order(s) being received by ECS at any time during the period specified for Services to be performed or by Client availing itself of the Services to be provided hereunder whether or not this Support Agreement is signed by Client or a Client generated purchase order is provided by Client to ECS.

ECS IMAGING, INC.
5905 Brockton Ave., Suite "C"
Riverside, CA 92506
(951) 787-8768 x103

Client: [Click here to enter text.](#)
Address: [Click here to enter text.](#)
[Click here to enter text.](#)

By: Kristan Stillman Date: 05/10/17 By City of Lancaster Date: _____
Print Name: Kristan Stillman Print Name: _____
Title: Accounting Supervisor Title: _____

STAFF REPORT
City of Lancaster

Date: August 8, 2017
To: Mayor Parris and City Council Members
From: Pamela Statsmann, Finance Director
Subject: **Unclaimed Monies Policy**

CC 6
08/08/17
MVB

Recommendation:

Approve Unclaimed Monies Policy establishing proper accounting and disposition of unclaimed monies in accordance with government statutes and adopted department policies and procedures.

Fiscal Impact:

None.

Background:

The City collects various improvement securities (Guaranteed Deposits) associated with tentative and final maps, grading and encroachment permits, and/or other work required within City right-of-way. There are times a project may not be completed, yet the security is still retained by the City. The Unclaimed Monies Policy establishes the disposition procedures for these securities.

PS:TH

Attachment:

Unclaimed Monies Policy

**City of Lancaster
Administrative Policies and Procedures Manual**

Subject UNCLAIMED MONIES		Effective Date 08/08/17	
Index: Finance Number:	Supersedes N/A	Staff Contact P. Statsmann	Pages 6

1.0 Purpose

To establish proper accounting and disposition of unclaimed monies in accordance with government statutes and adopted department policies and procedures.

2.0 Organizations Affected

- 2.1 All City departments/divisions/entities
- 2.2 Any entity that has deposited funds into the City Treasury

3.0 References

- 3.1 California Government Code Sections 50050-50057
- 3.2 City of Lancaster Municipal Code Section 2.12.040 - Finance Director—City Treasurer
- 3.3 Engineering Design Guidelines Policies & Procedures, Sections 5.5 and 8.9

4.0 Definition of Terms

- 4.1 Aged Unclaimed Deposits – General Ledger account used to record unclaimed monies.
- 4.2 Guaranteed Deposits – Forms of security, generally placed on deposit by a developer, for work within the City right-of-way. Forms of payment include, but are not limited to, certificates of deposit, passbook savings accounts, cashier’s checks, cash deposits, etc.
- 4.3 List of Unclaimed Monies – List of securities, by depositor, that have remained unclaimed for a period of three or more years preceding the list preparation date.
- 4.4 Treasurer – The City of Lancaster Finance Director or his or her designee responsible for the receipt, investment, disbursement, and safekeeping of all City funds.

- 4.5 Unclaimed Guaranteed Deposits – Guaranteed Deposits that do not qualify for exoneration, and will not be claimed, per Engineering Design Guidelines Policies & Procedures, Section 8.9, may be deemed Unclaimed Monies by the City’s Development Engineering Division.
 - 4.6 Unclaimed Monies - Securities that are not the property of the City, but remain in the City Treasury for three or more years without the legal owner(s) filing a claim.
- 5.0 Policy
- 5.1 California Government Code Sections 50050 through 50057 stipulate that money not the property of a local agency that remains unclaimed in its treasury or in the official custody of its officers for three years is the property of the local agency after notice if not claimed or if no verified complaint is filed and served.
 - 5.2 Monies that remain unclaimed for at least three years will become the property of the City of Lancaster after the procedures identified herein have been followed. In addition, once a guaranteed deposit has been deemed unclaimed monies by the City’s Development Engineering Division, it will become the property of the City of Lancaster after the procedures identified herein have been followed.
 - 5.3 Disposition procedures for unclaimed monies will not include individual items of less than \$15.00, or any amounts in which the depositor’s name is unknown. These funds will become the property of the City of Lancaster after being unclaimed for a period of at least 12 months by order of the Lancaster City Council without the necessity of publication of a notice in a newspaper (Gov. Code Section 50055).
- 6.0 Procedure
- 6.1 On or about every June 30th and December 31st, the Treasurer shall prepare a list of Unclaimed Monies that have remained unclaimed for a period of three or more years preceding the list preparation date. The list shall include (1) unclaimed deposits made to the City, (2) unclaimed guaranteed deposits, as deemed by the City as unclaimed monies from the schedule of guaranteed deposits and securities held, and (3) any other funds qualifying as Unclaimed Monies under this Policy. The list shall contain the name of each depositor and the date on which the deposit was made.
 - 6.2 A journal entry shall be prepared to record the total amount of unclaimed monies in a holding account called “Aged Unclaimed Deposits”.

- 6.3 Also on or about June 30th and December 31st, the unclaimed monies list shall be evaluated to determine which deposits are more than three years old from the date of deposit into the City Treasury, and meet the qualifications of this policy. Those deposits meeting this criteria will be handled as follows:
- 6.3.1 After three or more years from the deposit date, if the monies on the unclaimed monies list remain unclaimed, the monies may become the property of the City, after notice is given to potential claimants (Gov. Code Section 50050). Any time after three years, the City's Treasurer shall publish a notice once a week for two successive weeks in a local newspaper of general circulation. The notice will state the amount of funds, the fund in which it is held, and that it is proposed that the funds will become the property of the City on a designated date between forty-five (45) and sixty (60) days after the first publication of the notice (Gov. Code Section 50051).
 - 6.3.2 Before or after the notice, and before the date the unclaimed funds becomes the City's property, any interested party may file a claim for the funds with the City's Treasurer (Gov. Code Section 50052). The claim must include the claimant's name, address, amount of the claim, the grounds on which the claim is founded, and any other information that the Treasurer requires.
 - 6.3.3 The Treasurer may either accept or reject the claim. However, even if the procedures listed above are not followed, the Treasurer has the discretion, upon submission of satisfactory proof to the Treasurer, to release unclaimed funds to the depositor of the unclaimed funds or their heirs, beneficiaries, or duly appointed representatives, if the funds are claimed before it becomes the City's property (Gov. Code Section 50052.5).
 - 6.3.4 If the Treasurer rejects the claim, the claimant may file a verified complaint in a Los Angeles County Court seeking to recover all or a dedicated part of the funds (Gov. Code Section 50052). A copy of that complaint must be served on the City Treasurer within 30 days of receiving notice that the claim was rejected. When a complaint has been filed, the Treasurer must withhold the release of the portion of unclaimed funds until a court renders its decision.
 - 6.3.5 If the funds are located in a special fund, the City Council may transfer the funds to the General Fund (Gov. Code Section 50053).

Approved

Mark V. Bozigian, City Manager

Date

Exhibit A
Sample Letter

Dear _____:

Our records indicate that _____ deposited funds with the City of Lancaster on or about _____ in the amount of \$_____ in connection with project number _____. These funds have not been claimed for release. To make a claim to the City to release the funds, please complete the enclosed "Affidavit of Unclaimed Monies" and mail to:

City of Lancaster
Finance Department
44933 Fern Avenue
Lancaster, CA 93534

Upon receipt of the properly signed affidavit, a City representative will contact you with information regarding the deposit release procedures. Please call me at (661) 723-6038 if you have any questions or if I can be of any assistance.

Pamela Statsmann
Finance Director/Treasurer
City of Lancaster

Enclosure: Affidavit of Unclaimed Monies

Exhibit B
Sample Affidavit

City of Lancaster
Affidavit of Unclaimed Monies

I, _____, hereby declare that I am the legal owner or
custodian of monies deposited with the City of Lancaster, in the amount of
\$ _____, dated _____ and the name of the depositor is
_____.

I request that the City of Lancaster contact and inform me of the process by which the
deposited funds may be returned.

**I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE
STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT.**

EXECUTED AT _____,

THIS _____ DAY OF _____, 20 _____.

Signature

Daytime Phone Number

Address

City State Zip

STAFF REPORT
City of Lancaster

CC 7
08/08/17
MVB

Date: August 8, 2017

To: Mayor Parris and City Council Members

From: Jason Caudle, Deputy City Manager
Kathy Wells, Energy Projects Assistant

Subject: **Participation with Statewide “One Thing for the Sun” Campaign**

Recommendation:

Adopt **Resolution No. 17-39**, authorizing the City’s participation with the statewide “One Thing for the Sun” Campaign.

Fiscal Impact:

None.

Background:

On August 21, 2017, a partial solar eclipse will travel across California from about 9:02am until about 11:54am. The sun will be obscured from 76% in Northern California to 62% in Southern California border area, and this reduction in solar radiation will directly affect the output of California’s abundant solar energy resources including both large-scale photovoltaic (PV) electric power plants and rooftop solar.

While the State’s utilities and grid operator have all the tools necessary to manage the grid during the eclipse, the *One Thing for the Sun* campaign seeks to engage with people, businesses, organizations and government across California to take one action during the solar eclipse on August 21 to reduce electricity usage. This will allow California to burn fewer fossil fuels and emit fewer GHG emissions while California's solar energy production dips during the eclipse. The *One Thing for the Sun* campaign is an effort to engage Californians in our world-leading clean energy economy by demonstrating that by coming together to each do one small thing to reduce energy usage, we can have a major impact on our environment.

In addition to individual pledges, the campaign is engaging with state and local government, clean energy industry, advocacy organizations and business to form the *One Thing for the Sun Partnership*. As a Partner, the City would pledge to work with the California Public Utilities Commission, California Energy Commission and the California Independent System Operator to develop energy saving plans that that will be deployed during the eclipse. The simple act of turning air conditioning thermostats up 2 to 4 degrees in city-owned buildings and shutting down power strips not supplying electricity to appliances in use are a few examples of actions to be taken in such an energy savings plan.

JC:KW

Attachments:

Resolution No. 17-39

Energy Savings Action Plan

RESOLUTION NO. 17-39

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, CALIFORNIA, AUTHORIZING THE CITY'S PARTICIPATION AND ENERGY SAVINGS PLAN IN SUPPORT OF THE ONE THING FOR THE SUN CAMPAIGN

WHEREAS, on August 21, 2017, a partial solar eclipse will travel across California, obscuring between 60-76 percent of state from the sun. The reduction in solar radiation will directly affect the output of both large scale photovoltaic (PV) electric power plants and rooftop solar; and

WHEREAS, California has built a large amount of renewable energy electric power plants. Nearly 10,000 megawatts of commercially operational grid connected solar PV are currently operated by California's investor owned utilities, and more will soon be completed; and

WHEREAS, initial estimates show at the eclipse peak, for the California Independent System Operator's balancing authority area, commercial solar production will be reduced from an estimated 8,754 megawatts to 3,143 megawatts at the maximum partial eclipse and then return to 9,046 megawatts; and

WHEREAS, over 5,800 megawatts of customer or third party-owned rooftop solar installed on homes and businesses in the same area will be affected; and

WHEREAS, the California Independent System Operator (ISO) plans for events such as this, where loss of power generation not only reduces the amount of electrical energy available to customers, but also produces imbalances that can cause other critical problems. In order to avoid that type of failure, the ISO will ensure that other power sources, like gas power plants or hydro facilities are held ready to step in, or cut off power to some customers; and

WHEREAS, millions of Californians can step in to allow our hardworking sun to take a break. Rather than relying primarily on expensive and inefficient natural gas peaking power plants, California citizens can unplug from the grid so that we can have cleaner air, keep our system reliable, and send a message to the rest of the county that we do not have to rely on fossil fuels as the only foundation of electricity.

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

Section 1. This City Council hereby supports the State's efforts in calling on all Californians to step forward and doing at least one thing to stand in for the solar power that we enjoy from our hardworking sun, including turning air conditioning thermostats up 2 to 4 degrees, shutting down three power strips not supplying electricity to appliances in use, and avoiding charging electric vehicles during the period from 9:00 am to noon on August 21, 2017.

Resolution No.

Page 2

Section 2. The City Council authorizes City participation and supports the energy savings plan which provides actions to be taken at government-owned facilities to reduce demand for electricity for the duration of the eclipse.

PASSED, APPROVED and ADOPTED this 8th day of August, 2017, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

APPROVED:

BRITT S. AVRIT, MMC
City Clerk
City of Lancaster

R. REX PARRIS
Mayor
City of Lancaster

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

CERTIFICATION OF RESOLUTION
CITY COUNCIL

I, _____, _____ City of Lancaster, CA, do hereby certify that this is a true and correct copy of the original Resolution No. 17-39, for which the original is on file in my office.

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

(seal)



Solar Eclipse Energy Savings Action Plan

On August 21, 2017, a partial solar eclipse will travel across California from about 9:02 am until about 11:54 am. The sun will be obscured from 76% in Northern California to 62% in Southern California, and this reduction in solar radiation will directly affect the output of California's abundant solar energy resources. While our utilities and grid operator have all of the tools necessary to manage the grid during the eclipse, what if millions of Californians stepped in to allow our hard-working sun to take a break, rather than relying on expensive and inefficient natural gas peaking power plants? By plugging into the power of California's citizens and unplugging from the grid, we'll have cleaner air, we'll keep our energy system reliable, and we'll send a message to the rest of the county that we can do all of that without being forced to rely on fossil fuels. The proposed Solar Eclipse Energy Savings Action Plan describes how we, as City employees along with our residents, can pledge to do one thing to reduce our energy consumption and give our hardworking sun a break during the eclipse.

Energy Savings Plan	Target Participants	Communications Plan
<p>*City Council adopt resolution to support One Thing for the Sun campaign</p> <p>*Program HVAC units across all city-owned buildings to reduce energy usage during the eclipse</p> <p>*Send notice to all city staff to take the "Pledge to Do One Thing for the Sun"</p> <p>*Work with CPUC, CAISO and Utilities to validate HVAC control strategy</p> <p>*Broadly promote "Pledge to Do One Thing for the Sun" to residents and businesses in our community</p>	<p>*City Council and residents</p> <p>*City employees (>275)</p> <p>*Outreach to City building/facility managers with directions to modify operations of HVAC during eclipse</p> <p>*Outreach to business community and Lancaster Choice Energy Customers (> 51,000)</p>	<p>*City Council adopts Resolution</p> <p>*Email notice to all City Workers</p> <p>*Feature One Thing for the Sun Campaign in digital communications (Webpages, facebook page, E-news)</p> <p>*Host Energy Savings Action Plan on Lancaster Choice Energy website</p>

PLEDGE TO DO ONE THING – Residents, Businesses, and City Employees

- Turn air conditioning thermostats up 2 to 5 degrees
- Shut down at least three power strips
- Avoid charging electric vehicles or bikes/scooters between 9am and noon on August 21, 2017
- Turn off unnecessary lights
- Avoid charging electronic devices between 9am and noon on August 21, 2017
- Unplug appliances not in use during the eclipse (e.g., toasters, microwaves, t.v., printer, fax machine, copiers, etc.)
- Replace your light bulbs with LED
- Keep doors closed to prevent conditioned (cooled) air from escaping

STAFF REPORT
City of Lancaster

CC 8
08/08/17
MVB

Date: August 8, 2017

To: Mayor Parris and City Council Members

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

Subject: **Resolution Authorizing the California Choice Energy Authority to Procure Energy and other related products on behalf of Lancaster Choice Energy**

Recommendation:

Adopt **Resolution No. 17-40**, authorizing the California Choice Energy Authority to procure energy and other related products on behalf of Lancaster Choice Energy.

Fiscal Impact:

Sufficient funds are available in the Lancaster Choice (“LCE”) FY17/18 budget for appropriate expenses and revenues associated with procurement for FY17/18.

Background:

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

In October 2014, the City of Lancaster launched Lancaster Choice Energy (LCE), the first community choice aggregator (CCA) in Southern California Edison territory and the first stand-alone CCA in the State of California. Since operations began, LCE has saved Lancaster residents millions of dollars in energy costs, while providing a higher renewable energy product, helping the City reach its Net Zero goal.

On March 28, 2017, Lancaster City Council adopted Resolution No. 02-17, adopting the first amendment to the California Clean Energy Authority Joint Exercise of Powers Agreement (JPA). The amendment changed the name of the JPA to California Choice Energy Authority (CCEA) to better reflect the authorities administrative support provided to member cities for their CCA operational services.

On May 9, 2017, the City of Lancaster, approved an Administrative Services Agreement with California Choice Energy Authority for the purpose of facilitating the purchase and sale of electricity and other related services on behalf of their CCA.

Adoption of this resolution provides authorization to California Clean Energy Authority to procure energy and other related products on behalf of Lancaster Choice Energy.

Attachments:

Resolution No. 17-40

City of Lancaster Administrative Services Agreement

RESOLUTION NO. 17-40

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, CALIFORNIA, AUTHORIZING THE CALIFORNIA CHOICE ENERGY AUTHORITY TO PROCURE ENERGY AND OTHER RELATED PRODUCTS ON BEHALF OF LANCASTER CHOICE ENERGY.

WHEREAS, the City of Lancaster is a charter city and municipal corporation duly organized and existing to and under the provisions of the laws of the State of California; and

WHEREAS, the City of Lancaster established Lancaster Choice Energy, the first community choice aggregator in Southern California Edison territory and the first stand-alone CCA in the State of California; and

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

WHEREAS, the Authority changed its name to the “California Clean Energy Authority” via its adoption of the First Amendment to the JPA Agreement on March 28, 2017; and

WHEREAS, the City is a founding member of the JPA and has entered into an Administrative Services Agreement with the Authority for Community Choice Aggregation services.

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

Section 1. This City Council hereby authorizes the Authority to negotiate from time to time the Authority’s entry into purchase contracts on behalf of the City for the purchase of energy and renewable energy, and related products, and for which contracts the City shall be solely responsible for payment of through Security Agreement (each, an “Energy Contract”), which Energy Contract shall be substantially similar to the form attached to the Services Agreement as Exhibit “A”; provided that the term of any such Energy Contract shall not exceed five (5) years. The Authority shall provide the proposed Energy Contract to the City Manager, or his/her authorized designee, who is hereby authorized and directed to review the proposed Energy Contract and , in the exercise of his/her reasonable discretion, provide the Authority with his/her written approval thereof. The Authority shall have, and the City Manager may not withhold, the authority to grant a seller under the Energy Contract a first priority security interest in the collateral (*i.e.* the lock box account) secured by the Security Agreements.

Section 2. Upon receipt of the written approval from the City Manager of an Energy Contract as set forth in Section 1 above, which may be provided via email correspondence, the City Council authorizes the Authority to enter into an Energy Contract on behalf of and for the sole benefit of the City. The City Council further authorizes the Authority to enter into any ancillary agreements required in connection with an Energy Contract, subject to receipt of written approval from the City Manager of any such ancillary agreements as set forth in Section 1 above.

PASSED, APPROVED and ADOPTED this 8th day of August, 2017, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

APPROVED:

BRITT S. AVRIT, MMC
City Clerk
City of Lancaster

R. REX PARRIS
Mayor
City of Lancaster

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

CERTIFICATION OF RESOLUTION
CITY COUNCIL

I, _____, _____ City of Lancaster,
CA, do hereby certify that this is a true and correct copy of the original Resolution No. 17-40, for
which the original is on file in my office.

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

(seal)

SECURITY AGREEMENT

THIS SECURITY AGREEMENT (this "**Agreement**") dated as of February 10, 2015 is entered into between the City of Lancaster, California, a California municipal corporation and charter city, d/b/a Lancaster Choice Energy, as pledgor (the "**City**"), and Wilmington Trust, National Association, a national banking association, not in its individual capacity, but solely as collateral agent (in such capacity, together with its successors and assigns in such capacity, the "**Collateral Agent**"), for the benefit of the PPA Providers, as Secured Creditors.

RECITALS:

A. The City has on various dates and may in the future enter into a Power Purchase Agreement with a PPA Provider to purchase the Product.

B. The City shall sell the Product it purchases from PPA Providers to the City's customers at rates established by the City from time to time.

C. The City generates accounts receivable owing to the City by the City's customers for such Product.

D. The City's customers are billed and instructed to remit to SCE sums they owe for the Product provided by the City.

E. The City has on this date directed SCE to remit all present and future collections on accounts receivable now or hereafter billed by SCE on behalf of the City to Collateral Agent, for remittance to a Lockbox Account maintained by Collateral Agent, which direction is irrevocable unless both Collateral Agent and the City direct SCE otherwise.

F. The City desires herein to pledge to Collateral Agent, for the benefit of the PPA Providers as Secured Creditors, a security interest in and to (i) the above-described accounts receivable of the City owed by the City's utility customers and (ii) the Lockbox Account, which is maintained at a Depository Bank.

G. The PPA Providers have entered into an Intercreditor and Collateral Agency Agreement wherein they appointed AA as Collateral Agent, to act on their behalf regarding the administration, collection and allocation of the proceeds of the Collateral.

H. The City and Collateral Agent desire to enter into this Agreement to evidence the pledge of the Collateral and to set forth their agreements regarding the Collateral and the application of the Collateral to the Obligations.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties hereto hereby agree as follows:

Section 1. Definitions, Etc.

1.01 Defined Terms. The following terms shall have the meanings assigned to them in this Section 1.01 or in the provisions of this Agreement referred to below:

“Bankruptcy Code” means the Bankruptcy Reform Act of 1978, as codified under Title 11 of the United States Code, and the Bankruptcy Rules promulgated thereunder, as the same may be in effect from time to time.

“Business Day” means any day other than a Saturday, a Sunday or a day on which commercial banks in the State of California or the State of Delaware are required or authorized to close.

“Collateral” means the following, whether now existing or hereafter arising: (a) the Receivables; (b) the Deposit Accounts; (c) all cash, cash equivalents, Securities, Investment Property, Security Entitlements, checks, money orders and other items of value now or hereafter paid, deposited, credited or held (whether for collection, provisionally or otherwise) in or with respect to any Deposit Account or otherwise in the possession or under the control of, or in transit to, the Collateral Agent or the Depository Bank for credit or with respect to any Deposit Account; and (d) all Proceeds of any or all of the foregoing.

“Control” has the meaning given to such term in Section 9-104 of the UCC.

“Control Agreement” means one or more agreements entered into among the City and Depository Bank which shall designate the Deposit Accounts as blocked accounts under the “control” of Collateral Agent, for the benefit of Secured Creditors, as provided in the UCC, as amended, supplemented, restated or replaced from time to time.

“Customer” means any customer of the City who purchases the Product from the City but is invoiced by SCE, and any other obligor(s) responsible for payment of a Receivable.

“Deposit Accounts” means the Lockbox Account, together with any other Deposit Account or Securities Account (as such terms are defined in the UCC) from time to time pledged by the City to Collateral Agent to secure the Obligations.

“Depository Bank” shall mean Wilmington Trust, National Association, a national banking association, in its capacity as depository bank, and its successors and assigns, at which the Deposit Accounts are maintained in the name of Collateral Agent for the benefit of Secured Creditors.

“Direction Letter” means that certain letter, a copy of which has been or will be delivered to the Collateral Agent, from the City to SCE dated on or about the date of this Agreement pursuant to which the City has directed SCE to remit all of the Proceeds on the Receivables collected by SCE from Customers to the Collateral Agent for application to the Obligations, unless and until both the City and Collateral Agent jointly instruct SCE to terminate or change such direction.

“Distribution Date” means the twenty-third (23rd) day of each month.

“Distribution Date Certificate” means a certificate prepared and submitted by the City in accordance with Section 6.03.

“Event of Default” has the meaning set forth in the applicable Power Purchase Agreement.

“Intercreditor Agreement” means the Intercreditor and Collateral Agency Agreement, dated as of even date herewith, among Collateral Agent and Secured Creditors, as amended, supplemented, restated or replaced from time to time.

“Lockbox Account” shall mean deposit account no. 111211-000 maintained in the name of Collateral Agent for the benefit of Secured Creditors at Depository Bank, and any replacement account.

“Notice of Default” means a letter from the City to Collateral Agent in the form attached hereto as Exhibit B providing notice that an Event of Default has occurred under a Power Purchase Agreement with respect to PPA Provider and such Event of Default was not remedied by such PPA Provider within the applicable cure period, if any.

“Obligations” means the obligations of the City under a Power Purchase Agreement with such PPA Provider, in each case whether now existing or hereafter arising, absolute or contingent, due or to become due, matured or unmatured, liquidated or unliquidated.

“On-Bill Repayments” all payments made by Customers into the Primary Blocked Account that are related to on-bill repayment of financing for energy efficiency or on-site solar photovoltaic projects.

“On-Bill Repayment Account” means a deposit account in the name of LCE for the purpose of receiving all On-Bill Repayments made by Customers.

“Permitted Investments” means any of the following investments:

- (i) Marketable securities issued by the U.S. Government and supported by the full faith and credit of the U.S. Treasury, either by statute or an opinion of the Attorney General of the United States;
- (ii) Marketable debt securities, rated Aaa by Moody’s and/ or AAA by S&P, issued by U. S. Government-sponsored enterprises, U. S. Federal agencies, U. S. Federal financing banks, and international institutions whose capital stock has been subscribed for by the United States;
- (iii) Certificates of Deposit, Time Deposits, and Bankers Acceptances of any bank or trust company incorporated under the laws of the United States or any state, provided that, at the date of acquisition, such investment, and/or the commercial paper or other short term

debt obligation of such bank or trust company has a short-term credit rating or ratings from Moody's and/or S&P, each at least P-1 or A-1;

- (iv) Commercial paper of any corporation incorporated under the laws of the United States or any state thereof which on the date of acquisition is rated by Moody's and/or S&P, provided each such credit rating is least P-1 and/or A-1;
- (v) Money market mutual funds that are registered with the Securities and Exchange Commission under the Investment Company Act of 1940, as amended, and operated in accordance with Rule 2a-7 and that at the time of such investment are rated Aaa by Moody's and/or AAaM by S&P, including such funds for which the Trustee or an affiliate provides investment advice or other services;
- (vi) Tax-exempt variable rate commercial paper, tax-exempt adjustable rate option tender bonds, and other tax-exempt bonds or notes issued by municipalities in the United States, having a short-term rating of "MIG-1" or "VMIG-1" or a long term rating of "AA" (Moody's), or a short-term rating of "A-1" or a long term rating of "AA" (S&P);
- (vii) Repurchase obligations with a term of not more than thirty days, 102 percent collateralized, for underlying securities of the types described in clauses (i) and (ii) above, entered into with any bank or trust company meeting the requirements specified in clause (iii) above; and
- (viii) Investment agreements, including guaranteed investment contracts, with an entity whose claims-paying ability or senior long-term unsecured debt obligations are rated "AA-" or higher by S&P or are guaranteed by an entity whose claims-paying ability or senior long-term unsecured debt obligations are rated "AA-" or higher by S&P.
- (ix) Maturities on the above securities shall not exceed 365 days and all rating requirements and/or percentage restrictions are based on the time of purchase.

Person means an individual, partnership, corporation, limited liability company, association, trust, unincorporated organization, or a government or agency or political subdivision thereof.

Power Purchase Agreement means each power purchase agreement pursuant to which a PPA Provider sells the Product to the City, which the City sells to Customers, as amended, supplemented, restated or replaced from time to time.

PPA Provider means each seller of Power under a Power Purchase Agreement that is a party to the Intercreditor Agreement, and its respective successors and assigns.

Product means one or more of the following: energy, renewable energy attributes, capacity attributes or resource adequacy benefits.

Receivable means an Account evidencing the City's rights to payment for Power, billed in an invoice sent to a Customer by SCE, together with all late fees and

other fees which SCE and the City agree are to be charged in such invoice to the Customer by SCE on behalf of the City.

“**Regular Charges**” has the meaning given to such term in Section 6.02(iv).

“**Renewable Facility**” means each renewable energy power plant owned or operated by a PPA Provider generating power that is sold to the City.

“**SCE**” means Southern California Edison.

“**Secured Creditors**” means each PPA Provider party to the Intercreditor Agreement, and its respective successors and assigns.

“**Sharing Percentage**” means, as of any date, with respect to each PPA Provider, the percentage equivalent of a fraction, (y) the numerator of which is the outstanding amount of the Obligations of such PPA Provider at such time, and (z) the denominator of which is the sum of the outstanding amount of the Obligations of all PPA Providers at such time.

“**Supplemental Payment**” means, as of any date of determination, with respect to each Power Purchase Agreement, all Obligation owing by the City to the PPA Provider party thereto, excluding, however, Obligations owed to such PPA Provider for the sale of the Product (y) calculated at a non-default rate and/or (z) calculated without giving effect to the occurrence of a Termination Event thereunder. Supplement Payments include all out-of-pocket losses such as indemnity claims arising under such Power Purchase Agreement to the extent such losses were incurred by such PPA Provider, all late payment charges due under such Power Purchase Agreement, and all Obligations arising upon a default or Termination Event under such Power Purchase Agreement such as early termination fees.

“**Termination Event**” means, with respect to any Power Purchase Agreement, the termination and/or acceleration thereof in accordance with the terms of such Power Purchase Agreement.

“**UCC**” means the Uniform Commercial Code in effect in the State of California from time to time.

1.02 Certain Uniform Commercial Code Terms. As used herein, the terms “**Account**”, “**Investment Property**”, and “**Proceeds**” have the respective meanings set forth in Article 9 of the UCC. The terms “**Security**” and “**Security Entitlements**” have the respective meanings set forth in Article 8 of the UCC.

1.03 Other Interpretive Provisions. References to “Sections” shall be to Sections of this Agreement unless otherwise specifically provided. For purposes hereof, “including” is not limiting and “or” is not exclusive. All capitalized terms defined in the UCC and not otherwise defined herein or in the Security Agreement shall have the respective meanings provided for by the UCC. Any of the terms defined in this Agreement may, unless the context otherwise requires, be used in the singular or the plural depending on the reference. All

references to statutes and related regulations shall include any amendments of same and any successor statutes and regulations. References to any instrument, agreement or document shall include such instrument, agreement or document as supplemented, modified, amended or restated from time to time to the extent permitted by this Agreement. References to any Person include the successors and permitted assigns of such Person. References to any statute or act shall include all related current regulations and all amendments and any successor statutes, acts and regulations. References to any statute or act, without additional reference, shall be deemed to refer to federal statutes and acts of the United States. References to any agreement, instrument or document shall include all schedules, exhibits, annexes and other attachments thereto.

Section 2. Grant of Security Interest.

As collateral security for the payment and performance in full of the Obligations when due, whether at stated maturity, by acceleration or otherwise, the City hereby assigns, pledges and grants to Collateral Agent, for the benefit of the Secured Creditors, a security interest in and continuing lien on all of the City's right, title and interest in and to the Collateral. The collateral assignment evidenced by this Agreement is a continuing one and is irrevocable by the City so long as any of the Obligations are outstanding.

Section 3. Representations and Warranties.

The City represents and warrants to Collateral Agent that:

3.01 Title. It is the sole beneficial owner of the Collateral and such Collateral is free and clear of all Liens, except Liens in favor of Collateral Agent.

3.02 Names, Etc. As of the date hereof, the full and correct legal name, type of organization, jurisdiction of organization, mailing address, and principal place of business of the City is as follows: City of Lancaster, a California municipal corporation and charter city, d/b/a Lancaster Choice Energy, 44933 Fern Ave., Lancaster, California 93534.

3.03 Changes in Circumstances. The City has not: (a) within the period of four (4) months prior to the date hereof, changed its location (as defined in Article 9 of the UCC); (b) within the period of five (5) years prior to the date hereof, changed its name; or (c) within the period of four (4) months prior to the date hereof, become a "new debtor" (as defined in Article 9 of the UCC) with respect to a currently effective security agreement previously entered into with any other Person.

3.04 Security Interests. The Liens granted by this Agreement have attached and constitute a perfected first priority security interest in the Collateral. The City has the unencumbered right to grant Liens in the Collateral to Collateral Agent, and all consents, if any, required to be obtained by the City have been obtained.

Section 4. Covenants.

The City hereby stipulates and agrees with the Collateral Agent as follows:

4.01 Perfection by Control. The City shall not be permitted to withdraw funds from the Deposit Accounts until the Obligations have been satisfied and this Agreement has been terminated. Collateral Agent shall have the exclusive authority to withdraw, or direct the withdrawal of, funds from the Deposit Accounts. The Control Agreement for each Deposit Account shall give the Collateral Agent the sole power to direct Depositary Bank regarding the Deposit Account, and thus Collateral Agent shall Control the Deposit Accounts within the meaning of the UCC. Collateral Agent shall make distributions from the Deposit Accounts only in accordance with Section 6 of this Agreement.

4.02 Further Assurances. Upon the request of Collateral Agent, the City shall promptly from time to time give, execute, deliver, file, record, authorize or obtain all such financing statements, continuation statements, notices, documents, agreements or other papers as may be necessary in the judgment of Collateral Agent to create, preserve, perfect, maintain the perfection of or validate the security interest granted pursuant hereto or to enable Collateral Agent to exercise and enforce its rights hereunder with respect to such security interest, and without limiting the foregoing, shall:

(a) take such other action as Collateral Agent may reasonably deem necessary or appropriate to duly record or otherwise perfect the security interest created hereunder in the Collateral;

(b) promptly from time to time enter into such Control Agreements, each in form and substance reasonably acceptable to Collateral Agent, as may be required to perfect the security interest created hereby;

(c) keep full and accurate books and records relating to the Collateral, and stamp or otherwise mark such books and records in such manner as Collateral Agent may reasonably require in order to reflect the security interests granted by this Agreement; and

(d) permit representatives of Collateral Agent, upon reasonable notice, at any time during normal business hours to inspect and make abstracts from its books and records pertaining to the Collateral, and to be present at the City's places of business to receive copies of communications and remittances relating to the Collateral, and forward copies of any notices or communications received by the City with respect to the Collateral, all in such manner as Collateral Agent may reasonably require.

4.03 No Other Liens. The City shall not (a) file or suffer to be on file, or authorize or permit to be filed or to be on file, in any jurisdiction, any financing statement or like instrument with respect to any of the Collateral in which the Collateral Agent is not named as the sole secured party, or (b) cause or permit any Person other than the Collateral Agent to have "control" (as defined in Article 9 of the UCC) of any Deposit Account constituting part of the Collateral.

4.04 Locations; Names, Etc. Without at least thirty (30) days' prior written notice to the Collateral Agent, the City shall not: (a) change its location (as defined in Article 9 of the UCC), (b) change its name from the name shown as its current legal name in Section 3 of this Agreement, or (c) agree to or authorize any modification of the terms of any item of the Collateral if the effect thereof would be to result in a loss of perfection of, or diminution of priority for, the security interests created hereunder in such item of Collateral, or the loss of control (within the meaning of Article 9 of the UCC) by Collateral Agent over such item of Collateral.

4.05 Perfection and Recordation. The City authorizes Collateral Agent to file Uniform Commercial Code financing statements describing the Collateral (provided that no such description shall be deemed to modify the description of Collateral set forth in Section 2). The Collateral Agent, in accordance with Section 4.02 hereof, hereby requests and instructs the City to prepare and file such Uniform Commercial Code financing and continuation statements describing the Collateral as may be necessary to perfect and continue the security interest granted herein.

Section 5. Remittance of Collections to Collateral Agent.

5.01 Irrevocable Direction. The City has, pursuant to the Direction Letter, irrevocably instructed SCE to remit to Collateral Agent all payments due or to become due in respect of the Receivables unless and until both Collateral Agent and the City direct otherwise in writing. The parties agree that if any such payments, or any other Proceeds of Collateral, are received by the City, they shall be held in trust by the City for the benefit of the Collateral Agent, and the City shall as promptly as possible remit or deliver same to Collateral Agent for application as provided herein. Collateral Agent thus has the right to all collections on the Collateral remitted to it by SCE until the Obligations are paid in full.

5.02 Application of Proceeds. The Proceeds of any collection or realization of all or any part of the Collateral shall be applied by Collateral Agent as provided for in Section 6 below. Collateral Agent waives all rights under the UCC to enforce rights in the Collateral by means of a sale or other foreclosure action; the Collateral shall be collected by Collateral Agent from SCE pursuant to the Direction Letter.

5.03 Deficiency. If the Proceeds of the collection of the Collateral are insufficient to pay in full the Obligations, the City remains liable to Collateral Agent and Secured Creditors for any deficiency.

5.04 Attorney-in-Fact. Collateral Agent is hereby appointed the attorney-in-fact of the City to receive, endorse and collect all checks made payable to the order of the City representing any payment or other distribution in respect of the Collateral.

Section 6. Establishment of and Distributions From Deposit Accounts.

6.01 Establishment of Deposit Accounts. The City shall establish the Lockbox Account in the City's name at Depository Bank. Such account, and any other Deposit Account hereunder, shall be blocked accounts under the sole control of Collateral Agent, pursuant to a

Control Agreement. Collateral Agent shall accept all funds remitted to the Deposit Accounts under this Agreement, and credit such funds as provided for in Section 6.02 below.

6.02 Priority of Distributions of Collateral. Proceeds of Collateral shall be allocated in accordance with this Section 6.02. On each Distribution Date, Collateral Agent shall distribute all funds in the Lockbox Account or otherwise received on the Collateral in accordance with the following priority:

(i) *first*, to the City upon the Collateral Agent's receipt of a Notice of Default from the City for a PPA Provider, the amount of any Regular Charges (as defined below) that would otherwise be payable to such PPA Provider;

(ii) *second*, to the On-Bill Repayment Account for any On-Bill Repayments deposited into the Lockbox Account;

(iii) *third*, provided the Collateral Agent has not received a Notice of Default from the City with respect to such PPA Provider, to each PPA Provider in payment of current payments for the Product delivered and owing to such PPA Provider, and without giving effect to any Supplemental Payment owing to such PPA Provider, according to its Sharing Percentage; provided, however, that if a Power Purchase Agreement has been terminated by a PPA Provider and Obligations remain outstanding under such Power Purchase Agreement, the Obligations of such PPA Provider for purposes of this subsection (i) shall equal the monthly average of the charges billed under such Power Purchase Agreement for the sale of the Product during the historical rolling twelve (12) month period immediately prior to the date of termination of such Power Purchase Agreement (the Obligations payable under this subsection (iii) are the "**Regular Charges**");

(iv) *fourth*, to each PPA Provider in payment of any Supplemental Payment owing to it according to its Sharing Percentage (excluding any Regular Charges received by such PPA Provider under the preceding subsection (i));

(v) *fifth*, to the Collateral Agent (as such and in its individual capacity) in respect of its reasonable out-of-pocket fees and expenses incurred under this Agreement or the Intercreditor Agreement that have been invoiced to the City, including, without limitation, payment of expenses incurred by the Collateral Agent which indemnity shall include the reasonable out of pocket attorneys' fees of outside counsel to the Collateral Agent; and

(vi) *sixth*, the balance, if any, shall be returned to the City.

Collateral Agent shall rely, and shall be fully protected in relying, on a Distribution Date Certificate submitted to it by the City in making the above calculations, without any requirement that Collateral Agent verify the accuracy of such Distribution Date Certificate, subject to revision in the event of disputes resolved under Section 6.05.

6.03 Distribution Date Certificate. On or before three (3) Business Days before each Distribution Date, the City shall remit to Collateral Agent and each PPA Provider a

certificate in substantially the form of Exhibit A hereto (the “**Distribution Date Certificate**”) prepared by the City itemizing each of the payments to be remitted under Section 6.02 above. The PPA Providers may share such Distribution Date Certificates with their respective accountants, legal counsel and other advisors.

6.04 Disputes. If a PPA Provider advises the City and Collateral Agent in writing that the calculations by the City in any Distribution Date Certificate is in its opinion materially incorrect, then the City and such PPA Provider shall attempt to resolve the discrepancy in good faith. If the parties are able to reach an agreement with respect to such discrepancy in advance of the relevant Distribution Date, the City shall remit to Collateral Agent and each PPA Provider a revised Distribution Date Certificate reflecting the agreed upon amounts, and the Collateral Agent shall (to the extent it receives the revised Distribution Date Certificate sufficiently in advance of the scheduled distribution) disburse funds in accordance with such revised Distribution Date Certificate on the applicable Distribution Date. If the parties are unable to agree, they shall resolve such dispute in accordance with the dispute resolution provision of the PPA between such PPA Provider and the City. In the interim, the Distribution Date Certificate originally submitted by the City shall be relied upon by Collateral Agent for purposes of making distributions from the Lockbox Account or any other Deposit Account of all undisputed amounts in accordance with Section 6.02, and the Collateral Agent shall make no distribution in respect of any disputed amount until such time as it has received a revised Distribution Date Certificate.

6.05 Earnings on Deposit Accounts. The City shall establish the Deposit Accounts as a non-interest bearing account, provided that the City may invest the Collateral in Permitted Investments. In furtherance of the foregoing and upon receipt of written instruction from the City, the Collateral Agent may invest and reinvest such funds in one or more Permitted Investments designated by the City in such written instructions. City acknowledges that interests in Permitted Investments are not obligations of Wilmington Trust, National Association, are not deposits and are not insured by the FDIC. Collateral Agent or its affiliate may be compensated by the mutual fund for services rendered in its capacity as investment advisor, or other service provider, such as provider of shareholder servicing and distribution services, and such compensation is both described in detail in the prospectus for the fund, and is in addition to the compensation, if any, paid to Wilmington Trust, National Association, in its capacity as Collateral Agent. Collateral Agent (as such and in its individual capacity) shall not be responsible for any loss of any funds invested in accordance with this Section. It is expressly understood that in the absence of written instruction from the City regarding the investment of funds in Permitted Investments, such funds will remain uninvested.

Section 7. Miscellaneous.

7.01 Notices. Except as otherwise expressly provided herein, all notices, consents and waivers and other communications made or required to be given pursuant to this Agreement shall be in writing and shall be delivered by hand, mailed by registered or certified mail or prepaid overnight air courier, or by facsimile communications, addressed as provided below their signatures to this Agreement or at such other address for notice as the City or Collateral Agent shall last have furnished in writing to the Person giving the notice. A notice addressed as provided herein that (i) is delivered by hand or overnight courier is effective upon

delivery, (ii) that is sent by facsimile communication is effective if made by confirmed transmission at a telephone number designated as provided herein for such purpose, and (iii) that is sent by registered or certified mail is effective on the earlier of acknowledgement of receipt as shown on the return receipt or three (3) Business Days after mailing.

7.02 No Waiver. No failure on the part of the Collateral Agent to exercise, and no course of dealing with respect to, and no delay in exercising, any right or power hereunder shall operate as a waiver thereof.

7.03 Amendments, Etc. The terms of this Agreement may be waived, altered or amended only by an instrument in writing duly executed by the City and Collateral Agent.

7.04 Expenses. The City agrees to reimburse Collateral Agent (as such and in its individual capacity) for all reasonable costs and expenses incurred by it (including the reasonable fees and expenses of legal counsel) in connection with (i) the performance by Collateral Agent of its duties under this Agreement, the Intercreditor Agreement or the Control Agreements, (x) protecting, defending or asserting rights and claims of the Collateral Agent in respect of the Collateral, (y) litigation relating to the Collateral, and (z) workout, restructuring or other negotiations or proceedings, and (ii) the enforcement of this Section 7.04, and all such reasonable costs and expenses shall be Obligations entitled to the benefits of the collateral security provided pursuant to Section 2.

7.05 Duty of Care; Earnings. Collateral Agent shall have no duty or obligation with respect to the Collateral except for its contractual obligations under this Agreement, the Intercreditor Agreement or a Control Agreement. The Collateral Agent shall have no duty or obligation as to the collection or protection of the Collateral or any income thereon, nor as to the preservation of rights against any Person, beyond the safe custody of any Collateral in the Collateral Agent's possession or control. Without limiting the generality of the foregoing, Collateral Agent shall have no duty (a) to see to any recording or filing of any financing statement evidencing a security interest in the Collateral, or to see to the maintenance of any such recording or filing, (b) to see to the payment or discharge of any tax, assessment or other governmental charge or any Lien or encumbrance of any kind owing with respect to, assessed or levied against any part of the Collateral, (c) to confirm or verify the contents of any reports or certificates delivered to Collateral Agent believed by it to be genuine and to have been signed or presented by the proper party or parties, or (d) to ascertain or inquire as to the performance of observance by any other Person of any representations, warranties or covenants. Collateral Agent may require an officer's certificate or an opinion of counsel before acting or refraining from acting, and Collateral Agent shall not be liable for any action it takes or omits to take in good faith in reliance on an officer's certificate or an opinion of counsel.

7.06 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the respective successors and permitted assigns of the City and the Collateral Agent (provided that the City shall not assign, transfer or delegate its rights or obligations hereunder without the prior written consent of Collateral Agent). This Agreement shall create a continuing security interest in the Collateral and shall remain in full force and effect until the payment in full of all Obligations, be binding upon the City, its successors and assigns, and

inure, together with the rights of Collateral Agent hereunder, to the benefit of the Collateral Agent and its successors, transferees and assigns.

7.07 Counterparts. This Agreement and any related amendment or waiver may be executed in several counterparts and by each party on a separate counterpart, each of which when so executed and delivered shall be an original, but all of which together shall constitute one instrument. In proving this Agreement it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom enforcement is sought. A facsimile of a signature page hereto or to any Joinder shall be as effective as an original signature.

7.08 GOVERNING LAW; JURISDICTION. THIS AGREEMENT SHALL BE GOVERNED BY, CONSTRUED IN ACCORDANCE WITH, AND ENFORCED UNDER, THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO THE PRINCIPLES OF CONFLICTS OF LAW OF SUCH STATE. EACH PARTY TO THIS AGREEMENT HEREBY IRREVOCABLY AGREES THAT THE ANY LEGAL ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR ANY OTHER TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY MAY BE BROUGHT IN THE COURTS OF THE STATE OF CALIFORNIA OR THE UNITED STATES OF AMERICA FOR THE SOUTHERN DISTRICT OF CALIFORNIA AND HEREBY EXPRESSLY SUBMITS TO THE PERSONAL JURISDICTION AND VENUE OF SUCH COURTS FOR THE PURPOSES THEREOF AND EXPRESSLY WAIVES ANY CLAIM OF IMPROPER VENUE AND ANY CLAIM THAT ANY SUCH COURT IS AN INCONVENIENT FORUM. EACH PARTY HEREBY IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS OF ANY OF THE AFOREMENTIONED COURTS IN ANY SUCH SUIT, ACTION OR PROCEEDING BY THE MAILING OF COPIES THEREOF BY REGISTERED OR CERTIFIED MAIL, POSTAGE PREPAID, TO ITS NOTICE ADDRESS APPLICABLE TO THIS AGREEMENT, SUCH SERVICE TO BECOME EFFECTIVE 10 DAYS AFTER SUCH MAILING.

7.09 WAIVER OF JURY TRIAL. EACH PARTY TO THIS AGREEMENT HEREBY WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS AGREEMENT, ANY RIGHTS OR OBLIGATIONS HEREUNDER, OR THE PERFORMANCE OF SUCH RIGHTS AND OBLIGATIONS.

7.10 Captions. The captions and section headings appearing herein are included solely for convenience of reference and are not intended to affect the interpretation of any provision of this Agreement.

7.11 Termination. Unless earlier terminated by the parties hereto, when all Obligations shall have been paid in full and the Power Purchase Agreements shall have all expired or been terminated, this Agreement shall terminate, and the Collateral Agent shall forthwith cause to be assigned, transferred and delivered to the City, without any recourse, warranty or representation (other than that no Liens exist in the Collateral arising by or through Collateral Agent), any remaining Collateral to the City. At the City's request, Collateral Agent shall, at the City's reasonable expense, instruct Depository Bank to release all assets credited to the Deposit Accounts to the City, and Collateral Agent shall also execute such other

documentation as shall be reasonably requested by the City to effect the termination and release of the Liens on the Collateral.

7.12 Severability. The provisions of this Agreement are intended to be severable. If for any reason any of the provisions of this Agreement shall be held invalid or unenforceable in whole or in part in any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability thereof in any other jurisdiction or the remaining provisions thereof in any jurisdiction.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as an instrument under seal by their authorized representatives as of the date first written above.

**City of Lancaster, California, d/b/a Lancaster
Choice Energy,
as Pledgor**

By: _____

Name:

Title:

Notice Address:

City of Lancaster
44933 Fern Ave
Lancaster, CA 93534
Attention: Barbara Boswell, Finance Director
Fax: 661-723-6035

**Wilmington Trust, National Association, not in
its individual capacity, but solely as Collateral
Agent**

By: _____

Name:

Title:

Notice Address:

Wilmington Trust, National Association
650 Town Center Drive, Suite 600
Costa Mesa, CA 92626
Reference: City of Lancaster CA
Fax: +1 714-384-4151

With a copy to:

Wilmington Trust, National Association
1100 North Market Street
Wilmington, Delaware 19890
Attention: Adam Vogelsong
Reference: City of Lancaster CA
Fax: +1 302-636-4140/4141

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as an instrument under seal by their authorized representatives as of the date first written above.


**City of Lancaster, California, d/b/a Lancaster
Choice Energy,
as Pledgor**

By: _____
Name:
Title:

Notice Address:

City of Lancaster
44933 Fern Ave
Lancaster, CA 93534
Attention: Barbara Boswell, Finance Director
Fax: 661-723-6035

**Wilmington Trust, National Association, not in
its individual capacity, but solely as Collateral
Agent**

By:  _____
Name: Adam R. Vogelsong
Title: Vice President

Notice Address:

Wilmington Trust, National Association
650 Town Center Drive, Suite 600
Costa Mesa, CA 92626
Reference: City of Lancaster CA
Fax: +1 714-384-4151

With a copy to:

Wilmington Trust, National Association
1100 North Market Street
Wilmington, Delaware 19890
Attention: Adam Vogelsong
Reference: City of Lancaster CA
Fax: +1 302-636-4140/4141

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as an instrument under seal by their authorized representatives as of the date first written above.

**City of Lancaster, California, d/b/a Lancaster
Choice Energy,**
as Pledgor

By: 

Name: **Mark V. Bozigian**
Title: **City Manager**

Notice Address:

City of Lancaster
44933 Fern Ave
Lancaster, CA 93534
Attention: Barbara Boswell, Finance Director
Fax: 661-723-6035

Wilmington Trust, National Association, not in
its individual capacity, but solely as Collateral
Agent

By: _____

Name:
Title:

Notice Address:

Wilmington Trust, National Association
650 Town Center Drive, Suite 600
Costa Mesa, CA 92626
Reference: City of Lancaster CA
Fax: +1 714-384-4151

With a copy to:

Wilmington Trust, National Association
1100 North Market Street
Wilmington, Delaware 19890
Attention: Adam Vogelsong
Reference: City of Lancaster CA
Fax: +1 302-636-4140/4141

Exhibit A

Form of Distribution Date Certificate

The undersigned, [INSERT NAME], the [INSERT NAME OF OFFICE HELD] of City of Lancaster, California, a California municipal corporation and charter city, d/b/a Lancaster Choice Energy (the "**City**"), _____, hereby certifies, on behalf of the City in such capacity and not in its individual capacity, with reference to that certain Security Agreement dated as of February 10, 2015 (capitalized terms used herein shall have the same meaning as set forth in the Security Agreement) between the City and Wilmington Trust, National Association as collateral agent ("**Collateral Agent**"), to Collateral Agent as follows:

This certificate is being delivered to Collateral Agent and Constellation on or before three (3) Business Days before the Distribution Date of [_____, 20__].

The funds that are on deposit in the Lockbox Account shall be disbursed on the Distribution Date as follows:

1. [To the City, the amount of any Regular Charges that would otherwise be payable to a PPA Provider for which the Collateral Agent has received a Notice of Default from the City in an aggregate amount equal to [_____ Dollars (\$_____)]; *[include if applicable]*
2. To the On-Bill Repayment Account, the amount of any On-Bill Repayments deposited into the Lockbox Account in an aggregate amount equal to [_____ Dollars (\$_____)];
3. [To [INSERT NAME OF APPLICABLE PPA PROVIDER], for payment of its Regular Charges, an aggregate amount equal to [_____ Dollars (\$_____)]; *[Include this paragraph for each PPA Provider; however, do not include for a PPA Provider if the Collateral Agent has received a Notice of Default from the City with respect to such PPA Provider.]*
4. [To [INSERT NAME OF APPLICABLE PPA PROVIDER], for payment of any Supplemental Payment owing to it according to its Sharing Percentage (excluding any Regular Charges received by it under the preceding paragraph)) in an aggregate amount equal to [_____ Dollars (\$_____)]; *[Include this paragraph for each PPA Provider]*
5. To Collateral Agent, in respect of Collateral Agent's reasonable out-of-pocket fees and expenses incurred under the Security Agreement or the Intercreditor Agreement that have been invoiced to the City, an aggregate amount equal to [_____ Dollars (\$_____)]; and

6. The remaining funds, if any, that are on deposit are to be disbursed to the City into the account designated by the City.

I hereby certify, on behalf of the City and not in my individual capacity, that this Distribution Date Certificate is true and complete.

**CITY OF LANCASTER, CALIFORNIA
d/b/a LANCASTER CHOICE ENERGY**

Name:
Title:
Date:

Exhibit B

Form of Notice of Default

Wilmington Trust, National Association, in its capacity as Collateral Agent
650 Town Center Drive, Suite 600
Costa Mesa, CA 92626
Reference: City of Lancaster CA

With a copy to:

Wilmington Trust, National Association
1100 North Market Street
Wilmington, Delaware 19890
Attention: Adam Vogelsong
Reference: City of Lancaster CA

[_____], 20[]

Reference is hereby made to the Security Agreement, dated as of February 10, 2015 (as amended or restated from time to time, the "Security Agreement") between the City of Lancaster, California, a California municipal corporation and charter city, d/b/a Lancaster Choice Energy, as pledgor (the "City"), and Wilmington Trust, National Association, a national banking association, not in its individual capacity, but solely as collateral agent (in such capacity, together with its successors and assigns in such capacity, the "Collateral Agent"), for the benefit of [INSERT NAME OF DEFAULTING PPA PROVIDER] (the "Defaulting PPA Provider") and the other PPA Providers, as Secured Creditors.

The City hereby gives the Collateral Agent notice that an Event of Default has occurred under the Power Purchase Agreement with the Defaulting PPA Provider and such Event of Default has not been remedied by the Defaulting PPA Provider within the applicable cure period.

This letter constitutes a "Notice of Default" referred to in the Security Agreement, including for purposes of Section 6.02 of the Security Agreement.

CITY OF LANCASTER, CALIFORNIA
d/b/a LANCASTER CHOICE ENERGY

Name:

Title:

Date:

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

dated as of May 10, 2017,

between

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

and

**CITY OF LANCASTER,
as Customer**

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

This ADMINISTRATIVE SERVICES AGREEMENT (CITY OF LANCASTER) (this “**Agreement**”), dated as of May 10, 2017 (the “**Effective Date**”), is between California Choice Energy Authority, a California joint powers authority (“**Provider**”), and City of LANCASTER, a municipal corporation organized and charter city (“**Customer**”). Provider and Customer are sometimes referred to in this Agreement individually as a “**Party**” and collectively as the “**Parties**”.

RECITALS

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

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

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

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

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

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

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

**ARTICLE 1
DEFINITIONS**

1.1 Definitions.

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

1.2 Construction.

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

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

ARTICLE 2 ENGAGEMENT OF CONTRACTOR

2.1 Engagement of Provider.

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

2.2 Relationship.

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

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

(b) In the unanticipated event that Provider or any employee, agent, or subcontractor of Provider providing Services hereunder claims, or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (“PERS”), to be eligible for enrollment in PERS as an employee of the Customer, Provider shall indemnify, defend, and hold harmless Customer for the payment of any employee and/or employer contributions for PERS benefits on behalf of Provider or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of Customer.

(c) Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Provider and any of its employees, agents, and subcontractors providing Services hereunder shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by Customer, including but not limited to eligibility to enroll in PERS as an employee of Customer and entitlement to any contribution to be paid by Customer for employer contribution and/or employee contributions for PERS benefits.

2.3 Engagement of Third Parties.

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

ARTICLE 3 TERM AND RENEWAL

3.1 Term.

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

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

written notice, a "**Termination Notice**"). Following receipt by such other Party of a Termination Notice, this Agreement shall terminate as set forth in Section 8.4.

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

ARTICLE 4 DUTIES OF PROVIDER

4.1 Services.

During the Term, Provider shall perform the administration, energy procurement, contract negotiation, contract administration, resource planning services and other services identified in the Scope of Work set forth in Exhibit B hereto or as otherwise agreed to by the Parties pursuant to the terms hereof (the "**Services**"). The Services shall be comprised of those services identified in the Scope of Work Exhibit as "Fixed Fee Services" (collectively, the "**Fixed Fee Services**") and those services to be performed on behalf of Customer and identified in the Scope of Work Exhibit as "Reimbursable Services" (collectively, the "**Reimbursable Services**").

4.2 General Operating Standards.

Provider shall perform the Services in a good, workmanlike, and commercially reasonable manner in accordance with the requirements of this Agreement and Applicable Laws. Provider shall use commercially reasonable efforts to cause the Services to be planned and performed in a timely and cost-effective manner. Provider shall reasonably cooperate with Customer with respect to the requirements relating to applicable provisions of the Authorization Documents that relate to the tasks to be completed by Customer on or before the date requested by Customer.

4.3 Personnel.

Provider's administration personnel as a group, including any Persons engaged by Provider pursuant to Section 2.3, shall be qualified in administering services related to community choice aggregation programs, possess any certification(s) or license(s) necessary or required by law to perform the service, and experienced in the duties to which they are assigned.

ARTICLE 5 FEES AND COST REIMBURSEMENT

5.1 Fixed Fees.

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

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

(i) No later than July 1, 2019, Provider shall have a one-time right to adjust (by increasing or decreasing) the Fixed Fee amount set forth in Exhibit “C” to reflect actual costs incurred or expected to be incurred in providing the Fixed Fee Services. Provider’s one-time adjustment of the Fixed Fee as described in this subparagraph shall be preceded by written notice to Customer, and said notice shall provide an explanation and support for the adjustment;

(ii) Commencing on July 1, 2019, and every July 1 thereafter during the Term of this Agreement, to reflect reasonable cost increases actually incurred by Provider in performing this Agreement, the Fixed Fee shall be increased in an amount equal to the change in the Consumer Price Index (CPI-U) for the Los Angeles – Riverside – Orange County region as published by the Federal Bureau of Labor Statistics as measured from May to May of each year, provided that no such increase shall be more than three percent (3%) of the Fixed Fee applicable for the immediately preceding fiscal year; and

(iii) Within ninety (90) days after the commencement or termination of deliveries of electricity under an Energy Contract associated with a change in membership of Provider, Provider shall recalculate the Fixed Fee in accordance with Section 5.1(a), and the recalculated Fixed Fee shall be applied and payable on a prospective basis.

5.2 Reimbursable Expenses.

(a) During the Term, Customer shall reimburse Provider for the expenses actually incurred by Provider in connection with the performance of the Reimbursable Services (the “**Reimbursable Expenses**”).

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

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

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

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

5.3 Invoicing and Payment Procedures.

(a) The Fixed Fee and the Reimbursable Expenses shall be payable for each month on the twenty-fifth (25th) each calendar month during the Term (each such date, a “**Payment Date**”) and shall be prorated for any partial monthly period at the beginning and end of the Term, with such prorations based on a thirty (30) day calendar month. Invoiced amounts will be paid by wire transfer of immediately available funds to Provider at an account designated in writing by Provider.

(b) Provider shall submit invoices to Customer at least ten (10) days prior to the relevant Payment Date for the Fixed Fee and Reimbursable Expenses that are due and payable on such Payment Date. Invoices by Provider shall be sent to Customer at the address(es) set out in Exhibit C.

(c) Once Customer has maintained a positive cash flow for three (3) consecutive months, Provider may submit invoices to Customer and to the collateral agent for payment from the lockbox account established pursuant to the Security Documents not less than ten (10) days prior to the relevant Payment Date for the Fixed Fee and Reimbursable Expenses that are due and payable on such Payment Date.

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

5.4 **Records and Audits.**

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

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

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

5.5 **Past Due Amounts.**

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

ARTICLE 6 REPRESENTATIONS AND WARRANTIES; COVENANTS

6.1 General Representations and Warranties.

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

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

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

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

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

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

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

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

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

6.2 Additional Customer Representations and Warranties.

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

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

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

6.3 Customer Covenants. Customer covenants and agrees as follows:

(a) Authorizing Documents. Customer shall maintain the Authorization Documents in full force and effect throughout the Term and shall immediately inform Provider of any change to the identity of the Authorized Officer hereunder or to the Authorization Documents that may affect the ability of Provider to perform its obligations hereunder.

(b) Collateral Agent's Determinations. In performing the Services hereunder, Provider may rely upon the authorizations and instructions received from the Authorized Officer (if such authorization is required pursuant to the Customer Authorization Procedures) and may rely on the accuracy of the Customer Approval Procedures. Provider shall have no liability to Customer for

actions taken in reliance on authorizations or instructions received by the Authorized Officer or in compliance with the Customer Approval Procedures. Until such time as Customer instructs Provider in writing that an individual is no longer an “Authorized Officer” hereunder, Provider shall have no duty to inquire as to the authority of such Authorized Officer to provide the authorizations or instructions in connection with the Services. In the event that Provider is at any time unsure as to the identity of the Authorized Officer hereunder, Provider may request written instructions from Customer as to the course of action to be adopted by Provider and Provider shall be entitled to conclusively rely upon such written instructions without liability to Customer or any other Person.

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

(d) **Customer Rates.** Customer shall establish and maintain end-user customer rates designed to generate revenues sufficient to satisfy the overall revenue requirement for Customer, including timely payment of all Customer’s obligations under this Agreement, all Energy Contracts and the Security Documents.

6.4 Response Time.

(a) **Customer Response Time.**

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

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

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

(b) **Provider Response Time.**

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

**ARTICLE 7
INDEMNIFICATION**

7.1 Indemnification by Provider.

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

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

7.2 Indemnification by Customer.

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

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

7.3 Indemnification Procedure.

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

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

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

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

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

7.4 Limitations of Liability.

(a) Total Limitation of Liability. Except for amounts payable as provided in Section 7.1 (Indemnification) and Section 2.2(b), Provider's total liability under this Agreement to Customer Indemnified Parties on all Claims of any kind, whether based on contract, indemnity, warranty, tort (including negligence), strict liability or otherwise, for all losses or damages arising out of, connected with, or resulting from this Agreement or from the performance or breach thereof, or from any services covered by or furnished during the Term of this Agreement shall with respect to any fiscal year in no case exceed one hundred percent (100%) of the value of the Fixed Fee payable in such fiscal year. Similarly, except for amounts payable as provided in Section 7.2 (Indemnification), Customer's total liability under this Agreement to Provider Indemnified Parties on all Claims of any kind, whether based on contract, indemnity, warranty, tort (including negligence), strict liability or otherwise, for all losses or damages arising out of, connected with, or resulting from this Agreement or from the performance or breach thereof, or from any services covered by or furnished during the Term

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

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

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

7.5 Survival.

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

ARTICLE 8 TERMINATION

8.1 Termination by Customer.

(a) Termination for Cause.

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

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

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

(3) Provider fails to comply (other than for Force Majeure reasons) in any material respect with any term, provision or covenant of this Agreement,

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

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

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

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

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

8.2 Termination by Provider.

(a) Termination for Cause.

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

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

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

(3) Customer fails to establish or maintain end-user customer rates in compliance with Section 6.3(d), as reasonably determined by Provider, and

fails to establish such rates within sixty (60) days after written notice thereof has been given to Customer; provided, however, that if Customer has sent notice of a rate increase and is awaiting council action, then Customer shall have a commercially reasonable additional period of time to cure such default not to exceed an additional one hundred eighty (180) days.

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

(5) Customer fails to comply (other than for Force Majeure reasons) in any other material respect with any term, provision or covenant of this Agreement, other than the payment of sums to be paid hereunder, or as otherwise provided above, and such failure continues for sixty (60) days after written notice thereof has been given to Customer; provided, however, that if such failure cannot reasonably be cured within said sixty (60) day period and Customer has diligently commenced the cure of such failure within said period, then Customer shall have a commercially reasonable additional period of time to cure such default not to exceed an additional ninety (90) days.

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

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

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

8.3 Cooperation Upon Termination.

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

8.4 Effect of Termination; No Prejudice.

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

(b) **No Prejudice.** Termination of this Agreement shall not affect any rights or obligations as between the Parties that may have accrued prior to such termination or that expressly or by implication are intended to survive termination whether resulting from the event giving rise to termination or otherwise. In addition, except as expressly provided for herein, termination of this Agreement for any reason shall be without prejudice to Provider's right to receive a proportional amount of the Fixed Fees or payment of any outstanding Reimbursable Expenses as of the date of termination. Except as otherwise set forth in this Agreement, remedies are cumulative and the exercise of, or failure to exercise, one or more remedies by a Party shall not limit or preclude the exercise of, or constitute a waiver of, other remedies provided for under this Agreement by such Party. For breach of any provision of this Agreement for which an express remedy or measure of damages is herein **provided**, (i) such express remedy or measure of damages shall be the sole and exclusive remedy hereunder, (ii) the liability of the Party that has committed such breach shall be limited as set forth in such provision and (iii) the Parties hereby waive all other remedies or damages at law or in equity with respect to such breach. If no remedy or measure of damages is expressly provided herein with respect to a breach of any provision of this Agreement, the liability of the Party that has committed such breach shall be limited to direct actual damages only; provided that this limitation shall not apply to (A) Provider's obligation with respect to indemnifying and holding harmless each Customer Indemnified Party to the extent of any amount owed to a third party other than a Customer Indemnified Party, if any, or (B) Customer's obligation with respect to indemnifying and holding harmless each Provider Indemnified Party to the extent of any amount owed to a third party other than an Provider Indemnified Party.

ARTICLE 9 FORCE MAJEURE

9.1 Force Majeure.

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

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

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

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

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

ARTICLE 10 NOTICES

10.1 Notices.

(a) All notices and other communications required or permitted by this Agreement or by Applicable Law to be served upon or given to a Party by any other Party shall be deemed duly served, given and received (i) on the date of service if served personally or if sent by facsimile transmission or electronic mail during Regular Work Hours (each with appropriate confirmation of receipt) to the Party to whom notice is to be given, or (ii) on the fourth (4th) day after mailing, if mailed by first class registered or certified mail, postage prepaid or (iii) on the next day if sent by a nationally recognized courier for next day service and so addressed and if there is evidence of acceptance by receipt addressed to the address(es) set forth in Exhibit C.

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

ARTICLE 11 CONFIDENTIALITY

11.1 General Confidential Information.

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

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

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

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

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

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

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

(v) is required to be disclosed pursuant to Applicable Law, regulation, subpoena, court order or other legal process or professional requirements, or in connection with the enforcement of the receiving Party's rights under this Agreement.

Prior to any such disclosure, the disclosing Party shall, to the maximum extent possible, provide reasonable notice to the other Party, with adequate time (to be judged based upon the facts and circumstances surrounding the disclosure) for the non-disclosing party to seek court intervention if it should so elect in its sole and absolute discretion.

(d) For purposes of this Agreement, “**Confidential Information**” shall mean all end-user customer specific information, including energy consumption, and market sensitive data, including non-public wholesale energy pricing disclosed in connection with negotiation or procurement of energy or related products under Energy Contracts in connection with the Services whether or not such information was owned or developed by the disclosing Party, which the receiving Party may obtain knowledge of, through or as a result of the relationship established hereunder with the disclosing Party.

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

11.2 Limited Disclosure of Confidential Information.

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

ARTICLE 12 DISPUTE RESOLUTION

12.1 Negotiations.

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

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

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

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

12.2 Continued Prosecution of the Work.

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

ARTICLE 13 MISCELLANEOUS

13.1 Execution.

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

13.2 Governing Law; Venue and Jurisdiction.

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

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

13.3 Jury Waiver and Judicial Reference.

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

(B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

(b) IN THE EVENT ANY LEGAL PROCEEDING IS FILED IN A COURT OF THE STATE OF CALIFORNIA (THE "COURT") BY OR AGAINST ANY PARTY HERETO IN CONNECTION WITH ANY CONTROVERSY, DISPUTE OR CLAIM DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY) (EACH, A "DISPUTE") AND THE WAIVER SET FORTH IN THE PRECEDING PARAGRAPH IS NOT ENFORCEABLE IN SUCH ACTION OR PROCEEDING, THE PARTIES HERETO AGREE AS FOLLOWS:

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

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

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

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

(g) THE REFEREE MAY REQUIRE ONE OR MORE PREHEARING CONFERENCES. THE PARTIES HERETO SHALL BE ENTITLED TO DISCOVERY, AND THE

REFEREE SHALL OVERSEE DISCOVERY IN ACCORDANCE WITH THE RULES OF DISCOVERY, AND MAY ENFORCE ALL DISCOVERY ORDERS IN THE SAME MANNER AS ANY TRIAL COURT JUDGE IN PROCEEDINGS AT LAW IN THE STATE OF CALIFORNIA. THE REFEREE SHALL APPLY THE RULES OF EVIDENCE APPLICABLE TO PROCEEDINGS AT LAW IN THE STATE OF CALIFORNIA AND SHALL DETERMINE ALL ISSUES IN ACCORDANCE WITH APPLICABLE STATE AND FEDERAL LAW. THE REFEREE SHALL BE EMPOWERED TO ENTER EQUITABLE AS WELL AS LEGAL RELIEF AND RULE ON ANY MOTION WHICH WOULD BE AUTHORIZED IN A TRIAL, INCLUDING, WITHOUT LIMITATION, MOTIONS FOR DEFAULT JUDGMENT OR SUMMARY JUDGMENT. THE REFEREE SHALL REPORT HIS OR HER DECISION, WHICH REPORT SHALL ALSO INCLUDE FINDINGS OF FACT AND CONCLUSIONS OF LAW.

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

13.4 Amendments, Supplements, Etc.

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

13.5 Headings.

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

13.6 Assignment.

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

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

13.7 Successors and Assigns.

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

13.8 Other Customers.

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

13.9 Waiver.

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

13.10 Severability.

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

13.11 Construction.

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

13.12 Entire Agreement.

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

13.13 Third-Party Beneficiaries.

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

13.14 Survival.

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

13.15 No Rules of Construction Against Drafter.

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

[SIGNATURE PAGE FOLLOWS]

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

CALIFORNIA CHOICE ENERGY AUTHORITY

By: 
Name: Mark Bozigian
Title: Executive Director

CITY OF LANCASTER

By: 
Name: Mark Bozigian
Title: City Manager

Attest:

City Clerk


Approved as to Form:

City Attorney

EXHIBIT A

SCHEDULE OF DEFINITIONS

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

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

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

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

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

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

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

“Bundled Load” means the proposed electric energy consumption of a member of Provider, as set forth in the implementation plan filed for such member pursuant to Code Section 366.2.

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

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

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

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

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

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

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

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

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

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

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

“FERC” means the Federal Energy Regulatory Commission.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Scope of Work Exhibit” means Exhibit B hereto.

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

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

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

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

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

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

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

EXHIBIT B
SCOPE OF WORK

A. Fixed Fee Services

1. Portfolio Operations

(a) Energy Procurement.

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

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

(b) Risk and Credit Management.

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

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

(c) Load Forecasting and Data Collection.

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

(d) Scheduling Coordination.

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

2. Account Services

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

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

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

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

3. Administrative and Management of CCA Program

4. Regulatory Representation and Compliance Filings

B. Reimbursable Services

(a) Data Management Services (e.g., electronic data interchange (EDI) services; customer information system development and maintenance; customer call center management and staffing; billing administration; settlement quality meter data services; customer care, billing and related reports; and qualified reporting entity (QRE) services)

(b) Professional Services (e.g., legal services for negotiation of Energy Contracts and Security Documents on behalf of Lancaster; electric load evaluation; community choice aggregation operational analysis; projected customer rate analysis and comparison; and support and maintenance of financial model)

EXHIBIT C

**FIXED FEE RATE, REIMBURSABLE EXPENSES
AND NOTICE ADDRESS**

- 1. **Fixed Fee Rate:** \$ 1,152,870.00 annually
- 2. **Reimbursable Expenses:**
 - (a) **Data Management Services:** \$ 826,485.00 (estimated)
 - (b) **Professional Services:** \$ 250,000.00 (estimated)
- 3. **Address for Notices:**

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

EXHIBIT D
AUTHORIZATION DOCUMENTS

[To be completed]

EXHIBIT E

CUSTOMER APPROVAL PROCEDURES

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

Name	Title

2. **Approval Procedures**

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

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

EXHIBIT F
FORM OF AUTHORIZED OFFICER APPROVAL

[To be inserted]

EXHIBIT G
JOINT EXERCISE OF POWERS AGREEMENT
AND AMENDMENTS THERETO

4840-6911-0854, v. 1

STAFF REPORT
City of Lancaster

CC 9
08/08/17
MVB

Date: August 8, 2017

To: Mayor Parris and City Council Members

From: Jeff Hogan, Development Services Director

Subject: **Award of Bid – Public Works Construction Project No. 17-010
Lancaster Boulevard Bikeway and Road Diet, 10th Street West to Valley
Central Way and Sierra Highway to Division Street, BTA 1112-07-LA-03**

Recommendation:

Award Public Works Construction Project No. 17-010, Lancaster Boulevard Bikeway and Road Diet, 10th Street West to Valley Central Way and Sierra Highway to Division Street, BTA 1112-07-LA-03, to Hardy & Harper, Inc., of Santa Ana, California, in the amount of \$1,676,000.00 Base Bid, plus Additive Alternate A1 in the amount of \$20,000.00, for a Total Bid of \$1,696,000.00, plus a 15% contingency, to repair and resurface the roadway, repair concrete to eliminate trip hazards, install ADA improvements, bikeway improvements, and road diet enhancements; and authorize the City Manager, or his designee, to sign all documents. This contract is awarded to the lowest responsible bidder per California Public Code Section 22038 (b).

Fiscal Impact:

\$1,950,400.00 (including 15% contingency) to be awarded; sufficient funds are available in Capital Improvements Budget Account No.'s 209-15ST038-924, 210-15ST038-924, 252-15ST038-924 and 399-15ST038-924. There are no additional maintenance costs associated with this project.

Background:

This project will repair and resurface the roadway; repair concrete sidewalk, curb and gutter to eliminate trip hazards; install ADA improvements; construct a pedestrian crossing at 12th Street West; install bikeway improvements and road diet enhancements. New traffic striping will be in accordance with the Master Plan of Trails and Bikeways.

Work will be performed in compliance with the City's 2014 ADA Transition Plan, which will include reconstruction/construction of 18 curb ramps and reconstruction of 500 square feet of sidewalk at an approximate cost of \$90,000.00 and \$7,500.00, respectively.

Construction for this improvement project is funded in part with Bicycle Transportation Account (BTA) funds.

On July 25, 2017, at 11:00 a.m., the City conducted a bid opening for Public Works Construction Project No. 17-010. Two (2) sealed bid envelopes were received, opened, and read aloud. The bids were as follows:

<u>Contractor</u>	<u>City</u>	<u>Base Bid Plus Additive Alternates</u>
1. Hardy & Harper, Inc.	Santa Ana	\$1,696,000.00
2. R. C. Becker and Son, Inc.	Santa Clarita	\$1,728,521.72**
Engineer's Estimate		\$ 1,276,380.00

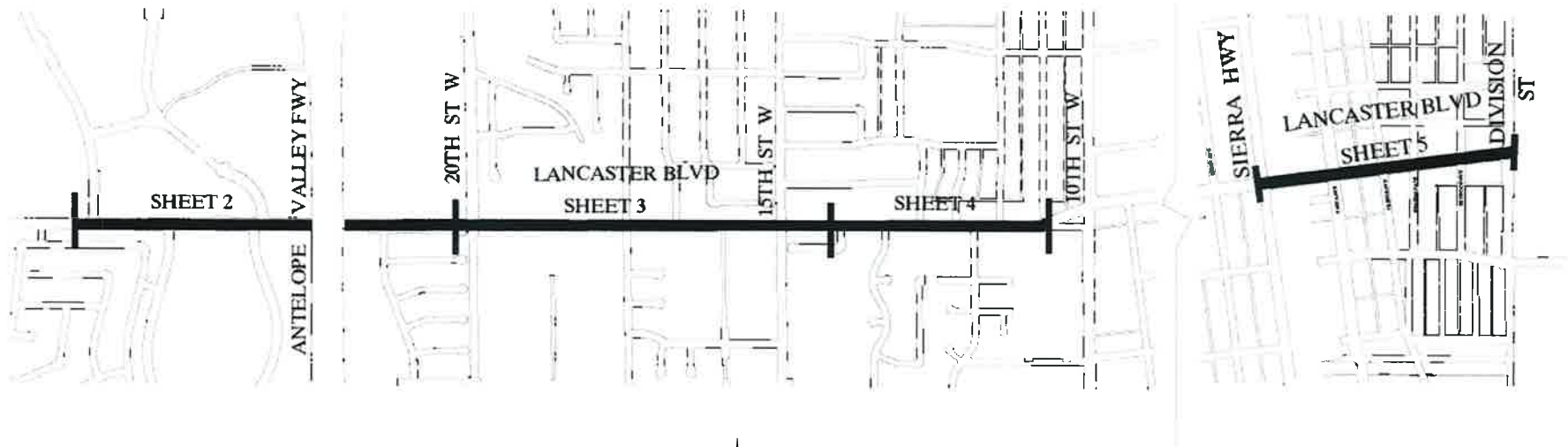
**Corrected for Mathematical Error

MD:tl

Attachment:
Vicinity Map

CITY OF LANCASTER

LANCASTER BOULEVARD BIKEWAY
10TH STREET WEST TO VALLEY CENTRAL WAY AND
SIERRA HIGHWAY TO DIVISION STREET
BTA 1112-07-LA-03



VICINITY MAP

STAFF REPORT
City of Lancaster

PH 1
08/08/17
MVB

Date: August 8, 2017

To: Mayor Parris and City Council Members

From: Brian S. Ludicke, Planning Director

Subject: **Adoption of Avanti North Specific Plan (SP No. 15-01) on 237.25± Gross Acres Located South of Avenue K, North of Avenue K-8, East of 70th Street West, and West of 62nd Street West**

Recommendations:

- a. Adopt **Resolution No. 17-41**, certifying the Final Environmental Impact Report (EIR No. 15-02) (SCH#2015111056) prepared for the Avanti North Specific Plan (SP No. 15-01), adopting required environmental facts and findings, and adopting a statement of overriding considerations, in accordance with the requirements of the California Environmental Quality Act (CEQA).
- b. Introduce **Ordinance No. 1030**, adopting the Avanti North Specific Plan (SP No. 15-01) on 237.25± gross acres bounded by Avenue K, 62nd Street West, Avenue K-8, and 70th Street West.

Fiscal Impact:

None.

Background:

In 2015, CV Communities, LLC, submitted an application for the development and subdivision of 237.25± gross acres, and a specific plan (SP No. 15-01) consisting of 753 single-family lots, two neighborhood park sites, and an open space area serving storm water detention and water quality filtration purposes.

The specific plan provides the City of Lancaster with policies and guidelines to ensure the efficient, orderly development of the 237.25± acre Avanti North master-planned community. The specific plan facilitates quality residential development within the City, consistent with the goals and policies of the City's General Plan, by establishing a community that is superior to the development otherwise allowable under conventional zoning regulations.

In the specific plan document, Section II addresses access and circulation. This section discusses that at each intersection, the internal streets narrow to provide traffic calming. These narrower walkways provide for a better walking environment within the community, by encouraging drivers to slow down when approaching intersections, and reducing the street width and crossing distances at crosswalks and handicap ramps. The project contains a well-developed sidewalk and pathway system that encourages movement by foot and bike to access the parks, or simply get outside for exercise. Cul-de-sac streets include paseo walkways at their termini, to provide a through connection for walkers and cyclists to adjacent sidewalks and pedestrian trails.

Section III, which addresses development standards, establishes a list of permitted uses and dimensional standards for development in each planning area. It provides the standards for minimum lot area; maximum site coverage; front, side, and rear yard setbacks; and maximum building heights, as appropriate to each planning area. Adherence to the standards will help to ensure that the community builds out as intended, and that structures are placed and sized in ways that enhance the quality and character of the project.

Section V, which addresses architectural theme and style guidelines, describes the visual character that is desired for development within the Avanti North project. The Architectural Theme and Style Guidelines address site planning and design, architectural design, and architectural styles.

The specific plan establishes the necessary framework, requirements, and guidelines to ensure that the development of the site meets the goals of providing for a diverse inventory of housing for varied household types and income levels, and providing an interconnected system of sidewalks and pathways that link residents to neighborhood parks and surrounding neighborhoods. The Planning Commission reviewed the proposed specific plan and associated environmental impact report on June 19, 2017, and voted to recommend to the Council certification of the environmental impact report and approval of the specific plan. The Commission at that time also approved Tentative Tract Map No. 73507, which would become effective at the time Specific Plan No. 15-01 becomes effective.

A final environmental impact report (EIR) was prepared for the proposed project. The City Council must certify the Final EIR, and make certain findings required under the California Environmental Quality Act (CEQA) prior to approving Specific Plan No. 15-01. These necessary findings are contained in Resolution No. 17-40.

BSL:CA/sy

Attachments:

Resolution No. 17-41

Final Environmental Impact Report No. 15-02 (available for review in the City Clerk Department)

Ordinance No. 1030

PC Staff Report dated June 19, 2017

RESOLUTION NO. 17-41

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, CALIFORNIA CERTIFYING THE FINAL ENVIRONMENTAL IMPACT REPORT (EIR NO. 15-02) (SCH #2015111056) PREPARED FOR THE AVANTI NORTH SPECIFIC PLAN (SP NO. 15-01), ADOPTING REQUIRED ENVIRONMENTAL FACTS AND FINDINGS, AND ADOPTING A STATEMENT OF OVERRIDING CONSIDERATIONS, IN ACCORDANCE WITH THE REQUIREMENTS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

WHEREAS, the Avanti North Specific Plan (SP No. 15-01) a tentative subdivision map were filed by CV Communities, LLC, for the development and subdivision of 237.25± gross acres located south of Avenue K, north of Avenue K-8, east of 70th Street West, and west of 60th Street West, consisting of 753 single-family lots, two neighborhood park sites, and an open space area serving storm water detention and water quality filtration purposes in the SP Zone; and

WHEREAS, for environmental review of the project, an environmental impact report (EIR) was determined to be necessary under the requirements of the California Environmental Quality Act (CEQA); and

WHEREAS, the Planning Commission, in conjunction with its review of the proposed project on June 19, 2017, reviewed and considered the information contained in the final environmental impact report (EIR No. 15-02, SCH #2015111056), and recommend to the City Council certification of the final EIR; and

WHEREAS, the City Council finds and certifies, pursuant to Section 15090(a)(1) of the State CEQA Guidelines, that the final EIR prepared for this proposed project has been completed in compliance with CEQA, as described in Section 2.0 of Exhibit "A" of this resolution; and

WHEREAS, pursuant to Section 15090(a)(3) of the State CEQA Guidelines, the City Council certifies that the final EIR reflects the City's independent judgment and analysis as substantiated in Section 2.1.1 of Exhibit "A" of this resolution; and

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

1. The City Council certifies the final environmental impact report, as stated in this Resolution and in the environmental facts and findings (Exhibit "A") attached hereto and incorporated herein.

- 2. The City Council hereby adopts all of the Environmental Facts and Findings and the Statement of Overriding Considerations, as contained in the environmental facts and findings (Exhibit "A") attached to this Resolution.

PASSED, APPROVED and ADOPTED this 8th day of August, 2017, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

APPROVED:

 BRITT S. AVRIT, MMC
 City Clerk
 City of Lancaster

 R. REX PARRIS
 Mayor
 City of Lancaster

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

CERTIFICATION OF RESOLUTION
 CITY COUNCIL

I, _____, _____ City of Lancaster, CA, do hereby certify that this is a true and correct copy of the original Resolution No. 17-41, for which the original is on file in my office.

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

(seal)

ATTACHMENT "A"
RESOLUTION NO. 17-41

**Facts and Findings Regarding the
Environmental Effects of the Approval of the:**

Avanti North Project

State Clearinghouse No. 2015111056

Lead Agency

City of Lancaster
44933 Fern Avenue
Lancaster, CA 93534

CEQA Consultant

T&B Planning, Inc.
17542 East 17th Street, Suite 100
Tustin, CA 92780

Project Applicant

CV Communities, LLC
3121 Michelson Drive, Suite 150
Irvine, CA 92612

May 2017

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2.0 Introduction

The Planning Commission of the City of Lancaster (the “Planning Commission”) in approving the Avanti North project (the “Project”) makes the Findings described below. The Findings are based upon the entire record before the Planning Commission, as described in Subsection 2.3 below, including the Environmental Impact Report (“EIR”) prepared for the Project with the City of Lancaster (the “City”) acting as lead agency under the California Environmental Quality Act (“CEQA”).

Hereafter, the Notice of Preparation, Notice of Availability, Draft EIR, Technical Studies, and Final EIR (containing responses to public comments on the Draft EIR and textual revisions to the Draft EIR), will be referred to collectively herein as the “EIR” unless otherwise specified.

2.1 Findings Required Under CEQA

Public Resources Code Section 21002 provides that “public agencies should not approve projects as proposed if there are feasible alternatives or feasible mitigation measures available which would substantially lessen the significant environmental effects of such projects[.]” The statute also provides that the procedures required by CEQA are “intended to assist public agencies in systematically identifying both the significant effects of projects and the feasible alternatives or feasible mitigation measures which will avoid or lessen such significant effects.” Finally, Section 21002 indicates that “in the event [that] specific economic, social, or other conditions make infeasible such project alternatives or such mitigation measures, individual projects may be approved in spite of one or more significant effects thereof.”

The mandate described in Public Resources Code Section 21002 is implemented, in part, through the requirement that agencies must adopt findings before approving projects for which EIRs are required. For each significant environmental effect identified in an EIR for a project, the approving agency must issue a written finding reaching one or more of three permissible conclusions. The first such finding is that changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the final EIR. The second permissible finding is that such changes or alterations are within the responsibility and jurisdiction of another public agency and not the agency making the finding. The third potential conclusion is that specific economic, legal, social, technological, or other considerations make infeasible the mitigation measures or project alternatives identified in the final EIR. (CEQA Guidelines, §15091.) Public Resources Code Section 21061.1 defines “feasible” to mean “capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental, social, legal, and technological factors.”

2.2 Project Summary

2.2.1 Site Location

The Project site consists of approximately 237.25 acres located in the northern portion of Los Angeles County, roughly in the center of the Antelope Valley and within the southwest portion of the City of Lancaster, California. The Project site is located approximately 5.0 miles west of the Antelope Valley

Freeway System (State Route 14). The Project site is located south of Avenue K, north of Avenue K-8, east of 70th Street West, and west of 62nd Street West.

2.2.2 Project Overview

The Project consists of a proposal to develop an approximately 237.25 gross-acre property as a master-planned community comprised of 753 single-family residential lots, two neighborhood park sites, and an open space area serving storm water detention and water quality filtration purposes. The five proposed residential neighborhoods (Planning Areas A, B, C, D, and E) would accommodate a maximum of 753 single-family residential homes at a gross density of 3.2 dwelling units per acre (du/ac). A different minimum lot size is required for each neighborhood. Lots would gradually increase in size from the northwestern portion of the community (in Planning Area A where a minimum lot size of 5,250 square feet [sf] is proposed) to the southeastern portion of the community (in Planning Area E where a minimum lot size of 8,750 sf is proposed). Two neighborhood parks are designed to serve as activity nodes and social gathering spaces, sized at 4.1 and 6.3 acres. The parks are conceptually designed to include features such as open turf play areas, shaded seating, and picnic areas. Proposed along the west side of 65th Street West in the center of the community is a 12.1-acre open space area, which would serve storm water detention and water quality filtration purposes. The open space area has been designed to simulate a dry creek bed to serve as an aesthetic and functional amenity.

The Project proposes the following discretionary actions, which are under consideration by the City of Lancaster:

- The Avanti North Specific Plan would authorize a master-planned community in accordance with the City of Lancaster’s General Plan “Urban Residential with Specific Plan overlay” designation. The Avanti North Specific Plan would accommodate a maximum of 753 single-family residential homes, two private neighborhood parks, and open space proposed for the use of stormwater detention, on 237.25 gross-acres with an average residential density of 3.2 dwelling units per acre (du/ac).
- Tentative Tract Map No. 73507 (TTM No. 73507) is a tentative tract map that proposes to implement the Avanti North Specific Plan. TTM No. 73507 would subdivide the Avanti North Specific Plan’s Planning Areas into 753 single-family residential lots (with lots ranging from 5,250 sf to 8,750 sf, resulting in a gross density of 3.2 du/ac, 2 lots for neighborhood parks, 2 lots for open space for the purpose of stormwater detention, and master plan streets. TTM No. 73507 also identifies an existing 32-foot earthen channel, the location of internal temporary and permanent utility infrastructure improvements (water lines, sewer lines, stormwater drainage facilities), proposed easements, existing and proposed street improvements, the approximate location of two existing water wells, the approximate location of existing fire hydrants, and the approximate location of an off-site California Department of Conservation, Division of Oil, Gas & Geothermal Resources (DOGGR) oil well.

2.2.3 Project Objectives

The intent of the Project is to develop a master-planned residential community that offers a range of lot sizes and encourages walking as a form of transportation. The Project would achieve this primary intent through the following basic objectives.

- A. Adopt a Specific Plan as the mechanism for implementing the City's long-term goals and objectives as they apply to the vacant property located south of Avenue K, north of Avenue K-8, between 70th Street West and 62nd Street West.
- B. Make productive use of the vacant property located south of Avenue K, north of Avenue K-8, between 70th Street West and 60th Street West by implementing the Urban Residential (UR) land use designation applied to this property by the City's General Plan.
- C. Develop a master-planned residential community in the City of Lancaster that provides single-family homes and recreational parks that are supported by appropriate infrastructure systems.
- D. Diversify the range of single-family residential lot sizes and home sizes available in a single master-planned community to offer home ownership opportunities attainable to a variety of household types and income levels.
- E. Provide neighborhood parks that are focal points of a community, within walking distance of nearby homes, and which complement other recreational areas in the surrounding area.
- F. Provide a highly walkable residential community with traditional and meandering sidewalks that encourage pedestrian movement.
- G. Construct 65th Street West between Avenue K and Avenue K-8.
- H. Introduce traffic calming features in new roadway design to slow vehicle travel speeds in a new residential community.
- I. Provide storm water detention solutions in a new residential community that are attractively designed as open space amenities.
- J. Increase the available single family residential housing stock within the City of Lancaster.

2.2.4 City of Lancaster Actions Covered By the EIR

The following discretionary and administrative actions are required of the City to implement the Project. The EIR prepared for the Project covers all discretionary and administrative approvals which may be needed to construct or implement the Project, whether or not they are explicitly listed below.

- Approval of the Avanti North Specific Plan;
- Approval of the Project's Tentative Tract Map No. 73507;
- Approval of the Project's Final Tract Map;
- Accept Public Right-of-Way Dedications;
- Certification of the Final EIR along with the appropriate Findings, Statement of Overriding Considerations, and adoption of the Mitigation Monitoring and Reporting Program (MMRP);
- Issue grading permit(s); and
- Issue building permits

2.2.5 Approvals From Other Agencies

The Project would require approval from the following agencies:

- Regional Water Quality Control Board for a National Pollutant Discharge Elimination System (NPDES) Permit.
- Los Angeles County Waterworks District 40 for necessary approvals associated with the construction and operation of the proposed water facilities.
- Los Angeles County Sanitation District 14 for necessary approvals associated with construction and operation of the proposed sanitary sewer facilities.
- Southern California Edison for approvals associated with electric utility infrastructure
- The Gas Company for approvals associated with gas utility infrastructure
- County of Los Angeles Department of Public Health Division of Environmental Health for approvals associated with abandonment of the existing three water wells on the western portion of the Project site

2.3 Environmental Review and Public Participation

The City conducted an extensive environmental review of the Project to ensure that the City's decision makers and the public are fully informed about potential significant environmental effects of the Project; to identify ways that environmental damage can be avoided or significantly reduced; to prevent significant, avoidable damage to the environment by requiring changes in the Project through the use of mitigation measures which have been found to be feasible. In order to do this, the City, acting as lead agency under CEQA, undertook the following:

- Circulated a Notice of Preparation to the California Office of Planning and Research (the "State Clearinghouse"), Responsible Agencies, Trustee Agencies, and other interested parties on November 18, 2015 for a 30-day review period;

- Held a publicly noticed EIR Scoping Meeting at the American Heroes Park Community Room, located at 642 Jackman Street, Lancaster, CA 93534 on December 2, 2015 at 6:30 PM, to solicit comments from the public on the environmental issue areas that should be analyzed in the EIR;
- Sent a Notice of Completion and copies of the Draft EIR to the California Office of Planning and Research, State Clearinghouse, on December 20, 2016.
- Mailed a Notice of Availability to all Responsible Agencies, Trustee Agencies, the Los Angeles County Clerk, other interested parties, and organizations and individuals who had previously requested the Notice to inform recipients that the Draft EIR was available for a 45-day review period beginning on December 22, 2016, and ending on February 6, 2017.
- Made an electronic copy of the Draft EIR available on the City's website and placed a copy of the Draft EIR at the City of Lancaster's Community Development Division's public counter.
- Proposed responses to comments on the Draft EIR received during the 45-day comment period on the Draft EIR, which have been included in the Final EIR;
- Sent individual responses to all public agencies, organizations, and individuals who submitted comments the Draft EIR on May 4, 2017;
- Published a notice on April 30, 2017, in the Antelope Valley Press, the newspaper of general circulation in the area affected by the Project, that the Planning Commission would hold a public hearing on May 15, 2017, to consider CEQA and components of the Project and certification of the Final EIR to the City Council;
- Mailed notice of the Planning Commission hearing to all property owners within a 500-foot radius of the Project site;

All of the documents identified above and all of the documents which are required to be part of the record pursuant to Public Resources Code §21167.6(e) are on file with the City of Lancaster Community Development Division at 44933 Fern Avenue, Lancaster, CA 93534. Questions should be directed to Chris Aune, Associate Planner.

2.0 Environmental Impacts and Findings

2.1 General Findings

2.1.1 Independent Judgment Finding

Finding

The EIR for the Project reflects the City's independent judgment and analysis.

Facts in Support of the Finding

The EIR was prepared by T&B Planning, Inc., an independent, professional consulting firm hired by the City of Lancaster, compensated by the City of Lancaster by fees imposed on the Project applicant, and working under the supervision and direction of the Planning staff of the City's Community Development Division. The Planning Commission, as the City's decision-making body for the EIR and Tentative Tract Map, received and reviewed the EIR and the comments, provided by public agencies and members of the public prior to certifying that the EIR complied with CEQA. The professional qualifications and reputation of the EIR Consultant, the supervision and direction of the EIR Consultant by City staff, the thorough and independent review of the Draft EIR and Final EIR, including comments and responses, by City staff, and the review and careful consideration of the Final EIR by the Planning Commission, including comments and responses, all conclusively show that the Final EIR is the product of and reflects the independent judgment and analysis of the City as the Lead Agency.

2.1.2 Finding of the Absence of any Need to Recirculate the EIR

Finding

The Planning Commission finds that the Final EIR does not add significant new information to the Draft EIR that would require recirculation of the EIR.

Facts in Support of the Finding

The Planning Commission recognizes that the Final EIR incorporates information obtained and produced after the Draft EIR was completed and that the Final EIR contains additions, clarifications, and minor modifications to the Draft EIR. The Planning Commission has reviewed and considered the Final EIR and all of the information contained in it and has determined that the new information added to the Final EIR does not involve a new significant environmental impact, a substantial increase in the severity of an environmental impact nor a feasible mitigation measure or an alternative considerably different from others previously analyzed that the Project applicant declined to adopt and that would clearly lessen the significant environmental impacts of the Project. No information provided to the Planning Commission indicates that the Draft EIR was inadequate or conclusory or that the public was deprived of a meaningful opportunity to review and comment on the Draft EIR.

2.1.3 General Finding on Mitigation Measures

Finding

Unless specifically stated to the contrary in these findings, it is the City's intent to adopt all mitigation measures recommended by the EIR which are applicable to the Project. If a measure has, through error, been omitted from the MMRP or from these Findings, and that measure is not specifically reflected in these Findings, that measure shall be deemed to be adopted pursuant to this paragraph. In addition, unless specifically stated to the contrary in these Findings, all Conditions of Approval repeating or rewording mitigation measures recommended in the EIR are intended to be substantially similar to the mitigation measures recommended in the EIR and are found to be equally effective in avoiding or lessening the identified environmental impact. In each instance, the MRRP contains the final wording for the mitigation measures.

2.2 Environmental Impacts and Findings

Finding

City staff reports, the EIR, written and oral testimony at public meetings or hearings, these Facts, Findings and Statement of Overriding Considerations, and other information in the administrative record, serve as the basis for the City's environmental determination.

During the preparation of the Notice of Preparation (NOP) for the proposed Project, the City determined that the topic of Mineral Resources did not require evaluation in the EIR as no mineral resources are known to occur within the Project site or local vicinity. Accordingly, the EIR evaluated the potential for impacts to the sixteen (16) major environmental issues listed below:

- | | |
|---------------------------------------|------------------------------------|
| 1. Aesthetics | 9. Hydrology and Water Quality |
| 2. Agriculture and Forestry Resources | 10. Land Use and Planning |
| 3. Air Quality | 11. Noise |
| 4. Biological Resources | 12. Population and Housing |
| 5. Cultural Resources | 13. Public Services |
| 6. Geology and Soils | 14. Recreation |
| 7. Greenhouse Gas Emissions | 15. Transportation and Traffic |
| 8. Hazards and Hazardous Materials | 16. Utilities and Services Systems |

The detailed analysis of potentially significant environmental impacts of the Project and proposed mitigation measures for the Project are presented in Section 4.0 of the Draft EIR. Both Project-specific and cumulative impacts were evaluated. The City concurs with the conclusions of the EIR that the issues and sub-issues associated with Aesthetics, Agriculture and Forestry, Cultural Resources, Geology and Soils, Greenhouse Gas Emissions, Hazards and Hazardous Materials, Hydrology and Water Quality, Land Use and Planning, Population and Housing, Public Services, Recreation, and Utilities and Service Systems were found to have either no environmental impacts or would have less than significant environmental impacts. Further, the City concurs with the conclusions of the EIR that certain sub-issues associated with Air Quality, Biological Resources, Noise, and Transportation and Traffic were found to have no environmental impacts or would have less than significant environmental

impacts, whereas other sub-issues associated with these environmental topics were found to have potentially significant impacts.

As such, the issues discussed in detail in Subsections 2.2.3 and 2.2.2 of these Findings of Fact, below, are those that EIR identified as having significant environmental impacts that were mitigated to less than significant and those issues which remained significant even with the incorporation of mitigation measures.

2.2.3 Impacts Identified in the EIR as Potentially Significant that have been Mitigated to Less than Significant

The EIR identifies significant adverse direct and cumulatively considerable impacts of the proposed Project and includes mitigation measures to avoid or lessen impacts to less than significant. Those impacts and mitigation measures are identified in the following sections. The Planning Commission finds, based on the facts set forth in the record, which include but are not limited to the facts as set forth below, that the incorporation of the identified mitigation measures will mitigate the Project's identified significant adverse direct and cumulative impacts to a level that is considered less than significant. These findings have been prepared and considered in accordance with CEQA Guideline §15091.

Air Quality

A. *Violate any air quality standard or contribute substantially to an existing or projected air quality violation*

Potentially Significant Impact

During construction, the Project has the potential to violate an air quality standard or contribute substantially to an existing or projected air quality violation (Threshold b).

Findings

Based on the entire record, the City finds that Project-related construction emissions would exceed the daily criteria pollutant threshold established by the Antelope Valley Air Quality Management District (AVAQMD) for emissions of volatile organic compounds (VOCs). The City finds that VOCs are a precursor for ozone (O₃), a pollutant for which the Mojave Desert Air Basin (MDAB) is nonattainment under both federal and State criteria; therefore, the Project's short-term construction emissions associated with VOCs would also cumulatively contribute a criteria pollutant for which the Project region is nonattainment (i.e., O₃) (EIR at 4.3-21). Changes or alterations have been required in, or incorporated into, the Project which avoid the significant impact identified in the EIR.

Facts in Support of the Findings

As identified in Table 4.3-5, *Emissions Summary of Construction*, Project-related construction emissions for nitrogen oxides (NO_x), carbon monoxide (CO), sulfur oxides (SO_x), inhalable particulate matter (PM₁₀), and fine particulate matter (PM_{2.5}) would be below the daily criteria pollutant thresholds; however, Project-related construction emissions would exceed the criteria pollutant

threshold established by the AVAQMD for daily emissions of VOCs. VOCs are a precursor for ozone, a pollutant for which the MDAB is nonattainment under both federal and State criteria (*Ibid.*).

As indicated in Table 4.3-7, *Emissions Summary of Construction (with Mitigation)*, incorporation of Mitigation Measure MM 4.3-1 would reduce the Project's short-term VOC emissions during construction to below the daily threshold established by the AVAQMD. Thus, with the implementation of MM 4.3-1, a less-than-significant impact would occur (EIR at 4.3-22). This Mitigation Measure is listed below, is adopted and incorporated into the MMRP for the Project, and will be implemented as specified therein.

MM 4.3-1 Prior to issuance of building permits, the City of Lancaster Chief Building Official and/or their designated official shall verify that the following note is specified on all building plans. The requirement shall be specified in bid documents issued to prospective construction contractors and contractors shall be required to comply with the note and maintain written records of such compliance that can be inspected upon request.

a) Only "Zero-Volatile Organic Compounds" paints (no more than 100 gram/liter of VOC) and/or High Pressure Low volume (HPLV) applications consistent with Antelope Valley Air Quality Management District (AVAQMD) Rule 1113 shall be used during Project construction.

A. Cumulatively considerable net increase of any criteria pollutant for which the project region is in non-attainment

Potentially Significant Impact

The Project has the potential to result in a cumulatively considerable net increase of a criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors (Threshold c).

Findings

Based on the entire record, the City finds that Project-related construction emissions would exceed the daily criteria pollutant threshold established by the AVAQMD for emissions of VOCs. The City finds that VOCs are a precursor for ozone (O₃), a pollutant for which the MDAB is nonattainment under both federal and State criteria; therefore, the Project's short-term construction emissions associated with VOCs would also cumulatively contribute a criteria pollutant for which the Project region is nonattainment (i.e., O₃) (EIR at 4.3-21). Changes or alterations have been required in, or incorporated into, the Project which avoid the significant impact identified in the EIR.

Facts in Support of the Findings

As identified in Table 4.3-5, *Emissions Summary of Construction*, Project-related construction emissions for NO_x, CO, SO_x, PM₁₀, and PM_{2.5} would be below the daily criteria pollutant thresholds; however, Project-related construction emissions would exceed the criteria pollutant threshold

established by the AVAQMD for daily emissions of VOCs. VOCs are a precursor for ozone, a pollutant for which the MDAB is nonattainment under both federal and State criteria (*Ibid.*).

As indicated in Table 4.3-7, *Emissions Summary of Construction (with Mitigation)*, incorporation of Mitigation Measure MM 4.3-1 would reduce the Project's short-term VOC emissions during construction to below the daily threshold established by the AVAQMD. Thus, with the implementation of MM 4.3-1, a less-than-significant impact would occur (EIR at 4.3-22). This Mitigation Measure, listed below, is adopted and incorporated into the MMRP for the Project, and will be implemented as specified therein.

MM 4.3-1 Prior to issuance of building permits, the City of Lancaster Chief Building Official and/or their designated official shall verify that the following note is specified on all building plans. The requirement shall be specified in bid documents issued to prospective construction contractors and contractors shall be required to comply with the note and maintain written records of such compliance that can be inspected upon request.

a) Only "Zero-Volatile Organic Compounds" paints (no more than 100 gram/liter of VOC) and/or High Pressure Low volume (HPLV) applications consistent with Antelope Valley Air Quality Management District (AVAQMD) Rule 1113 shall be used during Project construction.

B. Expose sensitive receptors to substantial pollutant concentrations

Potentially Significant Impact

The Project has the potential to expose sensitive receptors to substantial pollutant concentrations (Threshold d).

Findings

Based on the entire record, the City finds that Project-related construction emissions would exceed the criteria pollutant thresholds established by the AVAQMD for daily emissions of VOCs, which has the potential to expose sensitive receptors to a substantial pollutant concentration (**EIR at 4.3-21**). Changes or alterations have been required in, or incorporated into, the Project which avoid the significant impact identified in the EIR.

Facts in Support of the Findings

Project-related construction emissions would exceed the criteria pollutant threshold established by the AVAQMD for daily emissions of VOCs (EIR Appendix B, Air Quality Impact Analysis, p. 26). During construction, VOCs are emitted during the architectural coating phase of construction (painting, sealing caulks, solvents, etc.). Odors generated by VOCs in architectural coating products can irritate the eye, nose, and throat. VOCs odors also can stimulate sensory nerves that have the potential to influence health, such as compromising the immune system. According to the Project applicant's construction schedule, one air compressor would be operating on the Project site eight hours per day, for approximately 150 days, producing up to 198.11 pounds of VOC daily, which would exceed the

AVAQMD threshold of 137 pounds daily. Accordingly, the Project's short-term construction activities could potentially expose sensitive receptors near the site to substantial pollutant concentrations associated with VOCs during the architectural coating phase of construction. Therefore, impacts would be significant and mitigation is required (EIR at 4.3-17).

As indicated in Table 4.3-7, *Emissions Summary of Construction (with Mitigation)*, incorporation of Mitigation Measure MM 4.3-1 would reduce the Project's short-term VOC emissions during construction to below the daily threshold established by the AVAQMD. Thus, with the implementation of MM 4.3-1, a less than significant impact would occur (EIR at 4.3-22). This Mitigation Measure is listed below, is adopted and incorporated into the MMRP for the Project, and will be implemented as specified therein.

MM 4.3-1 Prior to issuance of building permits, the City of Lancaster Chief Building Official and/or their designated official shall verify that the following note is specified on all building plans. The requirement shall be specified in bid documents issued to prospective construction contractors and contractors shall be required to comply with the note and maintain written records of such compliance that can be inspected upon request.

a) Only "Zero-Volatile Organic Compounds" paints (no more than 100 gram/liter of VOC) and/or High Pressure Low volume (HPLV) applications consistent with Antelope Valley Air Quality Management District (AVAQMD) Rule 1113 shall be used during Project construction.

Biological Resources

A. *Result in a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species*

Potentially Significant Impact

The Project has the potential to have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service (Threshold a).

Findings

Based on the entire record, the City finds that implementation of the Project has the potential to impact burrowing owls if they migrate onto the property prior to the commencement of ground-disturbing construction activities (EIR at 4.4-12). Changes or alterations have been required in, or incorporated into the Project which avoid the significant impact identified in the EIR.

Facts in Support of the Findings

Although burrowing owl were not observed by during their focused surveys conducted at the Project site, suitable burrows and a network of concrete down pipes are present on the Project site which could be potentially used by wintering and breeding burrowing owls. Accordingly, it is possible that the species could migrate onto the property prior to Project construction. If burrowing owls are present on the Project site during grading activities, implementation of the Project would result in a direct significant impact to the species and mitigation is required. The implementation of Mitigation Measure 4.4-1 that is identified in Subsection 4.4.7 would require a pre-construction survey for burrowing owl and identifies a protocol if burrowing owl are identified on the site that would ensure the avoidance of the potential to adversely affect burrowing owls and would reduce this impact to less than significant (EIR at 4.4-9). This Mitigation Measure is listed below, is adopted and incorporated into the MMRP for the Project, and will be implemented as specified therein.

MM 4.4-1 Prior to the issuance of a grading permit, the Development Services Director or his/her designee shall ensure that the Grading Plan includes a condition of approval requiring a qualified biologist to conduct a pre-construction presence/absence survey for burrowing owl within 14 days prior to site disturbance, with a second visit occurring within 24 hours of ground disturbance. If burrowing owls are not detected, grading may proceed without limitation. If burrowing owls are detected on the site, the owls shall be passively excluded from the site following professionally-accepted protocols, such as collapsing burrows and the use of one-way doors. If proximate habitat is not available in the opinion of a qualified biologist for successful passive relocation of the species, active relocation shall occur in coordination with the City of Lancaster outside of the nesting season to avoid the potential incidental take of active nests, unless the biologist demonstrates to the City of Lancaster that the proposed exclusion of owls would not result in the take of an active nest.

D. Interfere substantially with the movement of any native resident or migratory fish or wildlife species

Potentially Significant Impact

The Project has the potential to interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites (Threshold d).

Findings

Based on the entire record, the City finds that implementation of the Project has the potential to impact nesting birds during construction that are protected by the Migratory Bird Treaty Act (MBTA) and the California Fish and Game Code, which is a potentially significant direct and cumulatively considerable impact (EIR at 4.4-13). Changes or alterations have been required in, or incorporated into the Project which avoid the significant impact identified in the EIR.

Facts in Support of the Findings

The proposed Project could result in the removal of vegetation during the bird nesting season (February 1 to August 31). If vegetation is removed during the nesting season, implementation of the Project would result in direct significant impacts to nesting birds and mitigation is required. Mitigation Measure 4.4-2 is identified in Subsection 4.4.7 that would reduce this impact to less than significant (EIR at 4.4-10). Implementation of Mitigation Measure MM 4.4-2 would ensure that pre-construction surveys are conducted for nesting migratory birds to determine the presence or absence on the Project site and offsite areas prior to vegetation clearing activities. If nesting birds are determined to be present, the mitigation requires avoidance of bird nests during the breeding season in conformance with accepted protocols and regulatory requirements, including the MBTA. With implementation of the required mitigation, potential direct and cumulatively considerable impacts to nesting migratory birds would be reduced to below a level of significance (EIR at 4.4-14). This Mitigation Measure is listed below, is adopted and incorporated into the MMRP for the Project, and will be implemented as specified therein.

MM 4.4-2 Prior to the issuance of a grading permit, the Development Services Director or his/her designee shall ensure that the Grading Plan includes a condition of approval requiring all vegetation removal associated with the Project to occur outside of the migratory bird nesting season (February 1 to August 31). If avoidance of the nesting season is not feasible, then a qualified biologist shall conduct nesting bird surveys of the property no more than three days prior to the removal of any vegetation or structures with the potential to support nesting birds. If vegetation is not removed within three days of a nesting bird survey, then the surveys shall be repeated. If active nests are identified, then the biologist shall establish an adequate buffer depending on the species and the location of the nest (up to 200 feet for non-raptors and 500 feet for raptors), which shall be avoided until the nests are no longer active as determined by the biologist.

Noise

A. *Result in exposure to or generation of noise levels in excess of standards*

Potentially Significant Impact (On-Site Noise Level)

The Project has the potential to expose persons to or generate noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies (Threshold a).

Findings

Based on the entire record, the City finds that before mitigation, the Project would have a significant direct impact regarding on-site noise levels. Changes or alterations have been required in, or incorporated into the Project which avoid this significant impact identified in the EIR.

Facts in Support of the Findings

The Project's proposed residential lots adjacent to Avenue K, 70th Street West, 65th Street West, and Avenue K-8 would experience unmitigated exterior noise levels ranging from 69.2 to 70.6 dBA CNEL

which exceeds the City of Lancaster 65 dBA CNEL standard. In addition, the City of Lancaster 45 dBA CNEL interior noise level criteria would be exceeded at the following lots in a windows-open condition:

- lots 14 to 33, 407 to 424, and 485 to 501 adjacent to Avenue K;
- lots 34, 35, 49, 50, 65, 66, 81, 82, 171 to 191 adjacent to 70th Street West;
- lots 471 to 484, 682 to 693 adjacent to 65th Street West;
- lots 192, 206 to 216, 298 to 304, 640, 641, 652, 653, 664, 665, 671 to 681 adjacent to Avenue K-8 (EIR at 4.11-21).

Because the on-site exterior noise level exceeds the City of Lancaster's 65 dBA CNEL exterior noise level standards, a significant direct impact would occur and mitigation measures are required (EIR at 4.11-17).

The implementation of Mitigation Measures MM 4.11-2 and MM 4.11-3 would require a minimum 6-foot high noise barrier for outdoor living areas and a windows-closed condition to meet the City's interior noise standard. These Mitigation Measures are listed below, are adopted and incorporated into the MMRP for the Project, and will be implemented as specified therein.

MM 4.11-2. Minimum 6-foot high noise barriers for outdoor living areas (rear yards) shall be constructed for residential lots located adjacent to Avenue K, 70th Street West, 65th Street West, and Avenue K. The noise barriers shall be constructed so that the top of each wall extends to the recommended height above the pad elevation of the lot it is shielding. When the road is elevated above the pad elevation, the barrier shall extend to the recommended height above the highest point between the residential home and the road. The barriers shall provide a weight of at least 4 pounds per square foot of face area with no decorative cutouts or line-of-sight openings between shielded area and the roadways. The barriers shall present a solid face from top to bottom. Unnecessary openings or decorative cutouts shall not be made and all gaps (except for weep holes) shall be filled with grout or caulking. The noise barriers shall be constructed of a) masonry block; b) stucco veneer over wood framing (or foam core) or 1-inch thick tongue and groove wood of sufficient weight per square foot; c) glass (1/4-inch thick), or other transparent material with sufficient weight per square foot; d) earthen berm; or e) any combination of these construction materials.

MM 4.11-3. Homes located on the following lots shall be required to implement the conditions specified below.

- lots 14 to 33, 407 to 424, and 485 to 501 adjacent to Avenue K;
- lots 34, 35, 49, 50, 65, 66, 81, 82, 171 to 191 adjacent to 70th Street West;
- lots 471 to 484, 682 to 693 adjacent to 65th Street West;
- lots 192, 206 to 216, 298 to 304, 640, 641, 652, 653, 664, 665, 671 to 681 adjacent to Avenue K-8.

a) Windows: All windows and sliding glass doors shall be well fitted, well weather-stripped assemblies and shall have a minimum sound transmission class (STC) rating of 27.

b) Doors: All exterior doors shall be well weather-stripped solid core assemblies at least one and three-fourths-inch thick.

c) Roof: Roof sheathing of wood construction shall be well fitted or caulked plywood of at least one-half inch thick. Ceilings shall be well fitted, well-sealed gypsum board of at least one-half inch thick.

d) Attic: Attic vents should be oriented away from Avenue K, 70th Street West, 65th Street West, and Avenue K-8. If such an orientation cannot be avoided, then an acoustical baffle shall be placed in the attic space behind the vents. Insulation with at least a rating of R-19 shall be used in the attic space.

e) Ventilation: A means of mechanical ventilation is required. When any habitable room is in use, arrangements shall be such that circulated air is received when any exterior door(s) or window(s) are closed. A forced air circulation system (e.g. air conditioning) or active ventilation system (e.g. fresh air supply) shall be provided which satisfies the requirements of the Uniform Mechanical Code.

C. *Result in substantial permanent increase in ambient noise*

Potentially Significant Impact (On-Site Noise Level)

The Project has the potential to result in a substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project (Threshold c).

Findings

Based on the entire record, the City finds that before mitigation, the Project would have a significant direct impact regarding on-site noise levels. Changes or alterations have been required in, or incorporated into the Project which avoid this significant impact identified in the EIR.

Facts in Support of the Findings

The Project's proposed residential lots adjacent to Avenue K, 70th Street West, 65th Street West, and Avenue K-8 would experience unmitigated exterior noise levels ranging from 69.2 to 70.6 dBA CNEL which exceeds the City of Lancaster 65 dBA CNEL standard. In addition, the City of Lancaster 45 dBA CNEL interior noise level criteria would be exceeded at the following lots in a windows-open condition:

- lots 14 to 33, 407 to 424, and 485 to 501 adjacent to Avenue K;
- lots 34, 35, 49, 50, 65, 66, 81, 82, 171 to 191 adjacent to 70th Street West;
- lots 471 to 484, 682 to 693 adjacent to 65th Street West;

- lots 192, 206 to 216, 298 to 304, 640, 641, 652, 653, 664, 665, 671 to 681 adjacent to Avenue K-8 (EIR at 4.11-21).

Because the on-site exterior noise level exceeds the City of Lancaster's 65 dBA CNEL exterior noise level standards, a significant direct impact would occur and mitigation measures are required (EIR at 4.11-17).

The implementation of Mitigation Measures MM 4.11-2 and MM 4.11-3 would require a minimum 6-foot high noise barrier for outdoor living areas and a windows-closed condition to meet the City's interior noise standard. These Mitigation Measures are listed below, are adopted and incorporated into the MMRP for the Project, and will be implemented as specified therein.

- MM 4.11-2. Minimum 6-foot high noise barriers for outdoor living areas (rear yards) shall be constructed for residential lots located adjacent to Avenue K, 70th Street West, 65th Street West, and Avenue K. The noise barriers shall be constructed so that the top of each wall extends to the recommended height above the pad elevation of the lot it is shielding. When the road is elevated above the pad elevation, the barrier shall extend to the recommended height above the highest point between the residential home and the road. The barriers shall provide a weight of at least 4 pounds per square foot of face area with no decorative cutouts or line-of-sight openings between shielded area and the roadways. The barriers shall present a solid face from top to bottom. Unnecessary openings or decorative cutouts shall not be made and all gaps (except for weep holes) shall be filled with grout or caulking. The noise barriers shall be constructed of a) masonry block; b) stucco veneer over wood framing (or foam core) or 1-inch thick tongue and groove wood of sufficient weight per square foot; c) glass (1/4-inch thick), or other transparent material with sufficient weight per square foot; d) earthen berm; or e) any combination of these construction materials.
- MM 4.11-3. Homes located on the following lots shall be required to implement the conditions specified below.
- lots 14 to 33, 407 to 424, and 485 to 501 adjacent to Avenue K;
 - lots 34, 35, 49, 50, 65, 66, 81, 82, 171 to 191 adjacent to 70th Street West;
 - lots 471 to 484, 682 to 693 adjacent to 65th Street West;
 - lots 192, 206 to 216, 298 to 304, 640, 641, 652, 653, 664, 665, 671 to 681 adjacent to Avenue K-8.
- a) Windows: All windows and sliding glass doors shall be well fitted, well weather-stripped assemblies and shall have a minimum sound transmission class (STC) rating of 27.
- b) Doors: All exterior doors shall be well weather-stripped solid core assemblies at least one and three-fourths-inch thick.

c) Roof: Roof sheathing of wood construction shall be well fitted or caulked plywood of at least one-half inch thick. Ceilings shall be well fitted, well-sealed gypsum board of at least one-half inch thick.

d) Attic: Attic vents should be oriented away from Avenue K, 70th Street West, 65th Street West, and Avenue K-8. If such an orientation cannot be avoided, then an acoustical baffle shall be placed in the attic space behind the vents. Insulation with at least a rating of R-19 shall be used in the attic space.

e) Ventilation: A means of mechanical ventilation is required. When any habitable room is in use, arrangements shall be such that circulated air is received when any exterior door(s) or window(s) are closed. A forced air circulation system (e.g. air conditioning) or active ventilation system (e.g. fresh air supply) shall be provided which satisfies the requirements of the Uniform Mechanical Code.

D. Result in exposure to or generation of noise levels in excess of standards

Potentially Significant Impact (On-Site Noise Level)

The Project has the potential to result in a substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project (Threshold d).

Findings

Based on the entire record, the City finds that before mitigation, the Project would have a significant direct impact regarding on-site noise levels. Changes or alterations have been required in, or incorporated into the Project which avoid this significant impact identified in the EIR.

Facts in Support of the Findings

The Project's proposed residential lots adjacent to Avenue K, 70th Street West, 65th Street West, and Avenue K-8 would experience unmitigated exterior noise levels ranging from 69.2 to 70.6 dBA CNEL which exceeds the City of Lancaster 65 dBA CNEL standard. In addition, the City of Lancaster 45 dBA CNEL interior noise level criteria would be exceeded at the following lots in a windows-open condition:

- lots 14 to 33, 407 to 424, and 485 to 501 adjacent to Avenue K;
- lots 34, 35, 49, 50, 65, 66, 81, 82, 171 to 191 adjacent to 70th Street West;
- lots 471 to 484, 682 to 693 adjacent to 65th Street West;
- lots 192, 206 to 216, 298 to 304, 640, 641, 652, 653, 664, 665, 671 to 681 adjacent to Avenue K-8 (EIR at 4.11-21).

Because the on-site exterior noise level exceeds the City of Lancaster's 65 dBA CNEL exterior noise level standards, a significant direct impact would occur and mitigation measures are required (EIR at 4.11-17).

Although the Project's construction noise would have a less-than-significant impact on sensitive receptors with mandatory adherence to the City of Lancaster Noise Ordinance, the following mitigation measure is presented to reduce noise levels at sensitive receptor locations (EIR at 4.11-21).

- MM 4.11-1 Prior to issuance of any grading and building permits, the City of Lancaster shall review grading and building plans to ensure the following notes are included on the plans. Project contractors shall be required to comply with these notes and maintain written records of such compliance that can be inspected by the City of Lancaster upon request.
- a) All construction activities and haul truck deliveries shall adhere to Chapter 8.24.040 of the City of Lancaster Municipal Code, which prohibits construction activities that make loud noise from occurring 8:00 p.m. and 7:00 a.m. and on Sundays within five hundred (500) feet of an occupied dwelling, apartment, hotel, mobile home or other place of residence.
 - b) All construction equipment, fixed or mobile, shall be equipped with properly operating and maintained mufflers, consistent with manufacturer's standards. The construction contractors shall place all stationary equipment so that emitted noise is directed away from the noise sensitive receivers nearest the Project site.
 - c) Construction equipment staging areas shall be located such that a minimum distance of 100 feet is maintained between construction-related noise sources and noise-sensitive receivers.
 - d) The construction contractor shall design a haul route exhibit that includes delivery routes that minimize the exposure of sensitive land uses or residential dwellings to delivery truck-related noise.

The implementation of Mitigation Measures MM 4.11-2 and MM 4.11-3 would require a minimum 6-foot high noise barrier for outdoor living areas and a windows-closed condition to meet the City's interior noise standard. These Mitigation Measures are listed below, are adopted and incorporated into the MMRP for the Project, and will be implemented as specified therein.

- MM 4.11-2. Minimum 6-foot high noise barriers for outdoor living areas (rear yards) shall be constructed for residential lots located adjacent to Avenue K, 70th Street West, 65th Street West, and Avenue K. The noise barriers shall be constructed so that the top of each wall extends to the recommended height above the pad elevation of the lot it is shielding. When the road is elevated above the pad elevation, the barrier shall extend to the recommended height above the highest point between the residential home and the road. The barriers shall provide a weight of at least 4 pounds per square foot of face area with no decorative cutouts or line-of-sight openings between shielded area and the roadways. The barriers shall present a solid face from top to bottom. Unnecessary openings or decorative cutouts shall not be made and all gaps (except for weep holes) shall be filled with grout or caulking. The noise barriers shall be constructed of a) masonry block; b) stucco veneer over wood framing (or foam core) or 1-inch thick tongue and groove wood of sufficient weight per square foot; c) glass (1/4-inch thick), or other transparent material with sufficient weight per square foot; d) earthen berm; or e) any combination of these construction materials.

MM 4.11-3. Homes located on the following lots shall be required to implement the conditions specified below.

- lots 14 to 33, 407 to 424, and 485 to 501 adjacent to Avenue K;
- lots 34, 35, 49, 50, 65, 66, 81, 82, 171 to 191 adjacent to 70th Street West;
- lots 471 to 484, 682 to 693 adjacent to 65th Street West;
- lots 192, 206 to 216, 298 to 304, 640, 641, 652, 653, 664, 665, 671 to 681 adjacent to Avenue K-8.

a) Windows: All windows and sliding glass doors shall be well fitted, well weather-stripped assemblies and shall have a minimum sound transmission class (STC) rating of 27.

b) Doors: All exterior doors shall be well weather-stripped solid core assemblies at least one and three-fourths-inch thick.

c) Roof: Roof sheathing of wood construction shall be well fitted or caulked plywood of at least one-half inch thick. Ceilings shall be well fitted, well-sealed gypsum board of at least one-half inch thick.

d) Attic: Attic vents should be oriented away from Avenue K, 70th Street West, 65th Street West, and Avenue K-8. If such an orientation cannot be avoided, then an acoustical baffle shall be placed in the attic space behind the vents. Insulation with at least a rating of R-19 shall be used in the attic space.

e) Ventilation: A means of mechanical ventilation is required. When any habitable room is in use, arrangements shall be such that circulated air is received when any exterior door(s) or window(s) are closed. A forced air circulation system (e.g. air conditioning) or active ventilation system (e.g. fresh air supply) shall be provided which satisfies the requirements of the Uniform Mechanical Code.

2.2.4 Impacts Determined by the EIR to be Significant and Unavoidable

As discussed in Section 4.0, *Environmental Analysis*, of the EIR, the proposed Project would result in significant adverse environmental effects that cannot be mitigated to below levels of significance after the implementation of Project design features, mandatory regulatory requirements, and feasible mitigation measures.

Noise

A. *Result in exposure of persons to or generation of noise levels in excess of standards*

Potentially Significant Impact (Off-Site Transportation Related-Noise)

The Project has the potential to expose persons to or generate noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies (Threshold a).

Findings

Based on the entire record, the City finds that, before mitigation, the off-site traffic associated with the Project would increase noise levels along Project area roadways resulting in a significant direct impact regarding off-site transportation-related noise. The City finds that no feasible mitigation is available to reduce the Project's off-site traffic noise impact to less than significant due to specific economic, legal, social, technological, or other considerations

Facts in Support of the Findings

Under the Existing with Project condition, the proposed Project would increase traffic noise by 3.1 dBA CNEL along West Avenue K west of 62nd Street West (roadway segment 16). In addition, the Project would increase traffic noise by greater than 1.5 dBA CNEL along Avenue K east of 62nd Street West (roadway segment 17), east of 60th Street West (roadway segment 18), west of 50th Street West (roadway segment 19), and West Avenue L east of 60th Street West (roadway segment 27). Because noise levels already exceed 65 dBA CNEL along these roadways, the Project's noise level increase of 1.5 dBA CNEL or more is considered a significant direct impact (EIR at 4.11-21). No feasible mitigation measures are available to reduce the transportation-related noise impact to residential homes fronting on or near Roadway Segments 16 to 19 and 27. The only way to feasibly reduce the impact would be to temporarily increase the height of existing masonry walls located along Avenue K, or construct new temporary sound attenuation walls near residences along Avenue K. This impact is considered a significant and unavoidable direct impact in the near-term (EIR at 4.11-23.) Thus, this impact would be significant and unavoidable.

C. *Result in a substantial permanent increase in ambient noise*

Potentially Significant Impact (Off-Site Transportation Related-Noise)

The Project has the potential to result in a substantial increase in ambient noise levels in the project vicinity above levels existing without the project (Threshold c).

Findings

Based on the entire record, the City finds that, before mitigation, the off-site traffic associated with the Project would increase noise levels along Project area roadways resulting in a significant direct impact regarding off-site transportation-related noise. The City finds that no feasible mitigation is available to reduce the Project's off-site traffic noise impact to less than significant due to specific economic, legal, social, technological, or other considerations

Facts in Support of the Findings

Under the Existing with Project condition, the proposed Project would increase traffic noise by 3.1 dBA CNEL along West Avenue K west of 62nd Street West (roadway segment 16). In addition, the Project would increase traffic noise by greater than 1.5 dBA CNEL along Avenue K east of 62nd Street West (roadway segment 17), east of 60th Street West (roadway segment 18), west of 50th Street West (roadway segment 19), and West Avenue L east of 60th Street West (roadway segment 27). Because noise levels already exceed 65 dBA CNEL along these roadways, the Project's noise level increase of 1.5 dBA CNEL or more is considered a significant direct impact (EIR at 4.11-21). No feasible mitigation measures are available to reduce the transportation-related noise impact to residential homes fronting on or near Roadway Segments 16 to 19 and 27. The only way to feasibly reduce the impact would be to temporarily increase the height of existing masonry walls located along Avenue K, or construct new temporary sound attenuation walls near residences along Avenue K. This impact is considered a significant and unavoidable direct impact in the near-term (EIR at 4.11-23.) Thus, this impact would be significant and unavoidable.

D. Result in exposure to or generation of noise levels in excess of standards

Potentially Significant Impact (Off-Site Transportation Related-Noise)

The Project has the potential to result in a substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project (Threshold d).

Findings

Based on the entire record, the City finds that, before mitigation, the off-site traffic associated with the Project would increase noise levels along Project area roadways resulting in a significant direct impact regarding off-site transportation-related noise. The City finds that no feasible mitigation is available to reduce the Project's off-site traffic noise impact to less than significant due to specific economic, legal, social, technological, or other considerations

Facts in Support of the Findings

Under the Existing with Project condition, the proposed Project would increase traffic noise by 3.1 dBA CNEL along West Avenue K west of 62nd Street West (roadway segment 16). In addition, the Project would increase traffic noise by greater than 1.5 dBA CNEL along Avenue K east of 62nd Street West (roadway segment 17), east of 60th Street West (roadway segment 18), west of 50th Street West (roadway segment 19), and West Avenue L east of 60th Street West (roadway segment 27). Because noise levels already exceed 65 dBA CNEL along these roadways, the Project's noise level increase of 1.5 dBA CNEL or more is considered a significant direct impact (EIR at 4.11-21). No feasible mitigation measures are available to reduce the transportation-related noise impact to residential homes fronting on or near Roadway Segments 16 to 19 and 27. The only way to feasibly reduce the impact would be to temporarily increase the height of existing masonry walls located along Avenue K, or construct new temporary sound attenuation walls near residences along Avenue K. This impact is considered a significant and unavoidable direct impact in the near-term (EIR at 4.11-23.) Thus, this impact would be significant and unavoidable.

Transportation and Traffic

- A. *Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass-transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit*

Potentially Significant Impact

The Project has the potential to have direct and cumulatively considerable impacts to local roadway facilities during the operation of the Project (Threshold a).

Findings

Based on the entire record, the City finds that, before mitigation, the traffic generated by the Project would result in level of service deficiencies and direct impacts at two intersections and one roadway segment as well as a cumulatively considerable impact on the forecasted level of service at 16 intersections and 14 roadway segments. After mitigation there would be significant and unavoidable direct and cumulatively considerable impacts (EIR at 4.15-24 and 4.15-25).

Facts in Support of the Findings

In the Existing Plus Project traffic conditions, the proposed Project would result in a deficient level of service (LOS) in either the AM peak hour or PM peak hour at two of the study area intersections and one roadway segment during Project operation, which would result in a potentially significant direct impact to these roadway facilities (EIR at 4.15-13).

In the Opening Year Cumulative (2020) traffic conditions, the traffic generated by the proposed Project along with other projects and ambient growth in the Project area would result in a deficient LOS in either the AM peak hour or PM peak hour at sixteen study area intersections. Two of these intersections would operate at acceptable LOS without the Project but would operate at a deficient LOS with the contribution of the Project's operational traffic; whereas the remaining intersections would result in an increase of 0.020 in the volume to capacity (v/c) ratio with the contribution of the Project's operational traffic. Accordingly, the traffic generated by the proposed Project would result in a cumulatively considerable contribution of traffic to these facilities, resulting in a potentially significant cumulative impact.

The implementation of Mitigation Measures MM 4.15-1, MM 4.15-2, and MM 4.15-3 will reduce the Project's direct impacts to two intersections (55th Street West/ Avenue L and 50th Street West/ Avenue K) to below a level of significance. Additionally, Mitigation Measures MM 4.15-4, MM 4.15-5, MM 4.15-6, and MM 4.15-7 will address the Project's cumulatively considerable impacts to local roadway facilities through mitigation fee payments. However, there is no absolute assurance that all of the needed physical improvements will be covered by the City's impact fee ordinances and/or be in place before their levels of service drops to a deficient level. Future improvements to the cumulatively impacted facilities will be the responsibility of the City of Lancaster and/or the County of Los Angeles

to implement pursuant to Ordinance No. 507 and Resolution No. 89-193 (the traffic impact fee ordinance) and City Ordinance No. 339 and Resolution No. 02-171 (the traffic signal fee ordinance) and Ordinance No. 850, and through fair share fees collected for improvements that are not covered by the established fee ordinances. Because the timing of physical improvements is not assured and because there are no feasible mitigation measures available to reduce all of the cumulatively considerable impacts to these roadway facilities, the Project's cumulatively considerable impacts are regarded as significant and unavoidable. Assuming that the recommended improvements are implemented, all of the Project's cumulatively considerable impacts would be mitigated to less than significant.

- MM 4.15-1 Prior to the issuance of grading permits, the Project Applicant shall prepare and the City of Lancaster shall approve a temporary traffic control plan to be implemented during the Project's construction. The temporary traffic control plan shall comply with the applicable requirements of the California Manual on Uniform Traffic Control Devices. A requirement to comply with the temporary traffic control plan shall be noted on all grading and building plans and also shall be specified in bid documents issued to prospective construction contractors.
- MM 4.15-2 Prior to the issuance of the first certificate of occupancy for the Project, the City of Lancaster Engineering Department shall verify that a striped median for 2-stage gap clearance has been added at the 55th Street West / West Avenue L intersection. If this improvement has not been installed, the Project Applicant shall make the improvements. The improvement may be eligible for fee credits or reimbursements through City Ordinance No. 339 and Resolution No. 02-171 which establishes impact fees relating to the installation and upgrade of traffic signals (to be determined at the City's discretion).
- MM 4.15-3 Prior to the issuance of the first certificate of occupancy for the Project, the City of Lancaster Engineering Department shall verify that a single lane roundabout has been added to the 50th Street West / West Avenue K intersection. If the intersection improvement has not been installed, the Project Applicant shall install the roundabout. The Project Applicant may be eligible for a fee credit or reimbursement through City Ordinance No. 507 and Resolution No. 89-193, which establishes traffic impact fees (to be determined at the City's discretion).
- MM 4.15-4 The Project shall comply with the mandatory requirements of the City of Lancaster Ordinance No. 507 and Resolution No. 89-193, which establishes traffic impact fees. The purpose of the traffic impact fee is to collect funds to provide for street construction, including roadway purchase when necessary, utility relocation and installation, and other necessary items to complete the roadway construction through the City as determined by the Department of Public Works. Improvements constructed by Project may be eligible for a fee credit or reimbursement through the program (to be determined at the City's discretion).

- MM 4.15-5 The Project shall comply with the mandatory requirements of the City of Lancaster Ordinance No. 339 and Resolution No. 02-171 which establishes impact fees relating to the installation and upgrade of traffic signals. The traffic signal fee is intended to provide new traffic signals and/or modify existing traffic signals throughout the City as determined by the Department of Building and Engineering Services. Signals installed by the Project may be eligible for a fee credit or reimbursement through the program (to be determined at the City's discretion).
- MM 4.15-6 The Project shall comply with the mandatory requirements of the City of Lancaster Ordinance No. 850 and Resolution No. 06-163 and 08-99, which establishes traffic impact fees for Los Angeles County, which are required for projects within the City of Lancaster. The Los Angeles County traffic impact fee is intended to mitigate the adversely impacted existing local street/road system adjacent to the City boundaries within the County of Los Angeles.
- MM 4.15-7 In the event that any of the intersection improvements identified in the Project's Traffic Impact Analysis Report prepared by Urban Crossroads dated September 26, 2016 are not covered by one of the fee programs identified in MM 4.15-4, MM 4.15-5, or MM 4.15-6, the Project Applicant shall make a fair-share fee payment to the City of Lancaster prior to issuance of a certificate of occupancy, based on the Project's percentage of traffic that would utilize the intersection in 2020, as identified in Table 1-5 and Table 1-7 of the same report. Payments shall be based on nexus requirements contained in the Mitigation Fee Act (Govt. Code § 66000 et seq.) and 14 Cal. Code of Regs. § 15126.4(a)(4) and any other applicable provisions of law. Fair share funds shall only be collected by the City for those improvements that are not included in established fee programs identified in MM 4.15-4, MM 4.15-5, or MM 4.15-6. The City of Lancaster shall determine, at its discretion, which intersections/ facilities are covered by the fee programs identified in MM 4.15-4, MM 4.15-5, and MM 4.15-6.

B. Conflict with an applicable congestion management program

Potentially Significant Impact

The Project has the potential to have cumulatively considerable impacts to freeway mainline segments (SR-14) and on/off ramps associated with SR-14 that are designated as part of the regional congestion management program (CMP) (Threshold b).

Findings

Based on the entire record, the City finds that the proposed Project would result in a cumulatively considerable contribution toward LOS deficiencies along mainline segments of the SR-14 and at on/off ramps associated with SR-14. After mitigation there would be a significant and unavoidable cumulatively considerable impact (EIR at 4.15-25).

Facts in Support of the Findings

In the Opening Year Cumulative (2020) traffic conditions, the traffic generated by the proposed Project along with other projects and ambient growth in the Project area would result in a deficient LOS at the SR-14 northbound off-ramp at Avenue L because the Project's contribution of trips would exceed the threshold of 50 or more trips to a deficient LOS at this facility that would occur in the "without Project" condition. The proposed Project would also contribute 50 or more vehicular trips during the PM peak hour to the SR-14 mainline segment south of Avenue L, which is estimated to operate at a deficient LOS without the contribution of Project traffic. Additionally, the contribution of Project traffic would result in an LOS deficiency during the AM Peak Hour at the northbound SR-14 off-ramp and would contribute 50 or more vehicular trips during the PM peak hour to this off-ramp, exceeding the threshold of 50 or more trips.

All CMP facilities in the Project's study area, including SR-14 mainline segments, associated ramp merge/diverge areas, and ramps are under the jurisdiction of the California Department of Transportation (Caltrans). As such, the City of Lancaster cannot assure the construction of improvements to CMP facilities that may be needed to improve traffic flow. Furthermore, Caltrans does not have any funding mechanism in place to allow development projects to contribute a fair-share payment to contribute to future improvements and off-set cumulatively considerable traffic impacts. Thus, because there are no feasible mitigation measures available that would all of the cumulatively considerable impacts to these roadway facilities, the Project's cumulatively considerable impacts are regarded as significant and unavoidable.

2.3 Significant Irreversible Environmental Effects

Findings

Based on the entire record, the City finds that the Project would not cause an irreversible change that would result in a significant adverse effect to the environment.

Facts in Support of the Findings

Natural resources in the form of construction materials and energy resources would be used in the construction of the Project, but development of the Project site as proposed would have no measurable adverse effect on the availability of such resources, including resources that may be non-renewable (e.g., fossil fuels). Construction and operation of the Project would not involve the use of large sums or sources of non-renewable energy. Additionally, the Project is required by law to comply with the California Building Standards Code (CALGreen), compliance with which reduces a building operation's energy volume that is produced by fossil fuels. As discussed under Subsection 5.4 of the EIR, neither the Project nor any Project-related component would result in a wasteful consumption of energy. Accordingly, the Project would not result in a significant, irreversible change to the environment related to energy use (EIR at 5-1).

Implementation of the Project would commit future generations to a master-planned residential community with up to 753 dwelling units on the Project site. As demonstrated in the analysis presented throughout EIR Section 4.0, the land uses proposed by the Project would be compatible with existing and planned future land uses that surround the Project site and would not result in significant physical

environmental effects to nearby properties. Although implementation of the Project would cause unavoidable impacts to the environment associated with traffic, these effects would not commit surrounding properties to land uses other than those that are present under existing conditions or planned by the General Plans for the City of Lancaster and nearby jurisdictions including Palmdale and unincorporated Los Angeles County. For this reason, the Project would not result on a significant, irreversible change to nearby, off-site properties (EIR at 5-2).

Residential land uses are not normally associated with hazardous conditions that could cause or contribute to accidents that result in irreversible environmental damage; further, as concluded in the analysis, compliance with federal, state, and local regulations related to hazardous materials would be required of all contractors working on the property during the Project's construction and all users that occupy the Project's residences. As such, construction and long-term operation of the proposed Project would not have the potential to cause significant irreversible damage to the environment, including damage that may result from upset or accident conditions (*Ibid.*).

2.4 Growth Inducing Impacts of the Proposed Project

Findings

The Project's potential to result in growth-inducing impacts is discussed in detail in Subsection 5.3 of the EIR. Based on the entire record, the City finds that the Project would not directly or indirectly induce growth in the surrounding area which could result in a significant adverse effect to the environment.

Facts in Support of the Findings

Population growth would likely take place as a result of the Project's operation as a residential community, which would result in an anticipated new population of 2,425 persons based on a population generate rate of 3.22 persons per household. However, the Project site is currently designated for residential land uses in the City of Lancaster General Plan; therefore, the anticipated population would represent the planned growth that was envisioned for the Project site as identified in the General Plan. The Project's construction-related employees would purchase goods and services in the region, but any secondary increase in employment associated with meeting these goods and services needs would be marginal, accommodated by existing goods and service providers, and highly unlikely to result in any new physical impacts to the environment (*Ibid.*).

The area surrounding the Project site includes a mix of built-out residential communities and vacant land. The Project is limited to the Project site's boundaries, with the exception of off-site utility installation needed to accommodate the Project, and the Project does not include any components that would indirectly affect existing or planned uses on neighboring properties. Accordingly, the Project would not induce growth in the City of Lancaster that was not already planned for in the General Plan (EIR at 5-3).

The development of the Project would be consistent with the General Plan Land Use designation for the Project site. Therefore, it is unlikely, speculative, and not reasonably foreseeable that the Project would induce growth in the form of new population growth, additional economic activity, or

employment beyond the levels that were assumed in the General Plan that would result in measurable impacts on the off-site physical environment (*Ibid.*).

2.5 Project Alternatives

2.5.1 Alternatives Considered and Rejected

An EIR is required to identify any alternatives that were considered by the Lead Agency but were rejected as infeasible. Among the factors described by CEQA Guidelines § 15126.6 in determining whether to exclude alternatives from detailed consideration in the EIR are: a) failure to meet most of the basic project objectives, b) infeasibility, or c) inability to avoid significant environmental impacts. With respect to the feasibility of potential alternatives to the proposed Project, CEQA Guidelines § 15126.6(f) (1) notes:

“Among the factors that may be taken into account when addressing the feasibility of alternatives are site suitability, economic viability, availability of infrastructure, general plan consistency, other plans or regulatory limitations, jurisdictional boundaries...and whether the proponent can reasonably acquire, control or otherwise have access to the alternative site...”

In determining an appropriate range of alternatives to be evaluated in this EIR, alternative sites were considered and, as discussed below, rejected. Alternatives can be dismissed from analysis because either: 1) they could not accomplish the basic objectives of the Project, 2) they would not have resulted in a reduction of significant adverse environmental impacts, or 3) they were considered infeasible to construct or operate. A summary of the alternatives that were considered but rejected from further evaluation are described below (EIR at 6-4).

A. Alternative Sites

CEQA does not require that an EIR always include an analysis of alternative sites. However, if the surrounding circumstances make it reasonable to consider an alternative site then this alternative should be considered and analyzed in the EIR. In making the decision to include or exclude analysis of an alternative site, the “key question and first step in analysis is whether any of the significant effects of the project would be avoided or substantially lessened by putting the project in another location. Only locations that would avoid or substantially lessen any of the significant effects of the project need to be considered for inclusion in the EIR” (CEQA Guidelines § 15126.6(f) (2)) (EIR at 6-4 and 6-5).

Under existing conditions, the Project site is comprised of disturbed land, characterized by both past and recent disturbance and maintenance, including abandoned agriculture (GLA, 2015, p. 15). Specifically, under existing conditions, the approximately 237.25 gross-acre Project site is undeveloped and vacant and contains no habitable structures. Remnants of a few unpaved roads cross the subject property from north to south and from east to west. Two dry bermed irrigation ponds associated with the former agricultural use exist on the subject property. One former irrigation pond is located at the southwest corner of the subject property and the second former irrigation pond is located in the west-central portion of the property. Three water wells and concrete water well pads exist on the western portion of the subject property. A large utility pad exists at the northwestern corner of the subject property with individual boxes for telephone, cable, and electrical services. One

utility pole is located along the northwestern edge of the subject property along West Avenue K. Trees exist along the western boundary of the subject property adjacent to 70th Street West and a shallow perennial drainage creek exists in the east-central portion of the subject property running north to south across the property into a storm drain (EIR at 6-5).

Based on review of aerial photography, the City of Lancaster General Plan 2030, and a list of approved/pending development proposals in the nearby areas of the City of Lancaster and Los Angeles County (refer to Figure 4-1, Cumulative Development Projects Location Map, in EIR Section 4.0), there are no other available, undeveloped properties of similar size (approximately 237 acres), that the Project Applicant currently owns or has the reasonable possibility of having the ability to control that would have fewer developmental and environmental constraints than the Project site evaluated in this EIR. Additionally, the development of the Project in an alternate location would be likely to have similar impacts as would occur with implementation of the Project at its proposed location, with the potential for greater impacts in several subject areas if the alternative site were to be located further from available infrastructure or contain sensitive environmental resources. The Project site has been disturbed by past agricultural activity and contains few sensitive environmental resources in its existing condition (EIR at 6-5).

2.5.2 Project Alternatives Evaluated in the EIR

A. *No Project/No Development Alternative*

The No Project/No Development Alternative considered no development/disturbance on the Project site beyond that which occurs under existing conditions.

Findings

Based on the entire record, the City finds that the No Project/No Development Alternative is environmentally superior to the Project, but would not attain any of the objectives for the Project. Accordingly, the City rejects the No Project/No Development Alternative.

Facts in Support of the Findings

Implementation of the No Project/No Development Alternative would avoid all of the Project's significant impacts to the environment with the exception of impacts associated with land use and planning and erosion and sedimentation, which would be increased. The No Project/No Development Alternative would fail to meet all of the Project's objectives. Further, the No Project/No Development Alternative would not adopt a Specific Plan as a mechanism for implementing the City's long-term goals and objectives for the Project site, it would fail to make productive use of the site by developing a master-planned community, it would not provide neighborhood parks and it would not increase the availability of single-family residential housing stock in the City of Lancaster (EIR at 6-13.).

B. *No Project / Return to Agricultural Land Use Alternative*

The No Project/Return to Agricultural Land Use Alternative considered the reestablishment of the previous agricultural use of the Project site.

Findings

Based on the entire record, the City finds that the No Project/Return to Agricultural Land Use Alternative would reduce the Project's potentially significant and unavoidable (near-term) impacts after mitigation (off-site transportation-related noise). During the long-term operation of the No Project/Return to Agricultural Land Use Alternative, there would be a substantial reduction in the number of vehicle trips that would be generated by uses on the Project site, which would result in a reduction of off-site vehicular noise along roadways within the study area. The City finds that the No Project/Return to Agricultural Land Use Alternative would have a similar less than significant impact as the Project regarding biological resources, cultural resources, public services and transportation and traffic. The City finds that under the No Project/Return to Agricultural Land Use Alternative, the Project's less than significant impacts to aesthetics, agricultural and forest resources, greenhouse gas emissions, population and housing, recreation, and utilities/service systems would be avoided. The City finds that the No Project/Return to Agricultural Land Use Alternative would have increased impacts compared to the Project regarding hazards/hazardous materials and hydrology/water quality. The City finds that for the topics of air quality and geology and soils, the No Project/Return to Agricultural Land Use Alternative would avoid some impacts, while increasing other impacts. The City also finds that the No Project/Return to Agricultural Land Use Alternative would meet only six of the Project's ten objectives. Accordingly, the City rejects the No Project/Return to Agricultural Land Use Alternative.

Facts in Support of the Findings

Implementation of the No Project/Return to Agricultural Land Use Alternative would avoid the Project's less-than-significant impacts associated with aesthetics, agricultural/forestry resources, greenhouse gas emissions, population and housing, recreation, and utilities and service systems. The Project's significant impacts that require mitigation include: air quality (short term VOC emissions associated with construction), biological resources (burrowing owl and nesting birds), noise (off-site and on-site operational noise), and transportation and traffic (direct and cumulatively considerable impacts to levels of service during operation). All potentially significant impacts would be mitigated to below a level of significance with the exception of impacts associated with noise (near-term operational) and transportation and traffic (operational), which would be significant and unavoidable. The No Project/Return to Agricultural Use Alternative increases the potential for environmental impacts associated with air quality (fugitive dust during operation), geology and soils (soil erosion during operation), hazards and hazardous materials (operational use of hazardous materials in the form of fertilizers and pesticides), hydrology and water quality (increased erosion and sedimentation), and land use and planning (not consistent with the City's General Plan) (EIR at pages 6-15 through 6-18).

The City also finds that the No Project/Return to Agricultural Land Use Alternative would only meet six of the Project's 10 objectives (Objectives B, C, E, G, I, and J) (EIR at 6-37 and 6-38). Among the objectives that the No Project/No Development Alternative would fail to meet, this Alternative would not result in the adoption of a Specific Plan as a mechanism for implementing the City's long-term goals and objectives, it would fail to make productive use of the site by developing a master-planned community, it would not provide neighborhood parks, and it would not increase the availability and diversity of single-family residential housing stock in the City of Lancaster (EIR at 6-21).

C. *No Project/Development Based on Approved Land Uses Alternative*

The No Project/Development Based on Approved Land Uses Alternative considered development of the Project site with a residential subdivision and associated uses that were previously approved under TTM No. 53229, resulting in the development of 745 single-family residential units as well as a 28.05-acre park on the Project site.

Findings

Based on the entire record, the City finds that the No Project/Development Based on Approved Land Uses Alternative would reduce the Project's less than significant impacts to air quality and greenhouse gas emissions. The City finds that the No Project/Development Based on Approved Land Uses Alternative would have similar less than significant impacts associated with aesthetics, agriculture/forestry resources, biological resources, cultural resources, geology and soils, hazards/hazardous materials, hydrology/water quality, population/housing, public services, recreation, and utilities/service systems. The City finds that under the No Project/Development Based on Approved Land Uses Alternative, there would be a reduction in impacts associated with noise and a similar impact regarding transportation and traffic. The City also finds that the No Project/Development Based on Approved Land Uses Alternative would meet only six of the Project's ten objectives. Accordingly, the City rejects the No Project/Development Based on Approved Land Uses Alternative.

Facts in Support of the Findings

Implementation of the No Project/Development Based on Approved Land Uses Alternative would not avoid any of the Project's significant impacts to the environment, including impacts that would be significant and unavoidable (operational noise and traffic impacts). All potentially significant impacts would be mitigated to below a level of significance with the exception of impacts associated with noise (near-term operational) and transportation and traffic (operational), which would be significant and unavoidable. The No Project/Development Based on Approved Land Uses Alternative would nominally reduce the potential for impacts associated with air quality (operational), greenhouse gas emissions, noise (operational), and transportation and traffic. (EIR at 6-27).

The No Project/Development Based on Approved Land Uses Alternative would fail to meet four of the Project's objectives. Specifically, the No Project/Development Based on Approved Land Uses Alternative would not meet the Project's objectives to adopt a Specific Plan as a mechanism for implementing the City's long-term goals and objectives, to diversify the range of single-family residential lot sizes and home sizes available in a single master-planned community to offer home ownership opportunities attainable to a variety of household types and income levels, to provide a highly walkable residential community with traditional and meandering sidewalks that encourage pedestrian movement, and to introduce traffic calming features in new roadway design (EIR at 6-28).

D. *Reduced Density Alternative*

The Reduced Density Alternative contemplated the development of a residential community that would be similar to the Project, but would have a reduced overall residential density when compared to the Project. Under the Reduced Density Alternative, 693 residential homes with uniform lot sizes would

be developed on the Project site, which is 65 fewer homes than the Project's proposed 758 homes and less diverse than the Project's proposed range of lot sizes.

Findings

Based on the entire record, the City finds that the Reduced Density Alternative to be environmentally superior to the Project because it would reduce the Project's less than significant impacts to air quality, greenhouse gas emissions, population/housing, and utilities/service systems. The City finds that under the Reduced Density Alternative, the same amount of land area would be disturbed for development and there would be a similar less-than-significant impact to aesthetics, agriculture/forestry resources, biological resources, cultural resources, geology/soils, hazards/hazardous materials, hydrology/water quality, land use/planning, public services, and recreation. The City also finds that the Reduced Density Alternative would have an incrementally reduced noise impact and an incrementally reduced but similar transportation/traffic impact due to the development of 65 fewer homes. The City finds that the Reduced Density Alternative would meet nine of the Project's ten objectives. Of the nine objectives that would be met, two would be less effectively met by this alternative due to the provision of 65 fewer homes, including the objective to make productive use of vacant property and the objective to increase available single family residential housing stock in the City of Lancaster. The Project objective that would not be met by the Reduced Density Alternative is the objective to diversify the range of residential lot and home sizes on the property in order to offer home ownership opportunities attainable to a variety of household types and income levels. Because there would be no residential lot size diversification under the Reduced Density Alternative, home sizes and sales prices would be relatively uniform across the entire Project site, which would attract potential buyers at a slower rate than would occur if a range of lot sizes and home sizes were offered. With a slower pace of home sales, the time period over which construction-related impacts would occur would be extended, including but not limited to construction-related dust and noise. Also, building fewer homes on the Project site under the Reduced Density Alternative would not reduce housing demand in the Lancaster area. Thus, the selection of this alternative would likely displace the impacts lessened on the Project site to other properties, where homes would be built to accommodate the market demand for housing. Further, implementation of the Reduced Density Alternative would incrementally reduce, but not avoid any of the Project's significant impacts to the environment, including impacts that would be significant and unavoidable. The Project's significant impacts include: air quality (short term construction), biological resources (burrowing owl and nesting birds), noise (off-site and on-site operational noise), and transportation and traffic (direct and cumulatively considerable impacts to levels of service during operation) (EIR at 6-34). Accordingly, the City rejects the Reduced Density Alternative.

Facts in Support of the Findings

The Reduced Density Alternative would not avoid any of the Project's significant impacts to the environment, including impacts that would be significant and unavoidable. However, because the Reduced Density Alternative would result in a lower land use intensity within the Project site, the Reduced Density Alternative would incrementally reduce the potential for impacts associated with air quality (operational), greenhouse gas emissions, noise (operational), and transportation and traffic, and utilities and service systems. The Reduced Density Alternative would not increase the potential for any impacts when compared to the proposed Project. The City also finds that the Reduced Density Alternative would meet nine of the Project's 10 objectives (Objectives A-C and E-J, although

Objectives B and J would be met less effectively as compared to the proposed Project), but would not meet Objective D, which is an objective to diversify the range of single-family residential lot sizes and home sizes available in a single master-planned community to offer home ownership opportunities attainable to a variety of household types and income levels. This objective would not be met because each of the residential Planning Areas under the Reduced Density Alternative would be developed with the same residential density, which would restrict the availability of a diversified range of housing types within the Project site (EIR at 6-35.)

3.0 Statement of Overriding Considerations

This Section specifically addresses §15093 of the CEQA Guidelines, which requires the City, acting as the Lead Agency, to balance the benefits of the Project against its significant and unavoidable adverse environmental impacts and determine whether the benefits which will accrue from the development of the Project outweigh its significant and unavoidable impacts. If the City finds that the major benefits of the Project outweigh its significant and unavoidable adverse environmental impacts, the City may approve the Project. Each of the separate benefits listed below are hereby determined to be, in itself, and independent of the Project's other benefits, the basis for overriding all significant and unavoidable environmental impacts identified in the EIR.

As set forth in Section 2.0, above, the EIR identified all of the Project's adverse environmental impacts and mitigation measures that can reduce the Project's impacts to less than significant levels where feasible, or to the lowest feasible levels. Mitigation imposed by the City must have a proportional nexus to the Project's impacts. As further set forth in Subsection 2.2.2, the EIR presents evidence that implementing the Project would cause or contribute to impacts that would remain significant and unavoidable even after the imposition of all feasible mitigation measures. Finally, as set forth in Subsection 2.5, there are no feasible alternatives to the Project that would mitigate the Project's significant and unavoidable impacts to less than significant levels or avoid those environmental impacts while still attaining most of the Project's basic objectives. Based on the facts presented throughout this document, the City makes the following finding:

□ Finding

As the CEQA Lead Agency for the proposed Project, the City has reviewed the Project description and the alternatives to the Project, as presented in the EIR, and the City fully understands the Project and its alternatives. Further, the City finds that all potential adverse environmental impacts and all feasible mitigation measures to reduce the impacts from the Project have been identified in the Draft EIR, Final EIR, and public testimony. Having considered the potential for the Project to cause or contribute to significant and unavoidable adverse impacts to Noise and Transportation/Traffic, the City hereby determines that all feasible mitigation measures with proportional nexus to the Project's impacts have been adopted to reduce or avoid the significant and unavoidable impacts identified in the EIR, and that no additional feasible mitigation is available to further reduce significant impacts. Further, the City finds that economic, social, and other considerations of the Project outweigh the Project's unavoidable impacts to Noise and Transportation/Traffic and that approval of the Project is appropriate. In making this finding, the City has balanced the benefits of the Project against its unavoidable environmental impacts, and has indicated its willingness to accept those effects. These benefits include the following:

- a. The Project will develop a vacant (formerly used for agricultural purposes) property with a master-planned residential community, which will assist the City in achieving numerous General Plan Objectives and Policies, including but not limited to: Objective 6.1 (to provide adequate sites that will enable the production of 2,510 housing units through September 2021) and Policy 6.1.1 (to ensure that a mix of housing types are provided).

- b. The Project will result in the approval of a specific plan that would fulfill the City's vision for the orderly development of the Project site that is evidenced by the City's establishment of a Specific Plan overlay that encompasses the Project site.
- c. The Project will result in the development and operation of 10.4 acres of active parkland and 11.9 acres of open space for the benefit of the future residents of the Avanti North project.
- d. The Project would result in the development of a walkable residential community that accommodates pedestrian movement through the neighborhoods to surrounding land uses along traditional and meandering sidewalks with parkways along every street and walkways that are designed to lead from the ends of roadway cul-de-sacs to the street-side sidewalk network. The pedestrian circulation improvements will benefit the future residents of the project site and the general public from the surrounding area.
- e. The Project will construct major infrastructure improvements (i.e., roadways, landscaped parkways and medians, domestic water, sewer, street lights, traffic signals), which will benefit the general public and future development in the surrounding area.
- f. The Project will redevelop a vacant property, thereby eliminating the potential threats of continued vacancy, neglect, and blight that could occur if the property is not developed.

4.0 Additional Facts on Record

4.1 Adoption of a Monitoring Plan for Mitigation Measures

Pursuant to § 21081.6 of the Public Resources Code the City hereby adopts the Mitigation Monitoring and Reporting Program ("MMRP") for the Avanti North project. The City finds that the MMRP is designed to ensure compliance with the changes (i.e., mitigation measures) imposed on the Project to mitigate or avoid effects on the environment during Project implementation. The MMRP is on file with the City's Community Development Division, located at 44933 Fern Avenue, Lancaster, CA 93534.

4.2 Custodian of Record

The documents and materials that constitute the record of proceedings on which these findings are located at the City of Lancaster, Community Development Division, 44933 Fern Avenue, Lancaster, CA 93534. This information is provided in compliance with Public Resources Code § 21081.6.

ORDINANCE NO. 1030

AN ORDINANCE OF THE CITY OF LANCASTER, CALIFORNIA, ADOPTING THE AVANTI NORTH SPECIFIC PLAN (SP NO. 15-01) ON 237.25± GROSS ACRES BOUNDED BY AVENUE K, 62ND STREET WEST, AVENUE K-8, AND 70TH STREET WEST

WHEREAS, CV Communities, LLC, has filed a request for approval of the Avanti North Specific Plan (SP No. 15-01) pursuant to Section 65450 et. seq. of the Government Code of the State of California; and

WHEREAS, notice of intention to consider the specific plan was given as required in Section 17.36.020.A of the Lancaster Municipal Code, and Sections 65854 and 65905 of the Government Code of the State of California; and

WHEREAS, Staff has conducted necessary investigations to ensure the proposed specific plan would be consistent with the purposes of the City's General Plan and the regulations of the Lancaster Municipal Code, prepared a written report, and recommended that the specific plan request be approved; and

WHEREAS, public notice was provided as required by law, and a public hearing was held by the Planning Commission on June 19, 2017, at which meeting the Planning Commission voted to recommend to the City Council approval of SP No. 15-01; and

WHEREAS, a public hearing was held before the City Council on August 8, 2017, regarding the proposed specific plan; and

WHEREAS, the City Council hereby finds that the proposed specific plan may have effects on the environment, and incorporates, by reference, all environmental findings as included in Exhibit "A" of City Council Resolution No. 17-41; and

WHEREAS the City Council hereby makes the following findings in support of SP No. 15-01:

1. The proposed SP No. 15-01 is a mechanism for implementing the City's long-term goals and objectives, and is consistent with the General Plan land use designation of UR (Urban Residential)/SP Overlay for the subject property and with the provisions of 17.20.650 "Specific Plan Required" of the Zoning Ordinance.
2. A need for the Avanti North Specific Plan exists to establish the necessary development standards and guidelines for the development of a neighborhood that provides neighborhood parks, an interconnected system of sidewalks, and encourages a range of housing lot sizes and styles.
3. The particular property under consideration is a proper location for adoption of this specific plan, because it is of the size and shape to allow for the development of a major master planned community, and is located where adequate vehicular access will be available.

4. Adoption of SP No. 15-01 at such a location will be in the interest of public health, safety, and general welfare, and in conformity with good zoning practices, because adequate services, facilities, and infrastructure exist, or can be extended, to accommodate the proposed residential development.

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

Section 1. The City Council hereby adopts, by reference, all environmental findings contained in Exhibit "A" of City Council Resolution No. 17-41

Section 2. The City Council hereby approves SP No. 15-01, attached hereto as Exhibit "A".

Section 3. That the City Clerk shall certify to the passage of this Ordinance, and will see that it is published and posted in the manner required by law.

I, Britt Avrit, MMC, City Clerk of the City of Lancaster, do hereby certify that the foregoing ordinance was regularly introduced and placed upon its first reading on the 8th day of August, 2017, and placed upon its second reading and adoption at a regular meeting of the City Council on the ____ day of _____, 2017, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

APPROVED:

BRITT AVRIT, MMC
City Clerk
City of Lancaster

R. REX PARRIS
Mayor
City of Lancaster

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

CERTIFICATION OF ORDINANCE
CITY COUNCIL

I, _____, _____ City of Lancaster,
California, do hereby certify that this is a true and correct copy of the original Ordinance No.
1030, for which the original is on file in my office.

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

(seal)

EXHIBIT "A"
ORDINANCE NO. 1030

AVANTI NORTH SPECIFIC PLAN

Prepared for:

CITY OF LANCASTER
44933 Fern Avenue
Lancaster, CA 93534

Developed by:

CV COMMUNITIES, LLC
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Athena Bowyer

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JULY 2017

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I. INTRODUCTION

A. Overview of Avanti North

AVANTI NORTH is a 237.3-acre master-planned community containing five residential neighborhoods, two public neighborhood parks, open space, and a backbone roadway network in the City of Lancaster, California.

AVANTI NORTH’S five residential neighborhoods provide up to 753 detached, single-family homes on lots ranging in size from a minimum of 5,250 square feet (s.f.) to a minimum of 8,750 s.f. The assortment of lot sizes allows for a vibrant community with abundant housing choices, including homes attainable to young families, first-time buyers, members of the local labor force, and retirees. The variety of home sizes is further diversified by six complementary architectural styles to provide aesthetic variety throughout the community.

The two neighborhood parks are positioned within walking distance of every home to meet the recreational needs of community residents. To reach the parks, pedestrian circulation is encouraged by a network of traditional and meandering sidewalks along every street and walkways that extend from the ends of roadway cul-de-sacs to meet street sidewalks. Residents and visitors can easily walk in and between the neighborhoods and to the parks, and surrounding communities.

Prior to the approval of this Specific Plan, the City of Lancaster approved a tentative tract map covering the AVANTI NORTH property and additional property to the immediate south. The tract map subdivided the site for the development of 1,594 7,200 s.f. residential lots and one large park. Subsequently in 2010, the City of Lancaster updated their General Plan and applied a Specific Plan overlay to the property. In doing so, it was the City’s intent to encourage a walkable community with a greater diversification of lot sizes than was previously called for by the approved tract map. This Specific Plan satisfies that intent.

Refer to Table I-1, *Avanti North Specific Plan – Land Use Summary*, for a summary of the land uses provided in AVANTI NORTH.

Table I-1 Avanti North Specific Plan – Land Use Summary

Land Use	Acres
Residential Homes (up to 753 homes)	199.6
Neighborhood Parks (2)	10.4
Open Space / Basin	11.8
Master Plan Streets	15.5
Specific Plan Totals	237.3

B. Location of Avanti North

AVANTI NORTH is located on 237.3 acres in the northern portion of Los Angeles County, roughly in the center of the Antelope Valley and within the southwest portion of the City of Lancaster, California. The City of Palmdale is located to the south and unincorporated Los Angeles County surrounds the two cities. Refer to Figure I-1, *Regional Map*. The Antelope Valley is bounded by the Tehachapi Mountains to the northwest and the foothills of the San Gabriel Mountains to the southwest. As shown in Figure I-2, *Vicinity Map*, AVANTI NORTH is bordered by Avenue K to the north, 70th Street West to the west, Avenue K-8 to the south.

C. Guide to this Specific Plan

1. Statutory Authority for a Specific Plan

Specific plans are authorized by California Government Code §65450 et seq. A specific plan is a tool that local governments use to systematically implement their general plan for all or part of the area covered by the general plan. Effectively, specific plans establish a link between the implementing policies of a local government's general plan and the more specific goals for development in a defined geographic area. Specific plans can cover large or small areas and can contain any level of detail desired by the local agency.

California Government Code §65450 through §65454 establish the authority to adopt a specific plan, identify the required minimum contents of a Specific Plan, and mandate consistency with the local government's general plan. According to §65450, a specific plan shall, at minimum, include text and a diagram or diagrams which specify the following details:

- The distribution, location, and extent of the uses of land within the area covered within the specific plan area;
- The distribution, location, extent, and intensity of major circulation and utility services to be located within the plan area or that will be needed to service the specific plan area;
- Standards and criteria by which development will proceed, and standards for the conservation, development, and utilization of natural resources, where applicable;
- A schematic program of implementation measures indicating how public services will be financed; and
- A statement of the specific plan's relationship to the general plan.

California state law also provides for the inclusion of any other subject that, in the judgment of the local planning agency, is deemed necessary or desirable to implement the general plan, such as architectural or landscape design guidelines.

2. Severability Clause

All regulations, conditions, standards, and guidelines contained in this Specific Plan shall be deemed distinct and independent provisions of the Specific Plan. If any section, clause, phrase, or portion of this document is for any reason determined to be invalid by the decision of any federal or state court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Specific Plan.

3. Purpose of this Specific Plan

This Specific Plan provides the City of Lancaster with policies and guidelines to ensure the efficient, orderly development of the 237.3-acre AVANTI NORTH master-planned community. This Specific Plan addresses site specific details such as building setbacks and visual appearance, as well as community-wide vehicular and pedestrian circulation, energy conservation, landscaping, and the provision of utilities. It is also structured to provide the flexibility to respond to future conditions that may arise in the residential marketplace. With its requirements and flexibilities, the AVANTI NORTH Specific Plan also ensures that the community will meet or exceed City standards for environmental protection, infrastructure, site planning, and aesthetic quality.

This Specific Plan is a regulatory document and provides a means for implementing the City of Lancaster General Plan 2030 for the subject property. The policies and regulations contained in Section III, Planning Area Development Standards, serve as the zoning for AVANTI NORTH. All future development plans and entitlement applications (tract maps, site plans, and other similar entitlements) are required to comply with Section III and substantially conform to the standards and guidelines set forth in the other sections of document, as well as all other applicable City of Lancaster regulations.

4. Format and Content of this Specific Plan

This Specific Plan regulates and guides the development of the AVANTI NORTH master-planned community. The format of this Specific Plan is as follows:

- I. Introduction: Provides introductory information about AVANTI NORTH, the government authority to prepare specific plans, and the physical and setting and characteristics of the AVANTI NORTH property.
- II. Land Use, Infrastructure, and Approach to Development: Presents the AVANTI NORTH Land Use Plan and describes the land uses, infrastructure components (circulation, drainage, water, and sewer systems), open space and recreation elements, and plans for short-term grading and long-term maintenance.
- III. Planning Area Development Standards: Sets forth the zoning standards for each of the community's nine planning areas.

- ❑ IV. Landscape Plan and Guidelines: Provides guidance for landscaping, exterior lights, walls, and fencing. Included is a list of recommended plant materials, guidelines for landscaping along streets, at focal points, in open space/detention basin areas, and in the two neighborhood parks.
- ❑ V. Architectural Theme and Style Guidelines: Describes six complementary architectural themes that homebuilders in the AVANTI NORTH community are encouraged to use. Also provided is guidance on home plotting and architectural design variation to achieve visually interesting and diverse street scenes.
- ❑ VI. Specific Plan Administration: Defines procedures for determining conformance with this Specific Plan, amending the Specific Plan, and approving plans and permits that implement the Specific Plan.

5. Relationship of this Specific Plan to the City’s General Plan

The AVANTI NORTH Specific Plan and the City of Lancaster General Plan 2030 are mutually compatible. This Specific Plan provides development regulations, standards, and guidelines for implementing the City’s General Plan goals, objectives, and policies as they specifically apply to the AVANTI NORTH property. Listed below are applicable and relevant goals of the General Plan followed by a description of how the AVANTI NORTH Specific Plan is consistent with those relevant goals and policies:

Plan for Physical Development:

Goal 17:

To establish a variety of land uses which serve to develop Lancaster into a balanced and complete community in which people live, work, shop, and play.

Policies:

17.1.1 Maintain an adequate inventory of land for residential, commercial, employment, quasi-public, public and open space uses.

17.1.2 Provide sufficient land to accommodate a variety of housing types meeting the economic, lifestyle, and social needs of current and future residents.

Consistency: The AVANTI NORTH property is designated by the General Plan for Specific Plan land uses, and the AVANTI NORTH Specific Plan implements that land use designation. AVANTI NORTH’S five residential neighborhoods provide for a diverse inventory of up to 753 detached, single-family homes on a range of lot sizes that offer home ownership opportunities to a variety of household types and income levels. Two neighborhood parks are focal points of the community that complement other recreational uses in the surrounding area. This Specific Plan supports the City’s inventory and balance of land uses and contributes to the City’s ability to accommodate the diverse housing needs of current and future residents.

Goal 19:

To achieve an attractive and unique image for the community by creating a sustainable, cohesive and enduring built environment.

Policies:

19.2.2 Create walkable, mixed-use, transit-accessible neighborhoods and commercial districts that provide opportunities for young and old to live, work, shop, and recreate.

19.3.1 Promote high quality development by facilitating innovation in architecture/building design, site planning, streetscapes, and signage.

Consistency: The AVANTI NORTH Specific Plan features an interconnected system of sidewalks and pathways that link residents to the neighborhood parks and surrounding communities. A key component of the community's design is to create a highly walkable community. To enhance this key component, the neighborhoods are designed to provide pedestrian pathways between cul-de-sac bulbs and the sidewalks that occur along the community's roadway network. The Specific Plan includes guidelines for architectural design, landscape materials, entry monuments, fencing, and lighting to ensure that a contemporary and cohesive design theme is established and maintained.

D. Pre-Development Characteristics of the Property

1. Physical Characteristics

In its pre-development condition, the AVANTI NORTH Specific Plan site is vacant, disturbed land that slopes slightly from the south to north. The property contains no structures or other physically distinguishing characteristics.

2. Property Ownership and Entitlements

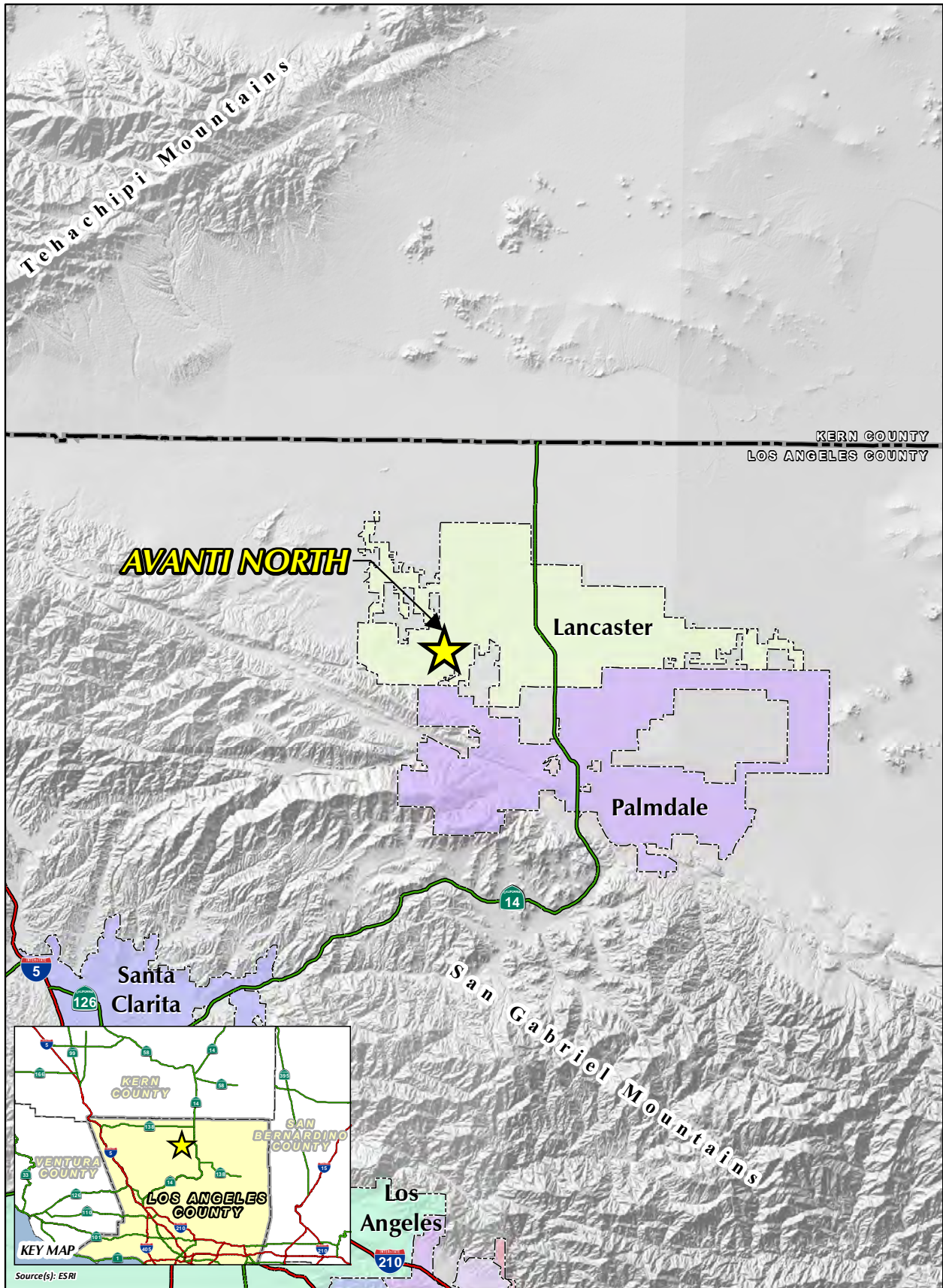
The AVANTI NORTH Specific Plan property is owned by Avanti North, LP, a Delaware Limited Partnership. Tentative Tract Map No. 53229 was previously approved for AVANTI NORTH, which subdivided the property into 1,594 residential lots having a minimum lot size of 7,200 square feet and one large park which also served as a temporary drainage basin.

3. Land Use and Zoning Designations

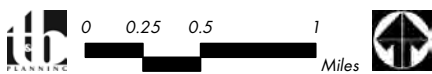
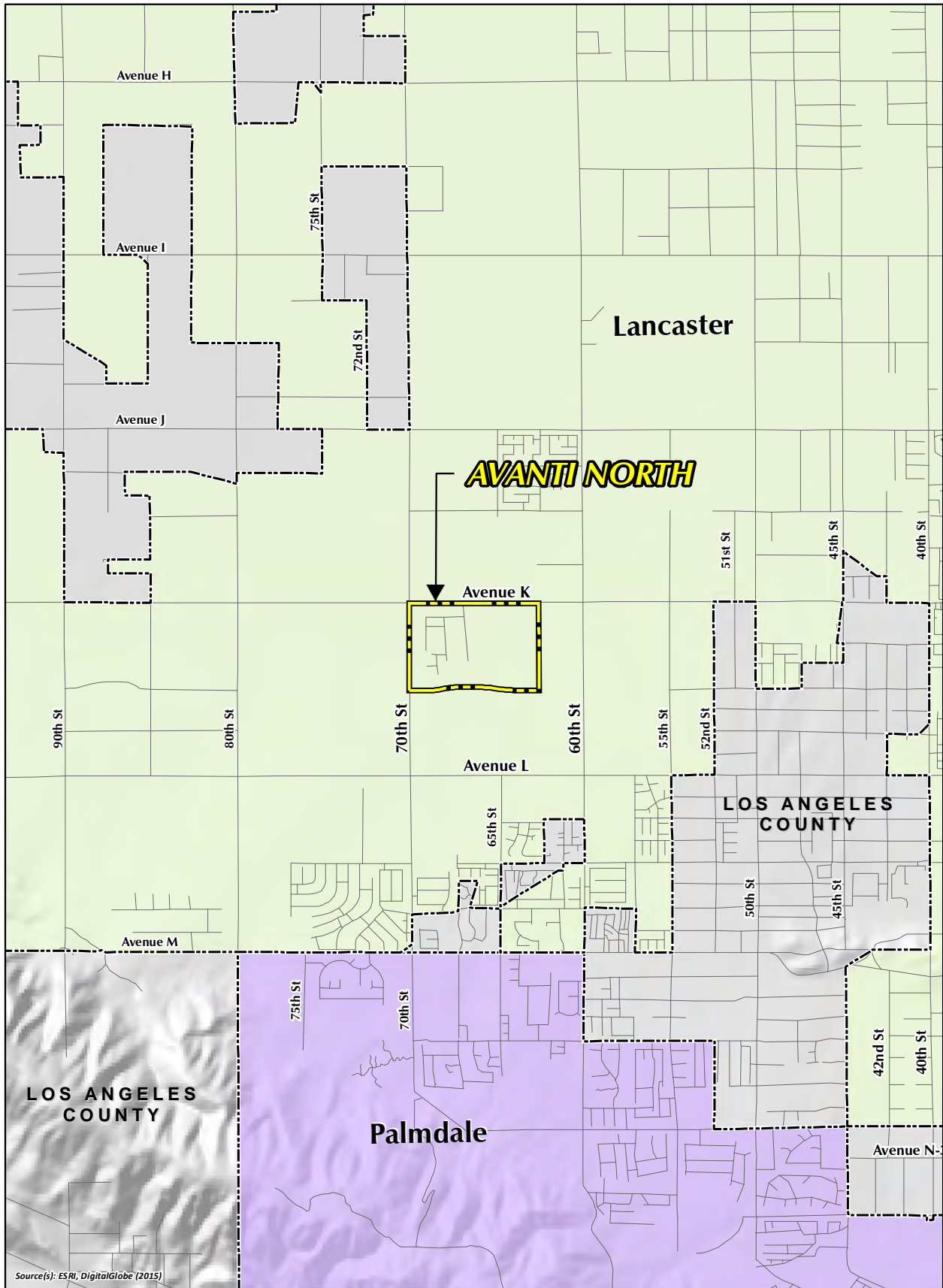
The City of Lancaster's General Plan 2030 designates the AVANTI NORTH property as Urban Residential with a Specific Plan Overlay. AVANTI NORTH is surrounded by land that is designated by the Lancaster General Plan as Urban Residential to the north, Non-Urban Residential and Commercial to the west, Specific Plan to the south, and Urban Residential to the east. Land to the south is subdivided by the same Tentative Tract Map No. 53229, which is not yet developed. The AVANTI NORTH property is zoned "Specific Plan."

4. Surrounding Context

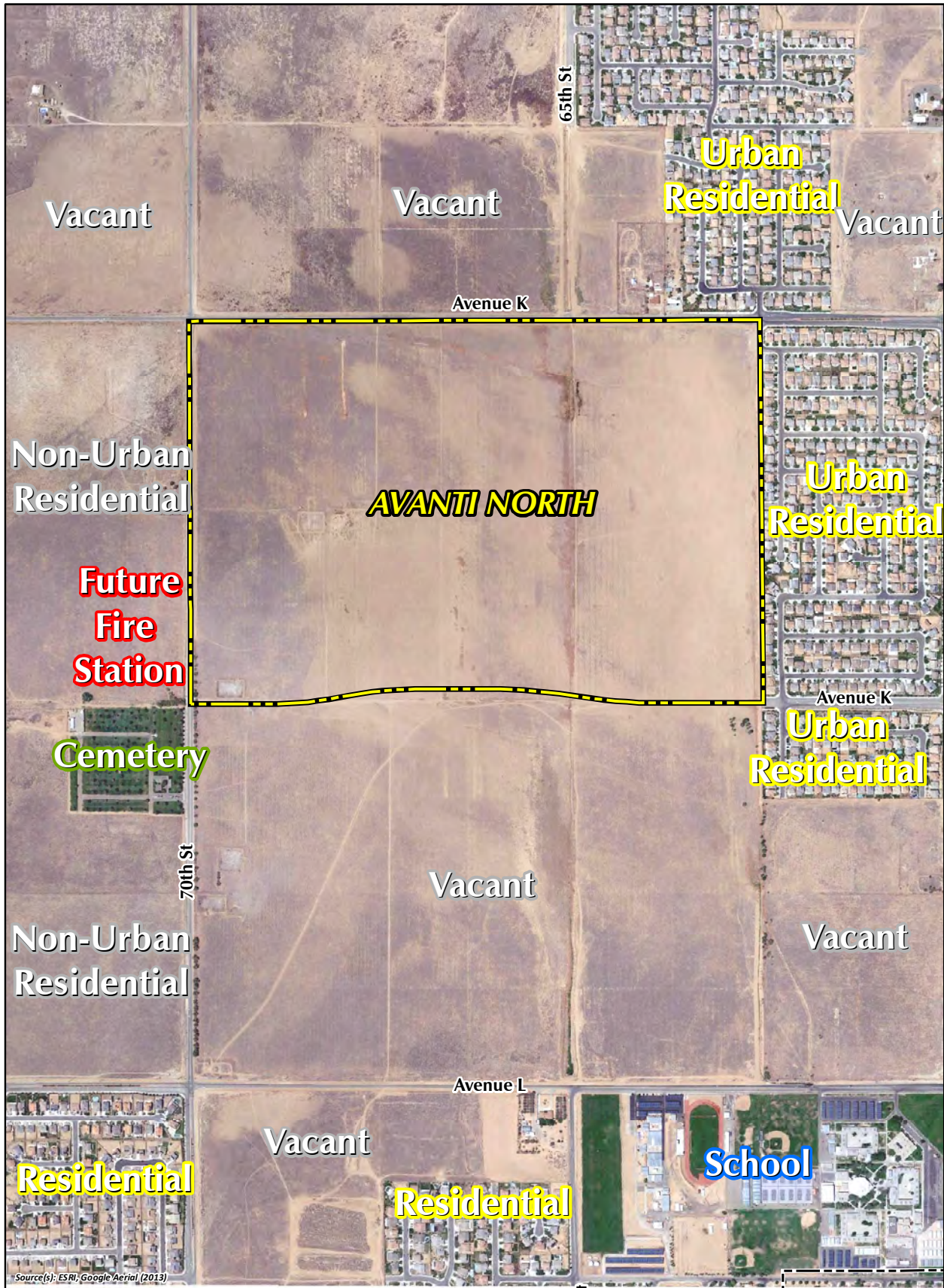
Figure I-3, *Surrounding Development*, shows that the property is adjacent to vacant land to the north, south, and west. A small cemetery is located on the opposite side of 70th Street West at Avenue K-8. Residential neighborhoods are located to the immediate east and to the northeast on the opposite side of Avenue K. Located approximately one-half mile south of AVANTI NORTH, along 60th Street West at the intersection with Avenue L, is Quartz Hill High School. AVANTI NORTH is in the attendance area of this school.



REGIONAL MAP



VICINITY MAP



SURROUNDING DEVELOPMENT

II. LAND USE, INFRASTRUCTURE, AND APPROACH TO DEVELOPMENT

A. Land Use Plan

1. Summary

AVANTI NORTH is a master-planned residential community featuring five neighborhoods, two neighborhood parks, roads, and open space used for storm water detention. For planning purposes, the geographic areas containing these land uses are designated as “planning areas” as shown on Figure II-1, *Specific Plan Land Use Plan* and summarized in Table II-1, *Detailed Land Use Summary*. The residential neighborhoods (Planning Areas A, B, C, D, and E) offer single family homes with a variety of lot sizes, home sizes, and architectural styles. Vibrancy and outdoor activity within AVANTI NORTH is enhanced by a walkable design; pedestrian connections link the residential neighborhoods to the two neighborhood parks (Planning Areas F and G), a meandering pathway along the open space (Planning Areas H and I) and the surrounding off-site area.

AVANTI NORTH’S five residential neighborhoods include up to 753 single-family detached homes at a gross density of 3.2 dwellings units per acre (du/ac). A different minimum lot size is required for each neighborhood. Lots gradually increase in size from the northwestern portion of the community (in Planning Area A where a minimum lot size of 5,250 s.f. is required) to the southeastern portion of the community (in Planning Area E where a minimum lot size of 8,750 s.f. is required). A conceptual arrangement of the lots is shown in Figure II-2, *Conceptual Residential Lotting Diagram*. The two neighborhood parks serve as activity nodes and social gathering spaces; they provide recreational amenities for residents and visitors and are sized at 4.1 and 6.3 acres to accommodate a variety of neighborhood-oriented passive recreational activities. The parks are conceptually designed to include features such as tot lots, open turf play areas, and shaded seating and picnic areas.

Either a traditional sidewalk or meandering sidewalk is provided along every street in the community. In addition, walkways are designed to lead from the ends of roadway cul-de-sacs to the street-side sidewalk network so that the cul-de-sacs do not restrict pedestrian movement. Vehicular access from outside of the community is provided from Avenue K to the north, Avenue K-8 to the south, 70th Street West to the west, and local roads in an existing residential community to the east. Master-planned streets account for 15.5 acres of AVANTI NORTH. Internal circulation is provided by the centrally-located and north/south oriented 65th Street West, flanked on both sides by an expanded streetscape with meandering walks. To slow traffic and enhance the identity of AVANTI NORTH, roundabouts are used where 65th Street West meets Avenue K-8 and where it meets Street “A.” Street “A” provides access and a view corridor to both neighborhood parks. Along the west side of 65th Street West is the community’s 12.1-acre open space area, which serves water detention purposes during storm events and also acts as an attractively designed visual amenity.

Table II-1 Detailed Land Use Summary

Planning Area	Land Use	Target Number of Dwelling Units (du)	Acres (ac)	Gross Density (du/ac)
Urban Residential				
A	5,250 s.f. Residential Lots ¹	150	31.5	4.8
B	6,050 s.f. Residential Lots ¹	148	35.5	4.2
C	6,900 s.f. Residential Lots ¹	156	42.7	3.8
D	7,800 s.f. Residential Lots ¹	156	47.4	3.3
E	8,750 s.f. Residential Lots ¹	137	42.5	3.2
Residential Subtotals		753	199.6	--
Non-Residential				
F	Neighborhood Park (west side)	--	6.3	--
G	Neighborhood Park (east side)	--	4.1	--
H	Open Space / Basin	--	5.7	--
I	Open Space / Basin	--	6.1	--
	Master Plan Streets ²	--	15.5	--
Non-Residential Subtotals		--	37.7	--
Project Totals		753	237.3	3.2

¹Minimum lot size. Lots may be larger than the indicated minimum.

²Master Plan Streets include Avenue K, Avenue K-8, 65th Street West, and 70th Street West.

2. Planning Areas

For planning purposes, AVANTI NORTH is divided into nine planning areas, as follows:

- Planning Area A is 31.5 acres and accommodates 150 dwelling units on minimum 5,250 s.f. lots, at a gross density of 4.8 du/ac, in the northwest section of AVANTI NORTH.
- Planning Area B is 35.5 acres and accommodates 148 dwelling units on minimum 6,050 s.f. lots, at a gross density of 4.2 du/ac, in the southwest section of AVANTI NORTH.
- Planning Area C is 42.7 acres and accommodates 156 dwelling units on minimum 6,900 s.f. lots, at a gross density of 3.8 du/ac, in the north-central section of AVANTI NORTH.
- Planning Area D is 45.0 acres and accommodates 156 dwelling units on minimum 7,800 s.f. lots, at a gross density of 3.3 du/ac, in the northeast section of AVANTI NORTH.
- Planning Area E is 44.6 acres and accommodates 137 dwelling units on minimum 8,750 s.f. lots, at a gross density of 3.2 du/ac, in the southeast section of AVANTI NORTH.
- Planning Areas F and G are the two neighborhood parks. Planning Area F is 6.3 acres in the west section and Planning Area G is 4.1 acres in the east section of AVANTI NORTH.

- Planning Areas H and I are the two open space areas totaling 11.8 acres that serve storm water detention purposes along the west side of 65th Street West in AVANTI NORTH.

3. Land Use Standards

The following land use standards apply to every planning area in AVANTI NORTH. Refer to Section III, *Planning Area Development Standards*, for additional standards that are specific to individual planning areas.

- (1) The 237.4-acre AVANTI NORTH Specific Plan area shall be developed as a residential community containing a maximum of 753 dwelling units, two neighborhood parks, and open space used for storm water detention purposes, as illustrated on Figure II-1, *Specific Plan Land Use Plan*. Permitted land uses include Urban Residential, Park, Open Space, and Circulation as prescribed on the Land Use Plan and on the individual planning area figures (Figures III-1 through III-5).
- (2) A target number of dwelling units is specified for each residential planning area as shown on Figure II-1, *Specific Plan Land Use Plan* and listed in Table II-1, *Detailed Land Use Summary*. Dwelling units may be transferred between planning areas but in no case shall the total number of dwelling units in AVANTI NORTH exceed 753 and in no case shall lots be smaller than the required minimum lot size specified for each planning area.
- (3) The Conceptual Residential Lotting Diagram shown in this Specific Plan (Figure II-2) is illustrative. Residential lot and local street layouts are not required to conform to this diagram.
- (4) Development in AVANTI NORTH shall occur in accordance with this Specific Plan and applicable provisions of the City of Lancaster Municipal Code. Section III, *Planning Area Development Standards*, constitutes the zoning for AVANTI NORTH. If a City zoning standard is not replaced or specifically excluded by reference in this Specific Plan, the Municipal Code standard applies.
- (5) Implementation of signage, common area landscaping, exterior lighting, and parking shall conform to the design standards contained in this Specific Plan and applicable provisions of the City of Lancaster Municipal Code. Where the standards contained in this Specific Plan differ from standards contained in the City's Municipal Code, this Specific Plan shall take precedence over the Municipal Code.
- (6) Ownership and maintenance of property in AVANTI NORTH shall be in accordance with Specific Plan Section II.G, *Maintenance Plan*.
- (7) Development applications that incorporate common areas, including roadways, neighborhood parks, open space areas/detention basins, and landscape easements shall be accompanied by design plans for the common areas, specifying location and extent of landscaping, irrigation systems, structures, and circulation (vehicular, pedestrian, and/or bicycle).
- (8) The construction, maintenance, and management of roadways, open space, and infrastructure (water, sewer, and storm drain lines) may be implemented by and paid for through an assessment district

(AD), community facilities district (CFD), or Lancaster Maintenance Assessment District (LMD). Financing of the construction/installation of these facilities through an AD, CFD, or CSA may substitute for the payment of fees that would have otherwise financed those facilities.

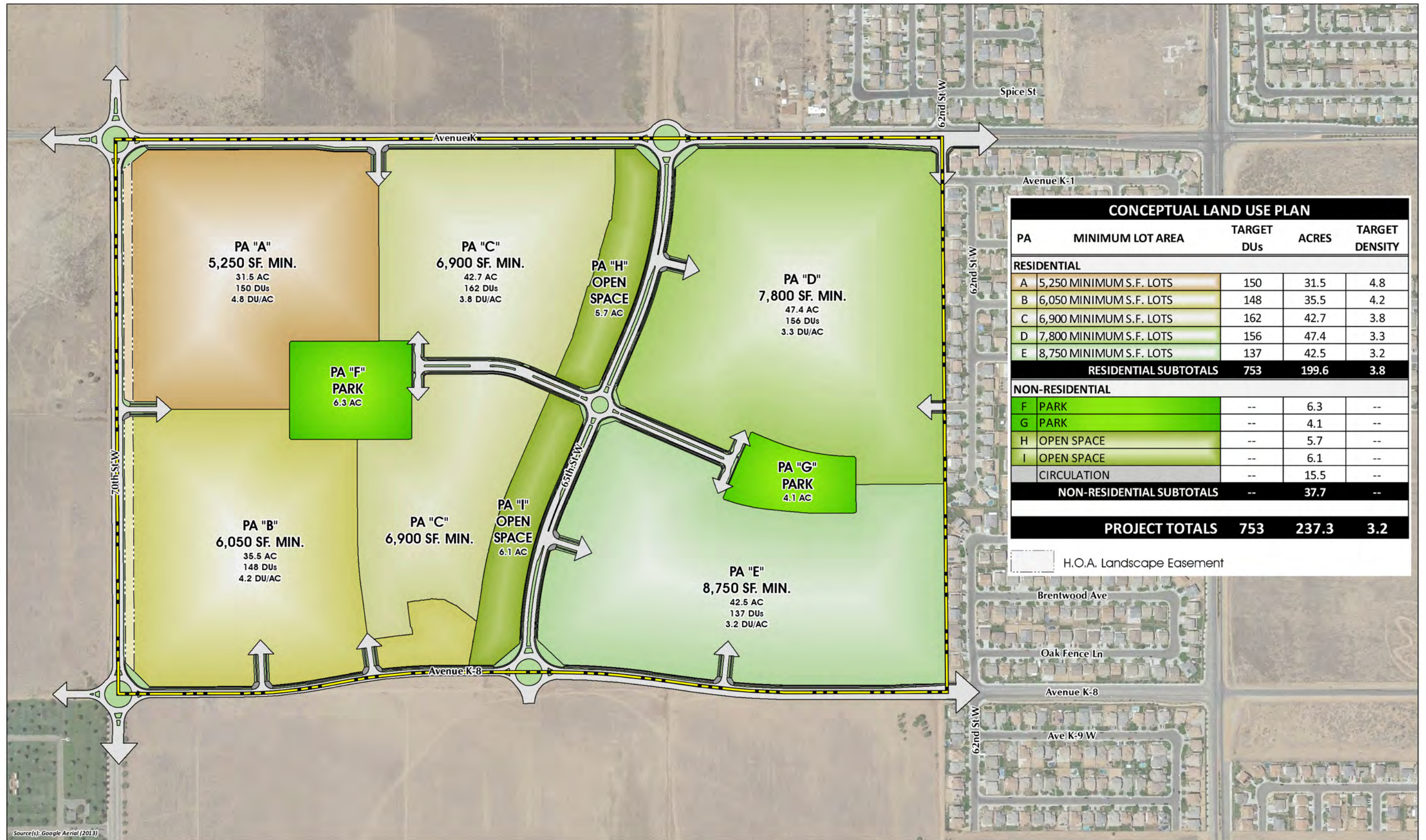
(9) All water mains and fire hydrants providing required fire flows shall be subject to approval by the Los Angeles County Fire Department.

(10) To reduce water consumption associated with landscaping, a landscape palette emphasizing drought tolerant plants, xeriscape techniques, and water-efficient irrigation systems are required.

(11) Prior to the issuance of a building permit, the applicant shall obtain clearance from the City of Lancaster Planning Department verifying that all applicable conditions of this Specific Plan's approval have been satisfied that pertain to the subject lot.

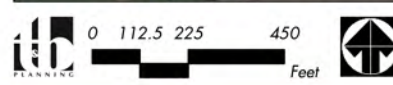
(12) For the security and safety of residents, the following shall be required of each building permit: a) windows and doors on the front of the home and doors on the side of the home (if any) shall be visible from the street, unless otherwise approved by the City of Lancaster Planning Department, and b) address numbers shall automatically illuminate at night.

(13) Applications for every building permit shall indicate all fencing heights and materials that are the developer's responsibility to install. All fencing shall ensure the privacy and security of residential rear yards.

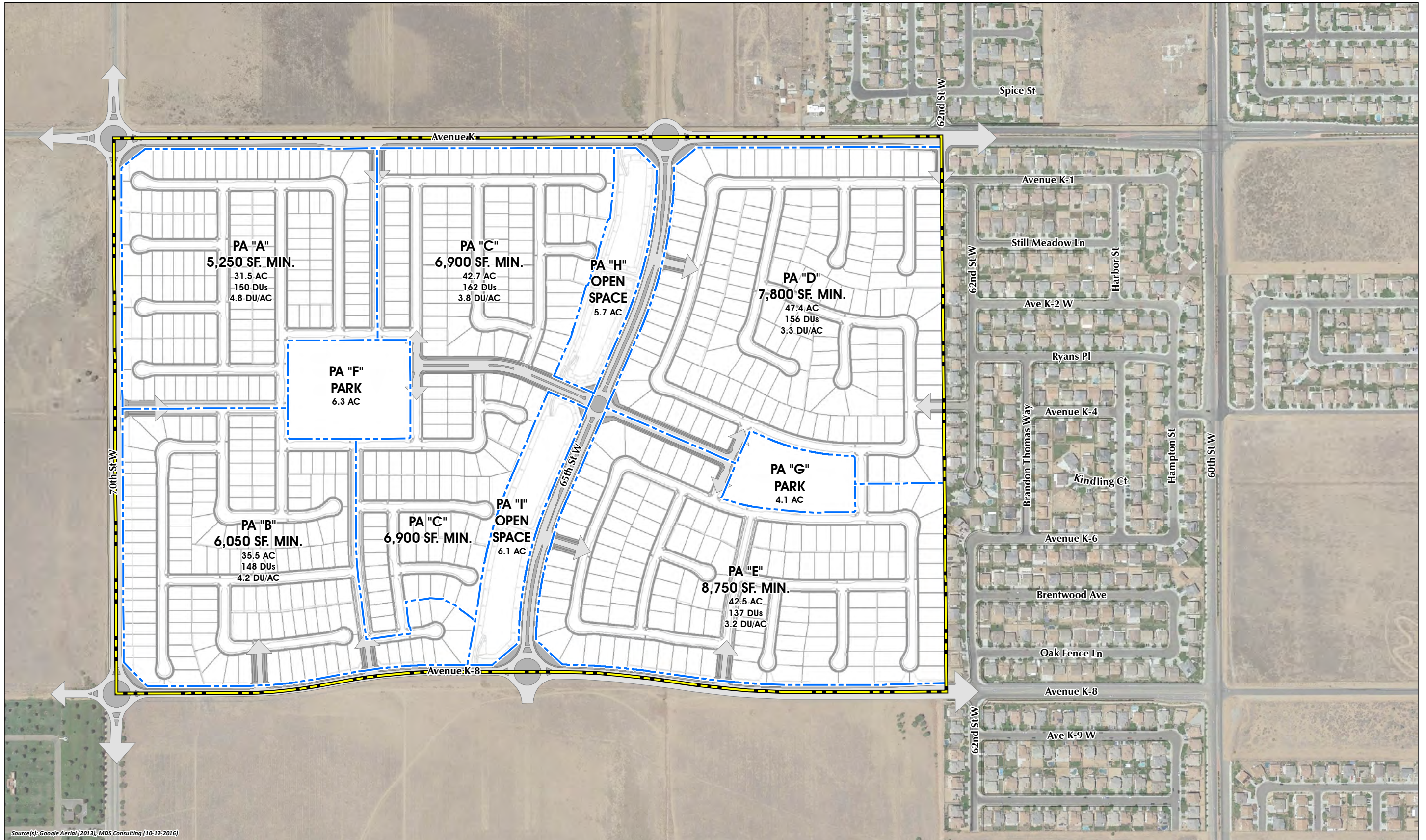


CONCEPTUAL LAND USE PLAN				
PA	MINIMUM LOT AREA	TARGET DUs	ACRES	TARGET DENSITY
RESIDENTIAL				
A	5,250 MINIMUM S.F. LOTS	150	31.5	4.8
B	6,050 MINIMUM S.F. LOTS	148	35.5	4.2
C	6,900 MINIMUM S.F. LOTS	162	42.7	3.8
D	7,800 MINIMUM S.F. LOTS	156	47.4	3.3
E	8,750 MINIMUM S.F. LOTS	137	42.5	3.2
RESIDENTIAL SUBTOTALS		753	199.6	3.8
NON-RESIDENTIAL				
F	PARK	--	6.3	--
G	PARK	--	4.1	--
H	OPEN SPACE	--	5.7	--
I	OPEN SPACE	--	6.1	--
CIRCULATION		--	15.5	--
NON-RESIDENTIAL SUBTOTALS		--	37.7	--
PROJECT TOTALS		753	237.3	3.2

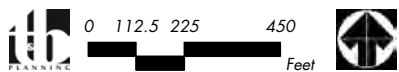
H.O.A. Landscape Easement



SPECIFIC PLAN LAND USE PLAN



Source(s): Google Aerial (2013), MDS Consulting (10-12-2016)



CONCEPTUAL RESIDENTIAL LOTTING DIAGRAM

B. Circulation Plan

1. Vehicular Circulation Plan

The AVANTI NORTH roadway system is shown on Figure II-3, *Circulation Plan*. Vehicular access from outside of the community is provided from Avenue K to the north, Avenue K-8 to the south, 70th Street West to the west, and local roads in an existing residential community to the east. Entrances into AVANTI NORTH lead from these roads.

Internal circulation is provided by a hierarchical street system anchored by the centrally-located and north/south oriented 65th Street West. Street “A” is the backbone east/west oriented road that connects to 65th West Street at a roundabout in the approximate center of the community. Street “A” leads directly to both neighborhood parks and serves as their view window from 65th Street West. The roundabout where 65th Street West meets Street “A” and a second roundabout where 65th Street West meets Avenue K-8 are intended to slow traffic and serve as attractive identifying features. In the two roundabouts, traffic circulates around a central landscaped island, where vehicles will need to slow their speeds to merge, make turns, and yield to pedestrians. Local streets connect to the main roads and provide access into the community’s five residential neighborhoods.

The street within Avanti North narrow at each intersection to provide traffic calming, as shown in the inset graphic on Figure II-4, *Intersection Traffic Calming*. These narrower roadways provide for increased walkability within the community by encouraging drivers to slow down when approaching intersections and reduce the street width at crosswalks and handicap ramps.

A description of each road classification within and abutting AVANTI NORTH is described below. Refer to Figure II-5 and Figure II-6, *Roadway Cross-Sections*, for illustrations.

(1) Avenue K

Avenue K forms the northern boundary of AVANTI NORTH. As depicted on Figure II-5, *Roadway Cross-Sections (1 of 2)*, Avenue K provides for a 100-foot wide right-of-way with a 14-foot wide landscaped center median, two 13-foot wide travel lanes, two 7-foot wide bike lanes, a landscaped parkway that ranges from 11 to 15 feet in width, an 8-foot wide sidewalk on both sides of the street, and two 4-foot landscaped parkways between the sidewalk and landscape easement. A 10-foot wide landscaped easement maintained by a Lancaster Maintenance Assessment District (LMD) is located adjacent to the sidewalk on the south side of the street abutting AVANTI NORTH. Avenue K provides for a connection into AVANTI NORTH at a roundabout where it meets 65th Street West to slow traffic and enhance pedestrian crossings at this intersection. A roundabout where Avenue K meets 70th Street West is also provided. Avenue K provides for connections into AVANTI NORTH at the Specific Plan’s northeastern corner, at 65th Street West, and at a local entry road that is intended to service the residential neighborhoods of Planning Areas A and C.

(2) 70th Street West

70th Street West forms the western boundary of AVANTI NORTH. As shown on Figure II-5, *Roadway Cross-Sections (1 of 2)*, 70th Street West provides for a 70-foot wide right-of-way with a 14-foot wide landscaped center median, one 13-foot wide travel lane in each direction, two 7-foot wide bike lanes, and an 8-foot wide, landscaped parkway on the east side of the street. A 42-foot wide landscaped easement maintained by a LMD is located adjacent to the sidewalk on the east side of the street abutting AVANTI NORTH. The 42-foot landscaped easement on the east side of 70th Street West consist of a 12-foot wide bikeway, a 6-foot wide landscaped parkway, a 12-foot wide equestrian trail, and a 12-foot wide landscaped parkway. One intersection at 70th Street West is intended to provide a roadway connection into AVANTI NORTH that leads to the neighborhood park in Planning Area F and provides access to the residential neighborhoods of Planning Areas A and B.

(3) Avenue K-8

Avenue K-8 forms the southern boundary of AVANTI NORTH. As shown on Figure II-5, *Roadway Cross-Sections (1 of 2)*, Avenue K-8 provides for an 68-foot wide right-of-way with two 11-foot wide travel lanes, two 7-foot wide bike lanes, a 6-foot wide landscaped parkway on both sides of the street, and a 6-foot wide meandering sidewalk and a 4-foot wide landscaped parkway between the sidewalk and landscaped easement on both sides of the street. A 14-foot wide landscaped easement maintained by a LMD is located adjacent to the landscaped parkways on both sides of the street. Avenue K-8 provides for a connection into AVANTI NORTH at a roundabout where it meets 65th Street West. A roundabout where Avenue K-8 meets 70th Street West is also provided. The roundabouts will slow traffic and enhance safe pedestrian crossings at these intersections. Several local roads will connect to Avenue K-8 to provide access into the residential neighborhoods of Planning Areas B and E.

(4) 65th Street West

65th Street West is the main north/south oriented road interior to AVANTI NORTH. As shown on Figure II-5, *Roadway Cross-Sections (1 of 2)*, this roadway provides for an 84-foot wide right-of-way with a 14-foot-wide landscaped center median, two 13-foot wide travel lanes, and two 7-foot wide bike lanes. Serving as the prime thematic road of AVANTI NORTH, an expanded 25-foot wide streetscape is provided on both sides of the street, of which 15 feet occur within the right-of-way and additional 10 feet occur in an adjacent landscaped easement maintained by a LMD. Within the 25-foot wide area is an 6-foot wide meandering walkway, a landscaped parkway that ranges from 5 to 9 feet in width between the curb and meandering sidewalk, and a landscaped parkway that ranges from 0 to 4 feet in width between the meandering sidewalk and landscape easement. 65th Street West meets Street "A" and Avenue K-8 in roundabout configurations, which slow traffic speeds and provide identifying aesthetic features. Because open space in Planning Areas H and I abut 65th Street West to the west, the only road connection to the west from 65th Street West is Street "A," which leads to a neighborhood park. To the east, connections from 65th Street West occur at Street "A" and also at local roads that lead into the residential neighborhoods of Planning Areas D and E. 65th Street West provides for a connection into AVANTI NORTH

at a roundabout where it meets Avenue K to slow traffic and enhance pedestrian crossings at this intersection.

(5) Street “A”

Street “A” is the main east/west oriented road in AVANTI NORTH. It provides direct access from 65th Street West to the neighborhood parks in Planning Areas F and G. Street “A” is envisioned to terminate at both parks in T intersections to provide dramatic views of the parks upon approach and increase “eyes on the park” as a measure of safety. As shown on Figure II-6, *Roadway Cross-Sections (2 of 2)*, Street “A” provides for an 80-foot-wide right-of-way with an 8-foot wide landscaped median, two 20-foot wide travel lanes, a 16-foot wide, curb-adjacent parkway containing a meandering 6-foot wide sidewalk and two 5-foot landscaped parkways on both sides of the street.

(6) Local Entry Roads

Local Entry Roads lead from the master-planned roads described above into the residential neighborhoods of AVANTI NORTH. As entry roads, the right-of-way width is slightly wider than other interior local roads. As shown on Figure II-6, *Roadway Cross-Sections (2 of 2)*, Local Entry Roads feature 70-foot wide rights-of-way with one 13-foot wide travel lane in each direction, 22-foot wide parkways containing a 6-foot wide meandering sidewalk and two 8-foot landscaped parkways on both sides of the street.

(7) Local Roads

Local Roads in AVANTI NORTH are neighborhood-serving roads that are not considered to be entry roads. As shown on Figure II-6, *Roadway Cross-Sections (2 of 2)*, these roadways feature 60-foot wide rights-of-way with 12-foot wide parkways containing a 5.5-foot wide sidewalk and 6.5-foot landscaped parkway on both sides of the street.

(8) Cul-de-Sac Local Roads

Cul-de-Sac Local Roads in AVANTI NORTH are streets serving residential neighborhoods that end in cul-de-sacs. As shown on Figure II-6, *Roadway Cross-Sections (2 of 2)*, these roads feature 58-foot wide rights-of-way with 12-foot wide parkways containing a 5.5-foot wide sidewalk and 6.5-foot wide landscaped parkway on both sides of the street. Cul-de-sacs in AVANTI NORTH eliminate unnecessary cut-through motor vehicle traffic, while still encouraging and facilitating non-vehicular movement. At the termini of many of these roads, a paseo walkway is provided at the end of the cul-de-sac bulb that connects with other street-side sidewalks and pedestrian trails; thus, the cul-de-sacs do not impede the continued movement of pedestrians and bicyclists.

2. Bike Lanes

Class II Bike Lanes are provided within AVANTI NORTH on both sides of arterial streets, such as Avenue K, 70th Street West, and Avenue K-8 to encourage bicycle use within the community and around the community. Class II Bike Lanes are also provided on both sides of the main north/south oriented road,

65th Street West, to encourage bicycle movement within the community. All Class II Bike Lanes provided within AVANTI NORTH are 7-feet wide. Local roads within the community provide Class III Bike Lanes and have shared access with vehicles. A 12-foot wide Class I bikeway is provided within the 50-foot HOA landscape easement on 70th Street West.

3. Pedestrian Circulation Plan

As conceptually illustrated on Figure II-7, *Pedestrian Circulation Plan*, AVANTI NORTH is designed as a walkable community. It contains a well-developed sidewalk and pathway system that encourages movement by foot and bike to visit neighbors and friends, access the parks, or simply get outside for exercise. Nearly all barriers to pedestrian and bicycle movement are eliminated by design. Cul-de-sac streets that would have normally cut off access within neighborhoods include paseo walkways at their termini to provide a through-connection for walkers and cyclists to adjacent sidewalks and pedestrian trails. Paseo walkways at the end of cul-de-sacs vary in width, with a minimum width of 6 feet at the narrowest point. All of the main roads provide pedestrian support features such as traditional or meandering sidewalks and a landscaped parkway that separates pedestrians from the street. All local roads also include a sidewalk on both sides. Curb extensions are provided at road intersections to provide pedestrians with safer intersection crossings and traffic calming measures. Along the perimeter of the detention basins in Planning Areas H and I is a 17-foot wide maintenance and pedestrian access lane that serves as a recreational amenity and trail for residents and an access path for maintenance purposes. Sidewalk and landscape improvements not associated with an adjacent lot will be maintained by the HOA.

As a key design feature, a 15-foot wide streetscape is provided on both sides of 65th Street West. These wide streetscape areas contain a 6-foot wide meandering sidewalk with plenty of room for people to walk side by side and pass one another to encourage walking as a social activity. These meandering sidewalks also connect to the meandering sidewalks along Street "A," which lead to directly to the neighborhood parks.

The landscaping elements designed to enhance the pedestrian experience are discussed in greater detail in Section IV, *Landscape Plan and Guidelines*.

4. Circulation Standards

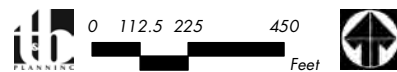
(1) The vehicular circulation system depicted on Figure II-3, *Circulation Plan*, shall serve as the preliminary roadway plan for implementing development. The alignments of Local Entry Roads, Local Roads, and Cul-de-Sac Local Roads shown on Figure II-3 and other exhibits in this Specific Plan are conceptual and subject to change by implementing development projects, upon approval by the City of Lancaster.

(2) The following roads within and abutting AVANTI NORTH shall be constructed to serve implementing development at the right-of-way (ROW) dimensional standards depicted on Figure II-5 and Figure II-6, or as otherwise specified by a technical traffic study prepared for the project and approved by the City of Lancaster.

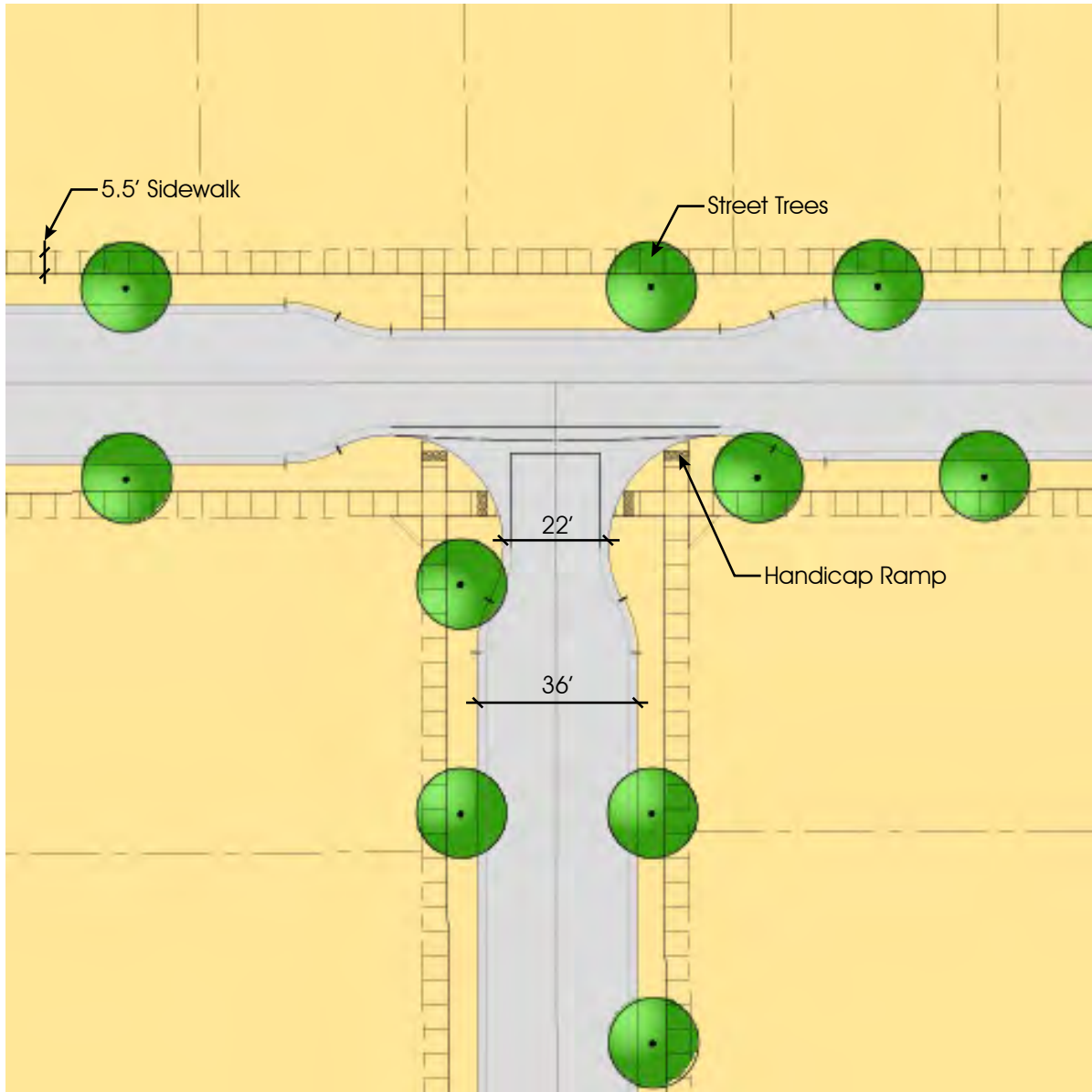
- Avenue K (100' ROW): 77' of ultimate 100' ROW Improvements along the AVANTI NORTH frontage.
 - 70th Street West (70' ROW): 77' of an ultimate 100' ROW Improvements along the AVANTI NORTH frontage.
 - Avenue K-8 (68' ROW): 52' of an ultimate 68' ROW Improvements along the AVANTI NORTH frontage.
 - 65th Street West (70' ROW): Full-Width Improvements within AVANTI NORTH.
 - Street "A" (80' ROW): Full-Width Improvements within AVANTI NORTH.
 - Local Entry Road (70' ROW): Full-Width Improvements within AVANTI NORTH.
 - Non Cul-de-Sac Local Road (60' ROW): Full-Width Improvements within AVANTI NORTH.
 - Cul-de-Sac Local Road (58' ROW): Full-Width Improvements within AVANTI NORTH.
- (3) Roundabouts shall be constructed as depicted on Figure IV-4, *Typical Intersection Roundabout Elevation*, or as approved by the Development Services Department.
- (4) Roadway widths shall narrow at most intersections within Avanti North which will help reduce the speed of through traffic through the community.
- (5) Landscape requirements in roadway rights-of-way shall be in accordance with the streetscape descriptions and diagrams depicted in Section IV, *Landscape Plan and Guidelines*.
- (6) Landscaping within public road rights-of-way will require approval by the City of Lancaster Development Services Department and assurance of continuing maintenance through the establishment of a LMD or similar mechanism, as approved by the Development Services Department.
- (7) Neighborhood entry monuments and identification signs are not permitted in public rights-of-way.
- (8) Driveway cuts for the purpose of accessing private residential driveways are not permitted along Avenue K, 70th Street West, Avenue K-8, 65th Street West, Street "A," and Local Entry Roads. Driveway cuts are only permitted along Local Roads and Cul-de-Sac Local Roads.
- (9) Paseo walkways shall be provided at the termini of cul-de-sac bulbs in all feasible locations to allow for pedestrian and bicycle movement. All such walkways shall be designed to consider safety of the walkway users and the privacy of adjacent residential lots and homes. Gates may be provided where such walkways connect to sidewalks along perimeter roads that lead outside of the community (Avenue K, Avenue K-8, and 70th Street West) and in other areas that the City of Lancaster determines should be gated for the safety and security of AVANTI NORTH residents.



Source(s): Google Aerial (2013), MDS Consulting (10-12-2016)



CIRCULATION PLAN

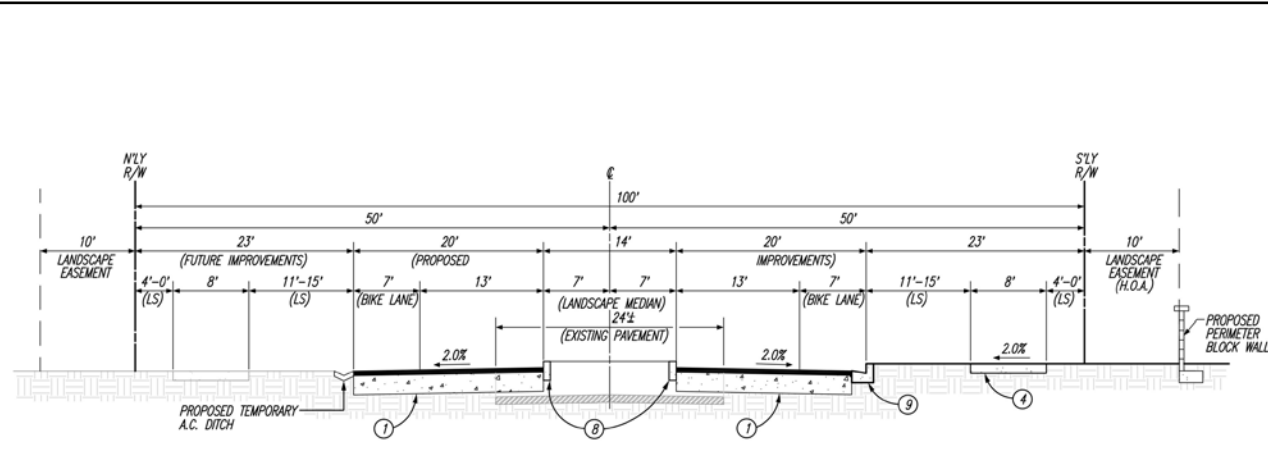


Source(s): Clark & Green (10-14-2016)

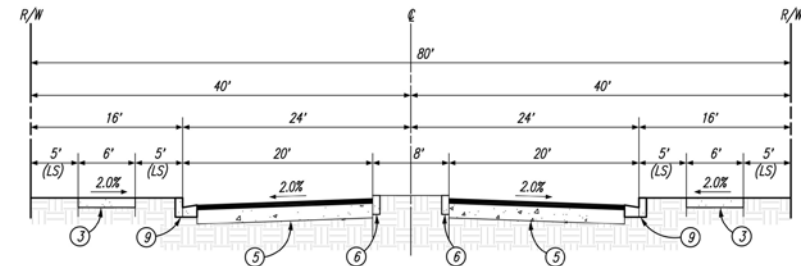


NOT TO SCALE

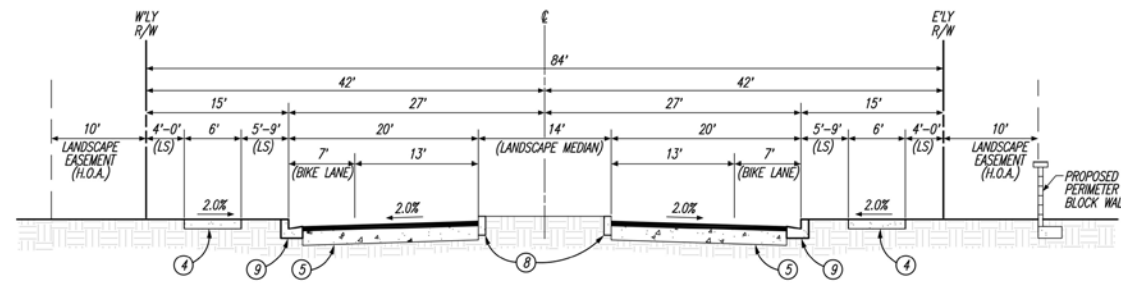
INTERSECTION TRAFFIC CALMING



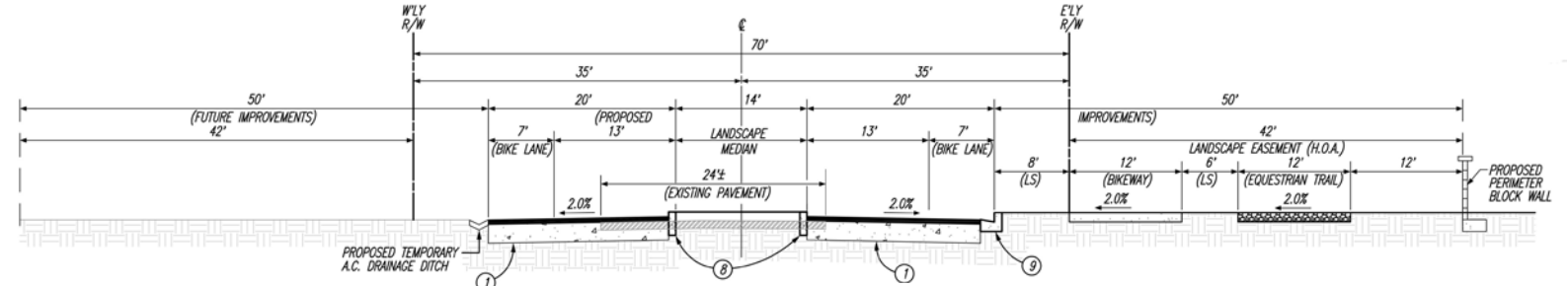
AVENUE K
(100' R.O.W.)



STREET 'A'
(80' R.O.W.)



65th STREET WEST
(84' R.O.W.)

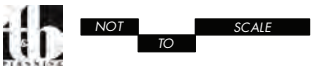


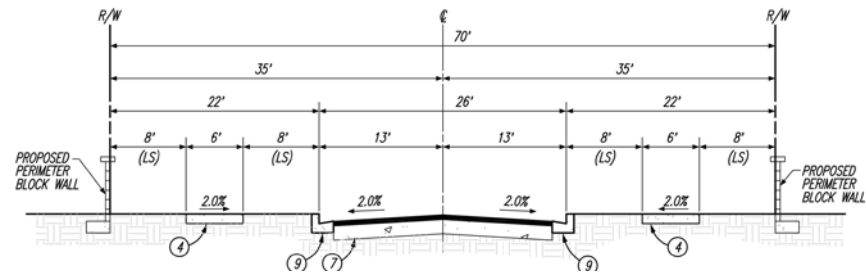
70th STREET WEST
(70' R.O.W.)

CONSTRUCTION NOTES

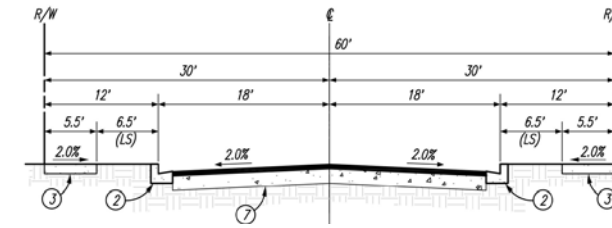
- ① CONSTRUCT MINIMUM 4.0" THICK A.C. PAVEMENT ON 7.0" CRUSHED AGGREGATE BASE
- ② CONSTRUCT 6" P.C.C. CURB AND GUTTER PER A.P.W.A. STANDARD PLAN NO. 120-1
- ③ CONSTRUCT 4" P.C.C. SIDEWALK PER A.P.W.A. STANDARD PLAN NO. 112-1
- ④ CONSTRUCT 4" P.C.C. MEANDERING SIDEWALK
- ⑤ CONSTRUCT MINIMUM 3.5" THICK A.C. PAVEMENT ON 6.0" CRUSHED AGGREGATE BASE
- ⑥ CONSTRUCT 6" CURB ONLY PER A.P.W.A. STANDARD PLAN NO. 120-1-A1-150 (6)
- ⑦ CONSTRUCT MINIMUM 3.5" THICK A.C. PAVEMENT ON 5.0" CRUSHED AGGREGATE BASE
- ⑧ CONSTRUCT 8" CURB ONLY PER A.P.W.A. STANDARD PLAN NO. 120-1-A1-200 (8)
- ⑨ CONSTRUCT 8" P.C.C. CURB AND GUTTER PER A.P.W.A. STANDARD PLAN NO. 120-1-A2-200 (8)

Source(s): MDS Consulting (10-11-2016)

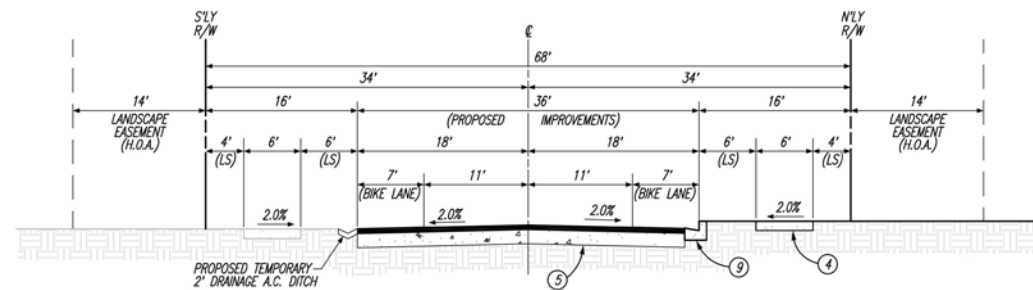




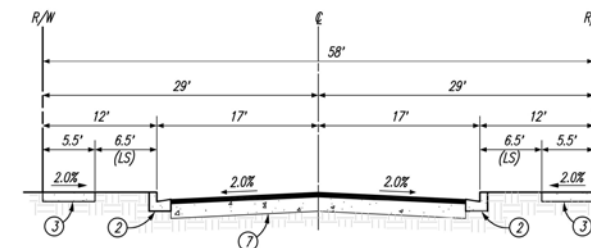
LOCAL ENTRY ROAD
(70' R.O.W.)



LOCAL ROAD
(60' R.O.W.)



AVENUE K-8
(68' R.O.W.)



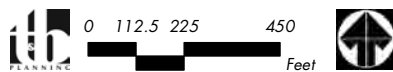
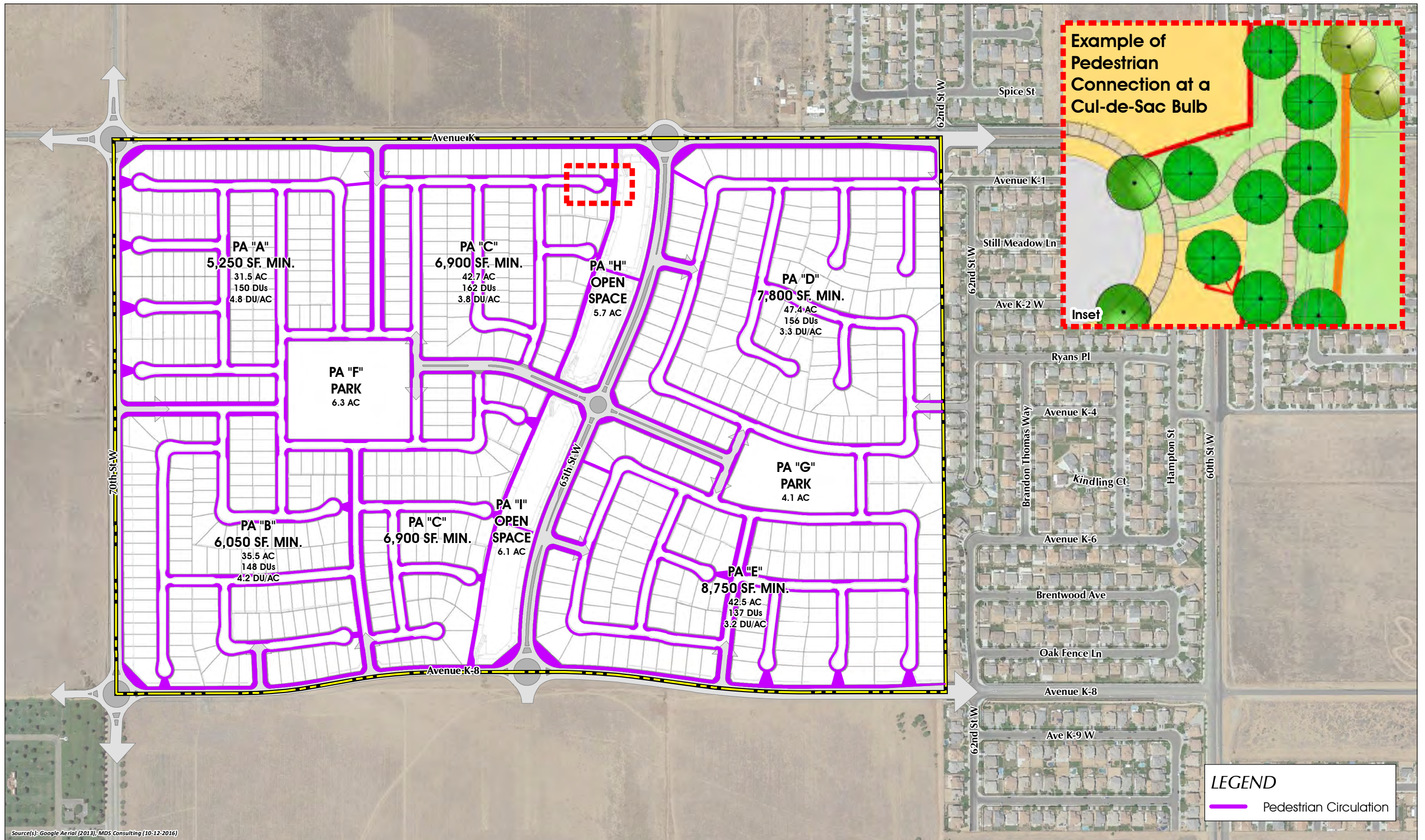
CUL-DE-SAC LOCAL ROAD
(58' R.O.W.)

CONSTRUCTION NOTES

- ① CONSTRUCT MINIMUM 4.0" THICK A.C. PAVEMENT ON 7.0" CRUSHED AGGREGATE BASE
- ② CONSTRUCT 6" P.C.C. CURB AND GUTTER PER A.P.W.A. STANDARD PLAN NO. 120-1
- ③ CONSTRUCT 4" P.C.C. SIDEWALK PER A.P.W.A. STANDARD PLAN NO. 112-1
- ④ CONSTRUCT 4" P.C.C. MEANDERING SIDEWALK
- ⑤ CONSTRUCT MINIMUM 3.5" THICK A.C. PAVEMENT ON 6.0" CRUSHED AGGREGATE BASE
- ⑥ CONSTRUCT 6" CURB ONLY PER A.P.W.A. STANDARD PLAN NO. 120-1-A1-150 (6)
- ⑦ CONSTRUCT MINIMUM 3.5" THICK A.C. PAVEMENT ON 5.0" CRUSHED AGGREGATE BASE
- ⑧ CONSTRUCT 8" CURB ONLY PER A.P.W.A. STANDARD PLAN NO. 120-1-A1-200 (8)
- ⑨ CONSTRUCT 8" P.C.C. CURB AND GUTTER PER A.P.W.A. STANDARD PLAN NO. 120-1-A2-200 (8)

Source(s): MDS Consulting (10-11-2016)





PEDESTRIAN CIRCULATION PLAN

C. Conceptual Drainage Plan

1. Drainage Plan Description

The AVANTI NORTH drainage system is designed to follow the natural direction of water flow across the property. In its pre-development condition, the property drains as sheet flow in northerly direction toward Avenue K. Figure II-8, *Conceptual Drainage Plan*, shows the drainage plan for AVANTI NORTH, which includes an engineered system of storm drain facilities that convey water based on 50-year storm events.

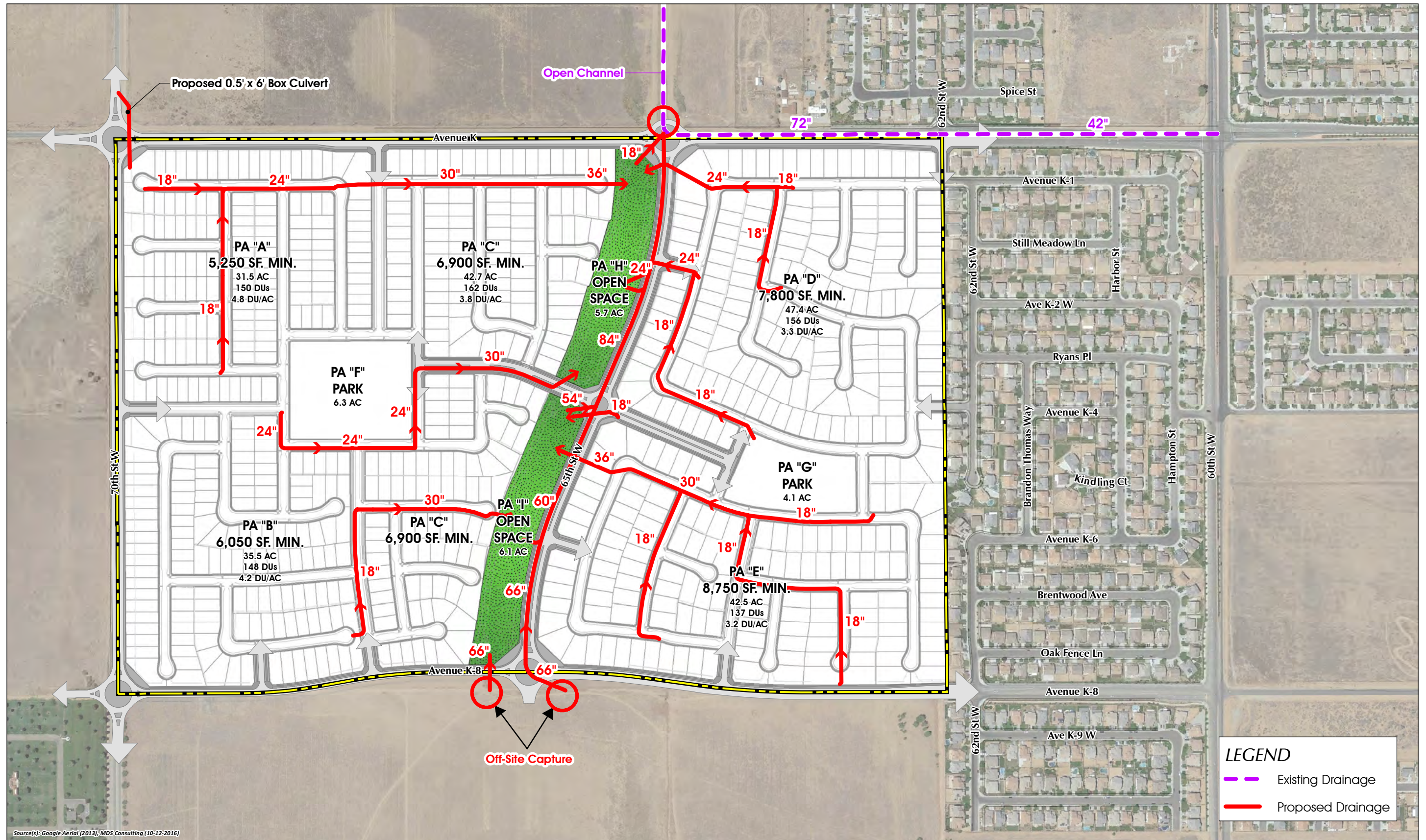
Within AVANTI NORTH, the roadway curbs and gutters convey runoff water into the drainage system. Water flows from the streets into storm drain inlets, which drain into catch basins and underground pipes. The subsurface pipes then convey the water into a series of large detention basins in Planning Areas H and I. The basins are positioned along the west side of 65th Street West, and transfer flows from one to another in a south to north direction. The detention basins account for 12.1 acres and also serve as an attractive, landscaped visual amenity along the roadway. The basins help filter out pollutants while also detaining the water prior to off-site discharge at an outlet structure located at the intersection of Avenue K and 65th Street West. Outflow from the basins is controlled at the outlet structure to ensure that the rate of discharge is within the capacity of the off-site facilities.

The drainage system also conveys water from upstream properties that flow across the AVANTI NORTH property in its pre-development condition. Drainage flowing toward AVANTI NORTH from the south is discharged from an existing storm drain outlet at Avenue L and an earthen swale located along the south side Avenue K-8. Water in the earthen swale flows to low points where it is collected and conveyed across Avenue K-8 to a storm drain pipe installed beneath AVANTI NORTH's 65th Street West. This pipe beneath 65th Street West conveys the water through AVANTI NORTH to an existing storm drain line located within Avenue K at the Specific Plan's northern boundary then discharges into an open channel north of Avenue K.

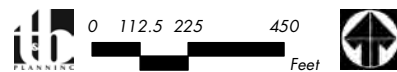
The AVANTI NORTH Conceptual Drainage Plan also improves the drainage condition for the residential neighborhood to the east. Before AVANTI NORTH's development, storm water flows from the existing residential neighborhood through a storm drain pipe that discharges into a trapezoidal channel north of Avenue K and 65th Street West. AVANTI NORTH provides for the removal of the existing trapezoidal channel and the construction of two 72" storm drain pipes as part of the storm drain improvements shown on Figure II-8, *Conceptual Drainage Plan*.

2. Drainage Standards

- (1) Drainage and flood control facilities and improvements shall be provided in accordance with the standards and requirements of the City of Lancaster Master Plan of Drainage (Jan. 2005).
- (2) Major drainage facilities within public rights-of-way and drainage easements shall be maintained by the City of Lancaster.



Source(s): Google Aerial (2013), MDS Consulting (10-12-2016)



CONCEPTUAL DRAINAGE PLAN

D. Conceptual Water & Sewer Plans

1. Water Plan Description

The AVANTI NORTH water plan is shown on Figure II-9, *Conceptual Water Plan*. Connections to water mains are made at the Specific Plan's eastern boundary at Avenue K, Avenue K-1, Avenue K-4, and Avenue K-8. At the Specific Plan's southeastern corner, a 12-inch diameter water main extends westward beneath Avenue K from the point of connection to 70th Street West. Water mains also occur beneath 65th Street West (12-inch diameter), 70th Street West (16-inch diameter) and Avenue K-8 (16-inch diameter from 70th Street West to 65th Street West and 12-inch diameter from 65th Street West to the northeastern Specific Plan boundary) to form a loop system. The loop system ensures a continuous water supply to AVANTI NORTH in the event of a water main break at any one location. Water lines with diameters of 6- to 8-inches occur in every AVANTI NORTH interior road to provide service to individual water users.

Water conservation is a key consideration for AVANTI NORTH. Refer to Section IV, *Landscape Plan and Guidelines*, for information about the community's drought-tolerant landscape plan and water-efficient irrigation system. Refer to Section V, *Architecture Guidelines*, for information on water-conserving features in home construction.

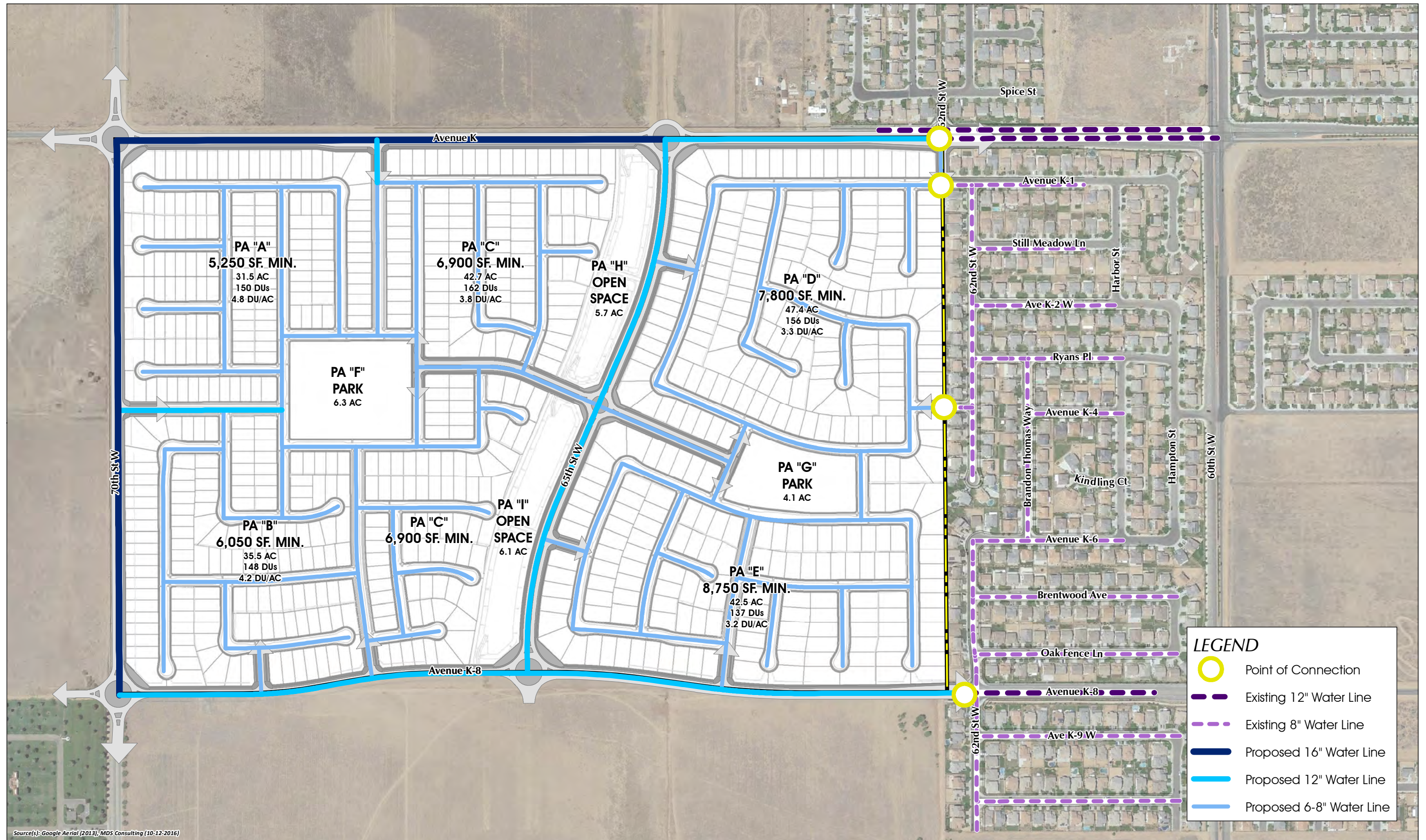
2. Sewer Plan Description

The AVANTI NORTH sewer plan is shown on Figure II-10, *Conceptual Sewer Plan*. A sewer conveyance line is located north of AVANTI NORTH at the intersection of Avenue K and 65th Street West. This line conveys sewer further north for treatment at the Lancaster Water Reclamation Plant (WRP) located at West Avenue D. To reach the connection point to this line at Avenue K and 65th Street West, wastewater from Planning Areas A, B, C, and F is engineered to flow generally northeast through sewer pipes installed beneath the street network. Similarly, wastewater from Planning Areas D, E, and G is engineered to flow generally northwest through sewer pipes installed beneath the street network. An 18-inch sewer line stub is proposed at the intersection of Avenue K-8 and 65th Street West to the future Avanti South development.

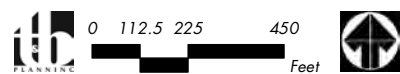
3. Water & Sewer Standards

- (1) All water and sewer lines in AVANTI NORTH shall be placed underground.
- (2) All water and sewer facilities shall be designed per the requirements of the City of Lancaster, the Los Angeles County Waterworks District 40, and the Los Angeles County Sanitation District 20.
- (3) Facility sizes and locations presented in this Specific Plan are conceptual and may be larger or smaller than indicated on Figure II-9, *Conceptual Water Plan*, and Figure II-10, *Conceptual Sewer Plan*. Additionally, facilities may be installed in different locations than shown on Figure II-9 or Figure II-10, in accordance with City, County, and Sanitation District requirements.

- (4) Water and sewer facilities shall be installed in accordance with the requirements and specifications of the City of Lancaster Building Division, the State of California, Department of Public Health, the Los Angeles County Waterworks District 40, and the Los Angeles County Sanitation District 20.
- (5) The project proponent shall obtain current will-serve letters from the Los Angeles Waterworks District 40 and the Los Angeles County Sanitation District 20 prior to recordation of implementing any tract map(s).

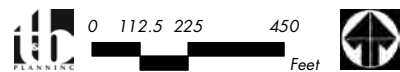
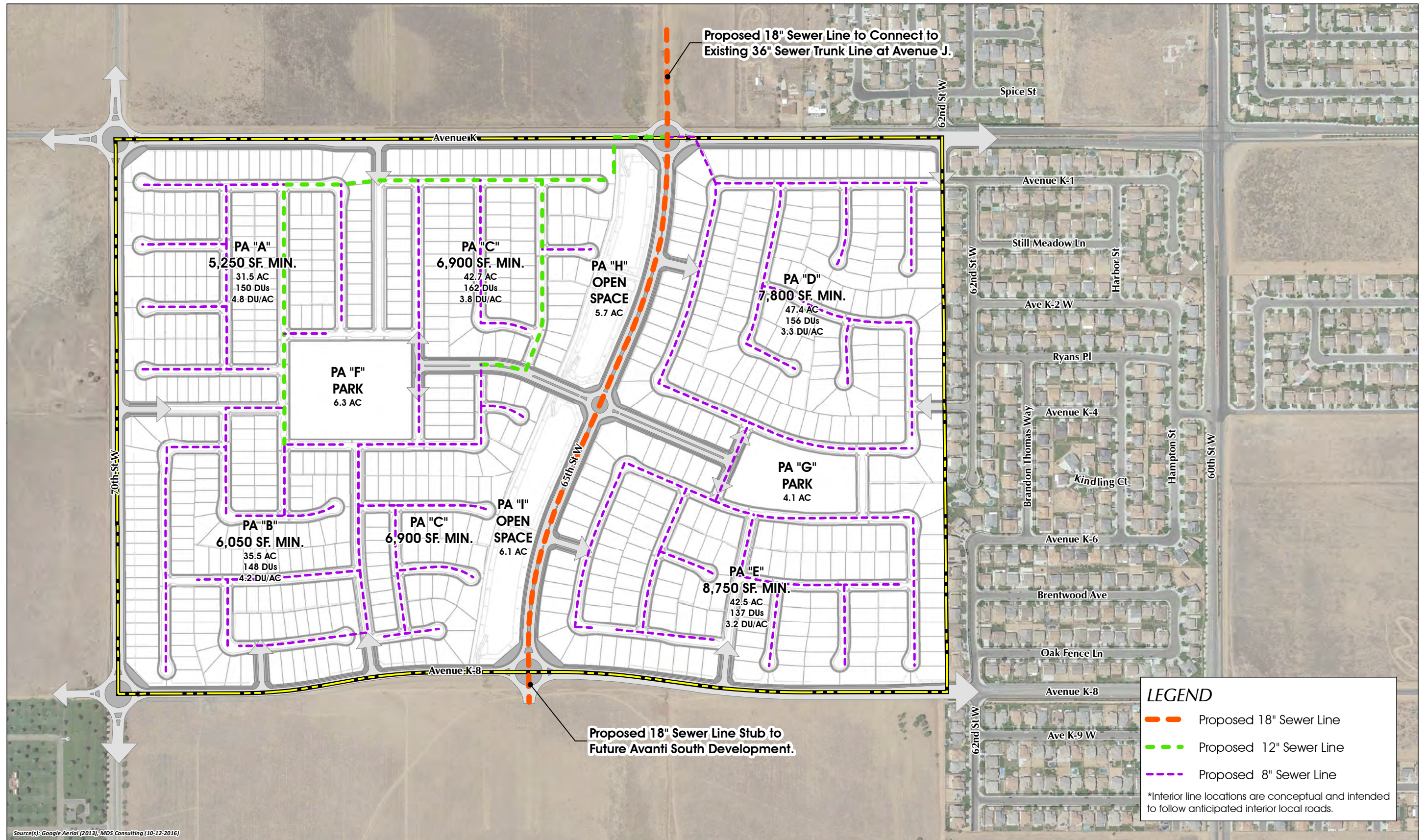


Source(s): Google Aerial (2013), MDS Consulting (10-12-2016)



LEGEND

- Point of Connection
- Existing 12" Water Line
- Existing 8" Water Line
- Proposed 16" Water Line
- Proposed 12" Water Line
- Proposed 6-8" Water Line



CONCEPTUAL SEWER PLAN

E. Open Space and Recreation Plan

1. Open Space & Recreation Plan Description

AVANTI NORTH provides 22.5 acres of open space and recreational area, including two neighborhood parks together totaling 10.4 acres, and 12.1 acres of open space that serves water detention purposes. Refer to Table II-2, *Open Space and Recreation Land Use Summary*.

Table II-2 Open Space and Recreation Land Use Summary

Planning Area	Land Use	Acres
F	Neighborhood Park	6.3
G	Neighborhood Park	4.1
Active Recreation Subtotal		10.4
H	Open Space	5.7
I	Open Space	6.1
Open Space Subtotal		12.1
Open Space and Recreation Total		22.5

b. Neighborhood Parks

Two neighborhood parks in AVANTI NORTH provide residents with convenient access to passive recreational opportunities, such as open play areas, shaded seating and picnic areas, workout stations, and walkways. The parks are focal points of the community and each act as a central gathering space in the western and eastern portions of the Specific Plan area. As parks, they are available for use by residents and visitors to AVANTI NORTH. The park in Planning Areas F is 4.1 acres and the park in Planning Area G is 6.3 acres. These 10.4 acres are intended to meet the requirement for 5.0 acres of parkland per 1,000 residents. Refer to Section IV, *Landscape Plan and Guidelines* for more information about park design and a conceptual design of each park.

c. Detention Basins

Along the west side of 65th Street West is a linear 12.1-acre open space area that functions as series of detention basins that convey water during storm events. Planning Area H is 5.7 acres and Planning Area I is 6.1 acres. The design of these areas simulates a dry creek bed to serve as an aesthetic and functional amenity. Pedestrian pathways are placed along the perimeter of the detention basins as part of the community’s non-vehicular circulation plan. For more information about the design of the open space features, refer to Section IV, *Landscape Plan and Guidelines*.

2. Open Space & Recreation Plan Standards

- (1) Conceptual design and landscaping plans for the neighborhood parks shall be submitted in conjunction with tentative map applications. All recreational facilities in the parks shall be landscaped with turf and/or drought tolerant plants, and, where necessary, irrigated in a manner that is conducive to the type of plant material and the City of Lancaster's climatic setting.
- (2) Landscaping within the neighborhood parks and open space areas shall be further governed by Section IV, *Landscape Plan and Guidelines*.
- (3) The Homeowners' Association is responsible for maintaining the neighborhood parks and open space/detention basins.
- (4) The LMD is responsible for the maintenance of landscaped parkways and center medians within the public roadway rights-of-way (ROW), including easements outside of the ROW, as detailed Section II.G, *Maintenance Plan*.

F. Conceptual Grading Plan

1. Grading Plan Description

To build AVANTI NORTH, grading (earthwork movement) is necessary to form development pads and the street and infrastructure networks. The pre-development condition of AVANTI NORTH is generally flat and gently slopes from the south to the north. The grading concept works with the pre-development topography to maintain natural grades and elevations whenever possible. Grading within the Specific Plan area will involve clearing and grubbing of the scant vegetation, and then the moving of surface soils to construct building pads and streets. Because the property is relatively flat, only a minimal amount of cut and fill is required. Residential building pads are designed to be within one to four feet of the pre-development elevation. Wherever possible, development pad elevations adjacent to the residential community located immediately east of AVANTI NORTH are at grade or below the grade of the adjacent community's pad elevations.

Grading and earthwork activities necessary to support development of the site is estimated to generate 1,260,000 cubic yards of raw cut and 1,260,000 cubic yards for raw fill. Accordingly, grading and earthwork activities are expected to balance and will not require the import or export of materials to or from the subject property. Earthwork quantities shall be refined during the final engineering process.

2. Grading Standards

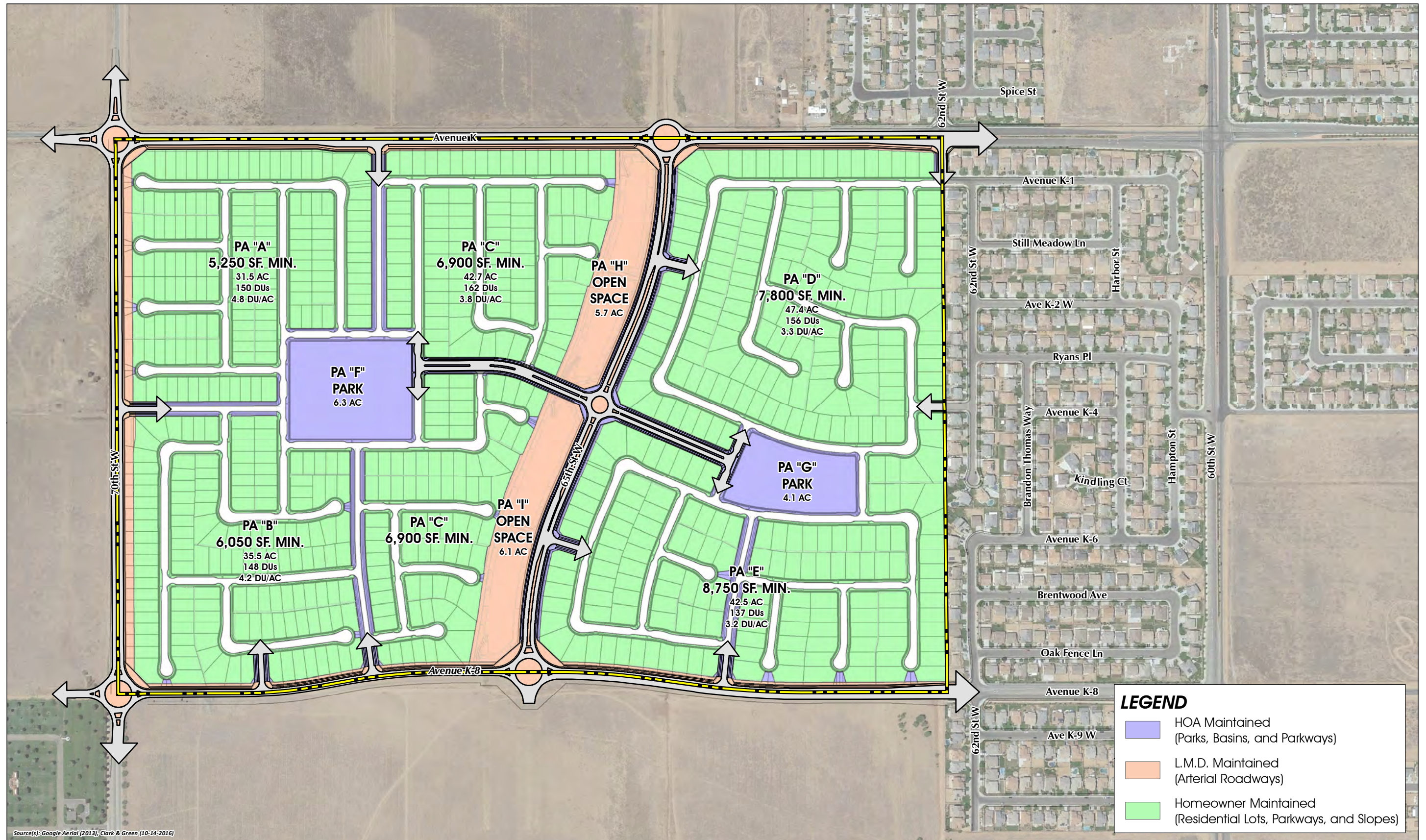
- (1) Grading shall conform to City of Lancaster regulations, including but not limited to the City's Engineering Design Guidelines and dust and erosion control requirements. The City of Lancaster's Development Services Department shall review and approve all grading plans prior to the issuance of grading permits.
- (2) Cut and fill quantities shall be balanced on-site.
- (3) A preliminary grading plan shall accompany each tentative tract map for review and approval by the City of Lancaster Development Services Department. Subsequent detailed grading plans shall substantially conform to the preliminary grading plan(s) approved with the tract map(s). The preliminary plans shall indicate preliminary development pad and roadway elevations, the techniques that will be used to prevent erosion and sedimentation during rain events and high winds, and the expected construction vehicle fleet to be used for grading (types and number of pieces of equipment).
- (4) The developer/owner shall be responsible for maintenance and upkeep of all planting and irrigation systems installed during and after the grading operation until those operations are the responsibilities of other parties, which may include homeowners, the LMD, or other.

G. Maintenance Plan

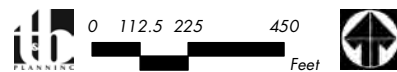
Figure II-11, *Maintenance Plan*, illustrates and Table II-3, *Maintenance Plan Summary*, summarizes the long-term maintenance responsibilities for property within the AVANTI NORTH Specific Plan.

Table II-3 Maintenance Plan Summary

Facility	Lancaster Landscape Maintenance Assessment District	Homeowner	Homeowner's Association (HOA)
Neighborhood Parks			✓
Detention Basins			✓
Landscaped Parkways, Roundabouts, Pedestrian Circulation, and Medians Within Public Arterial ROW	✓		
Easements Not Within Public ROW			✓
Pedestrian Circulation Not Within Public ROW			✓
Private Residential Lots		✓	
Parkway Not Within Public ROW or Easement		✓	
Manufactured Slopes Not Within Public Row or Easement		✓	
Paseos At The Bulb Ends Of Cul-de-Sac Streets Connecting to Arterials			✓
Landscaped Parkways Along Collector Roads and Local Roads			✓



Source(s): Google Aerial (2013), Clark & Green (10-14-2016)



H. Conceptual Phasing Plan

The AVANTI NORTH Specific Plan is occurring in five phases in response to market demands and a logical and orderly extension of roads, utilities, and infrastructure. The proposed Phasing Plan is shown in Figure II-12, *Conceptual Phasing Plan*. A full range of public services and utilities is required for the development. On-site facilities, such as water and sewer, parks, roads, and utilities, shall be developed in conjunction with project buildout. Improvements to other services, such as fire, water treatment, and law enforcement are planned and developed by the applicable governing agencies according to their own time frames and master plans. It should be noted that this Phasing Plan is included here to conceptually show how the Specific Plan is envisioned to develop. The exact timing of implementation for any given phase may vary based on a number of factors, including market and economic demands, as well as physical constraints or timing of infrastructure improvements.

1. Phase 1

Phase 1 generally covers the northwestern and northern portions of the AVANTI NORTH community and includes residential Planning Area A and the park within Planning Area F. A portion of Avenue K is also constructed as part of this phase. All required community and roadway landscaping, as well as applicable entry monumentation, are installed by the developer of the tract or area served by the associated roads.

2. Phase 2

Phase 2 covers development of the southwestern portion of the AVANTI NORTH community and includes residential Planning Area B. 70th Street West and portions of Avenue K and Avenue K-8 are also constructed as part of this phase. The associated roads and all necessary utilities will also be constructed.

3. Phase 3

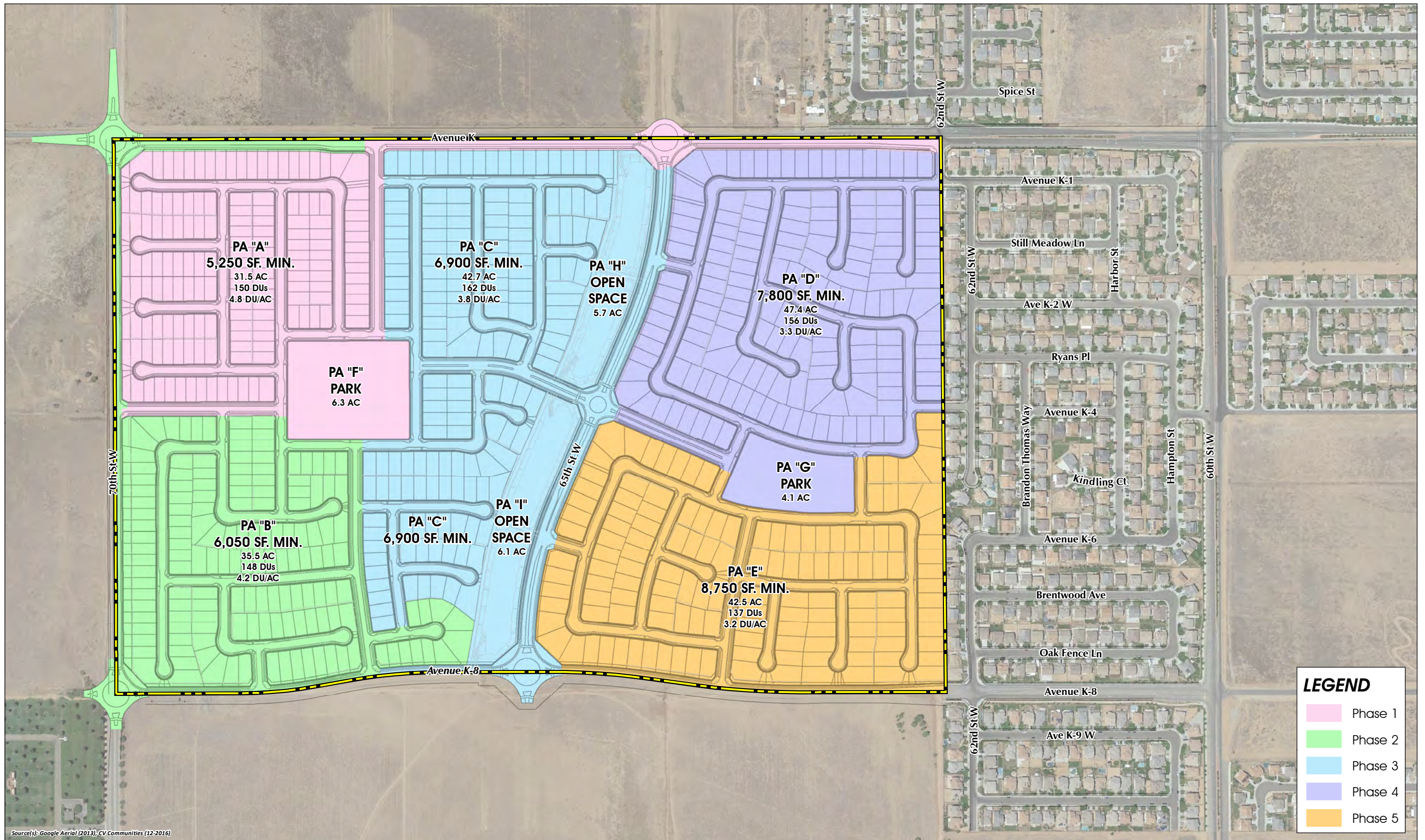
Phase 3 covers development of the central portion of the AVANTI NORTH community and includes residential Planning Area C and Open Space Planning Areas H and I. 65th Street West and a portion of Avenue K-8 are also constructed as part of this phase. The associated roads and all necessary utilities will also be constructed.

4. Phase 4

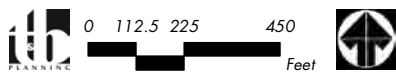
Phase 4 covers development of the northeastern portion of the AVANTI NORTH community and includes residential Planning Area D and the park within Planning Area G. The associated roads and all necessary utilities will also be constructed.

5. Phase 5

Phase 5 covers development of the southeastern portion of the AVANTI NORTH community and includes residential Planning Area E. A portion of Avenue K-8 is also constructed as part of this phase. The associated roads and all necessary utilities will also be constructed.



Source(s): Google Aerial (2013), CV Communities (12-2016)



CONCEPTUAL PHASING PLAN

III. PLANNING AREA DEVELOPMENT STANDARDS

This section establishes a list of permitted uses and dimensional standards for development in each planning area. Adherence to the standards will help to ensure that the community builds out as intended and that structures are placed and sized in ways that enhance the quality and character of AVANTI NORTH. The standards contained herein replace the dimensional standards for development contained in City of Lancaster’s Zoning Code. If a City Zoning Code standard is not replaced or specifically excluded by reference in this section of the Specific Plan, the City’s Zoning Code provision remains applicable.

The Planning Area exhibits contained in this section (Figure III-1 through Figure III-5) were derived from the *Specific Plan Land Use Plan* (Figure II-1). Notes on these exhibits make reference to relevant exhibits provided in Section IV, *Landscape Plan and Guidelines*, and Section V, *Architectural Theme and Style Guidelines*.

Refer to Section II, *Land Use, Infrastructure, and Approach to Development*, for standards that pertain to the following topics, which apply to every planning area in the Specific Plan.

- | | |
|-------------------------------------|-------------------------------------|
| II.A Specific Plan Land Use Plan | II.E Open Space and Recreation Plan |
| II.B Circulation Plan | II.F Conceptual Grading Plan |
| II.C Conceptual Drainage Plan | II.G Maintenance Plan |
| II.D Conceptual Water & Sewer Plans | |

A. Planning Area A – 5,250 SF Lots

1. Description

Planning Area A is located in the northwest section of AVANTI NORTH. Planning Area A provides for 150 single-family detached homes on 31.5 acres at a target density of 4.8 dwelling units per acre (du/ac). Refer to Figure III-1, *Planning Area A*. The required minimum lot size is 5,250 s.f. Homes in Planning Area A may be one story or two stories in height, and each home is required to include an attached garage that accommodates parking for at least two vehicles.

2. Land Use and Development Standards

Zoning requirements for Planning Area A are identified in Table III-1, *Planning Area A Development Standards*. If a zoning requirement contained in the City of Lancaster Municipal Code is not identified or specifically omitted from the requirements below, the requirements in the Municipal Code shall apply. All development within AVANTI NORTH shall comply with Chapter 15.28 of the Municipal Code, which requires an implementation of solar energy systems in new dwelling units.

Table III-1 Planning Area A Development Standards

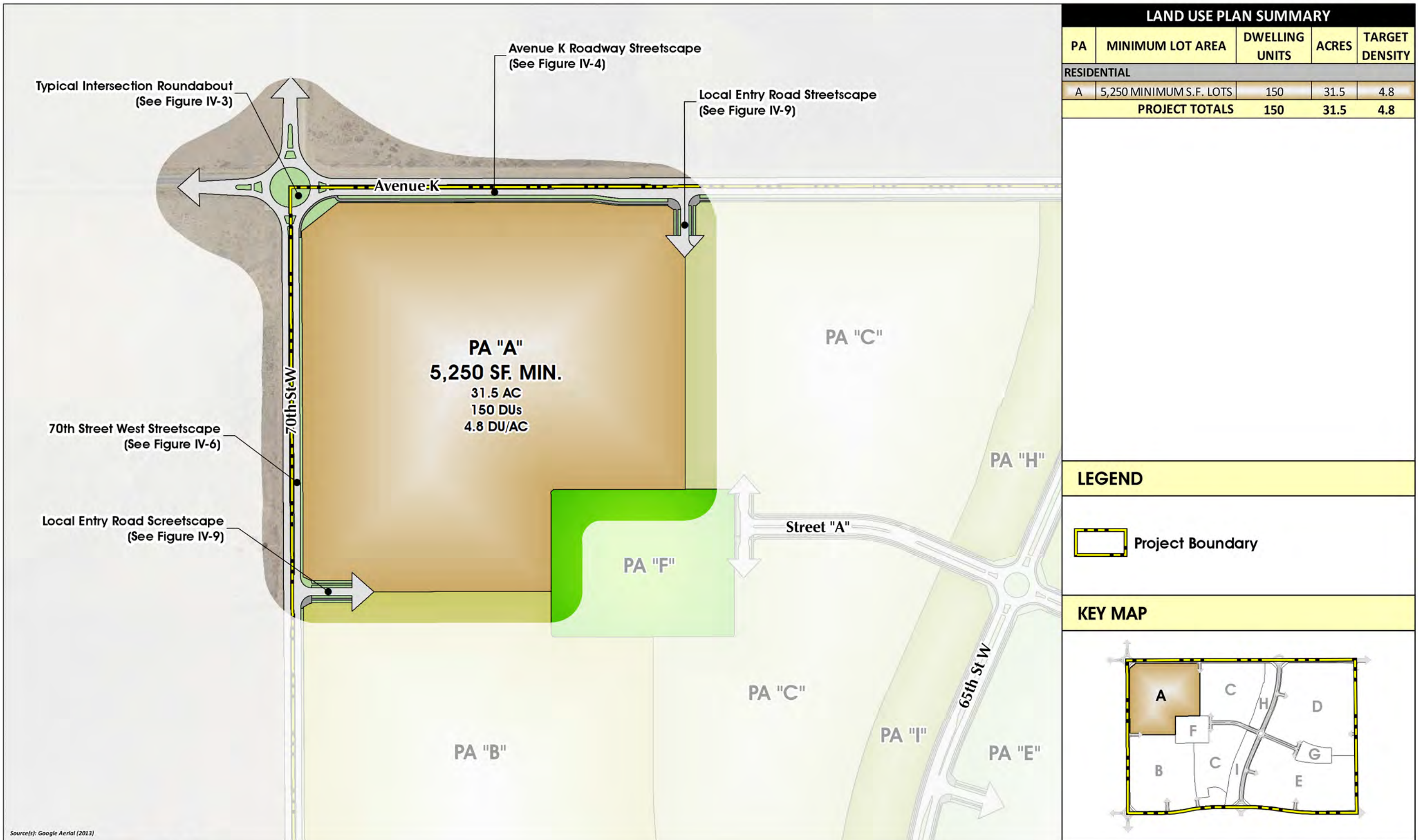
Allowed Uses	Single-family houses on individual lots
	Accessory structures/buildings (gazebos, sheds, etc.) typically associated with a residential home
	Swimming pools, spas, and pool equipment
	Small family daycare (up to 7 children)
	Home occupation/home office
	Electric vehicle charging station (EVCS)
	Non-commercial solar energy systems, including building and ground-mounted photo-voltaic (PV) panels
	Real estate sales office in conjunction with new subdivision
	Model homes in conjunction with new subdivision
Lot Specifications	
Minimum lot size	5,250 square feet
Minimum lot width – interior lot	50 feet
Minimum lot width – corner lot	55 feet
Minimum lot depth	80 feet
Building Placement	
Front plane build-to line ^A	15 Feet
Required minimum porch depth ^B	6 feet
Porch encroachment	Up to 6 feet beyond front plane build-to line
Garage setback	20 feet for front facing garages 15 feet for side facing (turn in) garages
Minimum rear yard ^C	12 feet

Table III-1 Planning Area A Development Standards

Minimum interior side yard ^C	5 feet
Minimum interior side yard: sum of two yards	10 feet
Minimum street side yard ^A	10 feet
Building Size and Massing	
Maximum lot coverage	60%
Maximum building height	35 feet
Parking	
Minimum number of parking spaces	2 spaces within an enclosed garage
<p>A. Accessory structures are not permitted in the front yard or street side yard setbacks.</p> <p>B. To the satisfaction of the Planning Director, an alternative frontage feature may be provided in lieu of a porch if it achieves the same design intent and variation.</p> <p>C. Accessory structures may encroach up to 2 feet into the minimum side yard setback and 8 feet into the minimum rear yard setback.</p>	

3. Planning Standards

- (1) Roadway landscape treatments, as shown in Figure IV-6, 70th Street West Streetscape, shall be provided along 70th Street West.
- (2) Roadway landscape treatments, as shown in Figure IV-4, Avenue K Streetscape, shall be provided along West Avenue K.
- (3) Roadway landscape treatments, as shown in Figure IV-10, Local Road Streetscape, shall be provided along Local Roads without cul-de-sacs.
- (4) Roadway landscape treatments, as shown in Figure IV-11, *Cul-de-Sac Local Road Streetscape*, shall be provided along Local Roads with cul-de-sacs.

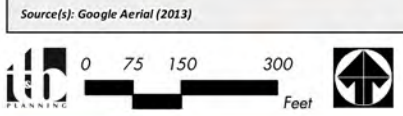


LAND USE PLAN SUMMARY				
PA	MINIMUM LOT AREA	DWELLING UNITS	ACRES	TARGET DENSITY
RESIDENTIAL				
A	5,250 MINIMUM S.F. LOTS	150	31.5	4.8
PROJECT TOTALS		150	31.5	4.8

LEGEND

Project Boundary

KEY MAP



PLANNING AREA A

B. Planning Area B – 6,050 SF Lots

1. Description

Planning Area B is located in the southwest section of AVANTI NORTH. Planning Area B provides for 148 single-family detached homes on 35.5 acres at a target density of 4.2 du/ac. The required minimum lot size is 6,050 s.f. Refer to Figure III-2, *Planning Area B*. Homes within Planning Area B may be one story or two stories in height, and each home is required to include an attached garage that accommodates parking for at least two vehicles.

2. Land Use and Development Standards

Zoning requirements for Planning Area B are identified in Table III-2, *Planning Area B Development Standards*. If a zoning requirement contained in the City of Lancaster Municipal Code is not identified or specifically omitted from the requirements below, the requirements in the Municipal Code shall apply. All development within AVANTI NORTH shall comply with Chapter 15.28 of the Municipal Code, which requires an implementation of solar energy systems in new dwelling units.

Table III-2 Planning Area B Development Standards

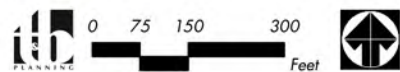
Allowed Uses	Single-family houses on individual lots
	Accessory structures/buildings (gazebos, sheds, etc.)
	Swimming pools and pool equipment
	Small family daycare (up to 7 children)
	Home occupation/home office
	Electric vehicle charging station (EVCS)
	Non-commercial solar energy systems, including building and ground-mounted photo-voltaic (PV) panels
	Real estate sales office in conjunction with new subdivision
	Model homes in conjunction with new subdivision
Lot Specifications	
Minimum lot size	6,050 square feet
Minimum lot width – interior lot	55 feet
Minimum lot width — corner lot	65 feet
Minimum lot depth	80 feet
Building Placement	
Front plane build-to line ^A	15 feet
Required minimum porch depth ^B	6 feet
Porch encroachment	Up to 6 feet beyond front plane build-to line
Garage location	20 feet for front facing garages 15 feet for side facing (turn in) garages
Minimum rear yard ^C	15 feet

Table III-2 Planning Area B Development Standards

Minimum interior side yard ^C	5 feet
Minimum interior side yard: sum of two yards	10 feet
Minimum street side yard ^A	10 feet
Building Size and Massing	
Maximum lot coverage	60%
Maximum building height	35 feet
Parking	
Minimum number of parking spaces	2 spaces within an enclosed garage
<p>A. Accessory structures are not permitted in the front yard or street side yard setbacks.</p> <p>B. To the satisfaction of the Planning Director, an alternative frontage feature may be provided in lieu of a porch if it achieves the same design intent and variation.</p> <p>C. Accessory structures may encroach up to 2 feet into the minimum side yard setback and 8 feet into the minimum rear yard setback.</p>	

3. Planning Standards

- (1) Roadway landscape treatments, as shown in Figure IV-6, *70th Street West Streetscape*, shall be provided along 70th Street West.
- (2) Roadway landscape treatments, as shown in Figure IV-5, *Avenue K-8 Streetscape*, shall be provided along Avenue K-8.
- (3) Roadway landscape treatments, as shown in Figure IV-10, *Local Road Streetscape*, shall be provided along Local Roads without cul-de-sacs.
- (4) Roadway landscape treatments, as shown in Figure IV-11, *Cul-de-Sac Local Road Streetscape*, shall be provided along Local Roads with cul-de-sacs.



PLANNING AREA B

C. Planning Area C – 6,900 SF Lots

1. Description

Planning Area C is located in the north-central section of AVANTI NORTH. Planning Area C provides for 162 single-family detached homes on 42.7 acres at a target density of 3.8 du/ac. The required minimum lot size is 6,900 s.f. Refer to Figure III-3, *Planning Area C*. Homes within Planning Area C may be one story or two stories in height, and each home is required to include an attached garage that accommodates parking for at least two vehicles.

2. Land Use and Development Standards

Zoning requirements for Planning Area C are identified in Table III-3, *Planning Area C Development Standards*. If a zoning requirement contained in the City of Lancaster Municipal Code is not identified or specifically omitted from the requirements below, the requirements in the Municipal Code shall apply. All development within AVANTI NORTH shall comply with Chapter 15.28 of the Municipal Code, which requires an implementation of solar energy systems in new dwelling units.

Table III-3 Planning Area C Development Standards

Allowed Uses^E	Single-family houses on individual lots
	Accessory structures/buildings (gazebos, sheds, etc.)
	Swimming pools and pool equipment
	Small family daycare (up to 7 children)
	Home occupation/home office
	Electric vehicle charging station (EVCS)
	Non-commercial solar energy systems, including building and ground-mounted photo-voltaic (PV) panels
	Real estate sales office in conjunction with new subdivision
	Model homes in conjunction with new subdivision
Lot Specifications	
Minimum lot size	6,900 square feet
Minimum lot width – interior lot	60 feet
Minimum lot width – corner lot	65 feet
Minimum lot depth	80 feet
Building Placement	
Front plane build-to line ^A	15 feet
Required minimum porch depth ^B	6 feet
Porch encroachment	Up to 6 feet beyond front plane build-to line
Garage location	20 feet for front facing garages 15 feet for side facing (turn in) garages
Minimum rear yard ^C	15 feet

Table III-3 Planning Area C Development Standards

Minimum interior side yard ^C	5 feet
Minimum interior side yard: sum of two yards ^D	10 feet
Minimum street side yard ^A	10 feet
Building Size and Massing	
Maximum lot coverage	60%
Maximum building height	35 feet
Parking	
Minimum number of parking spaces.	2 spaces within an enclosed garage
<p>A. Accessory structures are not permitted in the front yard or street side yard setbacks.</p> <p>B. To the satisfaction of the Planning Director, an alternative frontage feature may be provided in lieu of a porch if it achieves the same design intent and variation.</p> <p>C. Accessory structures may encroach up to 2 feet into the minimum side yard setback and 8 feet into the minimum rear yard setback.</p>	

3. Planning Standards

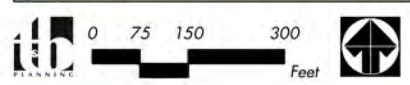
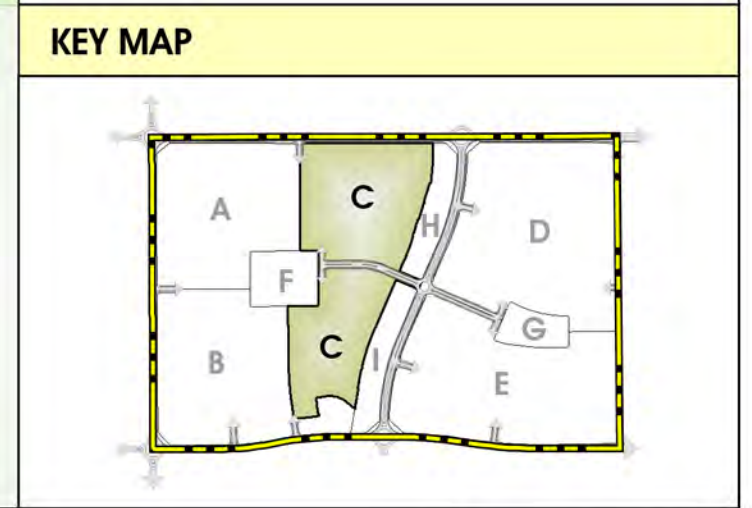
- (1) Roadway landscape treatments, as shown in Figure IV-4, *West Avenue K Streetscape*, shall be provided along West Avenue K.
- (2) Roadway landscape treatments, as shown in Figure IV-7, *65th Street West Streetscape*, shall be provided along 65th Street West.
- (3) Roadway landscape treatments, as shown in Figure IV-10, *Local Road Streetscape*, shall be provided along Local Roads without cul-de-sacs.
- (4) Roadway landscape treatments, as shown in Figure IV-11, *Cul-de-Sac Local Road Streetscape*, shall be provided along Local Roads with cul-de-sacs.
- (5) Roadway landscape treatments, as shown in Figure IV-3, *Typical Intersection Roundabout*, shall be provided at the roundabout located where 65th Street West meets Street “A.”



LAND USE PLAN SUMMARY				
PA	MINIMUM LOT AREA	DWELLING UNITS	ACRES	TARGET DENSITY
RESIDENTIAL				
C	6,900 MINIMUM S.F. LOTS	162	42.7	3.8
PROJECT TOTALS		162	42.7	3.8

LEGEND

Project Boundary



PLANNING AREA C

D. Planning Area D – 7,800 SF Lots

1. Description

Planning Area D is located in the northeast section of AVANTI NORTH. Planning Area D provides for 156 single-family detached homes on 47.4 acres at a target density of 3.3 du/ac. The required minimum lot size is 7,800 s.f. Refer to Figure III-4, *Planning Area D*. Homes within Planning Area D may be one story or two stories in height, and each home is required to include an attached garage that accommodates parking for at least two vehicles.

2. Land Use and Development Standards

Zoning requirements for Planning Area D are identified in Table III-4, *Planning Area D Development Standards*. If a zoning requirement contained in the City of Lancaster Municipal Code is not identified or specifically omitted from the requirements below, the requirements in the Municipal Code shall apply. All development within AVANTI NORTH shall comply with Chapter 15.28 of the Municipal Code, which requires an implementation of solar energy systems in new dwelling units.

Table III-4 Planning Area D Development Standards

Allowed Uses^E	Single-family houses on individual lots
	Accessory structures/buildings (gazebos, sheds, etc.)
	Swimming pools and pool equipment
	Small family daycare (up to 7 children)
	Home occupation/home office
	Electric vehicle charging station (EVCS)
	Non-commercial solar energy systems, including building and ground-mounted photo-voltaic (PV) panels
	Real estate sales office in conjunction with new subdivision
	Model homes in conjunction with new subdivision
	Multi-generational units, guest houses, and accessory dwelling units
Lot Specifications	
Minimum lot size	7,800 square feet
Minimum lot width – interior lot	65 feet
Minimum lot width – corner lot	70 feet
Minimum lot depth	80 feet
Building Placement	
Front plane build-to line ^A	15 feet
Required minimum porch depth ^B	6 feet
Porch encroachment	Up to 6 feet beyond front plane build-to line
Garage location	20 feet for front facing garages

Table III-4 Planning Area D Development Standards

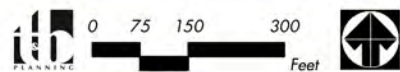
	15 feet for side facing (turn in) garages
Minimum rear yard ^C	15 feet
Minimum interior side yard ^C	5 feet
Minimum interior side yard: sum of two yards ^D	15 feet
Minimum street side yard ^A	10 feet
Building Size and Massing	
Maximum lot coverage	60%
Maximum building height	35 feet
Parking	
Minimum number of parking spaces	2 spaces within an enclosed garage
<p>A. Accessory structures are not permitted in the front yard or street side yard setbacks.</p> <p>B. To the satisfaction of the Planning Director, an alternative frontage feature may be provided in lieu of a porch if it achieves the same design intent and variation.</p> <p>C. Accessory structures may encroach up to 2 feet into the minimum side yard setback and 8 feet into the minimum rear yard setback.</p> <p>D. Side yard setbacks adjacent to driveways shall be a minimum of 10 feet.</p> <p>E. Multi-generational units, guest houses, and accessory dwelling units are permitted, in accordance with State law.</p>	

3. Planning Standards

- (1) Roadway landscape treatments, as shown in Figure IV-7, *65th Street West Streetscape*, shall be provided along 65th Street West.
- (2) Roadway landscape treatments, as shown in Figure IV-10, *Non Cul-de-Sac Local Road Streetscape*, shall be provided along Local Roads without cul-de-sacs.
- (3) Roadway landscape treatments, as shown in Figure IV-11, *Cul-de-Sac Local Road Streetscape*, shall be provided along Local Roads with cul-de-sacs.
- (4) Neighborhood entrance monumentation, as conceptually depicted in Figure IV-1, *Community Monumentation Plan View*, and Figure IV-2, *Community Monumentation Elevation View*, shall be provided at key access points to this neighborhood, as shown in Figure III-4.



Source(s): Google Aerial (2013)



PLANNING AREA D

E. Planning Area E – 8,750 SF Lots

1. Description

Planning Area E is located in the southeast section of AVANTI NORTH. Planning Area D provides for 137 single-family detached homes on 42.5 acres at a target density of 3.2 du/ac. The required minimum lot size is 8,750 s.f. Refer to Figure III-5, *Planning Area E*. Homes within Planning Area E may be one story or two stories in height, and each home is required to include an attached garage that accommodates parking for at least two vehicles.

2. Land Use and Development Standards

Zoning requirements for Planning Area E are identified in Table III-5, *Planning Area E Development Standards*. If a zoning requirement contained in the City of Lancaster Municipal Code is not identified or specifically omitted from the requirements below, the requirements in the Municipal Code shall apply. All development within AVANTI NORTH shall comply with Chapter 15.28 of the Municipal Code, which requires an implementation of solar energy systems in new dwelling units.

Table III-5 Planning Area E Development Standards

Allowed Uses^E	Single-family houses on individual lots
	Accessory structures/buildings (gazebos, sheds, etc.)
	Swimming pools and pool equipment
	Small family daycare (up to 7 children)
	Home occupation/home office
	Electric vehicle charging station (EVCS)
	Non-commercial solar energy systems, including building and ground-mounted photo-voltaic (PV) panels
	Real estate sales office in conjunction with new subdivision
	Model homes in conjunction with new subdivision
	Multi-generational units, guest houses, and accessory dwelling units
Lot Specifications	
Minimum lot size	8,750 square feet
Minimum lot width – interior lot	70 feet
Minimum lot width – corner lot	75 feet
Minimum lot depth	80 feet
Building Placement	
Front plane build-to line ^A	15 feet
Required minimum porch depth ^B	6 feet
Porch encroachment	Up to 6 feet beyond front plane build-to line
Garage location	20 feet for front facing garages

Table III-5 Planning Area E Development Standards

	15 feet for side facing (turn in) garages
Minimum rear yard ^C	15 feet
Minimum interior side yard ^C	5 feet
Minimum interior side yard: sum of two yards ^D	15 feet
Minimum street side yard ^A	10 feet
Building Size and Massing	
Maximum lot coverage	60%
Maximum building height	35 feet
Parking	
Minimum number of parking spaces	2 spaces within an enclosed garage
<p>A. Accessory structures are not permitted in the front yard or street side yard setbacks.</p> <p>B. To the satisfaction of the Planning Director, an alternative frontage feature may be provided in lieu of a porch if it achieves the same design intent and variation.</p> <p>C. Accessory structures may encroach up to 2 feet into the minimum side yard setback and 8 feet into the minimum rear yard setback.</p> <p>D. Side yard setbacks adjacent to driveways shall be a minimum of 10 feet.</p> <p>E. Multi-generational units, guest houses, and accessory dwelling units are permitted, in accordance with State law.</p>	

3. Planning Standards

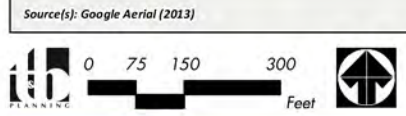
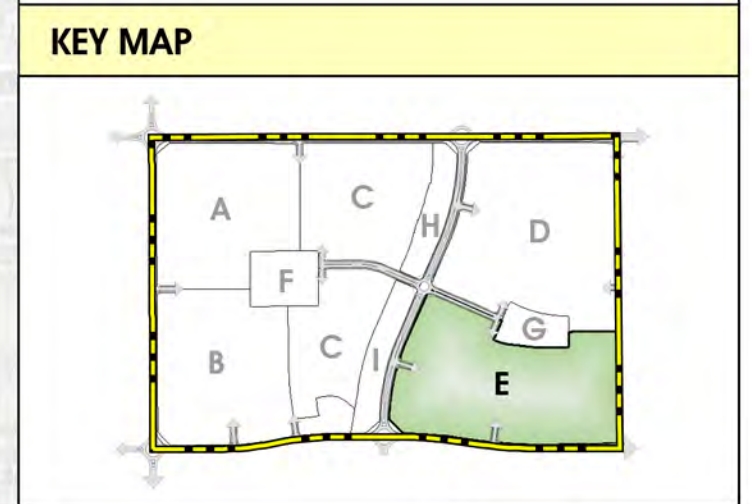
- (1) Roadway landscape treatments, as shown in Figure IV-5, *Avenue K-8 Streetscape*, shall be provided along Avenue K-8.
- (2) Roadway landscape treatments, as shown in Figure IV-7, *65th Street West Streetscape*, shall be provided along 65th Street West.
- (3) Roadway landscape treatments, as shown in Figure IV-10, *Non Cul-de-Sac Local Road Streetscape*, shall be provided along Local Roads without cul-de-sacs.
- (4) Roadway landscape treatments, as shown in Figure IV-11, *Cul-de-Sac Local Road Streetscape*, shall be provided along Local Roads with cul-de-sacs.
- (5) Neighborhood entrance monumentation, as conceptually depicted in Figure IV-1, *Community Monumentation Plan View*, and Figure IV-2, *Community Monumentation Elevation View*, shall be provided at key access points to this neighborhood, as shown in Figure III-5.



LAND USE PLAN SUMMARY				
PA	MINIMUM LOT AREA	DWELLING UNITS	ACRES	TARGET DENSITY
RESIDENTIAL				
E	8,750 MINIMUM S.F. LOTS	137	42.5	3.2
PROJECT TOTALS		137	42.5	3.2

LEGEND

- Project Boundary
- Community Monumentation



PLANNING AREA E

F. Planning Area F – 6.3-Acre Park

1. Description

As shown in Figure III-6, *Planning Area F*, a 6.3-acre public neighborhood park is located in Planning Area F in the western section of AVANTI NORTH. This park provides neighborhood-oriented recreational amenities such as a decomposed granite trail, shade trellises, picnic tables, and an open play lawn.

2. Land Use and Development Standards

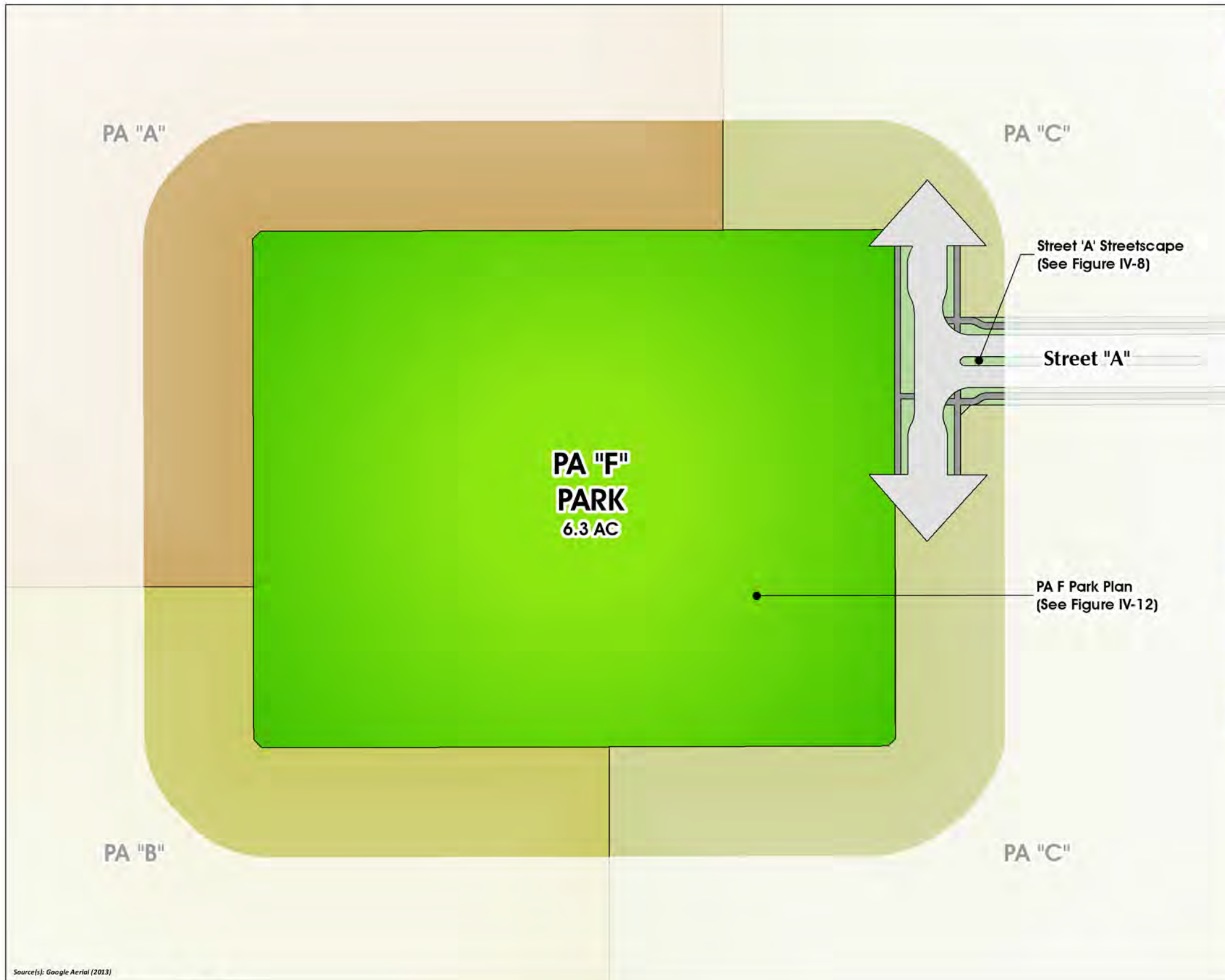
Zoning requirements for Planning Area F are identified in Table III-6, *Planning Area F Development Standards*. If a zoning requirement contained in the City of Lancaster Municipal Code is not identified or specifically omitted from the requirements below, the requirements in the Municipal Code shall apply.

Table III-6 Planning Area F Development Standards

Allowed Uses	Parks
	Accessory structures/buildings (gazebos, shade structures, etc.) typically associated with a park.
	Restrooms
Building Size and Massing	
Maximum Building Height	40 feet
Parking	
Minimum number of parking spaces	Parallel parking around the perimeter of the park is required.

3. Planning Standards

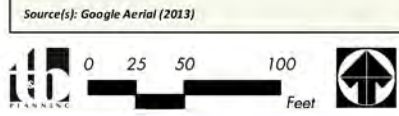
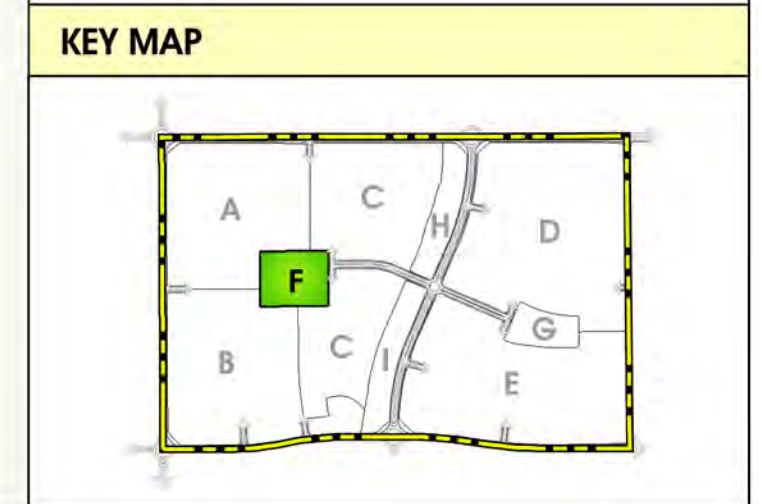
- (1) A site plan concept for the park in Planning Area F is provided on Figure IV-12, *PA F Park Plan*.
- (2) Landscaping shall occur as depicted on Figure IV-12, *PA F Park Plan*.
- (3) Trails and sidewalks shall be provided as shown on Figure II-6, *Pedestrian Circulation Plan*.
- (4) Walls and fences shall be provided as shown on Figure IV-15, *Wall and Fence Plan*.



LAND USE PLAN SUMMARY				
PA	MINIMUM LOT AREA	DWELLING UNITS	ACRES	TARGET DENSITY
NON-RESIDENTIAL				
F	PARK	--	6.3	--
PROJECT TOTALS		--	6.3	--

LEGEND

Project Boundary



PLANNING AREA F

figure III-6

G. Planning Area G – 4.1-Acre Park

1. Description

As shown in Figure III-7, *Planning Area G*, a 4.1-acre neighborhood park located in Planning Area G in the eastern section of AVANTI NORTH. This park provides neighborhood-oriented recreational amenities such as a perimeter trail, workout stations along the trail, picnic tables, shade trellis, and an open play field.

2. Land Use and Development Standards

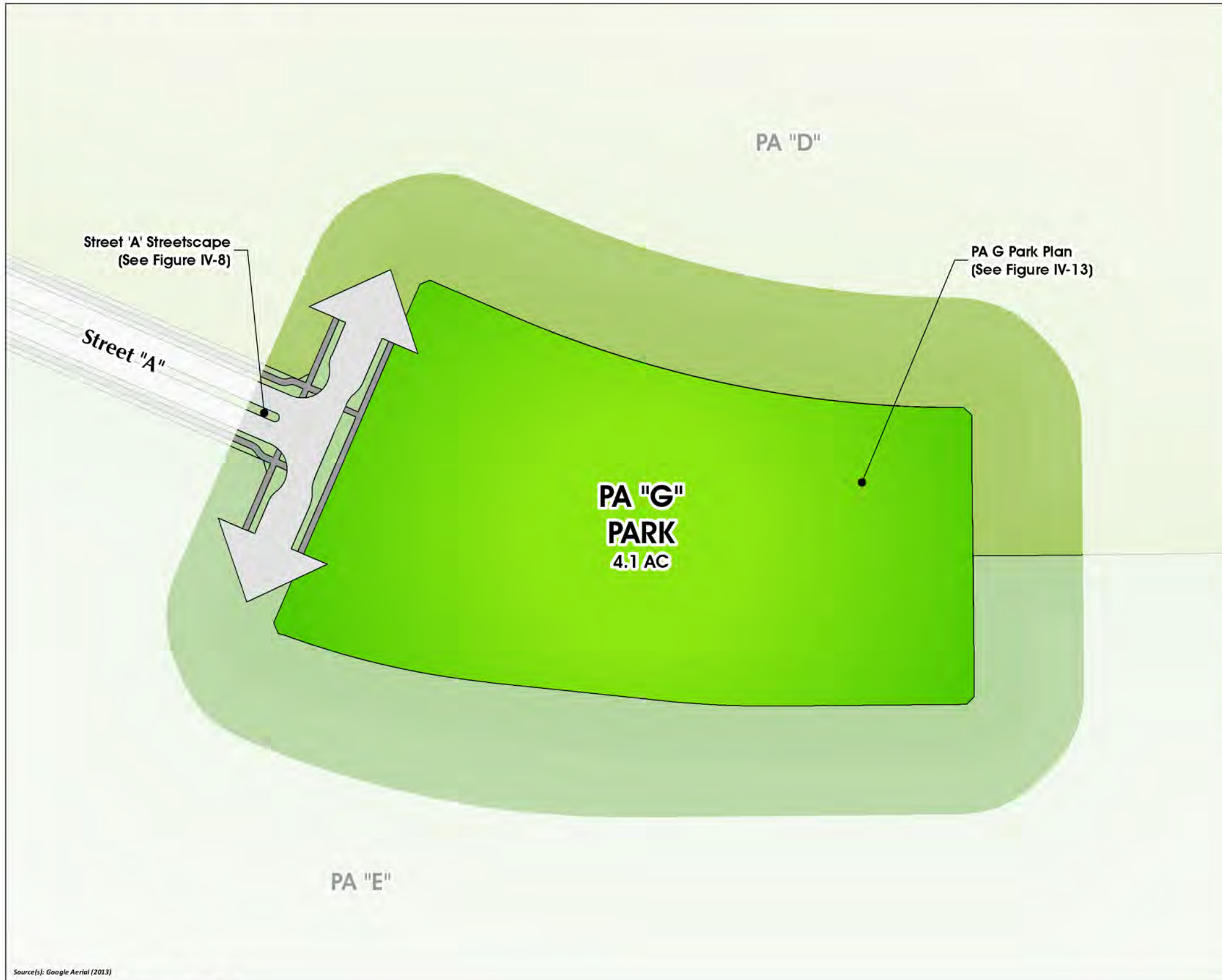
Zoning requirements for Planning Area G are identified in Table III-7, *Planning Area G Development Standards*. If a zoning requirement contained in the City of Lancaster Municipal Code is not identified or specifically omitted from the requirements below, the requirements in the Municipal Code shall apply.

Table III-7 Planning Area G Development Standards

Allowed Uses	Parks
	Accessory structures/buildings (gazebos, shade structures, etc.) typically associated with a park.
	Restrooms
Building Size and Massing	
Maximum Building Height	40 feet
Parking	
Minimum number of parking spaces	Parallel parking around the perimeter of the park is required.

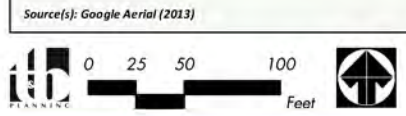
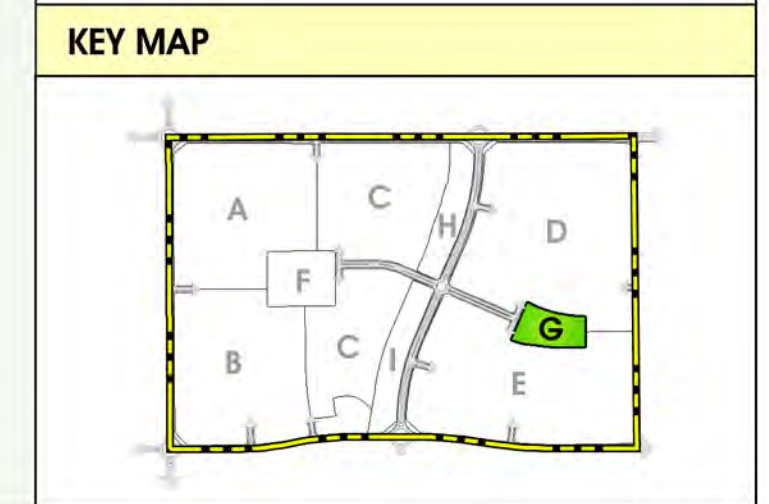
3. Planning Standards

- (1) A site plan concept for the park in Planning Area G is provided on Figure IV-13, *PA G Park Plan*.
- (2) Landscaping shall occur as depicted on Figure IV-13, *PA G Park Plan*.
- (3) Trails and sidewalks shall be provided as shown on Figure II-6, *Pedestrian Circulation Plan*.
- (4) Walls and fences shall be provided as shown on Figure IV-15, *Wall and Fence Plan*.



LAND USE PLAN SUMMARY				
PA	MINIMUM LOT AREA	DWELLING UNITS	ACRES	TARGET DENSITY
NON-RESIDENTIAL				
G	PARK	--	4.1	--
PROJECT TOTALS		--	4.1	--

LEGEND	
	Project Boundary



PLANNING AREA G

figure III-7

H. Planning Areas H and I – Open Space

1. Description

As shown on Figure III-8, *Planning Areas H and I*, two open space areas that serve as storm water detention basins are located in Planning Area H (5.7 acres) and Planning Area I (6.1 acres). Storm water flows generated from within the community are conveyed to Planning Areas H and I via the community’s storm drain system and are temporarily detained during peak storm events before being discharged off-site (See Section II.C, *Conceptual Drainage Plan*, for additional information.) Landscaping is provided along the perimeter of Planning Areas H and I and a meandering trail is provided around the perimeter of the basins as a recreational amenity.

2. Land Use and Development Standards

Zoning requirements for Planning Areas H and I are identified in Table III-8, *Planning Areas H and I Development Standards*. If a zoning requirement contained in the City of Lancaster Municipal Code is not identified or specifically omitted from the requirements below, the requirements in the Municipal Code shall apply.

Table III-8 Planning Areas H and I Development Standards

Allowed Uses	Storm water detention basins
	Accessory structures/buildings (gazebos, sheds, etc.)
	Trails

3. Planning Standards

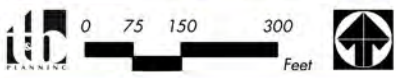
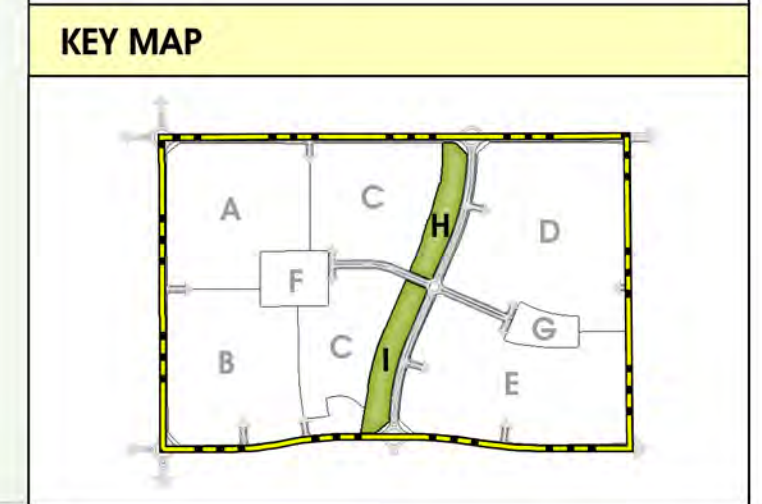
- (1) Landscaping shall occur as depicted in Figure IV-14, *Detention Basin Landscaping*.



LAND USE PLAN SUMMARY				
PA	MINIMUM LOT AREA	DWELLING UNITS	ACRES	TARGET DENSITY
NON-RESIDENTIAL				
H	OPEN SPACE	--	5.7	--
I	OPEN SPACE	--	6.1	--
PROJECT TOTALS		--	6.1	--

LEGEND

- Project Boundary
- Community Monumentation



PLANNING AREAS H AND I

IV. LANDSCAPE PLAN AND GUIDELINES

A. Introduction

1. Purpose and Intent

The AVANTI NORTH Landscape Plan and Guidelines address the community's landscape theme. Guidelines are presented for the placement and design of entry monuments, fencing, and landscaping within roadway rights-of-way, easements, neighborhood parks, and the open space/detention basin areas. Due to the climatic conditions of the high-desert area, the guidelines encourage drought tolerant and minimal water usage plants.

2. Summary

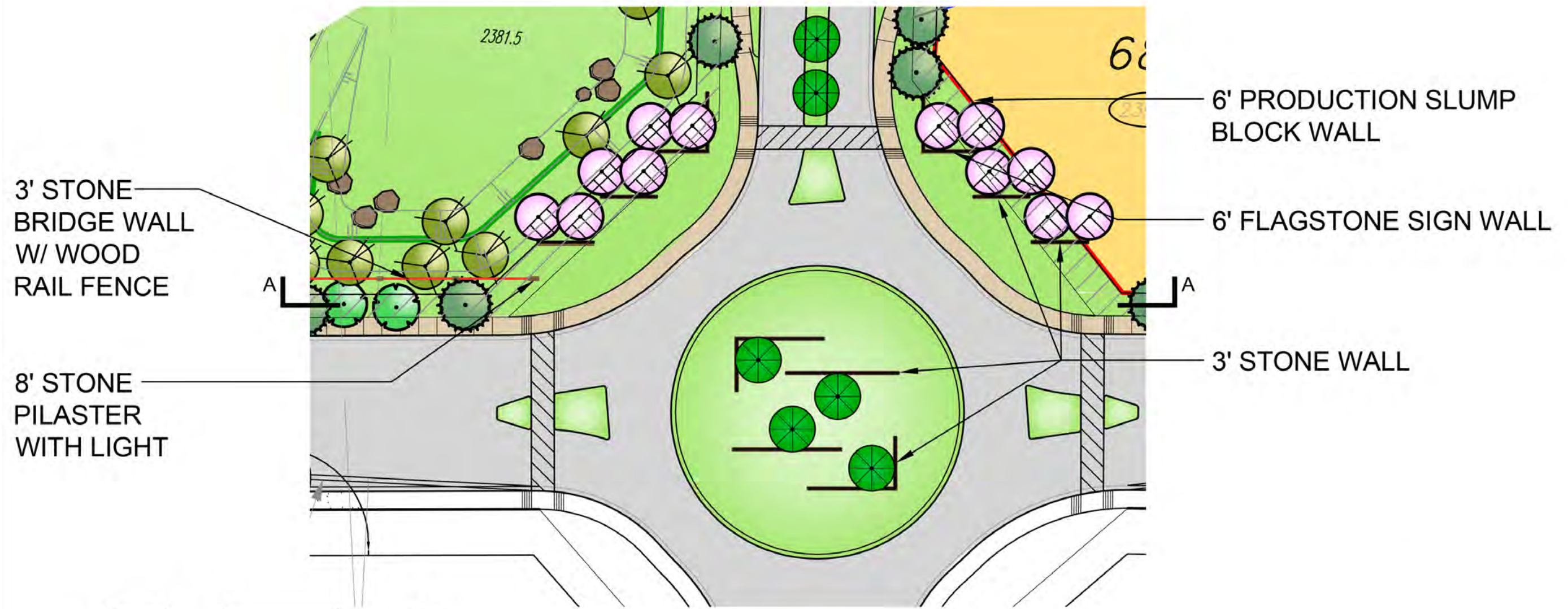
An aesthetically cohesive landscape design reinforces the community's identity and visual character. The landscaping complements the physical setting of Lancaster through the use of lush, colorful, water-efficient plants and trees planted at focal points throughout AVANTI NORTH. The landscaping design is implemented through major thematic community elements listed below and discussed in more detail on the following pages.

- | | |
|--|---|
| <input type="checkbox"/> Community Entries and Monuments | <input type="checkbox"/> Recreational Amenities |
| <input type="checkbox"/> Plant Palette | <input type="checkbox"/> Detention Basins |
| <input type="checkbox"/> Community Roadway Landscaping | <input type="checkbox"/> Walls and Fencing |

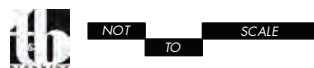
The information presented in this section is instructive and not prescriptive. The guidelines can be interpreted and applied with creativity to create visual interest and meet City and project proponent goals. However, it is critical that such flexibilities are consistent with the core elements of the overall theme described herein to ensure a cohesive community-wide landscape concept.

B. Community Entries & Monuments

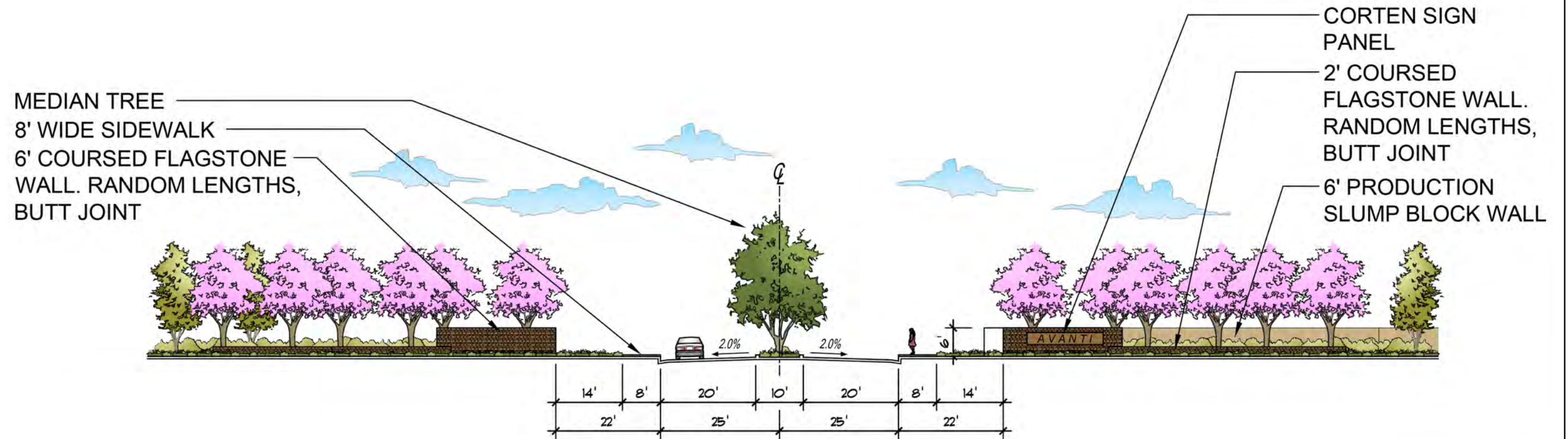
Identification of AVANTI NORTH is provided by monuments located at the roundabout where 65th Street West and Street "A" intersect. As shown on Figure IV-1, *Community Monumentation – Plan View*, 6-foot wide flagstone sign walls are located on the northern corners of the intersection. A Corten steel sign with the community's name is located on the walls, as shown in Figure IV-2, *Community Monumentation – Elevation View*. Two-foot high stone accent walls are located within the roundabout and at the corners of the intersection.



Source(s): Clark & Green (05-04-2015)



COMMUNITY MONUMENTATION - PLAN VIEW



Source(s): Clark & Green (06-25-2015)



COMMUNITY MONUMENTATION - ELEVATION VIEW

C. Plant Palette

The Plant Palette for AVANTI NORTH was selected to complement and enhance the setting of the community, while ensuring the conservation of water resources. The Plant Palette accentuate the community’s architectural styles and design elements (hardscape, monumentation, walls and fences, etc.).

To ensure the conservation of water resources and to alleviate long-term maintenance concerns, the Plant Palette for AVANTI NORTH is comprised of water-efficient species native to southern California or naturalized to the arid southern California climate.

Table IV-1, *Community Plant Palette*, provides a base plant palette for the AVANTI NORTH community’s landscape design. Other similar plant materials may be substituted provided the selected plant materials are water-efficient and complement the AVANTI NORTH community theme. Plant selection for specific areas of the community shall have similar watering requirements so that irrigation systems can be designed to minimize water use and plant materials can thrive under optimal conditions.

Table IV-1 Community Plant Palette

CACTUS & SUCCULENTS								
Scientific	Common Name	R	C	L	ST	PT	W	Water Use
R-Residential, C-Commercial, Institutional, Industrial, ST-Street Tree, L-Landscape District, PT-Plant Type, W-Plant Width								
Agave colorata	Mescal Agave	X	X			H	2	VL
Agave parryi 'Compacta Variegata'	Dwarf Variegated Artichoke Agave	X	X			H	2	VL
Dasyliirion wheeleri	Desert Spoon	X		X		E	3	L
Hesperaloe funifera	Coahuilan Hesperaloe	X		X		E	3	L
Hesperaloe parviflora	Red/Yellow Yucca	X		X		E	2	L
Yucca baccata	Datil Yucca	X	X			E	4	L
Yucca schidigera	Mohave Yucca	X	X			E	2	L
GROUND COVERS								
Baccharis pilularis	Coyote Brush ** ₂ ***	X		X				
Cotoneaster 'Lowfast'		X		X		D	5	L
Rosmarinus prostratus	Creeping Rosemary * ₂ **		X	X				
ORNAMENTAL GRASS								
Muhlenbergia capillaris	Pink Muhly	X		X		H	3	L
Muhlenbergia rigens	Deer Grass	X		X		H	3	L
PALMS								
Chamaerops humilis	Mediterranean Fan Palm			X		E	8	L

Table IV-1 Community Plant Palette

Chamaerops humilis V. cerifera	Morrocan Blue Fan Palm			X		E	8	L
SHRUBS AND GROUNDCOVER								
Baccharis pilularis 'Twin Peaks'	Coyote Bush Prostrate	X		X		E	5	L
Caesalpinia gilliesii	Desert Bird-of-Paradise	X		X		D	8	VL
Cistus spp	Rockrose	X		X		E	5	L
Cotoneaster dammeri	Bearberry Cotoneaster	X		X		D	5	M
Dalea frutescens 'Sierra Negra'	Black Dalea	X		X		E	4	L
Elaeagnus pungens 'Marginata'	Silver-Edged Silverberry	X		X		E	6	L
Encelia farinosa	Desert Encelia	X		X		D	2	L
Fallugia paradoxa	Apache Plume	X		X		E	4	VL
Heteromeles arbutifolia	Toyo, Christmas Berry, California Holly * ₂ ***	X		X		E	6	VL
Ilex vomitoria 'Nana'	Dwarf Yaupon	X		X		E	2	L
Juniperus californica	California Juniper	X		X		C	8	VL
Juniperus chinensis 'Columnaris'	Blue Point Juniper	X		X		C	4	L
Lagerstroemia indica 'Cvs'	Crape Myrtle	X		X		D	8	M
Leucophyllum frutescen 'Alba'	Texas Ranger	X		X		E	5	VL
Leucophyllum frutescen 'Compacta'	Texas Ranger	X		X		E	4	VL
Leucophyllum frutesen 'Green Cloud'	Texas Ranger	X		X		E	5	VL
Leucophyllum frutesen 'Silver Cloud'	Texas Ranger	X		X		E	5	VL
Olea europaea 'Skylark Dwarf'	Dwarf Olive	X		X		E	10	L
Punica granatum 'Nana'	Dwarf Pomegrante	X		X		D	2	L
Pyracantha coccinea 'Lalandei'	Firethorn	X		X		E	8	M
Pyracantha 'Santa Cruz'	Santa Cruz Firethorn	X		X		E	5	M
Rhus ovata	Sugar Bush * ₂ ***	X		X		E	5	L
Rosmarinus officinalis	Rosemary	X		X		E	4	L
Rosmarinus officinalis 'Prostratus'	Trailing Rosemary	X		X		E	4	L
Salvia clevelandii	Cleveland Sage	X		X		E	4	M
Salvia greggii	Autumn Sage	X		X		E	2	L
Yucca	Yucca			X				

TREES								
Scientific	Common Name	R	C	L	ST	PT	W	Water Use
R-Residential, C-Commercial, Institutional, Industrial, ST-Street Tree, L-Landscape District, PT-Plant Type, W-Plant Width								
Acacia stenophyll	Shoestring Acacia	X		X		E	20	L
Albizia julibrissin	Silk Tree, Mimosa	X		X		D	25	L
Cercidium desert 'Museum'	Hybrid Palo Verde	X		X		D	15	L
Chilopsis linearis 'Art's Seedless'	Desert Willow	X		X		D	15	L
Cotinus coggygia 'Cvs'	Purple Smoke Tree	X		X		D	12	L
Fraxinus oxycarpa 'Raywood'	Raywood Ash (Claret Ash)	X		X	X	D	20	M
Gleditsia triacanthos	Honey Locust	X		X	X	D	40	L
Juniperus californica	California Juniper			X				
Olea europaea 'Swan Hill'	Swan Hill Olive	X		X		E	15	VL
Parkinsonia aculeata	Mexican Palo Verde	X		X		D	15	L
Pinus eldarica	Eldarica Pine	X		X		C	20	L
Pinus halepensis 'Brutia'	Aleppo Pine	X		X		C	20	L
Pistacia chinensis	Chinese Pistache	X		X	X	D	30	L
Prosopis phoenix	Thornless Mesquite	X		X		D	30	L
Prosopis glandulosa 'Torreyana'	Mesquite	X	X			D	30	L
Quercus buckleyi	Spanish Oak			X		D	20	L
Quercus ilex	Holly Oak	X		X		E	20	L
Quercus virginiana	Southern Live Oak	X		X		D	20	M
X Chitalpa tashkentensis	Chitalpa	X		X	X	D	20	L

D. Community Roadway Landscaping

Streetscape design within AVANTI NORTH enforces a circulation hierarchy, creates a sense of place, and facilitates a walkable community. Landscape treatments include sidewalks, parkway trees, and center medians to enhance the roadways. Landscaping in streetscapes consists of drought-tolerant plants, colorful shrubs, and street trees. In all instances, a line-of-sight for entering/exiting vehicles shall be maintained at street intersections.

AVANTI NORTH provides for five roundabouts located along Avenue K in the northern and northwestern portions of the community, at 65th Street West and 70th Street West; 65th Street West in the central and southern portions of the community, at Street “A” and Avenue K-8; and Avenue K-8 in the southwestern portion of the community, at 70th Street West. The roundabouts at the intersections of Avenue K K/70th Street West, 65th Street West/Avenue K, Avenue K-8/65th Street West, and Avenue K-8/70th Street West

are designed to be approximately 90 feet in diameter with a 64-foot diameter central island, as shown in Figure IV-3, *Typical Intersection Roundabout*. The roundabout at the intersection of 65th Street West/Street "A" is designed to be approximately 66 feet in diameter with a 40-foot diameter central island. The central islands of each roundabout are planted with the same trees found within the roadway medians of AVANTI NORTH. In addition, 2-foot high flagstone accent walls are located within the islands and the corners of the intersections.

1. Avenue K (100' ROW)

Avenue K is located along the northern boundary of AVANTI NORTH. As depicted on Figure IV-4, *Avenue K Roadway Streetscape*, this roadway contains a 100-foot-wide right-of-way with a 14-foot wide landscaped center median, two 13-foot wide travel lanes, two 7-foot wide bike lanes, a landscaped parkway that ranges from 11 to 15 feet in width, an 8-foot wide sidewalk on both sides of the street, and two 4-foot landscaped parkways between the sidewalk and landscape easement, and is planted with evergreen trees and street trees with groundcover. A minimum 6-foot tall community theme wall separates the roadway from adjacent residential land uses at the edge of the landscaped easement on the south side of the street.

2. Avenue K-8 (68' ROW)

Avenue K-8 is located along the southern boundary of AVANTI NORTH. As shown on Figure IV-5, *Avenue K-8 Roadway Streetscape*, this roadway contains an 68-foot wide right-of-way with two 11-foot wide travel lanes, two 7-foot wide bike lanes, a 6-foot wide landscaped parkway on both sides of the street, and a 6-foot wide meandering sidewalk and a 4-foot wide meandering landscaped parkway between the sidewalk and landscaped easement on both sides of the street. A 14-foot wide landscaped easement adjacent to the landscaped parkways on both sides of the streets and is maintained by LMD is planted with evergreen trees and street trees with groundcover. A minimum 6-foot tall community theme wall separates the roadway from adjacent residential land uses at the edge of the landscaped easement on the north side of the street.

3. 70th Street West (70' ROW)

70th Street West forms the western boundary of AVANTI NORTH. As shown on Figure IV-6, *70th Street West Streetscape*, this roadway contains a 70-foot wide right-of-way with a 14-foot wide landscaped center median, two 7-foot wide bike lanes, and an 8-foot wide, landscaped parkway on the east side of the street. A 42-foot wide landscaped easement maintained by LMD is located adjacent to the sidewalk on the east side of the street, planted with evergreen trees and street trees with groundcover. The 42-foot landscaped easement on the east side of 70th Street West consists of a 12-foot wide bikeway, a 6-foot wide landscaped parkway, and a 12-foot wide equestrian trail. A minimum 6-foot tall community theme wall separates the roadway from adjacent residential land uses in Planning Areas A and B at the edge of the landscaped easement on the east side of the street.

4. 65th Street West (84' ROW)

65th Street West traverses the center AVANTI NORTH in a north/south alignment and is an important thematic corridor. This roadway contains an 84-foot wide right-of-way with a 14-foot-wide landscaped center median. An expanded 25-foot wide streetscape is provided on both sides of the street, of which 15 feet occur within the right-of-way and additional 10 feet occur in an adjacent landscaped easement maintained by a LMD. Within the 25-foot wide area is a 6-foot wide meandering walkway, a landscaped parkway that ranges from 5 to 9 feet in width between the curb and meandering sidewalk, and a landscaped parkway that ranges from 0 to 4 feet in width between the meandering sidewalk and landscape easement. A minimum 6-foot tall community theme wall separates the roadway from adjacent residential land uses at the edge of the landscaped easement on the east side of the street. Open space abuts the west side of the street.

5. Street "A" (80' ROW)

Street "A" intersects with 65th Street West in a roundabout configuration and provides direct access and a view corridor to the neighborhood parks in Planning Areas F and G. As shown on Figure IV-8, *Street "A" Streetscape*, this roadway contains an 80-foot-wide right-of-way with two 24-foot wide travel lanes, a 16-foot wide, curb-adjacent parkway containing a meandering 6-foot wide sidewalk and two 5-foot landscaped parkways on both sides of the street. The parkways are planted with street trees and groundcover. A minimum 6-foot tall community theme wall separates the roadway from adjacent residential land uses in Planning Areas C, D, and E at the edge of the landscaped parkway on both sides of the street.

6. Local Entry Road (70' ROW)

Local Entry Roads provide access into AVANTI NORTH neighborhoods from Avenue K to the north, 70th Street West to the west, Avenue K-8 to the south, and 65th Street West. As shown on Figure IV-9, *Local Entry Road Streetscape*, this roadway type features a 70-foot wide right-of-way with one 13-foot wide travel lane in each direction, and 22-foot wide parkways containing a 6-foot wide meandering sidewalk and two 8-foot landscaped parkways on both sides of the street. The parkways are planted with street trees and groundcover. A minimum 6-foot tall community theme wall separates the roadway from adjacent residential land uses at the edge of the landscaped parkway on both sides of the street.

7. Local Road (60' ROW)

Local Roads are provided throughout the AVANTI NORTH's residential planning areas and constitute local roads that are not cul-de-sacs and not considered to be entry roads. This roadway type features a 60-foot wide right-of-way with 12-foot wide parkways, including 5.5-foot wide sidewalks and 6.5 foot landscaped parkways on both sides of the street. As depicted on Figure IV-10, *Local Road Streetscape*, parkways within sloped areas have curb-adjacent sidewalks and parkways not within sloped areas have curb-adjacent parkways.

8. Cul-de-Sac Local Road (58' ROW)

Cul-de-Sac Local Roads are local roads within the AVANTI NORTH residential planning areas that end in a cul-de-sac. This roadway type features a 58-foot wide right-of-way with 12-foot wide parkways, including 5.5-foot wide sidewalks and 6.5-foot wide landscaped parkways on both sides of the street. As shown on Figure IV-11, *Cul-de-Sac Local Road Streetscape*, parkways within sloped areas have curb-adjacent sidewalks and parkways not within sloped areas shall have curb-adjacent parkways. Most of the cul-de-sacs within AVANTI NORTH include a pedestrian pathway that links the street to either neighboring streets or trails alongside the open space. These pedestrian pathways include concrete paving with plant material consistent with the surrounding streets.

8' STONE PILASTER WITH LIGHT

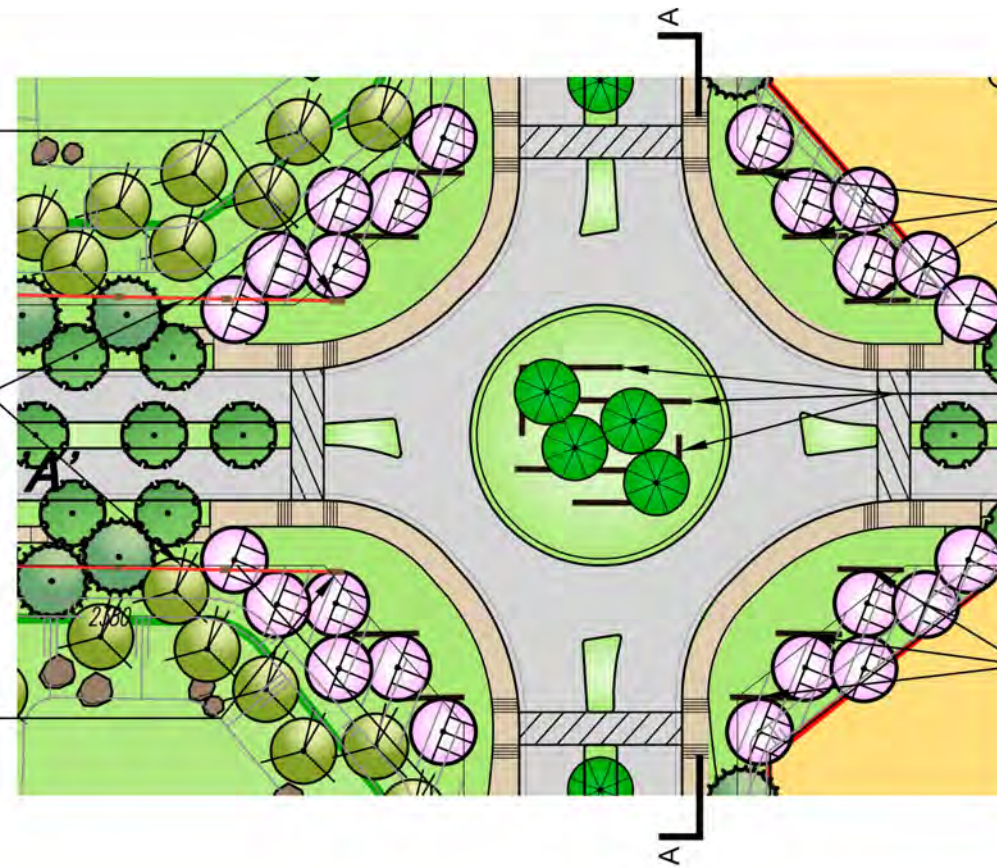
3' STONE BRIDGE WALL W/ WOOD RAIL FENCE

END WALL WITH LIGHT

3' STONE WALL

3' STONE WALL

3' STONE WALL

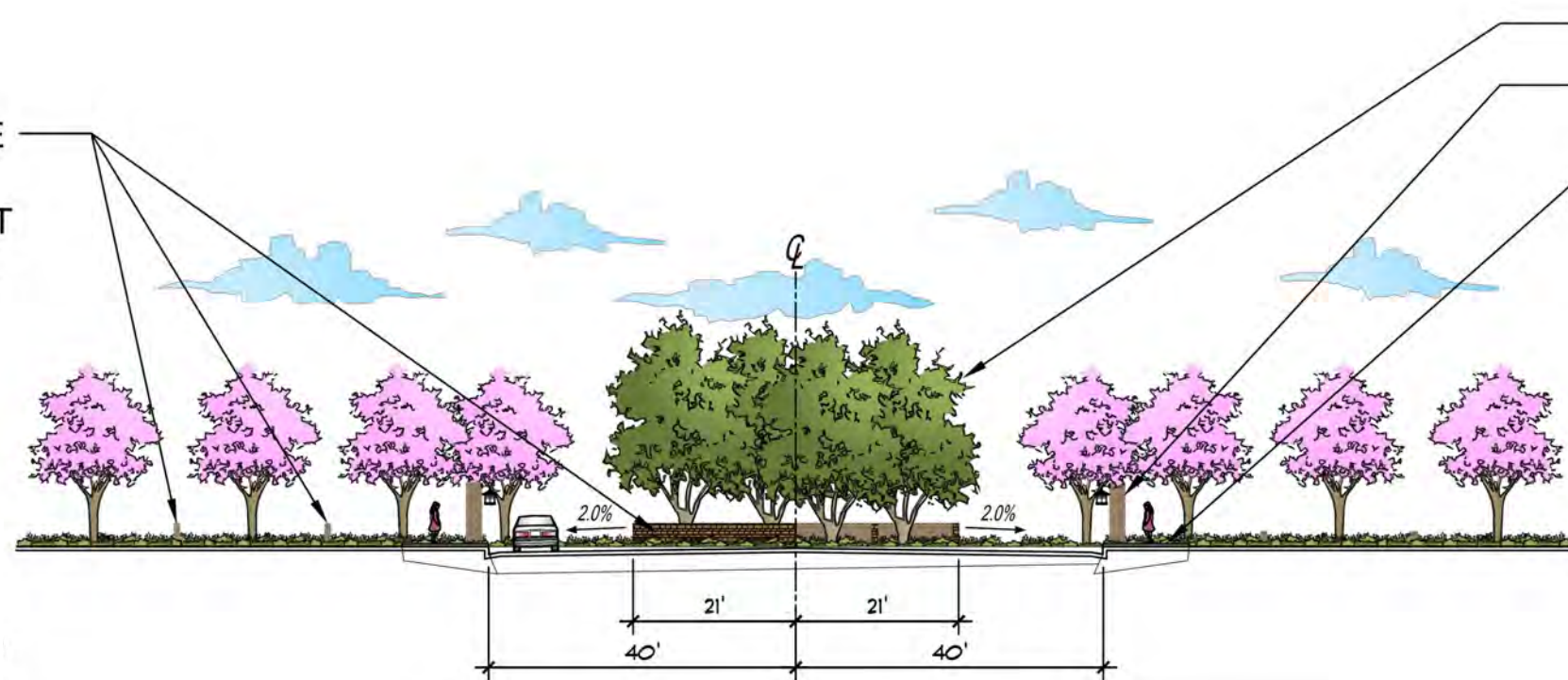


3' COURSED FLAGSTONE WALL. STONE SHALL BE RANDOM LENGTHS, BUTT JOINTED, DRY STACKED

MEDIAN TREES

8' STONE PILASTER WITH LIGHT

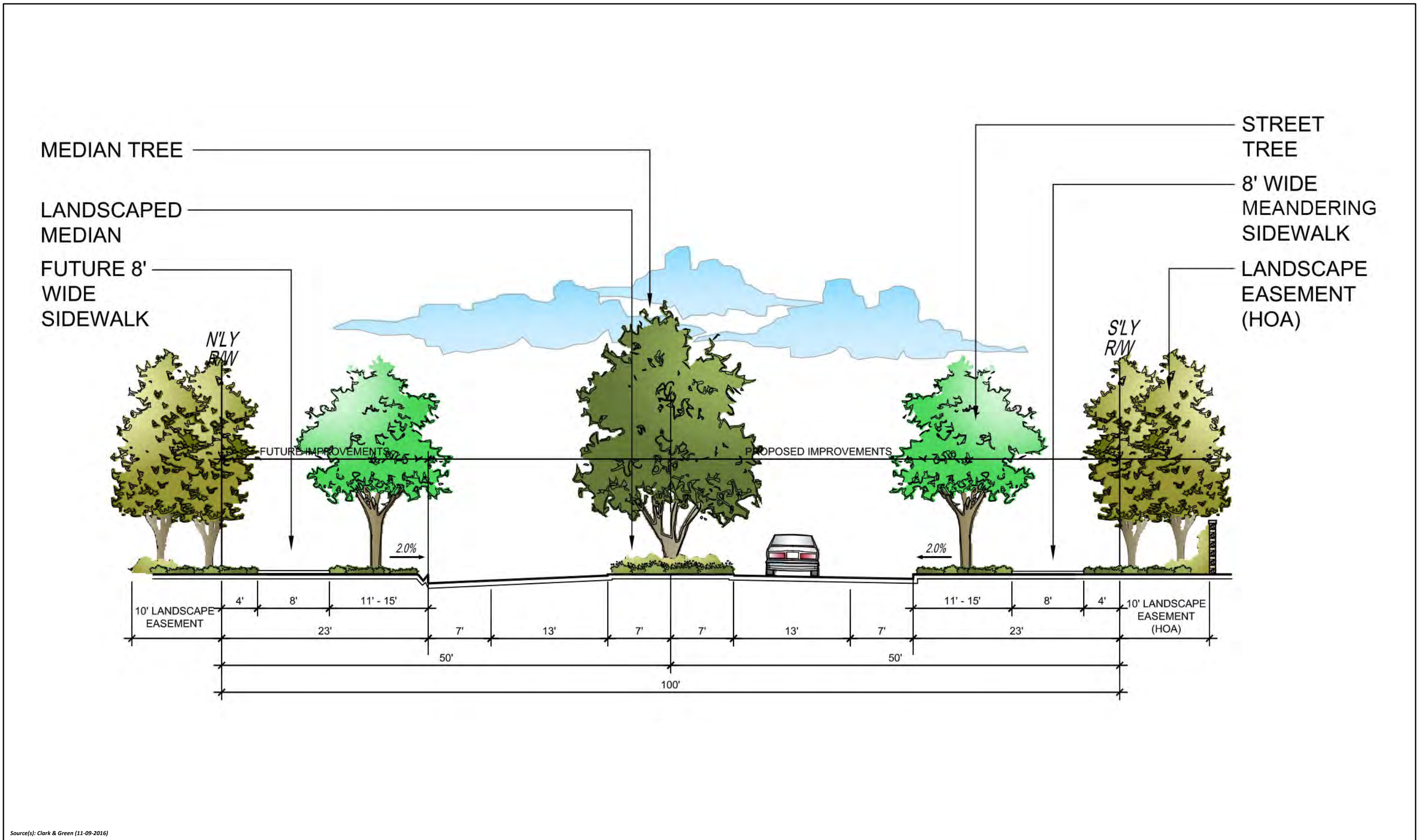
8' WIDE SIDEWALK



Source(s): Clark & Green (06-25-2015)



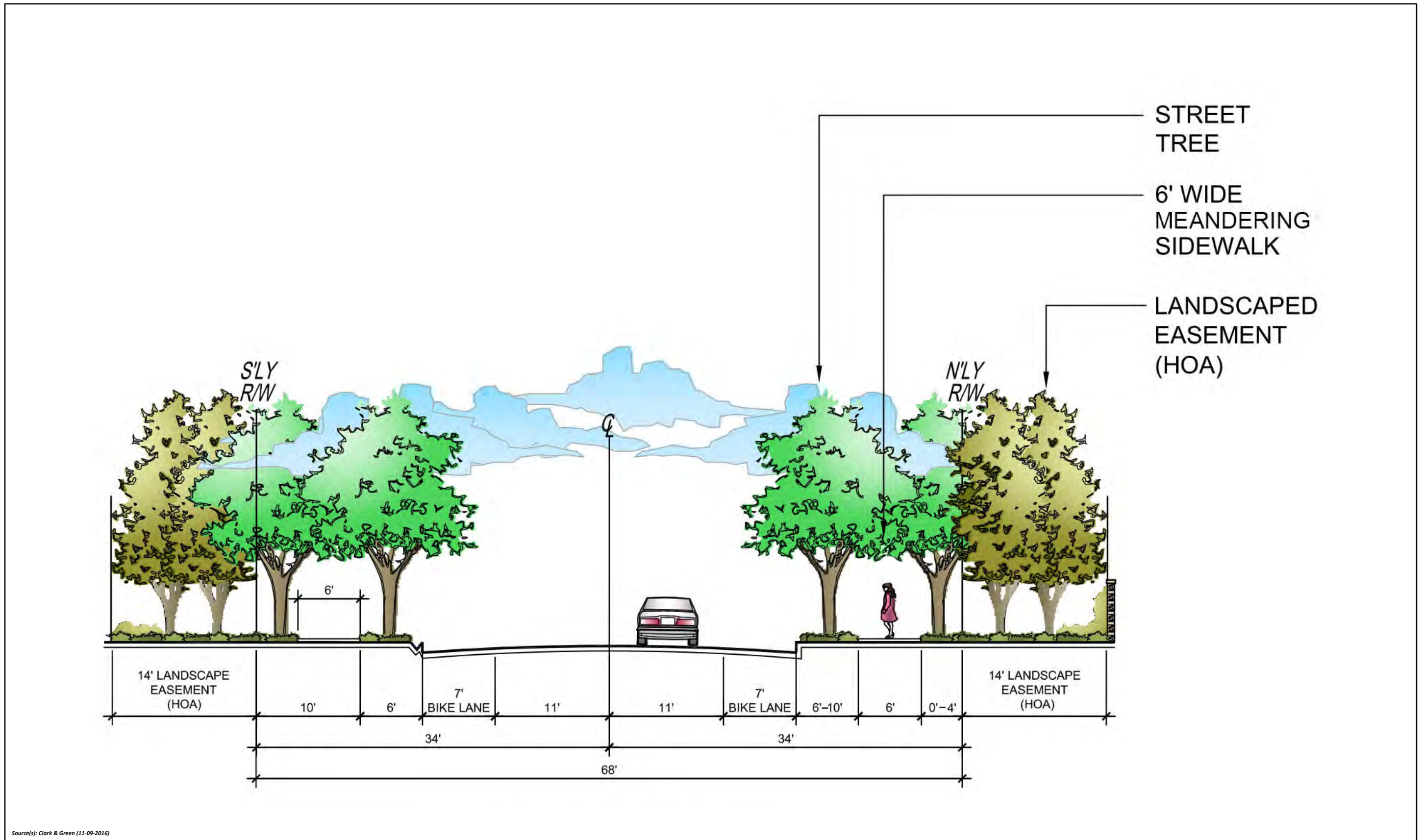
TYPICAL INTERSECTION ROUNDABOUT



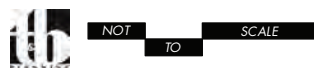
Source(s): Clark & Green (11-09-2016)



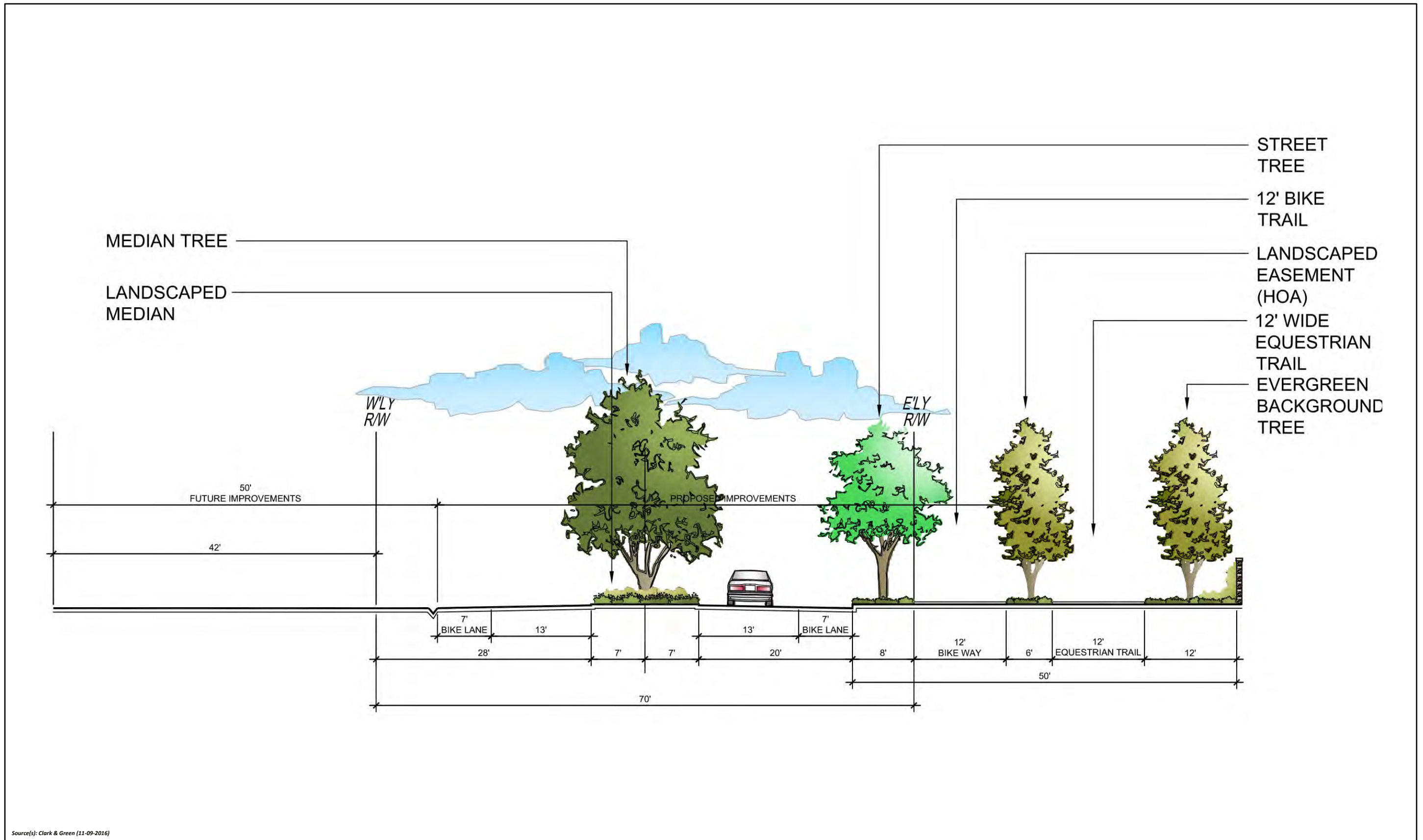
AVENUE K ROADWAY STREETSCAPE



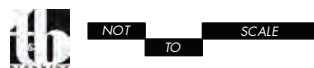
Source(s): Clark & Green (11-09-2016)



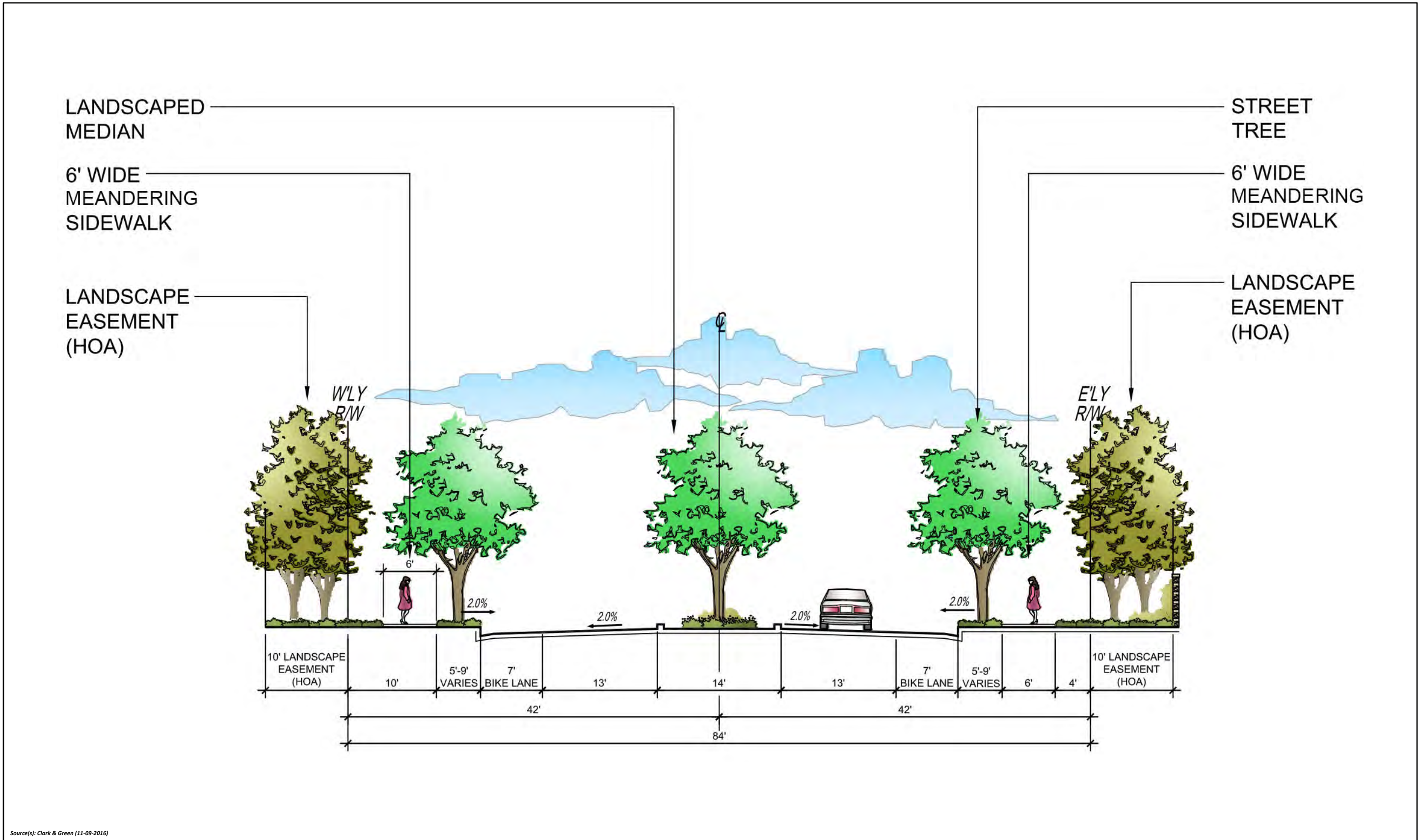
AVENUE K-8 ROADWAY STREETSCAPE



Source(s): Clark & Green (11-09-2016)



70TH STREET WEST STREETSCAPE



Source(s): Clark & Green (11-09-2016)



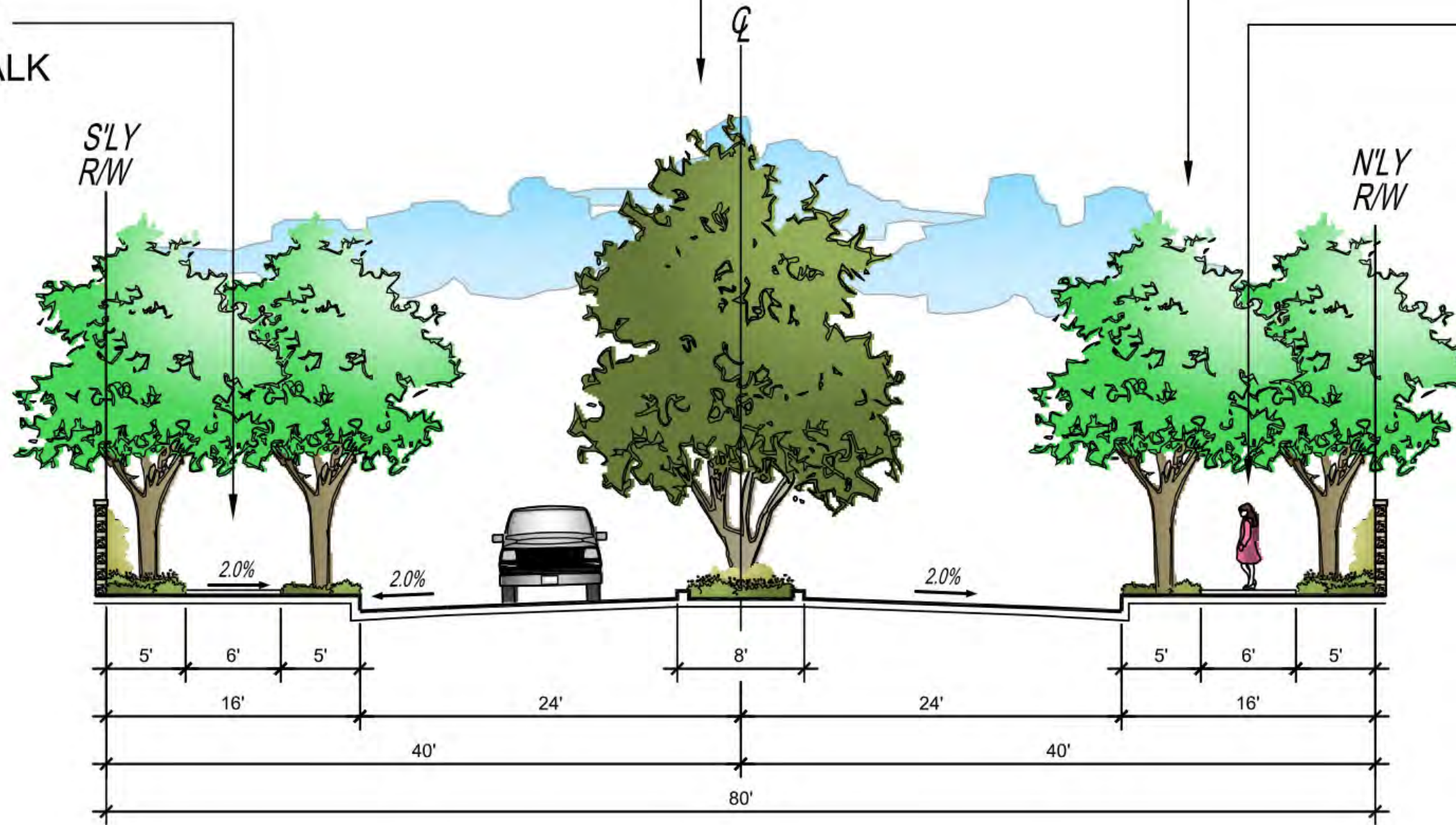
65TH STREET WEST STREETSCAPE

LANDSCAPED
MEDIAN

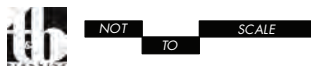
6' WIDE
SIDEWALK

STREET
TREE

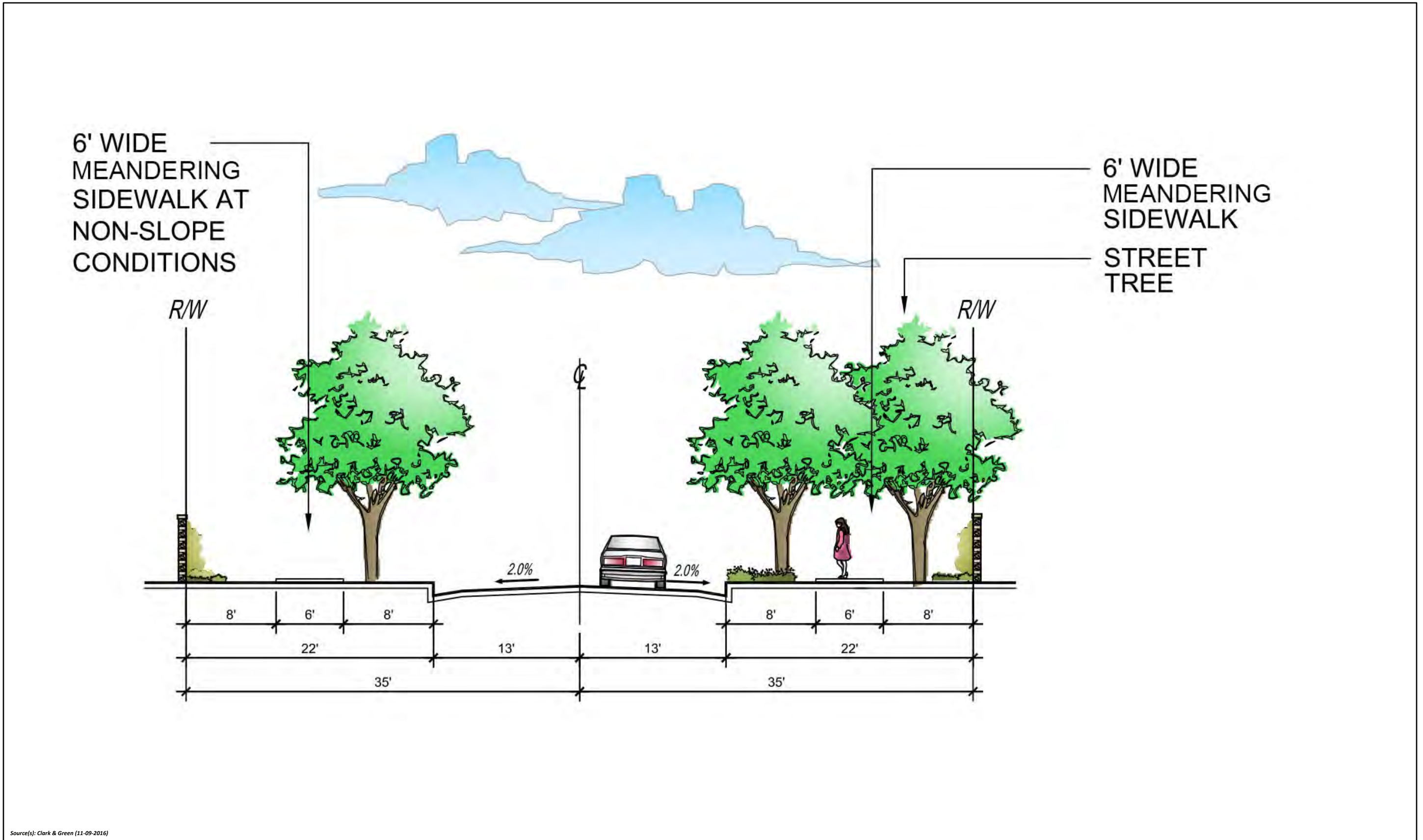
6' WIDE
SIDEWALK



Source(s): Clark & Green (11-09-2016)



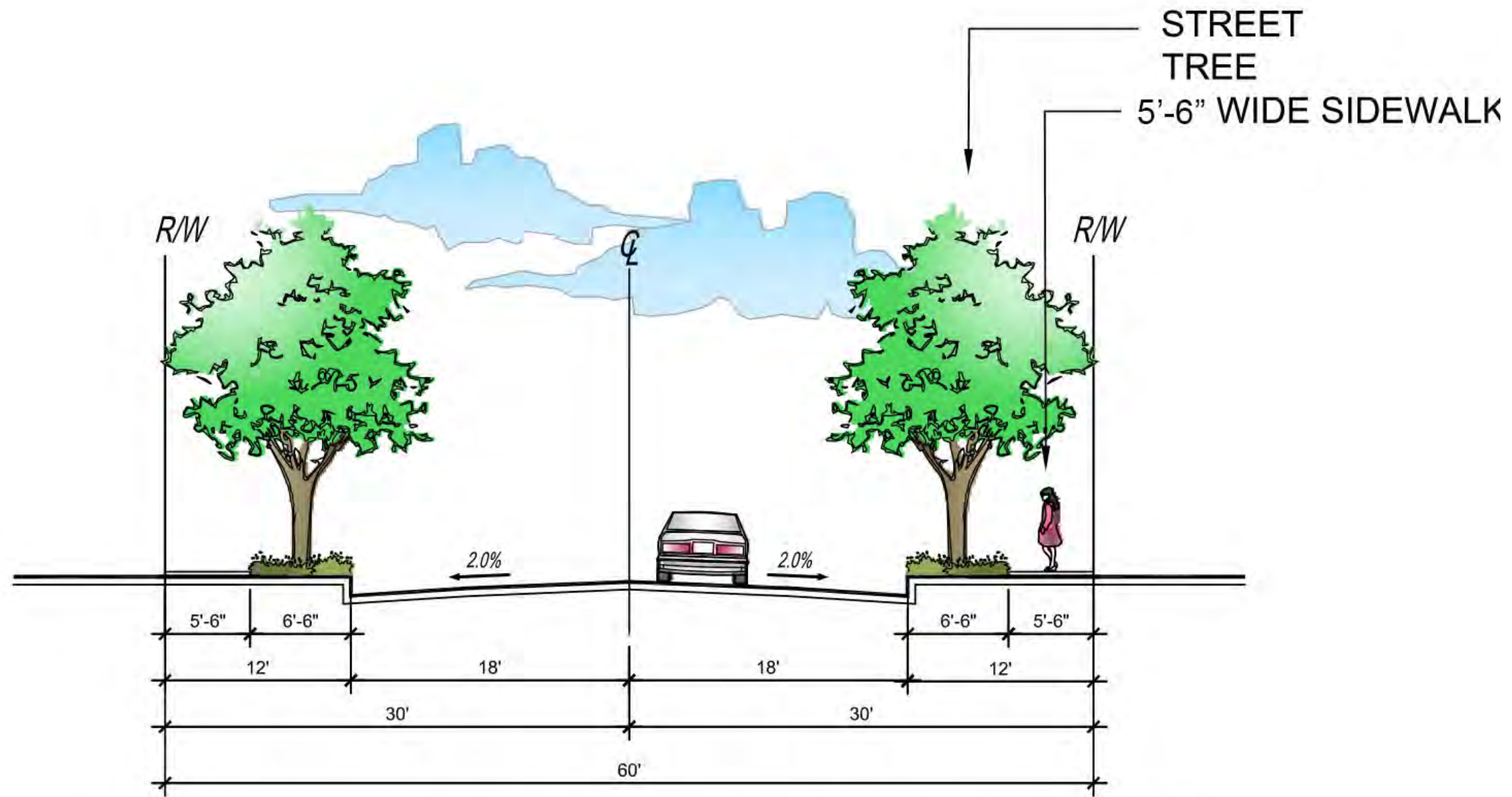
STREET "A" STREETSCAPE



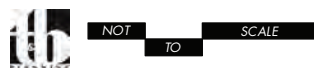
Source(s): Clark & Green (11-09-2016)

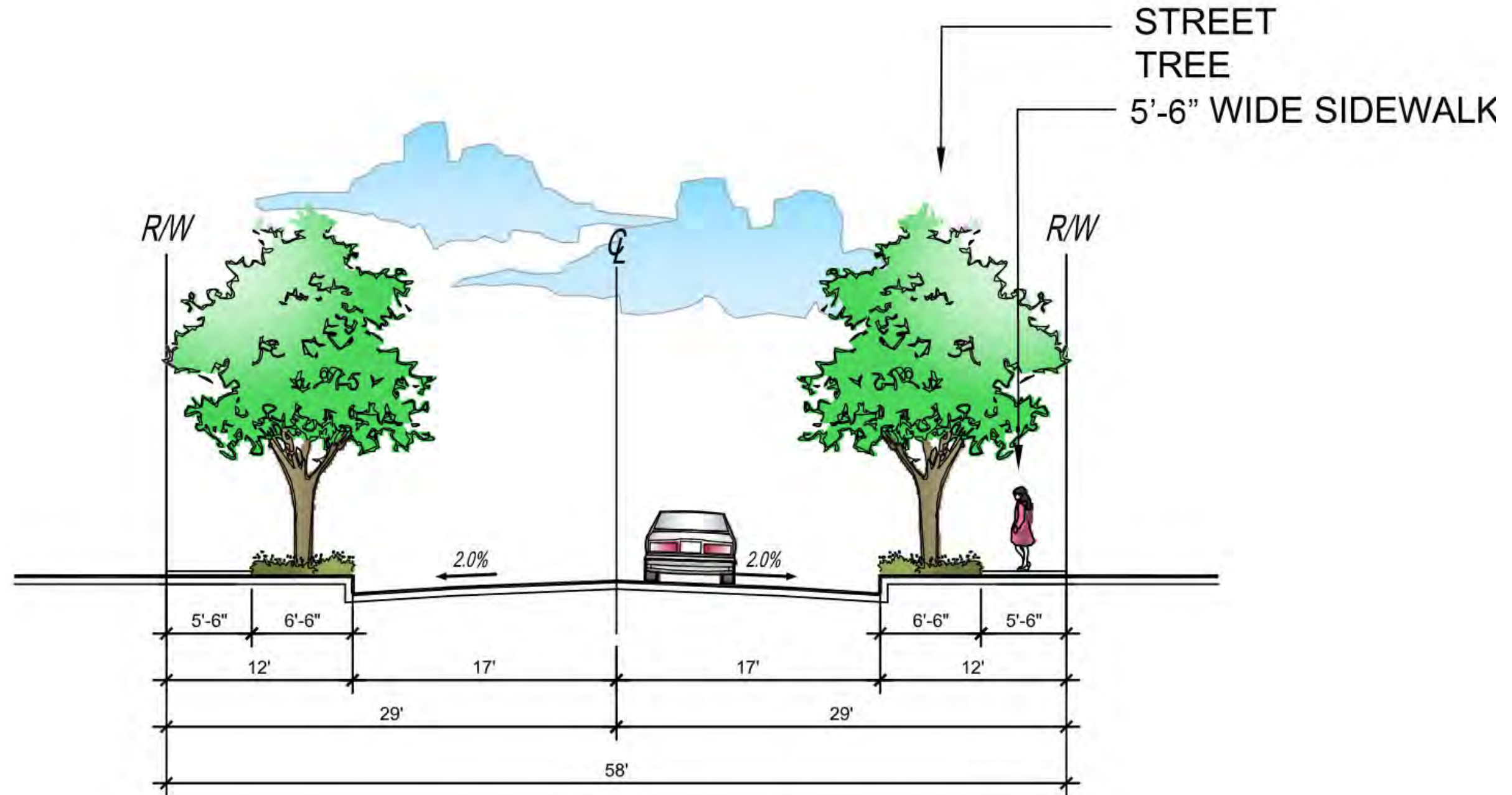


LOCAL ENTRY ROAD STREETSCAPE

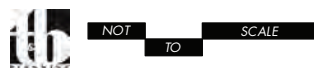


Source(s): Clark & Green (11-09-2016)





Source(s): Clark & Green (11-09-2016)



CUL-DE-SAC LOCAL ROAD STREETSCAPE

E. Neighborhood Parks

AVANTI NORTH includes two public neighborhood parks to provide neighborhood-level recreational amenities, as described below.

1. Planning Area F

A conceptual design of the 6.3-acre neighborhood park in Planning Area F is depicted on Figure IV-12, *PA F Park Plan*. This park is designed to include an open lawn play area, picnic tables, shade trellises, boulder garden, natural planting area, and 5-foot wide decomposed granite trails with workout stations around the open lawn play area, connecting residents to park amenities. Large evergreen trees, colorful flowering trees, shade trees, and groundcover shall be planted throughout this neighborhood park to reinforce the community's landscape theme.

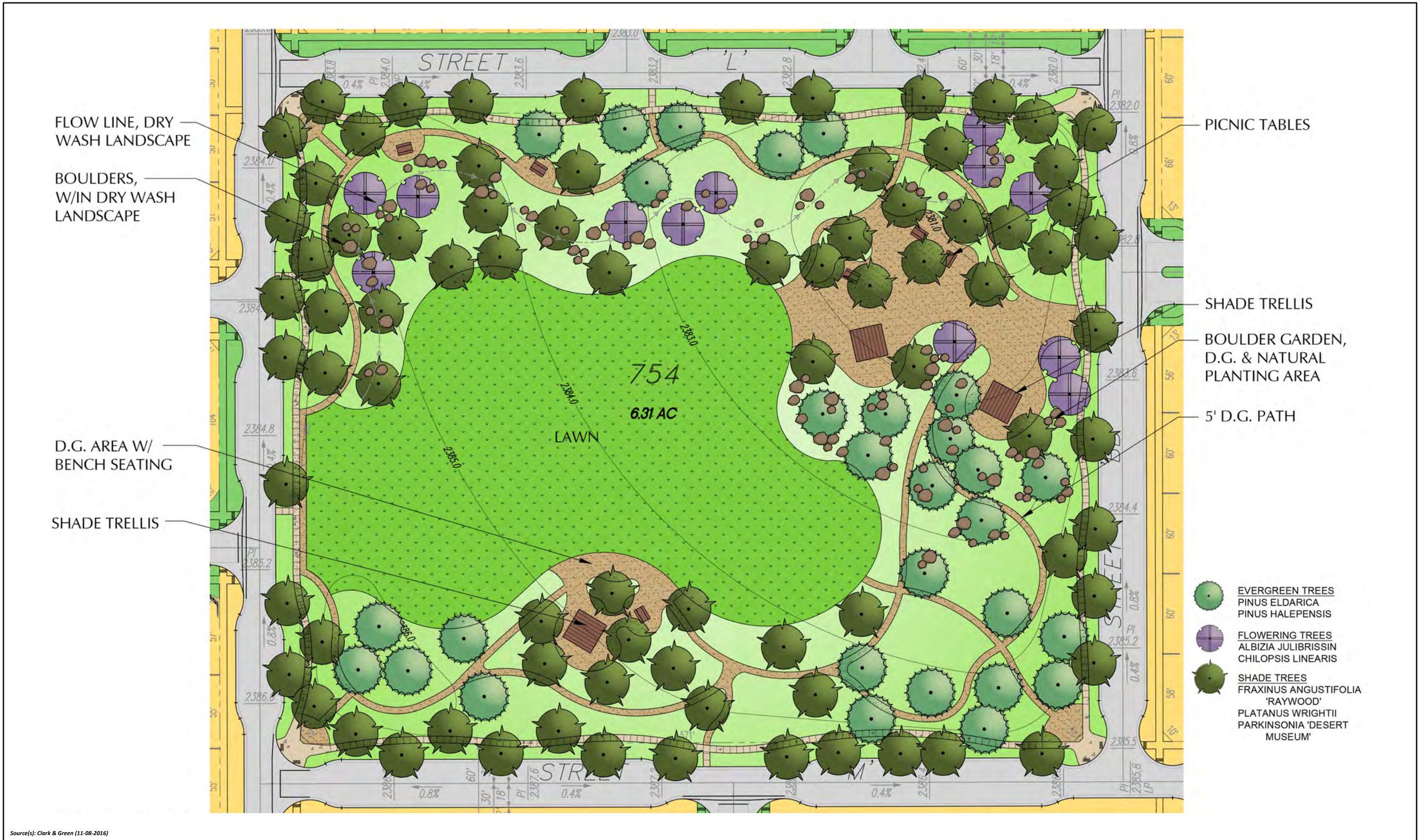
2. Planning Area G

A conceptual design of the 4.1-acre neighborhood park in Planning Area G is shown on Figure IV-13, *PA G Park Plan*. This park is designed to include an open lawn play area, picnic tables, shade trellises, and a five-foot wide decomposed granite trail around the open play lawn area with ten workout stations located along the trail. A dry wash landscape decorated with boulders is located beneath large evergreen trees, colorful flowering trees, and shade trees that reinforce the community's landscape theme. A horizontal concrete walk connects the eastern central portion of the park with the open lawn play field.

F. Open Space/Detention Basins

Two detention basins totaling 11.8 acres are located within Planning Areas H and I, west of and adjacent to 65th West Street. As depicted on Figure IV-14, *Detention Basin Landscaping*, landscaping in the detention basin areas recreates the appearance of a natural dry creek with sparse trees and shrubs near the perimeter.

The design of this area provides an aesthetic and passive recreational amenity for residents and guests of AVANTI NORTH. Five-foot wide trails are provided around the perimeter of the detention basins and connect to the street-adjacent sidewalks. Residential neighborhoods located adjacent to the detention basins (Planning Areas B and C) feature pedestrian connections that extend from local road cul-de-sacs and connect to the trails adjacent the detention basins. A 17-foot wide maintenance and pedestrian access lane is provided between the residential lots and detention basins. A 6-foot tall perimeter wall is designed along the perimeter of the maintenance and pedestrian access lane to separate the access lane and residential lots. A three strand cable fence is designed along the perimeter of the detention basins to separate the access lanes and the basins. A 10-foot wide HOA Landscape Easement is provided between the cable fence and 65th Street West right-of-way.






Source(s): Clark & Green (11-08-2016)



PA F PARK PLAN



- WORK OUT STATIONS ALONG TRAIL
- PICNIC TABLES
- CONCRETE WALK
- SHADE TRELLIS
- 5' D.G. PATH
- FLOW LINE, DRY WASH LANDSCAPE
- BOULDERS, W/IN DRY WASH LANDSCAPE

-  EVERGREEN TREES
PINUS ELДАРICA
PINUS HALEPENSIS
-  FLOWERING TREES
ALBIZIA JULIBRISSIN
CHILOPSIS LINEARIS
-  SHADE TREES
FRAXINUS ANGSTIFOLIA
'RAYWOOD'
PLATANUS WRIGHTII
PARKINSONIA 'DESERT MUSEUM'

Source(s): Clark & Green (11-08-2016)



PA G PARK PLAN



Source(s): Clark & Green (11-08-2016)



DETENTION BASIN LANDSCAPING

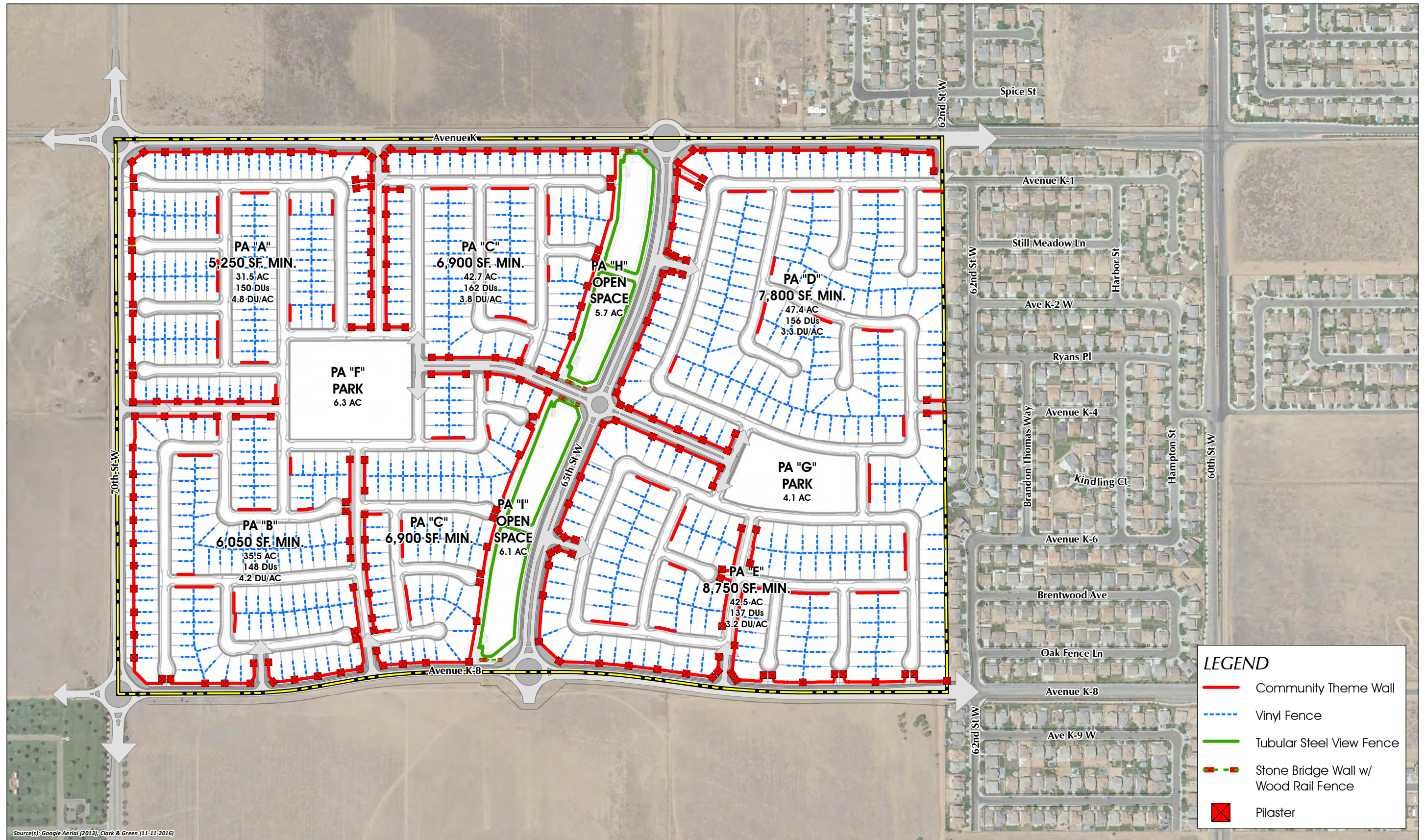
G. Walls & Fencing

Walls and fences in AVANTI NORTH are predominantly located around the perimeters of each residential neighborhood that interfaces with roads, parks, detention basins, and off-site land uses, as illustrated on Figure IV-15, *Wall and Fence Plan*. Walls and fencing shall be designed to create a sense of community space, increase privacy and security, provide noise attenuation, and act as a buffer between neighborhoods and different land uses.

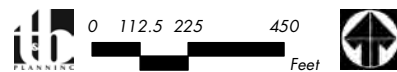
The walls and fencing within AVANTI NORTH are major visual elements that are carefully designed to complement the community's overall aesthetic theme. A strong cohesive appearance is achieved through the use of "community walls" and general overall wall guidelines. The walls and fencing are designed for easy maintenance and to provide a durable, long-term edge. Community walls and fences shall be an integral component and extension of the building design and surrounding landscape. Periphery walls can be integrated into adjacent structures and extended into the landscape to help integrate the building into its environment. Gates should be complementary in style and color to its fence or wall. Similarly, walls and fences shall be constructed of materials, colors, and textures that are similar and harmonious with the architecture. Particular importance is given to railing and cap details. Variety in materials, design, and height is encouraged.

The four general types of walls and fencing used within AVANTI NORTH are described below and conceptually depicted on Figure IV-16, *Wall and Fence Details*.

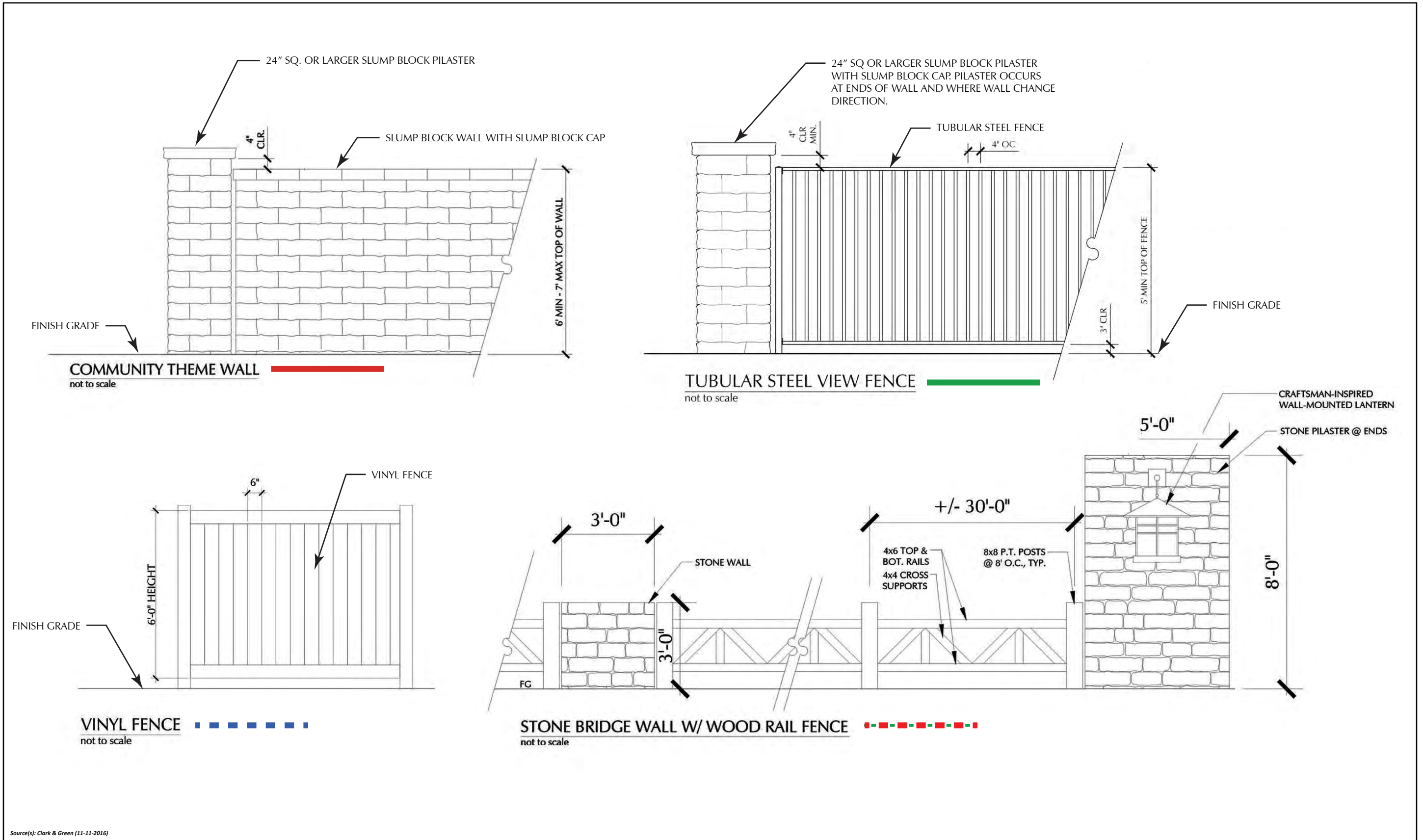
- ◆ **Community Theme Wall:** The Community Theme Wall is a minimum 6-foot tall slump block wall with slump block cap. A slump block pilaster with slump block cap is provided at the ends of walls and where walls change direction. This wall is designed to reinforce the overall community theme and is used at the rear and sides of yards backing onto roadways to provide privacy and noise attenuation from the main roadways.
- ◆ **Vinyl-Coated Wood Fence:** Vinyl-coated wood fencing is provided at the rear and sides of yards abutting residential lots. Vinyl-coated wood fencing is 6-feet in height and features 6-inch wide panels. The color finish of the vinyl-coated wood fence should complement the community's design theme.
- ◆ **Tubular Steel View Fence:** Tubular Steel View Fencing is a minimum 5 feet in height and is provided around the perimeter of the detention basins within Planning Areas H and I to preserve the views of the basins while maintaining security. A slump block pilaster with slump block cap is provided at the ends of walls and where walls change direction.
- ◆ **Stone Bridge Wall with Wood Rail Fence:** The Stone Bridge Wall and Wood Rail Fence are 3-feet in height and feature 30-foot wide intervals of Wood Rail Fence between 8-inch by 8-inch posts. An 8-foot high stone pilaster with a craftsman-inspired wall-mounted lantern is provided at the ends of the Wood Rail Fence. This wall is designed to reinforce the overall community theme and is used at the perimeters of the detention basins which abut local roads to provide residents with safety from the detention basins.



Source(s): Google Aerial (2013), Clark & Green (11-11-2016)



WALL AND FENCE PLAN



Source(s): Clark & Green (11-11-2016)



WALL AND FENCE DETAILS

V. ARCHITECTURAL THEME AND STYLE GUIDELINES

A. Purpose and Theme

1. Purpose

The purpose of these design guidelines is to ensure a continuity of design such that the community is unified by a consistent and long-lasting identity. The goal is to create a high standard of architectural and landscaping quality but to do so with a generalized approach so that designer creativity is not limited, product diversity is encouraged, and evolving consumer preferences can be met. It is further intended that all aspects of the community be designed with consideration to energy and water conservation.

Each of the 6 residential Planning Areas within AVANTI NORTH will have its own unique building program which will naturally generate variety in terms of floor plan, architectural style, house width, house size, and price point. These design guidelines will further ensure the development of a high quality and high diverse community.

2. Theme

The theme for Avanti North will be an updated interpretation of traditional California suburban design. This theme is general enough to include a wide range of compatible architectural styles. As such, the resulting community will feature a diversity of house product reminiscent of traditional neighborhoods that stand the test of time. The feel of the community will be warm, inviting, and recognizable. Entry monumentation, theme walls, and landscaping will reinforce the traditional theme.

B. Site Planning and Design

This section includes design guidelines for architecture and the siting of houses on lots to encourage varied appearances among individual houses and visually interesting street scenes.

1. Variation Requirements

To meet home buyer demands for choice and variety and to ensure a visually diverse community, a range of dwelling unit sizes, floor plans, elevations, and unit sizes shall be provided in AVANTI NORTH. Every residential planning area shall provide a minimum of three floor plans and three architectural styles per floor plan. At least one of the floor plans for each planning area shall be single-story. Reversed floor plans may count towards meeting this requirement.

2. Plotting Requirements

To encourage a diverse street scene, neither the same floor plan nor the same elevation style shall be plotted next to itself or directly across the street from itself. “Directly across the street” shall be defined as more than half of the narrower lot overlapping with the wider lot across the street.

- (1) Unless a street incline prevents otherwise, a left or right side garage may not be plotted more than three times in a row.
- (2) Repetitive patterns of garage placement shall be avoided.
- (3) Single-story or recessed living area elements shall be placed on street corners where feasible.

C. Architectural Design

The following architectural design guidelines are illustrative and intended to be flexible to allow architects and home builders to tailor the architectural styles and features to meet homeowner demands and preferences. It is not the intent of these guidelines to require that all of the identified design components and elements described herein be incorporated into the actual building designs. These guidelines serve as a “palette” of character-defining elements that can be used in home designs. Builders and their architects are encouraged to use the information provided herein as guidance related to the intended architectural character of AVANTI NORTH when developing architectural plans for implementation.

1. Design Principals

While these design guidelines do not limit architectural styles, the styles employed in AVANTI NORTH should be authentic and distinct to a recognizable architectural style or combination of styles. Traditional styles tend to have defining features that should be consistently implemented across the product offering. These guidelines also allow for new styles as long as defining features can be identified and applied to the floor plans.

Architectural styles should be dictated by the massing of floor plans and a certain style should not be forced onto every floor plan. By emphasizing recognizable styles, these guidelines discourage sameness and monotony. The multi-style street scene should be diverse as to form, massing, features, windows, front doors, garage doors, materials, and colors.

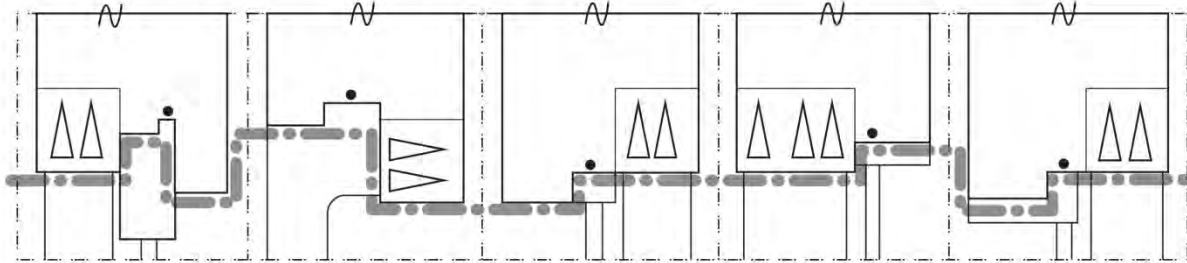
2. Form and Massing

Building mass and scale are two primary design components that affect the perception of a structure’s size. Controlling the mass of a building through articulation of the building facades, attention to rooflines, and variation in vertical and horizontal planes reduces the visual mass of a building.

To achieve visual interest and allow homes to appear varied along the streetscape, there should be variation in the building massing visible from the street. This is to be achieved by varied building plane

setbacks and architectural styles along neighborhood streets. Composition and balance of roof forms also is important to street scene variety. Houses are to be arranged in a manner that creates a harmonious, varied appearance of building rooflines, heights, and setbacks.

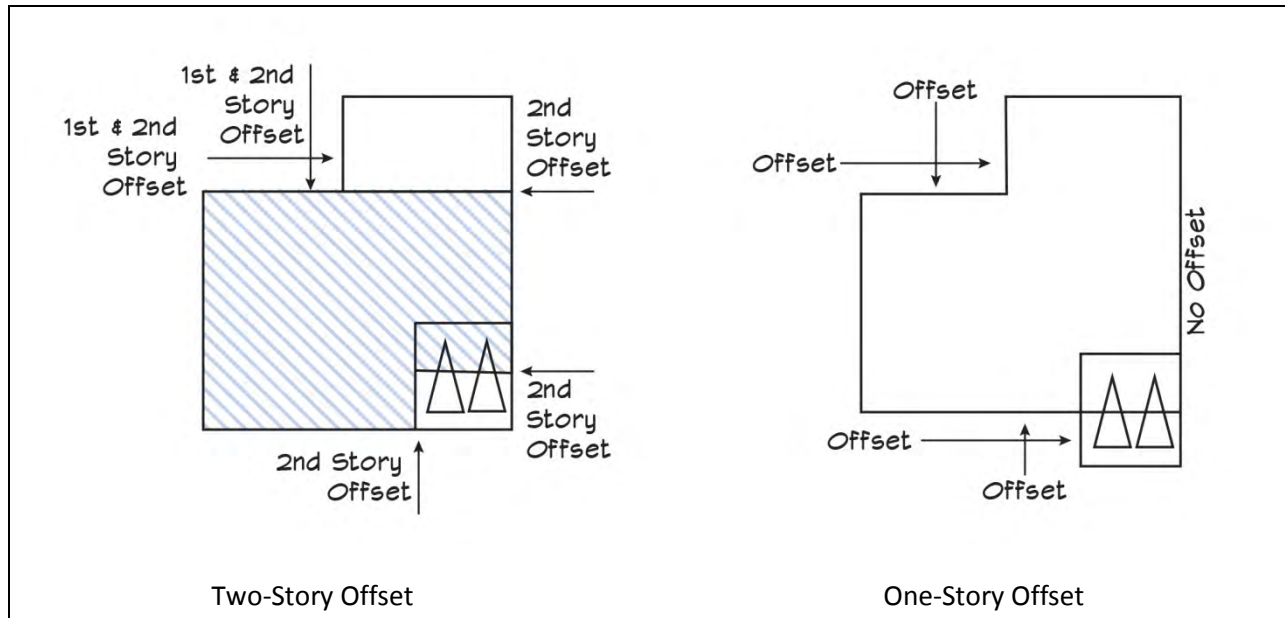
Figure V-1 Varied Massing Diagram



Special design features such as covered front porches, window and door articulation, extended overhangs and building edge treatments are encouraged. General massing should vary noticeably among the different floor plans. Together with variable setbacks, massing variation creates visually appealing and desirable street scenes.

- (1) All four sides of a two-story house shall have at least one plane break at the first and/or second story in order to avoid monolithic elevations. A plane break must be at least 2 feet.
- (2) Three sides of a single-story plan must have at least one plane break. A plane break must be at least 2 feet.
- (3) At least one of the floor plans offered in each planning area shall be a single-story plan.
- (4) The floor area of a second story, including the stairs, shall not exceed 80% of the floor area of the first story including the garage and any porch.

Figure V-2 Example of Offsets

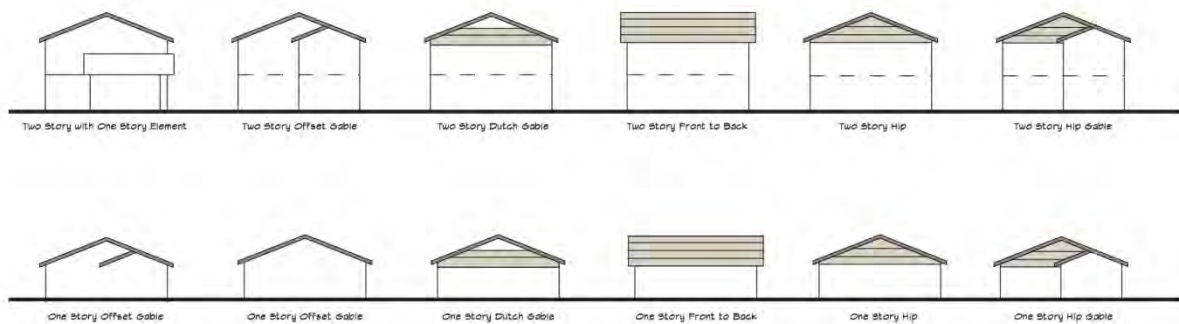


3. Roofs

Rows of homes are perceived by their contrast against the skyline or background. The dominant impact is the shape of the building and roofline. The building mass shall be varied (see Figure IV-3) to minimize the visual impact of similar building silhouettes and similar ridge heights. This can be achieved by using a variety of front-to-rear, side-to-side, gables and hipped roofs, and/or by the introduction of a one-story element

- (1) Roof pitches should vary according to architectural style. Primary roof pitches may be 4:12 or 5:12 (for solar panel efficiency). Secondary roof pitches can vary from primary roof pitches but only if such variation is consistent with the architectural style.
- (2) To the extent they are not inconsistent with an architectural style, hipped roofs are encouraged in order to accommodate solar panels and to cast shade over windows.
- (3) Simplified rooflines are encouraged in order to accommodate integrated solar panels. Provide large enough unbroken roof planes to be sufficient to meet the state code for “solar zones”.
- (4) Eave depths should vary according to architectural style and may range in depth from 12” to 24”.
- (5) Porches and balconies are encouraged to the extent they are consistent with the architectural style. The minimum porch depth shall be 5 feet.

Figure V-3 Varied Roof Examples



4. Garage Location and Design

The visual impact of three-car garages as seen from the road network should be reduced where possible. Although not necessarily depicted on the architectural elevations (see Section IV.D.3, *Architectural Styles*), the builder(s) in AVANTI NORTH are encouraged to pay particular attention to the design, placement, and orientation of the garages in all residential neighborhoods. Depending upon lot size, this shall be accomplished through a variety of methods, including:

- (1) Side-on orientation (a side-on garage shall have a minimum back-up area of 28-feet).
- (2) Garage setback greater than the house front setback.
- (3) Tandem garages for third car.
- (4) A porte-cochere architectural element.
- (5) Garage door details should vary in a manner that is consistent with each architectural style.
- (6) Front-facing garages shall not be wider than 65% of the house width.
- (7) Exclusive use of three-car front-facing garage in all plans is prohibited. When a 3-car front-facing garage is utilized, a single garage door should be offset from a double garage door.

5. Architectural Elements

Architectural styles for AVANTI NORTH should be chosen in part as an opportunity to introduce a variety of exterior accent materials (e.g. brick, stone, siding, metal, pre-cast concrete, ceramic tile, timber).

- (1) Color schemes should be simple, tasteful, and consistent with architectural styles.
- (2) Front door details should vary according to architectural style.
- (3) Feature window shapes should vary according to architectural style.

- (4) Acceptable roof materials include concrete tiles and metal, but exclude composite shingle.
- (5) Chimneys, which may cast shadows over solar panels, are not required.
- (6) At least two photosensitive carriage lights per house are required and they should vary according to architectural style.
- (7) Shutters are not required; but to the extent they are used, shutter sizes should be proportional to the window and shutter styles should vary in a manner consistent with architectural styles.
- (8) Trim details from the front elevation should also be applied to the sides and rear of the house for continuity.
- (9) Exterior building materials and surface coatings that resist sun damage and color fading are encouraged.

6. Mechanical Equipment

Mechanical equipment such as air conditions, heaters, evaporative coolers, and other such HVAC devices shall not be mounted on any roof and must be located at ground level behind privacy walls or landscape. Solar systems shall be permitted on rooftops.

D. Architectural Styles

1. Architectural Styles

The residential architecture of AVANTI NORTH will reflect a variety of architectural themes and styles prevalent in Southern California. The identified architectural elements and details for each style provide guidance but are not necessarily required for a given style. It is not practical to describe every allowable detail consistent with a style. These are guidelines – not an instruction manual. Contemporary interpretations of historical styles are appropriate.

Architectural design creativity, attention to detail, and respect of the building's scale and massing along residential streets are to be at a level equal to or exceeding the homes and neighborhoods within the surrounding communities.

The following is a list of example architectural styles along with some defining characteristics of those styles. The list is not intended to be exhaustive or limiting. Rather it is intended to demonstrate that acceptable styles shall have some historical authenticity that can be defined by a unique set of characteristics.

The characteristics shown below are only representative because an authentic style can have several interpretations. The only requirement is that definable architectural styles be utilized so that elevations are identifiable and the street scene is diverse. Generic architecture that lacks identifiable characteristics and blends together is not acceptable.

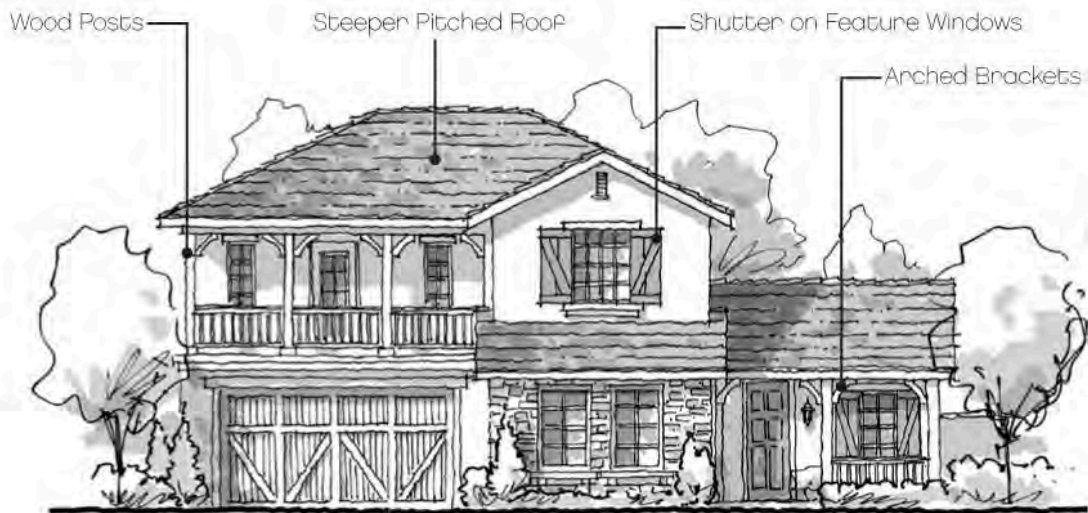
Example styles:

- French Country
- Craftsman
- European Manor
- Italian
- Spanish
- Monterey
- Traditional
- Tuscan

French Country

French Country is picturesque style from the early 20th century that recalls a more rustic French vernacular. Designs for these homes reflect the evolution of their rural setting (part farmhouse and part chateau).

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| <ul style="list-style-type: none"> <input type="checkbox"/> Stacked ledge stone or brick façade base | <ul style="list-style-type: none"> <input type="checkbox"/> Front porch with wood posts and arched braces |
| <ul style="list-style-type: none"> <input type="checkbox"/> Feature windows with a horizontal or a flat-arch top | <ul style="list-style-type: none"> <input type="checkbox"/> Steeper roof pitch with combination of hips and gables (dominant gable or hip roof) |

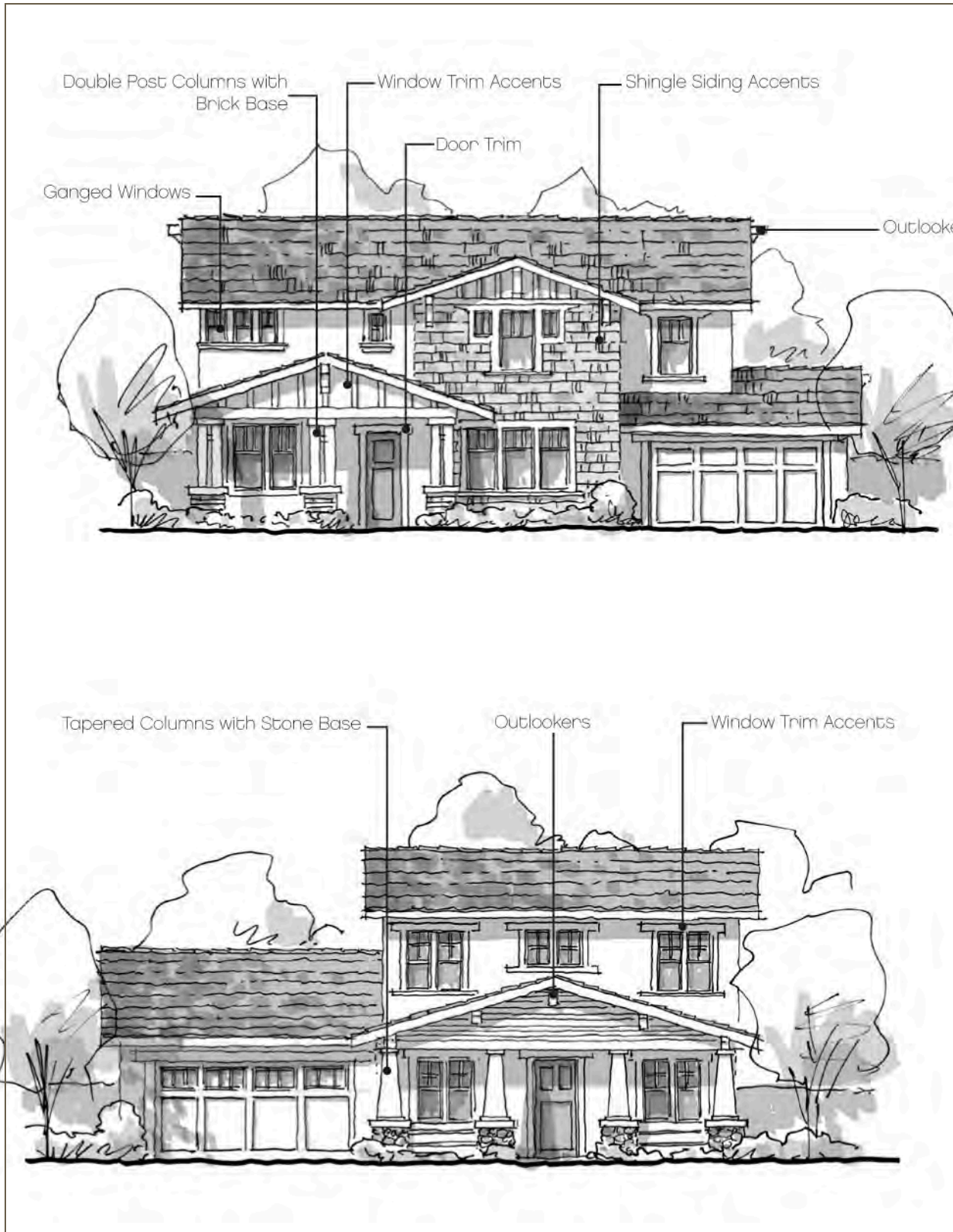


Craftsman

This style has its historical roots in Southern California and spread throughout the country by pattern books and popular magazines during the early decades of the 20th century. Craftsman specific attributes relate to the home’s climate, native materials, indoor/outdoor living, and honest character styles.

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| <ul style="list-style-type: none"> <input type="checkbox"/> Low pitched (5:12), front gabled roof with wider overhangs and flat roof tile; higher pitched roofs acceptable on single-story homes <input type="checkbox"/> Cross-gabled, side-gabled and hipped roofs also appropriate <input type="checkbox"/> Decorative beams or braces under gables <input type="checkbox"/> Siding or distinguishable vent details in gable ends | <ul style="list-style-type: none"> <input type="checkbox"/> River rock applications historically typical and preferred as base details at porches; additionally tapered or double wood post columns signature elements for this style; but brick is acceptable <input type="checkbox"/> Exterior walls can be enhanced with a shingle or siding application; all stucco solutions are acceptable <input type="checkbox"/> Expressive window and door trims |
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European Manor

The European Manor is a more formal, classical version of the European Country evoking the manicured estates of the European aristocracy.

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| <ul style="list-style-type: none"> <input type="checkbox"/> Grouted stone façade <input type="checkbox"/> Flat arches typify entry, porch and feature windows | <ul style="list-style-type: none"> <input type="checkbox"/> Steeper roof pitch (5:12 to 6:12), predominantly hipped with crown-boxed eaves <input type="checkbox"/> Iron railings and balconies |
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Italian

The Italian or Villa homes reflect more symmetrical, square forms with enduring southern European influences allowing a variety of massing and detail opportunities. Typically they are 2-story with vertical massing.

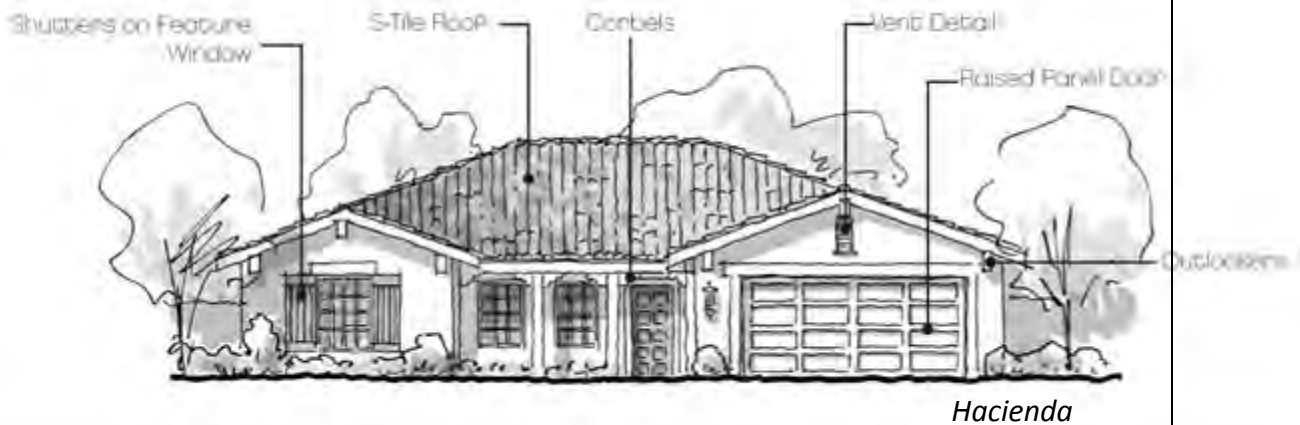
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| <input type="checkbox"/> Low pitched, hipped roof with wide eaves | <input type="checkbox"/> Smaller upper level windows |
| <input type="checkbox"/> Boxed-crown or conventional fascia are both appropriate | <input type="checkbox"/> Stucco exteriors with accent ironwork and/or pre-cast concrete features |
| <input type="checkbox"/> S-tile is common but flat tile is acceptable | <input type="checkbox"/> Optional columns at porches and/or balconies add formality |
| <input type="checkbox"/> Flat or full arches at entries, porches, and accent windows | <input type="checkbox"/> Can be traditional or progressive |

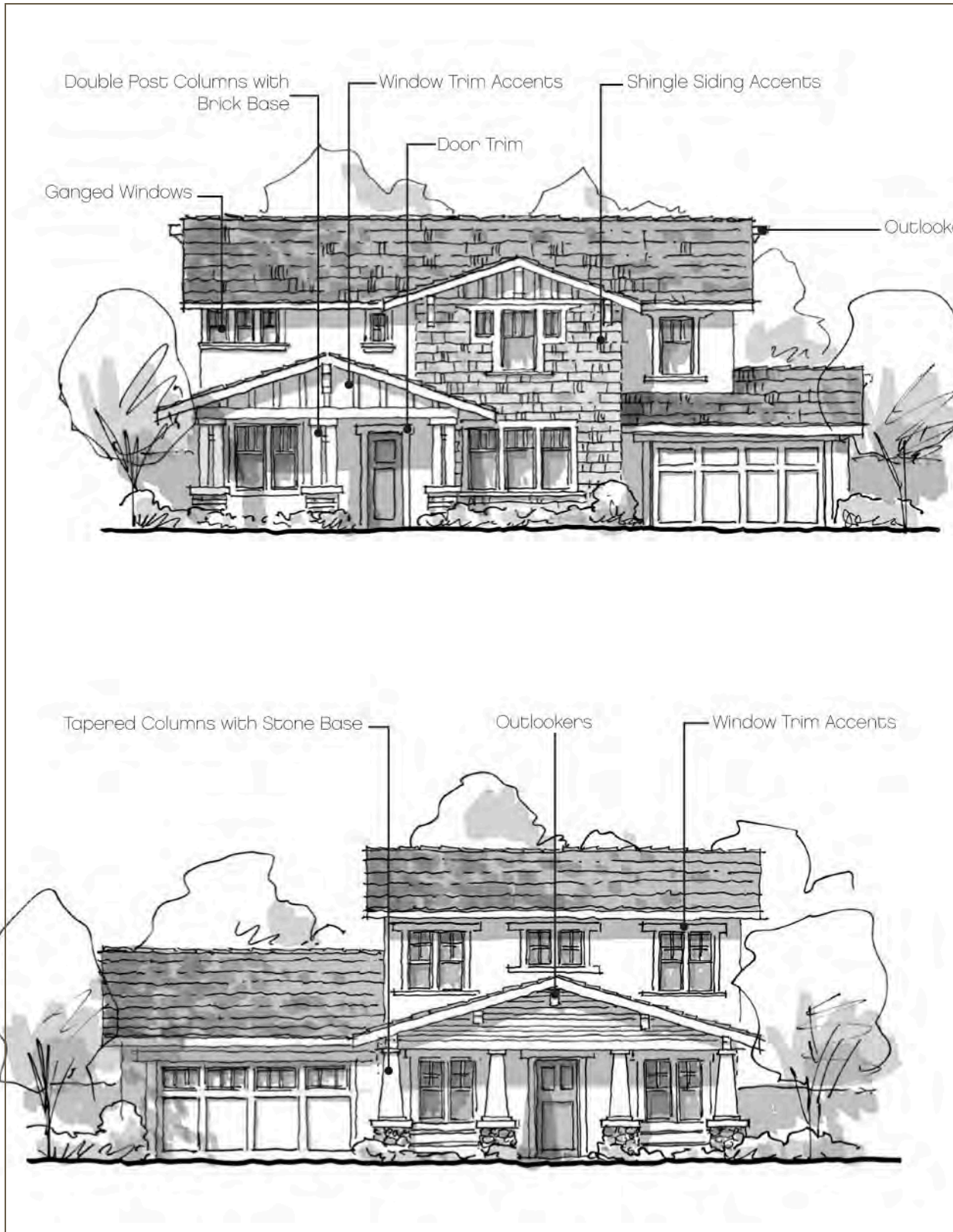


Spanish

The Spanish style evolved in California as an adaptation of Mission Revival influences, infused with additional eclectic elements and details from Latin America and Spain. From formal adaptations to informal solutions, this style remains one the most recognizable.

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| <ul style="list-style-type: none"> <input type="checkbox"/> Low pitched, S-tile roof <input type="checkbox"/> Eave overhangs with any combination of hipped and gabled roofs <input type="checkbox"/> Full arches at entry, porch, and/or feature windows common (Not required for Hacienda Style) <input type="checkbox"/> Typically all stucco walls <input type="checkbox"/> Iron accent details at small feature windows and/or exterior railing | <ul style="list-style-type: none"> <input type="checkbox"/> Accent tiles can be provided as entry surrounds or feature window surrounds <input type="checkbox"/> Appropriate detail at gable ends such as decorative pipes, vents, or outlookers <input type="checkbox"/> Santa Barbara is more formal version with splayed or compound arches <input type="checkbox"/> Hacienda is more casual version with wood headers, corbels, and posts |
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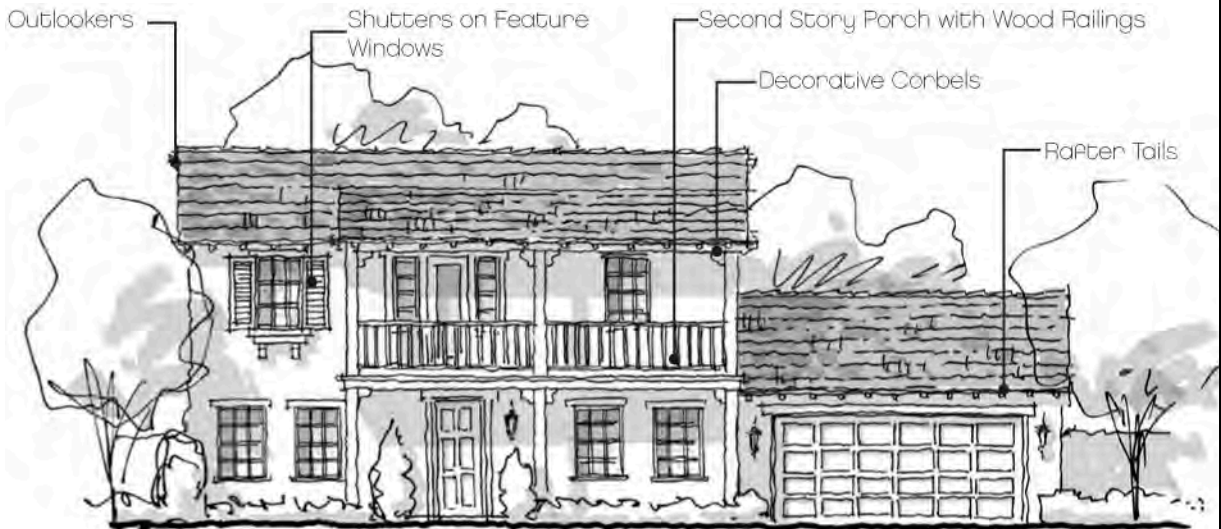




Monterey

The Monterey style emanated from the Monterey Peninsula in the late 19th century by mixing East Coast Colonial architecture with the Spanish-influenced architecture of California.

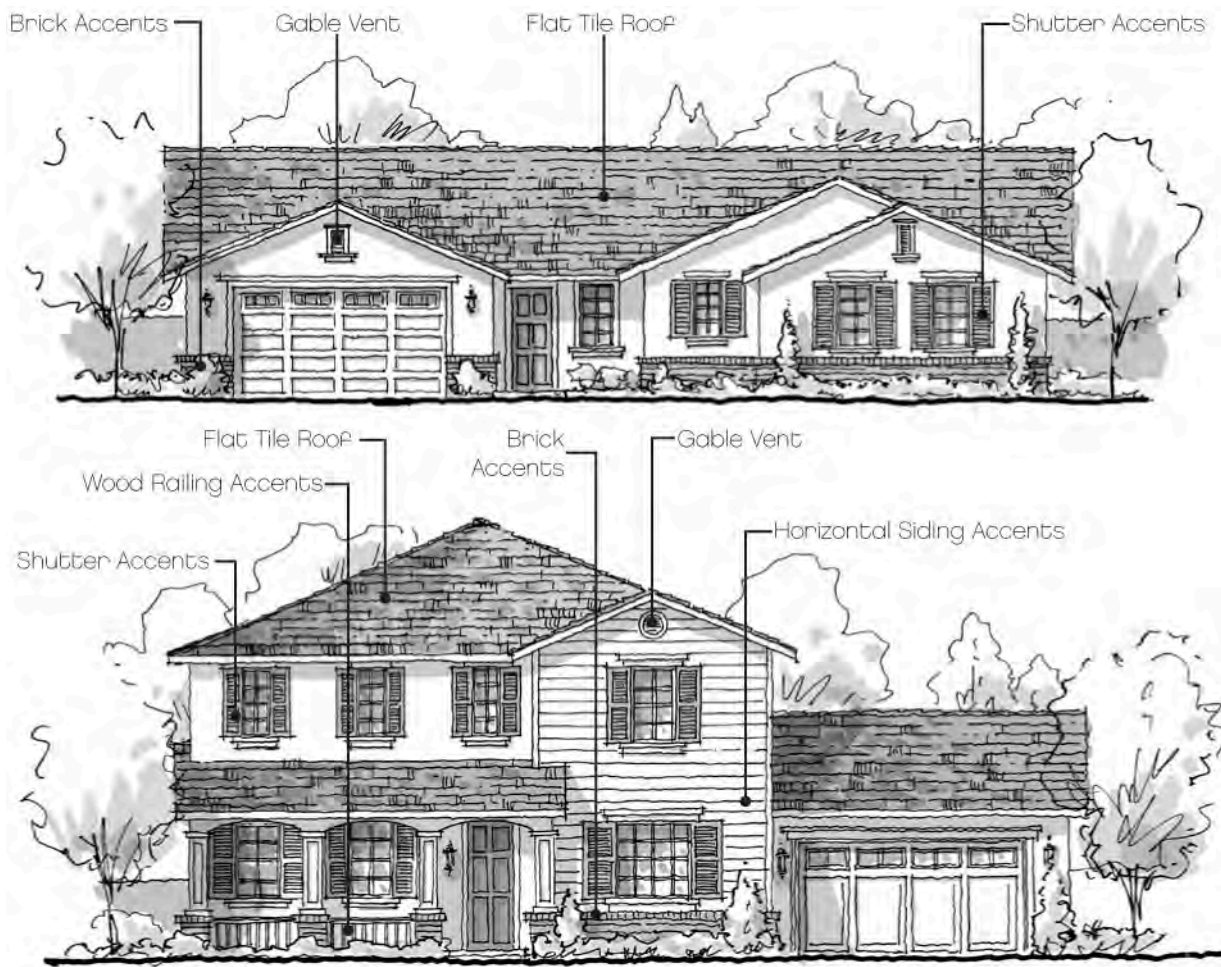
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| <ul style="list-style-type: none"> <input type="checkbox"/> Two-story massing <input type="checkbox"/> Useable balconies at front elevation with wood railing/pickets preferred solution; adaptations of this detail encouraged for variety <input type="checkbox"/> Rafter tails <input type="checkbox"/> Flat or 's' roof tiles | <ul style="list-style-type: none"> <input type="checkbox"/> Front to back primary roof with expressed outlookers at gable ends <input type="checkbox"/> Brick or stone application with vertical or horizontal (board & batt) siding <input type="checkbox"/> All stucco applications acceptable if contributing details provided |
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Traditional

The Traditional style evolved in the early twentieth century exemplified by classic “Americana” or colonial influences. This style is quite adaptable to its surroundings and fits well within a style diverse street scene. Warm and comfortable, its simplicity of form and structure promote a true sense of Americana.

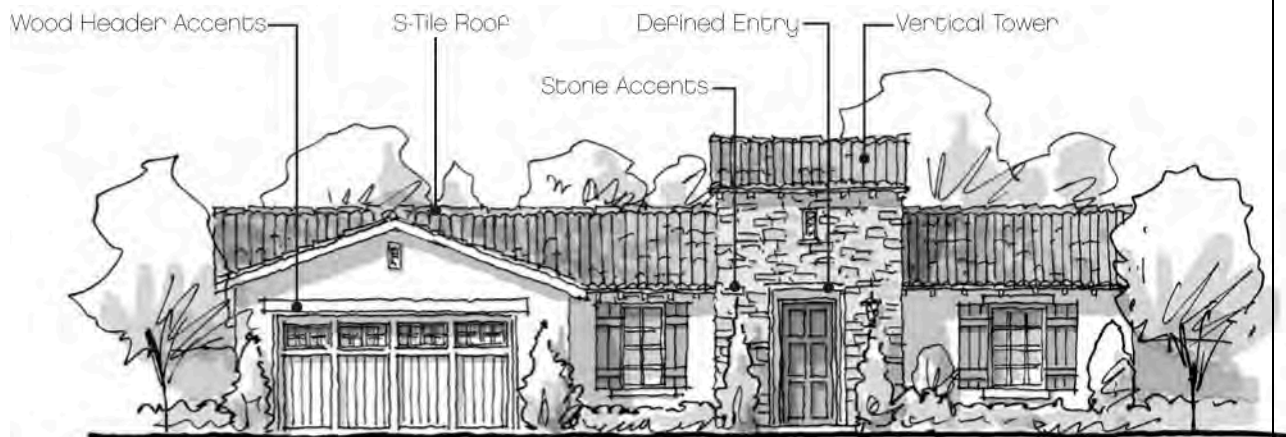
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| <ul style="list-style-type: none"> <input type="checkbox"/> Horizontal and/or vertical massing <input type="checkbox"/> Roofs can be hipped and/or gabled with steeper pitches <input type="checkbox"/> Flat tile roof <input type="checkbox"/> Typical brick application at base | <ul style="list-style-type: none"> <input type="checkbox"/> Horizontal siding and/or stucco <input type="checkbox"/> When a front porch is provided, it shall be useable with substantial wood posts atop a base with wood railing/pickets <input type="checkbox"/> Gable vent or accent window detail <input type="checkbox"/> Shutters also common to this style |
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Tuscan

The Tuscan style is a more rustic version of Italian architecture rooted in the Tuscany region of Italy.

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| <ul style="list-style-type: none"> <input type="checkbox"/> Primary horizontal mass with accentuated vertical tower or defined element <input type="checkbox"/> Meaningful stone application on façades extends from foundation to eave <input type="checkbox"/> Accent shutters can be cantilevered with iron braces | <ul style="list-style-type: none"> <input type="checkbox"/> Wood or wood-look window and door headers accentuate the rustic feel <input type="checkbox"/> Primary entries are well-defined <input type="checkbox"/> Lower pitched roof with flat or s-tile |
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VI. SPECIFIC PLAN ADMINISTRATION

A. Approval of the Specific Plan

The AVANTI NORTH Specific Plan will be reviewed by both the Planning Commission and City Council and adopted by Ordinance in accordance with the City of Lancaster's established policy. The AVANTI NORTH Specific Plan establishes all of the development regulations for the Specific Plan area. The development regulations are structured for consistency with the City of Lancaster Zoning Code and incorporate general provisions, permitted uses, development standards, project approval procedures, and other zoning related provisions.

B. Amending the Specific Plan

Approval of this Specific Plan indicates acceptance by the City Council of a general framework for development including specific development standards that constitute the zoning regulations for the AVANTI NORTH Specific Plan area. Certain modifications to the Specific Plan text and exhibits may be necessary during the community's development. Modifications to the Specific Plan shall occur in accordance with the amendment process described in this section. These amendments are divided into two categories.

The first category, "Substantial Conformance / Minor Modification," as defined below, allows for minor changes to the Specific Plan without a public hearing and may be approved by the Director of Community Development. All other substantive proposed changes are considered "Formal Amendments" and are required to be reviewed for approval by the Planning Commission and the City Council.

Amendments may be requested at any time pursuant to California Government Code Section 65453(a). If the Director of Community Development deems the proposed amendment as a Formal Amendment, it will be processed in the same manner as the original Specific Plan. Proposed amendments deemed to be a Substantial Conformances / Minor Modification by the Director of Community Development, as defined herein, will be processed administratively as a substantial conformance by the Administrative Review process.

1. Substantial Conformance / Minor Modification

Upon determination by the Director of Community Development, certain modifications to the Specific Plan text, graphics, and/or project design may not require Formal Amendments (i.e., through public hearing). The following Minor Modifications to the Specific Plan do not require a Specific Plan Amendment and are subject to review and approval by the Director of Community Development. The Director of Community Development, however, shall have the discretion to refer any such request for modification to the Planning Commission.

Minor Modifications include the following:

- Decrease in overall Specific Plan density.
- Adjustment of planning areas so long as the total acreage of that planning area does not decrease or increase by more than 15% of that stated within this Specific Plan.
- Transfer of dwelling units between planning areas of 15% or less.
- Realignment or modifications of streets serving AVANTI NORTH, lot lines, easement locations, and grading adjustments, if also approved by the City Engineer.
- Modification of design criteria such as paving treatments, architectural details, landscape treatments, fencing, lighting, and entry treatments.
- Final facility sizing and precise location of water, sewer and storm drainage improvements when directed by the City Engineer.
- Change in utility and/or infrastructure servicing agency.
- Collector alignment revisions when the centerline moves by less than 10 feet.
- Landscape, wall material, wall alignment and streetscape design modifications, which are consistent with the design guidelines contained in this document as determined by the Development Review Committee.
- Modifications to Architectural Design Guidelines, such as variations of materials within the particular architectural style and complementary variations in colors.
- Revisions to project graphics, which do not substantially change the intent of the graphics in the AVANTI NORTH Specific Plan.
- Specific modifications of a similar nature to those listed above, which the Director of Community Development deems minor, which are in keeping with the intent of the Specific Plan and which are in conformance with the City of Lancaster General Plan.
- Any other proposed changes that are determined by the Director of Community Development to be minor modifications.

2. Formal Amendment

All Specific Plan modifications, which do not meet the criteria of a Substantial Conformance / Minor Modification as defined in this section, shall be deemed to require a Formal Amendment. This Specific Plan was prepared pursuant to California Government Code 65450, et. seq. Amendments to the Specific Plan shall be processed in accordance with applicable requirements of law, which include Section 65450, et. seq. of the California Government Code.

Formal Amendments shall be subject to the review and approval of the City Council. The Planning Commission shall first hear and consider all applications for Formal Amendments to the Specific Plan. The Planning Commission shall prepare a recommendation and findings on all applications for Formal Amendments to the City Council. As required by the California Government Code, all agencies significantly affected by the Formal Amendment shall be notified of the proposed action prior to the approval of the Formal Amendment.

Any Formal Amendment to this Specific Plan initiated by an applicant shall require preliminary review by the City of Lancaster Director of Community Development, filing of an official application and required materials supporting the amendment, submittal of a fee deposit, Planning Commission review and recommendation and City Council review and final decision.

In considering approval or disapproval of Formal Specific Plan Amendments, the City Council shall find that the proposed Amendment is in compliance with the following:

- (1) The proposed Amendment is consistent with the General Plan and its Elements in effect at the time of consideration.
- (2) The proposed Amendment does not result in an incompatibility with surrounding land uses with respect to use, development standards, density, or issues of health, public safety, or general welfare.
- (3) The proposed Amendment is consistent with the overall design character and general community structure of the Avanti North Specific Plan as set forth in the Specific Plan's Design Guidelines (Section VI and V).
- (4) The proposed Amendment is not likely to cause substantial environmental damage, or substantially and avoidably injure significant wildlife, or their habitat.

C. Approval of Implementing Projects

The purpose of this section is to provide a process for the implementation and review of all Tract Maps, which will be required to implement the development and construction of the AVANTI NORTH Specific Plan.

Following the approval of the tentative map, the final Tract Map and application for final Tract Map approval shall be filed with the Director of Public Works. The Director of Public Works or his or her designee shall review the Tract Map for conformance with the tentative map conditions of approval and the provisions set forth by this Specific Plan. All projects constructed in accordance with an approved Tract Map shall be permanently maintained as approved. Any desired subsequent changes shall be submitted for approval as an amendment to the Tract Map.

D. CEQA Compliance Process

The AVANTI NORTH Specific Plan was required by State law to undergo environmental review in accordance with the California Environmental Quality Act (CEQA). Pursuant to State and local CEQA guidelines, the

City of Lancaster prepared an Environmental Impact Report (EIR). Prior to the approval of the Specific Plan, the EIR was considered and certified by the Lancaster City Counsel. Any amendments to this Specific Plan or discretionary approvals required to implement this Specific Plan also are subject to the requirements of CEQA.

PLANNING COMMISSION ACTION:

APPROVED (6-0-0-0-1) (ABSENT: Coronado)

AGENDA ITEM: 2.

DATE: 06-19-17

STAFF REPORT

**ENVIRONMENTAL IMPACT REPORT NO. 15-02
SPECIFIC PLAN NO. 15-01
TENTATIVE TRACT MAP NO. 73507**

DATE: June 19, 2017

TO: Lancaster Planning Commission

FROM: Planning Section, Community Development Division
Development Services Department *BZ*

APPLICANT: CV Communities, LLC

LOCATION: 237.25 gross acres south of Avenue K, north of Avenue K-8, east of 70th Street West, and west of 60th Street West

- REQUEST:
1. Certify Environmental Impact Report (EIR) No. 15-02 (SCH #2015111056)
 2. Approve the Avanti North Specific Plan (SP No. 15-01)
 3. Approve Tentative Tract Map No. 73507 to subdivide 237.25 gross acres into 753 single-family lots, two neighborhood park sites, and an open space area serving storm water detention and water quality filtration purposes

RECOMMENDATION: Adopt Resolution No. 17-15 certifying the Final EIR No. 15-02 (SCH #2015111056), approving Tentative Tract Map No. 73507, and recommending to the City Council approval of SP No. 15-01. The approval of Tentative Tract Map No. 73507 is not valid until the effective date of SP No. 15-01.

BACKGROUND: On May 15, 2017, the Planning Commission voted to continue the public hearing for this request for 30 days to allow the Commission additional time to review the project.

On October 17, 2005, the Planning Commission approved Tentative Parcel Map No. 53229, which subdivided the subject property (Avanti North) and the property to the south (Avanti South) into 1,594 residential lots, one school site, and one large park, which also served as a temporary drainage basin. In 2015, two separate applications were submitted for the property encompassed by Tentative Parcel Map No. 53229, effectively splitting it in half. The property north of Avenue K-8 (Avanti North) is the subject of this project. The property south of Avenue K-8 (Avanti South) is the subject of a separate development application.

GENERAL PLAN DESIGNATION, EXISTING ZONING, AND LAND USE: The subject property is designated as UR (Urban Residential; 2.1 to 6.5 dwelling units per acre) with a Specific Plan overlay, zoned SP (Specific Plan), and is currently undeveloped. The General Plan designation, zoning, and land use of the surrounding properties are as follows:

	<u>GENERAL PLAN</u>	<u>ZONING</u>	<u>EXISTING USE</u>
NORTH	UR	R-10,000 (residential, minimum lot size 10,000 sf) R-7,000 (residential, minimum lot size 7,000 sf)	Vacant, single-family residential
SOUTH	UR/Specific Plan Overlay	R-7,000	Vacant
EAST	UR	R-7,000	Single-family residential
WEST	C (Commercial) NU (Non-Urban Residential)	CPD (Commercial Planned Development) RR-1 (Rural residential, minimum lot size one acre)	Vacant

PUBLIC IMPROVEMENTS: The site is bounded to the north by Avenue K, which is improved with one travel lane in each direction. A portion of Avenue K has been improved with a landscaped median and an eastbound left-turn lane adjacent to the subdivision located on the north side of Avenue K. The site is bounded to the south by future Avenue K-8 and to the east by existing single-family homes. The site is bounded to the west by 70th Street West, which is improved with one travel lane in each direction. Various utilities and other infrastructure and urban services exist in the vicinity of the site.

ENVIRONMENTAL REVIEW: A Final EIR (SCH #2015111056) has been prepared that analyzes the potential impacts of the proposed project. The Planning Commission, prior to taking action on the proposed project, is required to certify that the Final EIR (SCH #2015111056) was prepared in accordance with the requirements of the California Environmental Quality Act (CEQA), and find that the identified environmental effects are insignificant, adequately mitigated, or acceptable due to overriding considerations. These required findings are contained in Exhibit "A" of Resolution No. 17-15.

Effective January 1, 1991, applicants whose projects have the potential to result in the loss of fish, wildlife, or habitat through urbanization and/or land use conversion are required to pay filing fees as set forth under Section 711.4 of the Fish and Game Code. Pursuant to Section 21089(b) of the Public Resources Code, the approval of a project is not valid, and no development right is vested, until such fees are paid.

LEGAL NOTICE: Notice of Public Hearing was mailed to all urban designated property owners within a 500-foot radius of the project and all non-urban (rural) designated property owners within a 1,500-foot radius of the project, posted in three places, posted on the subject property, and noticed in a newspaper of general circulation per prescribed procedure.

ANALYSIS: The applicant proposes to develop an approximately 237.25 gross acre property as a master planned community. Tentative Tract Map No. 73507 would subdivide the project site into 753 single-family residential lots (with lots ranging from 5,250 square feet to 8,750 square feet, resulting in a gross density of 3.2 dwelling units per acre), two lots for private neighborhood parks, two lots for open space for the purpose of storm water detention, and master planned streets. The two private neighborhood parks are designed to serve as activity nodes and social gathering spaces and are sized at 4.1 and 6.3 acres. Proposed along the west side of 65th Street West in the center of the community is a 12.1-acre open space area, which would serve storm water detention and water quality filtration purposes. The proposed tentative map is consistent with the layout and design of the Specific Plan described below.

SPECIFIC PLAN

The Specific Plan provides the City of Lancaster with policies and guidelines to ensure the efficient, orderly development of the 237.25-acre Avanti North master planned community. The Specific Plan facilitates quality residential development on the site, consistent with the goals and policies of the City's General Plan, by establishing a community that is superior to the development otherwise allowable under conventional zoning regulations.

The specific plan document consists of six sections that collectively describe the project setting, the overall plan concept, specific development requirements and regulations, required infrastructure, and administrative procedures.

The format of the specific plan is as follows:

- Introduction: Provides introductory information about the proposed project, the government authority to prepare specific plans, and the physical setting and characteristics of the Avanti North property.
- Land Use, Infrastructure, and Approach to Development: Presents the Land Use Plan and describes the allowable land uses, infrastructure components (circulation, drainage, water, and sewer systems), open space and recreation elements, and plans for short-term grading and long-term maintenance.
- Planning Area Development Standards: Sets forth the zoning standards for each of the community's nine planning areas.
- Landscape Plan and Guidelines: Provides guidance for landscaping, exterior lights, walls, and fencing. Included, is a list of recommended plant materials, guidelines for landscaping along streets, at focal points, in open space/detention basin areas, and in the two neighborhood parks.
- Architectural Theme and Style Guidelines: Describes six complementary architectural themes that homebuilders in the Avanti North community are encouraged to use. Also provided, is guidance on home plotting and architectural design variation to achieve visually interesting and diverse street scenes.

- Specific Plan Administration: Defines procedures for determining conformance with this Specific Plan, amending the Specific Plan, and approving plans and permits that implement the Specific Plan.

Planning Areas

The following nine planning areas are established by the Specific Plan and are applied to the property within the Specific Plan area:

- Planning Area A is 31.5 acres and accommodates 150 single-family detached homes on minimum 5,250-square-foot lots at a gross density of 4.8 du/ac in the northwest section.
- Planning Area B is 35.5 acres and accommodates 148 single-family detached homes on minimum 6,050-square-foot lots at a gross density of 4.2 du/ac, in the southwest section.
- Planning Area C is 42.7 acres and accommodates 156 single-family detached homes on minimum 6,900-square-foot lots at a gross density of 3.8 du/ac, in the north-central section.
- Planning Area D is 47.4 acres and accommodates 156 single-family detached homes on minimum 7,800-square-foot lots at a gross density of 3.3 du/ac, in the northeast section.
- Planning Area E is 42.5 acres and accommodates 137 single-family detached homes on minimum 8,750-square-foot lots, at a gross density of 3.2 du/ac, in the southeast section.
- Planning Areas F and G are the two private parks. Planning Area F is 6.3 acres in the west section and Planning Area G is 4.1 acres in the east section.
- Planning Areas H and I are the two open space areas totaling 11.8 acres that serve storm water detention purposes along the west side of 65th Street West.

Access and Circulation

The Specific Plan establishes concepts for vehicular, bicycle, and pedestrian access, recognizing that all are key elements in the overall design of the project.

Internal vehicular circulation is fed through a hierarchical street system anchored by the centrally-located and north/south oriented 65th Street West. Street "A" is the backbone east/west oriented street that connects to 65th Street West at a roundabout in the approximate center of the community. Street "A" leads directly to both neighborhood parks and serves as their view window from 65th Street West. The roundabout at the intersection of 65th Street West and Street "A," and a second roundabout at the intersection of 65th Street West and Avenue K-8, are intended to slow traffic and serve as attractive identifying features. In the two roundabouts, traffic circulates around a central landscaped island, where vehicles will need to slow their speeds to merge, make turns, and yield to pedestrians.

At each intersection, the internal streets narrow to provide traffic calming. These narrower roadways provide for increased walkability within the community by encouraging drivers to slow down when approaching intersections and reduce the street width at crosswalks and handicap ramps. The project contains a well-developed sidewalk and pathway system that encourages movement by foot and bike to access the parks, or simply get outside for exercise. Cul-de-sac streets that would have normally

cut-off access within the neighborhoods include paseo walkways at their termini to provide a through-connection for walkers and cyclists to adjacent sidewalks and pedestrian trails.

Planning Area and Development Standards

This section establishes a list of permitted uses and dimensional standards for development in each planning area. The Planning Area Development Standards provide the standards for minimum lot area; maximum site coverage; front, side, and rear yard setbacks; and maximum building heights, as appropriate to each planning area. Adherence to the standards will help to ensure that the community builds out as intended and that structures are placed and sized in ways that enhance the quality and character of Avanti North.

Architectural Theme and Style Guidelines

The Specific Plan's Architectural Theme and Style Guidelines section describes the visual character that is desired for development within Avanti North. The Architectural Theme and Style Guidelines address site planning and design, architectural design, and architectural styles.

Specific to Avanti North, the desired architectural theme will be an updated interpretation of traditional California suburban design. This theme could be represented in architectural elements found in French Country, Craftsman, European Manor, Italian, Spanish, Monterey, Traditional, and Tuscan. Consistent with the Lancaster Architectural and Design Guidelines, the Specific Plan's incorporation of these guidelines are intended to provide a general framework for design.

SUMMARY: The density of the proposed development is consistent with the General Plan designation of UR/SP Overlay. The proposed subdivision meets the City's vision and intent for the SP Zone, and sufficient access, utilities, and infrastructure exist, or can be extended, to serve the project site. The Specific Plan document serves as a guide to implement the goals, policies, and objectives of the City's General Plan. The Specific Plan establishes the necessary framework, requirements, and guidelines to ensure that the development of the site meets the goals of providing for a diverse inventory of housing for varied household types and income levels, and providing an interconnected system of sidewalks and pathways that link residents to neighborhood parks and surrounding neighborhoods. Therefore, staff is recommending that the Commission certify the Final EIR 15-02 (SCH #2015111056), approve Tentative Tract Map No. 73507, and recommend approval to the City Council of Specific Plan No. 15-01.


Christopher Aune, Associate Planner

cc: Applicant
Engineer

RESOLUTION NO. 17-15

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF LANCASTER, CALIFORNIA, CERTIFYING THE FINAL ENVIRONMENTAL IMPACT REPORT (EIR NO. 15-02) (SCH# 2015111056), ADOPTION OF NECESSARY ENVIRONMENTAL FINDINGS AND STATEMENT OF OVERRIDING CONSIDERATIONS, APPROVAL OF TENTATIVE TRACT MAP NO. 73507 AND RECOMMENDING TO THE CITY COUNCIL ADOPTION OF SPECIFIC PLAN NO. 15-01 (AVANTI NORTH SPECIFIC PLAN)

WHEREAS, a tentative subdivision map has been filed by CV Communities, LLC for the development and subdivision of 237.25 gross acres located south of Avenue K, north of Avenue K-8, east of 70th Street West, and west of 60th Street West, as shown on the attached map, for Specific Plan (SP No. 15-01) consisting of 753 single-family lots, two neighborhood park sites, and an open space area serving storm water detention and water quality filtration purposes in the SP Zone; and

WHEREAS, notice of intention to consider the specific plan and the tentative tract map for the subject property was given as required in Section 17.36.020.A of the Lancaster Municipal Code and Sections 65854 and 65905 of the Government Code of the State of California; and

WHEREAS, staff has conducted necessary investigations to ensure the proposed specific plan and division of land would be consistent with the purposes of the City's Subdivision Ordinance, State Subdivision Map Act, and the regulations of the Lancaster Municipal Code prepared a written report, and recommended that the specific plan and tentative tract map requests be approved; and

WHEREAS, a written report was prepared by Staff, which included a recommendation for approval of this specific plan and tentative tract map subject to conditions; and

WHEREAS, a public notice was provided as required by law and a public hearing on the tentative tract map and specific plan was held on May 15, 2017, and June 19, 2017; and

WHEREAS, this Commission hereby certifies pursuant to Section 15090(a)(1) of the California Environmental Quality Act (CEQA) Guidelines, that the Final Environmental Impact Report (EIR) (SCH #2015111056) prepared for this proposed project has been completed in compliance with the California Environmental Quality Act (CEQA) as described in Exhibit "A" of this resolution; and

WHEREAS, this Commission hereby certifies pursuant to Section 15090(a)(2) of the State CEQA Guidelines that the Final EIR (SCH #2015111056) was presented to the Commission, and that the Commission reviewed and considered the information contained in the Final EIR (SCH #2015111056) prior to taking action on the project; and

WHEREAS, pursuant to Section 15090(a)(3) of the State CEQA Guidelines, this Commission hereby certifies that the Final EIR (SCH #2015111056) reflects the City's independent judgment and analysis; and

WHEREAS, this Commission based on the evidence in the record, hereby adopts the following findings in support of approval of Tentative Tract Map No. 73507:

1. The proposed design and improvement of the tentative tract map are consistent with the General Plan land use designation of UR/SP Overlay for the subject property.
2. The site is physically suitable for the type and proposed density of development, because adequate roadway capacity and infrastructure exist or can be provided, and the site has no topographical constraints.
3. The project proposes housing types not currently found in the City's inventory of single-family residential homes, promoting a greater variety of housing stock within the City.
4. The design and improvement of the subdivision are not likely to cause serious public health problems because adequate sewer and water systems will be provided to the project.
5. The design and improvement of the subdivision will not conflict with easements acquired by the public at large, for access through or use of property within the proposed subdivision, because all such easements have been incorporated into the proposed public streets (or will be abandoned), based on staff review of a preliminary title report.
6. The proposed subdivision may have a beneficial effect on the housing needs of the region, because an additional 753 dwelling units could be provided, and the City has balanced these needs against the public service needs of its residents and available fiscal and environmental resources.
7. The proposed subdivision provides, to the extent feasible, for the future passive or natural heating or cooling opportunities in the subdivision, because the size and configuration of the parcels would allow for such systems, and

WHEREAS, this Commission, based on the evidence contained in the record, hereby makes the following findings in support of the approval of the adoption of an ordinance adopting the Avanti North Specific Plan approval of SP No. 15-01:

1. The proposed SP No. 15-01 is a mechanism for implementing the City's long-term goals and objectives and is consistent with the General Plan land use designation of UR/SP Overlay for the subject property and with the provisions of 17.20.650 "Specific Plan Required" of the Zoning Ordinance.
2. A need for the Avanti North Specific Plan exists to establish the necessary development standards and guidelines for the development of a neighborhood that provides

neighborhood parks, an interconnected system of sidewalks, and encourages a range of housing lot sizes and styles.

3. The particular property under consideration is a proper location for adoption of this specific plan because it is of the size and shape to allow for the development of a major master planned community, and is located where adequate vehicular access will be available.
4. Adoption of SP 15-01 at such a location will be in the interest of public health, safety, and general welfare and in conformity with good zoning practices because adequate services, facilities, and infrastructure exist, or can be extended, to accommodate the proposed residential development.

NOW, THEREFORE, BE IT RESOLVED:

1. This Commission hereby certifies the Final EIR (SCH #2015111056), prepared for Tentative Tract Map No. 73507 and Specific Plan 15-01, was prepared in accordance with the CEQA as outlined in Exhibit "A", and further certifies that the Final EIR (SCH #2015111056) was prepared to the Commission, and that the Commission reviewed and considered the information contained in the Final EIR (SCH #2015111056) prior to making a decision, and adopts the findings contained in Exhibit "A" and the mitigation monitoring and reporting program as contained in Exhibit "B" of this resolution.
2. This Commission hereby approves Tentative Tract Map No. 73507, subject to the conditions attached hereto and incorporated herein.
3. This Commission hereby recommends to the City Council approval of Specific Plan No. 15-01 through the adoption of the attached ordinance.

PASSED, APPROVED and ADOPTED this 19th day of June, 2017, by the following vote:

AYES: Commissioners Cook, Harvey, Mercy, Smith, Vice Chair Hall, and Chairman Vose.

NOES: None.


ABSTAIN: None.

ABSENT: Commissioner Coronado.



James Vose, Chairman
Lancaster Planning Commission

ATTEST:



BRIAN S. LUDICKE, Planning Director
City of Lancaster

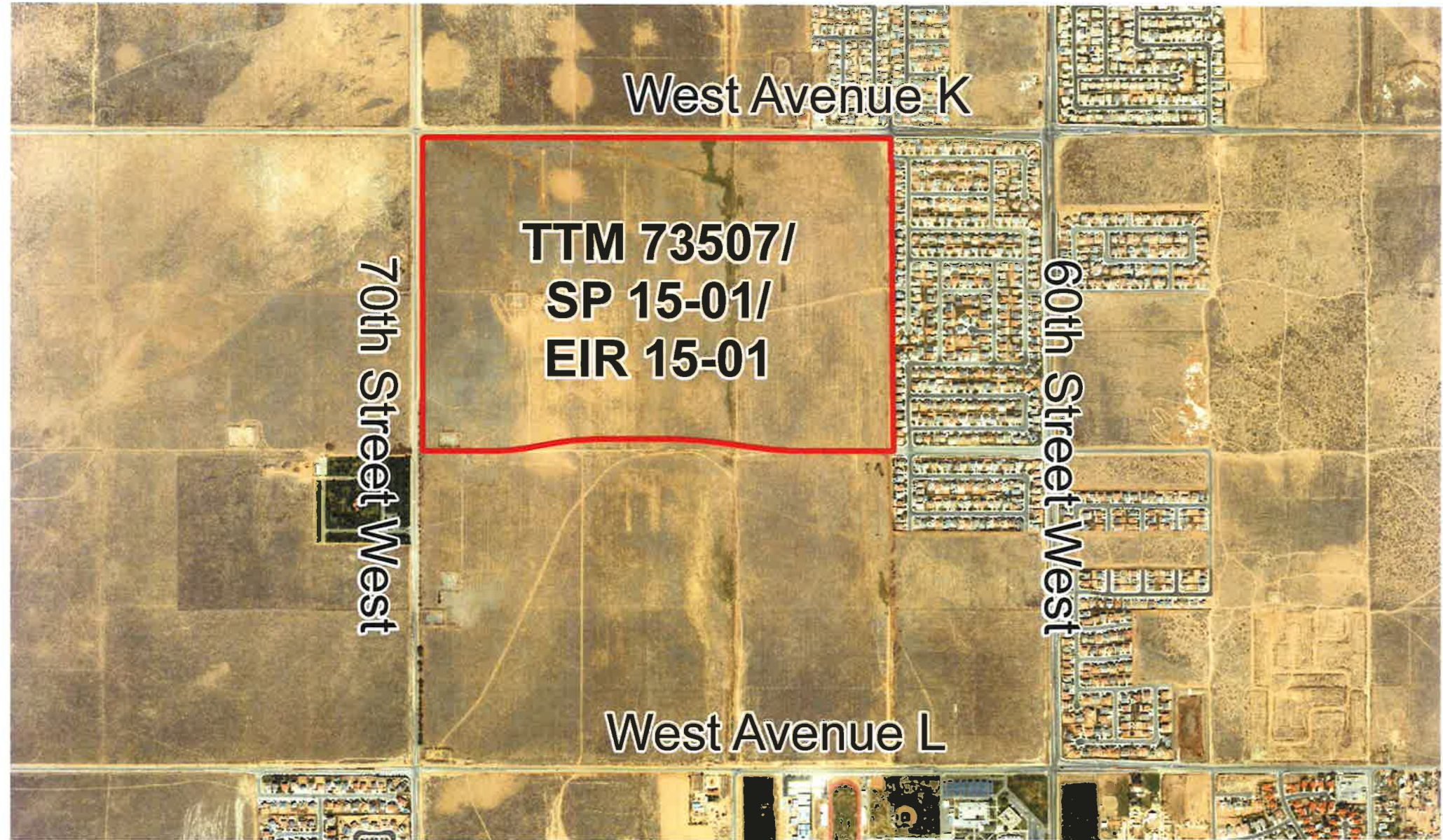
West Avenue K

**TTM 73507/
SP 15-01/
EIR 15-01**

70th Street West

60th Street West

West Avenue L



ATTACHMENT TO PC RESOLUTION NO. 17-15
TENTATIVE TRACT MAP NO. 73507
CONDITIONS LIST
June 19, 2017

GENERAL ADVISORY

1. All standard conditions as set forth in Planning Commission Resolution No. 10-25 shall apply, except Condition Nos. 30, 76, 44 and 63 (Modified).
2. Per direction of the Development Services Director, the applicant shall abide all conditions of the Mitigation Monitoring Program (Exhibit B of Resolution No. 17-15).

STREETS

3. Per direction of the Development Services Director, improve and offer for dedication:
 - 70th Street West and Avenue K at 77 feet of an ultimate 100-foot right-of-way
 - 65th Street West at an 84-foot right-of-way
 - Avenue K-8 at 52 feet of an ultimate 68-foot right-of-way
 - Avenue K-4 at a 60-foot right-of-way
 - 62nd Street West 30 feet west of centerline
4. Per direction of the Development Services Director, improve as private streets:
 - Streets "A" and "GG" at 80 feet (the east-west connector street between the two parks)
 - Streets "B," "C," "D," "S," "HH," "VV," and "EEE" at 70 feet (the collector streets)
 - Streets "E" (east of Street "I"), "H" (east of Street "I"), "I," "J," "K," "L," "M," "N," "O," "P" (north of Street "Q"), "Q," "R," "T" (west of Street "S"), "U" (west of Street "V"), "V," "X" (west of Street "V"), "Y" (west of Street "J"), "Z," "BB," "CC" (west of Street "EE"), "DD," "EE," "II," "JJ," "KK," "NN," "QQ," "RR," "SS," "TT," "UU," "WW," "XX," "ZZ," "AAA," and "DDD" (north of Street "AAA") at 60 feet (the local residential streets)
 - Streets "E" (west of Street "I"), "F," "G," "H" (west of Street "I"), "P" (south of Street "Q"), "T" (east of Street "S"), "U" (east of Street "V"), "W," "X" (east of Street "V"), "Y" (east of Street "J"), "AA," "CC" (east of Street "EE"), "FF," "LL," "MM," "NN," "OO," "PP," "YY," "BBB," "CCC," and "DDD" (south of Street "AAA") at 58 feet (the local cul-de-sac streets)
5. Per direction of the Development Services Director, improve 70th Street West to include a 14-foot landscaped median, 20-foot pavement in each direction with a 13-foot vehicle lane and a 7-foot Class II bike lane. From the curb on the west side, improvements shall include an 8-foot landscape parkway, 12-foot Class IV bikeway, 6-foot landscape, 12-foot equestrian trail per the Master Plan of Trails and Bikeways, and 12-foot landscape. Of the 50 feet of improvements behind curb, 23 feet shall be within the public right-of-way, and 27 feet shall be within the landscape maintenance district.
6. Per direction of the Development Services Director, improve Avenue K to include a 14-foot landscaped median, 20-foot pavement in each direction with a 13-foot vehicle lane and a 7-foot

Class II bike lane. From the curb on the south side, improvements shall include an 11-to-15-foot landscape parkway, 8-foot meandering sidewalk, and 10-to-14-foot landscape. Of the 33 feet of improvements behind curb, 23 feet shall be within the public right-of-way, and 10 feet shall be within the landscape maintenance district.

7. Per direction of the Development Services Director, improve 65th Street West to include a 14-foot landscaped median, 20-foot pavement in each direction with a 13-foot vehicle lane and a 7-foot Class II bike lane. From the curb, improvements shall include a 5-to-9-foot landscape parkway, a 6-foot meandering sidewalk, and 10-to-14-foot landscape. Of the 25 feet of improvements behind curb, 15 feet shall be within the public right-of-way, and 10 feet shall be within the landscape maintenance district.
8. Per direction of the Development Services Director, improve Avenue K-8 to include 18-foot pavement in each direction with an 11-foot vehicle lane and a 7-foot Class II bike lane (no median, 36-foot curb to curb). From the curb, improvements shall include 6-to-10-foot landscape parkway, a 6-foot meandering sidewalk, and 14-to-18-foot landscape. Of the 30 feet of improvements behind curb, 16 feet shall be within the public right-of-way, and 14 feet shall be within the landscape maintenance district.
9. Per direction of the Development Services Director, all sidewalks on local residential and local cul-de-sac streets shall be separated from the curb with a landscaped parkway.
10. Per the direction of the Development Services Director, design and construct a modern, single-lane roundabout at the following intersections:
 - 65th Street West and Avenue K
 - 70th Street West and Avenue K
 - 65th Street West and Avenue K-8
 - 70th Street West and Avenue K-8
 - 65th Street West and Streets "A" and "GG"

The roundabout shall be designed in accordance with the National Cooperative Highway Research Program's Report 672, "Roundabouts: An Informational Guide," 2nd Edition, and shall be designed by an engineer with extensive experience in modern roundabout design. The splitter islands and inner circle of the roundabout shall be landscaped.

11. Prior to certificate of occupancy, the applicant shall design and construct ADA "walk arounds" at driveway locations and dual ADA-compliant curb ramps at all intersections to the specifications of the Development Services Director (Modified Condition No. 44).
12. Per direction of the Development Services Director, design and install traffic calming features throughout the tract as approved by the City Engineer. At a minimum, these shall include curb extensions at pedestrian street crossings.

13. Prior to map approval, the applicant shall acquire and dedicate to the City the right-of-way required for all street improvements as identified in the Traffic Study, to the satisfaction of the City Engineer.
14. Prior to final certificate of occupancy of each phase, the applicant shall construct or pay a fair share contribution for all street improvements as identified in the approved Traffic Impact Analysis required to adequately serve this development, to the satisfaction of the City Engineer, and consistent with Mitigation Measure 4.15-7 of the Mitigation Monitoring Program (Table ES-1 of the Avanti North Environmental Impact Report).

SEWER

15. Construct an appropriate sized sewer mainline to connect to the trunk sewer located on 65th Street West at Avenue J, per an approved sewer area study.
16. Prior to sewer plan approval, the streets shall be designed to avoid creating sump conditions to the satisfaction of the City Engineer. Local main line sewers shall be allowed through lot easements. Local main line sewers shall be allowed through an HOA fee title dedicated drainage paths, paseos, or other pedestrian walkways and passageways.

DRAINAGE

17. Prior to final map approval or grading permit issuance, whichever comes first, the applicant shall obtain approval of the final hydrology/hydraulic study. The final drainage facilities shall be based on the approved hydrology/hydraulic study and will be designed based on the City of Lancaster Engineering Design Guidelines Policies and Procedures Sections 2.7 and 3, and/or to the satisfaction of the City Engineer. Any on-site and/or off-site mitigation measures required by the approved hydrology/hydraulic study shall be constructed prior to first occupancy.
18. Prior to first occupancy, the applicant shall construct all drainage improvements required by the City of Lancaster's Master Plan of Drainage Facilities to the satisfaction of the City Engineer. This shall include but not be limited to an earthen channel along 65th Street West between Avenue K-8 and Avenue K, and a reinforced concrete pipe(s) in Avenue K from 65th Street West to 70th Street West. The hydrology/hydraulic report prepared for the project shall provide calculations demonstrating the proposed improvements will be of sufficient size and capacity to mitigate and convey interim and ultimate watershed flow from the project site and surrounding offsite tributary areas.
19. Prior to final map approval or grading permit issuance, the streets shall be designed to avoid creating sump conditions to the satisfaction of the City Engineer. If a sump condition is unavoidable, redundant catch basin systems shall not be allowed. Secondary overland overflow shall be allowed through lot easements. On HOA fee title dedicated drainage paths, paseos, or other pedestrian walkways and passageways. (Modified Condition No. 57).

20. Prior to or concurrent with the approval of the final map, the applicant shall dedicate drainage basins including access roads to the City of Lancaster in fee simple title to the satisfaction of the Development Services Director.

WATER

21. In order to obtain a conditional will-serve letter, the Project applicant must secure permanent water supply entitlements sufficient to meet the Project's annual water demands as determined by the Los Angeles County Waterworks District 40 (District). This entitlement may be secured through entering an agreement with the District to purchase new State Water Project Table A or other permanent water supply through the Antelope Valley-East Kern Water Agency.
22. In addition to the condition above, the District may require that: (1) various charges/fees be paid by the owner/developer of the property; (2) on-site and off-site water system facilities be installed by a State licensed contractor retained by the owner/developer, and inspected and accepted by the District, using plans prepared by a licensed engineer that are reviewed by the District; or (3) a combination of (1) and (2). Once constructed to the satisfaction of the District, the water system facilities are to be dedicated gratis to the District for subsequent operation and maintenance.

LANDSCAPING

23. The development shall comply with all requirements of Ordinance No. 907 and the State of California Model Water Efficient Landscape Ordinance. The requirements are subject to revision, upon adoption of the City's updated Water Efficient Landscape Ordinance. (Modified No. 63).
24. Prior to landscape encroachment permit, landscape plans shall be prepared in accordance with Ordinance No. 907 and the State of California Model Water Efficient Landscape Ordinance and submitted to the Development Engineering Section of Development Services Department, along with required plan check fees, for review and approval prior to the installation of landscaping or irrigation systems. Such plans are to be incorporated into development of the site and shall show size, type, and location of all plants, trees, and irrigation facilities.

ENVIRONMENTAL

25. The applicant shall be responsible for implementing all mitigation measures for this project in the Final Environmental Impact Report (SCH #2015111056) for the Avanti North EIR on file with the Development Services Department and incorporated herein by reference; and the accompanying Mitigation Monitoring and Reporting Program (MMRP), which is attached hereto (Exhibit B).
26. All Mitigation Measures in the EIR (SCH #2015111056) as deemed to be required in the Environmental Findings shall be considered conditions for the project, as may be further refined and/or clarified by this approval, including the refinements and clarifications set forth in this Conditions List. Implementation of the Mitigation Measures shall be adhered to in

accordance with the Mitigation Monitoring Report. Overall monitoring compliance with the mitigation measures will be the responsibility of the Development Services Director or his or her designee.

OTHER

27. Prior to final map approval, the applicant shall record a reciprocal access easement and maintenance agreement for all shared driveways and drive aisles within the project site, as directed by the City Engineer.
28. Prior to final map approval, the applicant shall record a covenant for easement of all shared driveways and drive aisles and common landscaping areas, as directed by the City Engineer.
29. Prior to issuance of building permits/map approval, the applicant shall record a covenant for easement and/or a reciprocal access easement and maintenance agreement for all shared driveways and drive isles, and common landscaping maintenance areas, within the project site and along the property frontage as directed by the Development Services Director. This condition may be satisfied by incorporating the appropriate provisions into the CC&Rs.
30. Prior to map approval, the applicant is required to grant public utility easements shown on the map and/or listed in conditions by separate document. The easements shall be reviewed and approved by the Development Services Director.
31. Prior to map approval, the applicant shall dedicate to the City the right to prohibit the erection of building(s) and other structures within open space/common lots.
32. Prior to map approval, the applicant shall obtain approval from the Development Services Director and the City Attorney for Covenants, Conditions, and Restrictions (CC&Rs) for this development. The applicant shall reimburse the City for the City Attorney's review fee. The CC&Rs shall grant the City the authority to review and approve/disapprove amendments (including dissolution) of the CC&Rs/association. The CC&Rs shall grant the City the right (though not the obligation) to enforce the CC&Rs (at a minimum those provisions related to City-required items).
33. Prior to first certificate of occupancy/issuance of building permit, the applicant shall establish a Property/Home Owners' Association (POA/HOA), or similar entity, to ensure the continued maintenance of all shared/common lots, including the park, and private drainage devices.

RESOLUTION NO. 10-25

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF LANCASTER, CALIFORNIA, ADOPTING CERTAIN STANDARDIZED CONDITIONS OF APPROVAL FOR TENTATIVE TRACT MAPS

WHEREAS, the Planning Department staff presented to the Planning Commission a list of seventy-seven (77) conditions which are applied to Tentative Tract Maps when they are approved by said Commission; and

WHEREAS, the staff explained to the Commission that since these are standard conditions for almost all tentative maps, it might be more appropriate to adopt them by resolution for reference purposes as it would save time in preparing the reports and Commission time in hearing said reports; and

WHEREAS, it was further explained by staff that adoption of these standard conditions and incorporating by reference would be a more efficient and consistent approach to applying said conditions to the tentative maps approved by the Commission; and

WHEREAS, after discussion, it was the consensus of the Commission that it would be in the best interest of all concerned that the above-mentioned conditions of approval be adopted by resolution and referred to by resolution number for all Tentative Tract Maps;

NOW, THEREFORE THE LANCASTER PLANNING COMMISSION DOES HEREBY RESOLVE, DETERMINE, AND FIND AS FOLLOWS:

The Planning Commission hereby establishes the following conditions of approval as standard conditions to be used by reference in conjunction with all Tentative Tract Map approvals.

GENERAL/ADVISORY

1. The approval of this tentative map shall expire 24 months from the date of conditional approval. The subdivider may file for three one-year extensions of the conditionally approved map prior to the date of expiration for a period of time not to exceed one year. If such extension is requested, it must be filed no later than 60 days prior to expiration.
2. The applicant shall be responsible for notifying the Planning Department in writing of any change in ownership, designation of a new engineer, or a change in the status of the developer, within thirty (30) days of said change.
3. The applicant is hereby advised that this project is subject to development fees at the time of building permit issuance, including, but not limited to, the following as applicable: 1) Los Angeles County Sanitation District Sewer Connection Fee; 2) Interim School Facilities Financing Fee; 3) Installation or Upgrade of Traffic Signals Fee; 4) Planned Local Drainage Facilities Fee; 5) Dwelling Unit Fee; 6) Traffic Impact Fee; 7) Urban Structure Fee (Park Development Fee, Administrative Office Fee, Corporate Yard Fee, and Operations Impact Fee, etc.); and 8) Landscape fee.

4. Comply with all requirements of the Municipal Code and of the specific zoning of the subject property.
5. All construction and/or installation of improvements shall be undertaken to the specifications of the City of Lancaster Municipal Code.
6. Submit a soils report on the properties of soils as detailed in Chapter 18 of the latest edition of the California Building Code and as required by the Public Works Department on all building sites in the proposed subdivision.
7. If the map is to be recorded in phases, the subdivider shall submit a phasing plan to the Planning Department for approval thirty (30) days prior to filing the final map of the first phase.
8. All necessary permits shall be obtained from the City Engineering Division of the Public Works Department prior to any construction, remodeling or replacement of buildings or other structures.
9. An encroachment permit shall be obtained from the Department of Public Works prior to doing any work within the public right-of-way.
10. The subdivider, by agreement with the Director of Public Works, may guarantee installation of improvements as determined by the Director of Public Works through faithful performance bonds, letters of credit or any other acceptable means.
11. The applicant is advised that details shown on the tentative map are not necessarily approved. Any details which are inconsistent with requirements of ordinances, general conditions of approval, or City policies must be specifically approved.
12. All offers of dedication shall be noted by certificate on the face of the final map.
13. Easements shall not be granted or recorded within areas proposed to be granted, dedicated, or offered for dedication for public streets or highways, access rights, building restriction rights, or other easements until after the final map or Grant of Waiver/Certificate of Compliance is filed with the County Recorder unless such easements are subordinated to the proposed grant or dedication. If easements are granted after the date of tentative approval, a subordination must be executed by the easement holder prior to the filing of the final map.
14. Provide letter(s) of slope easement(s) as directed by the Director of Public Works.
15. For subdivisions, the subdivider shall be required to install distribution lines and individual service lines for community antenna television service (CATV) for all new development.

16. The applicant is advised model homes will only be open for inspection by the public after adequate off-street parking is provided, or after the adjoining street improvements have been completed.
17. The applicant is hereby advised that the use of any signs, strings of pennants, banners, or streamers, clusters of flags and similar attention-getting devices are prohibited, except where there has been prior approval from the Planning Department.
18. The subdivider shall defend, indemnify, and hold harmless the City and its agents, officers, and employees from any claim, action, or proceeding against the City or its agents, officers, or employees to attack, set aside, void, or annul, an approval of the City concerning this subdivision, which action is brought within the time period provided for in Section 66499.37 of the Subdivision Map Act. The City shall promptly notify the subdivider of any claim, action, or proceeding and shall cooperate fully in the defense; this condition shall not be imposed if the City fails to promptly notify the subdivider or fails to cooperate fully in the defense.
19. The Planning Director is authorized to review and approve the elevations of future individual houses proposed within the Tract to ensure that they are compatible with the architectural design guidelines established for the overall development. Design and location of such houses are subject to review and approval of the Planning Director, including but not limited to architectural style, color, exterior materials, material and type of walls. The applicant shall provide 360 degree architectural treatments for all proposed houses. In the event disputes arise between the applicant and the Planning Director regarding elevations, or design of the houses, the matter may be appealed to the Architectural and Design Commission (ADC) and the ADC shall render the final decision.
20. The applicant shall submit a Director's Review application for review and approval of elevations to the Planning Department (30) days prior to issuance of building permits.

STREETS

21. Per the direction of the Director of Public Works, the applicant shall pay traffic impact fees as adopted by City Council (Ordinance 852) to be used for the improvement of off-site streets within the unincorporated areas of Los Angeles County that would be affected by traffic generated by the project (Avenue J-8, Avenue L-8, 40th Street West, and 100th Street West).
22. Prior to grading, the applicant shall provide a 24-hour, 7 days a week, contact name and valid phone number to report the blowing of dust and debris from the site.
23. Per the direction of the Director of Public Works, a Dust Control Plan shall be prepared and submitted to the Antelope Valley Air Quality Management District (AVAQMD) in accordance with Rule 403 of AVAQMD. An approved copy of the Dust Control plan shall be submitted to Public Works prior to issuance of a grading permit within the City for

residential projects of 10 acres and larger and for commercial/industrial projects of 5 acres and larger. In lieu of an approved plan, a letter waiving this requirement shall be submitted.

24. Per the direction of the Director of Public Works, street improvements include pavement, curb, gutter, sidewalk, street lights, undergrounding of utilities, etc. The applicant is to reconstruct the street to centerline if the existing pavement section does not meet the Department of Public Works required structural section. Additional pavement as required to transition to existing pavement, or as needed to provide additional turn lanes opposing new improvements, shall also be included in street plans.
25. Per direction of the Director of Public Works, comply with City Municipal Code, Chapter 13.20, Article II entitled Installation/Relocation for New/Expanded Development of Overhead Utilities (Ordinance No. 361).
26. Per the direction of the Director of Public Works, the Developer shall install conduit, pull rope, and pull boxes along regional, primary and secondary arterials to the nearest arterial intersection to be used for future Traffic Signal Communication Interconnect. The interconnect system shall be installed in accordance with the specifications approved by the Traffic Division.
27. Place above ground utilities including, but not limited to, fire hydrants, junction boxes, and street lights outside sidewalk on local and collector streets.
28. Street grades shall meet the specifications of the Department of Public Works.
29. If determined necessary by the Director of Public Works, testing of the existing pavement section is to be performed prior to submitting street plans for plan checking. The minimum allowable structural section will be per the City requirement or the soil test recommendation whichever is greater based on the City's Traffic Index for the street. Removal and reconstruction to the street centerline may be necessary to meet the required structural section.
30. Per the direction of the Director of Public Works, the asphalt surface course for all arterial streets shall be constructed with rubber modified asphalt. The type of rubber modified asphalt shall be as specified by the City and shall be determined in final design.
31. Construct local and collector streets to the requirements of the Design Guidelines and Municipal Code.
32. Design local residential streets to have a minimum curve length of 100 feet. The length of the curve outside of the BCR is used to satisfy the 100-foot minimum length requirement. A minimum 50-foot tangent is required between two curves. No residential street shall have a centerline radius less than 200 feet. The minimum centerline radius on a residential street with an intersecting residential street on the concave side should comply with minimum design speed sight distances per the current City guidelines.

33. Local street(s) shall be aligned such that the central angles of the right-of-way radius returns do not differ by more than 10 degrees.
34. Align the centerlines of all local streets without creating jogs of less than 150 feet when intersecting a street with a 64-foot right-of-way or less, except that a 1-foot jog may be used where a street changes width from standard 60-foot to standard 58-foot right-of-way.
35. Provide at least 40 feet of frontage at the property line and approximately radial lot lines for all lots fronting on the cul-de-sacs or knuckles.
36. Dedicate the right to restrict direct vehicular access along regional, primary and secondary arterials, in accordance with City policy.
37. Per the direction of the Director of Public Works, a secondary access is required when development reaches 700 feet in urban areas or 1,000 feet in rural areas.
38. Street lights are required per adopted City ordinance or policy.
39. Per the direction of the Director of Public Works, all street lighting systems designed after July 1, 2007, shall be designed as City owned and maintained street lighting systems (LS-3 rate schedule). The Developer's engineer shall prepare all plans necessary to build said street lighting system in accordance with Southern California Edison and City of Lancaster standards.
40. Prior to recordation of the final map, the property shall be annexed into the Lancaster Lighting Maintenance District.
41. In subdivision, mailboxes and posts shall be installed per City standards. Secure approval of U.S. Postal Service prior to installation.
42. Label private streets as "Private Drives and Fire Lanes" on the final map.
43. Pursuant to Section 65089.6 of the Government Code, the project will be subject to the Congestion Management Plan (CMP) mitigation requirements, including mitigation fees.
44. Per the direction of the Director of Public Works, construct ADA "walk arounds" at driveway locations to the specifications of the Director of Public Works and install ADA curb ramps at all intersection.
45. Final map design shall be coordinated with the Antelope Valley Transportation Authority (AVTA) for ADA-compliant sidewalks of sufficient width to accommodate ADA-compliant bus benches and shelters.

DRAINAGE

46. Submittal of an overall drainage plan/hydrology study which shows the surface flow, nuisance water, and mitigation plan is required prior to submittal of final map.
47. A hydrology study shall be submitted and approved prior to the filing of the final map. The hydrology study shall verify, among other things, that the proposed streets and existing downstream streets are able to carry, top of curb to top of curb, the anticipated flow through the subdivision, and/or that potential drainage problems will be mitigated through the installation of drainage structures such as culverts, storm drains, or other improvements.
48. Portions of the property may be subject to sheet overflow and ponding. Per the direction of the Director of Public Works, install any local storm drains necessary to mitigate on-site and off-site drainage.
49. Mitigate onsite nuisance water and developmental storm water runoff to the satisfaction of the Director of Public Works.
50. Provide for contributory drainage from adjoining properties and return drainage to its natural conditions or secure off-site drainage acceptance letters from affected property owners.
51. The project shall comply with the Best Management Practices (BMPs) of the National Pollutant Discharge Elimination System (NPDES) and all NPDES Permit Requirements.
52. Per the direction of the Director of Public Works, if the project is located in Flood Zone AO(1), elevate the building one-foot above the highest adjacent grade.
53. Place note of flood hazard on the final map and dedicate right to restrict buildings or structures in flood hazard area, if applicable.
54. Box culverts or other structures acceptable to the Director of Public Works are required at all intersections with arterial streets to eliminate nuisance water from crossing the street above ground. (No cross gutters allowed.)
55. Per the direction of the Director of Public Works, all drainage facilities are to be constructed and approved prior to occupancy of any dwelling within the project. If the project is phased, all drainage facilities required for each phase will be constructed and approved prior to occupancy of any dwelling within that phase.
56. Prior to recordation of the final map, the property shall be annexed into the Lancaster Drainage Maintenance District.

57. Per the direction of the Director of Public Works, streets shall be designed to avoid creating sump conditions. If a sump condition is unavoidable, a redundant catch basin system shall be installed. Secondary overland overflow shall not be allowed.

WATER AND SEWER

58. All lots shall be served by adequately sized water system facilities, including fire hydrants, of sufficient size to accommodate the total domestic and fire flows required for the land division. Domestic flows required are to be determined by the Director of Public Works. Fire flows required are to be determined by the Fire Chief.
59. There shall also be filed with this subdivision a statement from the water purveyor indicating the water service shall be provided to each lot and that the proposed water mains and any other required facilities will be operated by the purveyor and that under normal operating conditions the system will meet requirements for the land division.
60. Approval of this land division is contingent upon the installation and dedication of local main line sewers and separate house laterals to serve each dwelling unit and/or lot at such time as the permanent buildings are constructed on the site.
61. Per the direction of the Director of Public Works, provide a sewer area study prior to submittal of the final map.
62. Per the direction of the Director's of Planning and Public Works, at the time of project construction, the applicant shall be required to comply with all Ordinances adopted to address the balance of water supply to water demand.

LANDSCAPING

63. The development shall comply with all requirements of Ordinance No. 907.
64. Per the direction of the Director of Public Works and prior to approval, landscape plans shall be prepared in accordance with Ordinance No. 907 and submitted to the Public Works Department, along with required plan check fees, for review and approval prior to the installation of landscaping or irrigation systems. Such plans are to be incorporated into development of the site and shall show size, type, and location of all plants, trees, and irrigation facilities.
65. Prior to occupancy, provide a 10-foot-wide landscape easement and maintenance district along regional, primary and secondary arterials, in accordance with City policy. The irrigation system, landscape plan, and plant materials are subject to approval by the Department of Public Works. The construction materials, color, and design of the decorative (i.e. slump stone, split faced with brick pilasters, and decorative brick cap) masonry wall abutting the landscape maintenance district and entry street is subject to approval of the Planning Director. The irrigation and plant materials shall be installed and

completed to the satisfaction of the Director of Public Works prior to occupancy of any residence within the development. In addition, add a one- to two-course high block wall along the back of the sidewalk is required to protect the landscaping and irrigation, and to prevent runoff.

66. Street trees are required one per house. Corner lots require one tree along the frontage and two trees on the corner side for a total of three trees. Contact City of Lancaster Department of Public Works for street tree location, species and approved method of installation and irrigation.
67. Developer shall install a landscaping and irrigation system in the 6.5-foot right-of-way strip between the front yard and street side yard where alternate street section is used.
68. Developer shall install a parkway planter with landscaping and irrigation where required in accordance with the adopted Design Guidelines.
69. Annexation into the Landscape Maintenance District is required.
70. Per the direction of the Director of Public Works, the Developer shall install a “purple pipe” irrigation system in all landscape maintenance districts to provide for future connection to a recycled water system.

WALLS AND FENCES

71. Prior to occupancy, construct a masonry wall along the perimeter of the subdivision where a rear, side, or street side yard abuts other property, or is adjacent to a street, in accordance with Section 17.28.030.C. of the Municipal Code; color and design to be specifically approved by the Planning Director. If the project is developed in phases, a masonry wall must be provided around the perimeter of each recorded phase in accordance with this condition prior to occupancy of any units in that phase. The requirement for perimeter walls may be waived or modified by the Planning Director in order to prevent the creation of double walls where an adequate wall, which would meet the intent of this condition, is already in existence, or where there will be continuous work in progress on adjacent phases. All walls required by this condition shall meet the structural requirements of the City of Lancaster as specified by the Public Works Director.

ENVIRONMENTAL

72. Pursuant to Section 21089(b) of the Public Resource Code, approval of this Tentative Tract Map will not be valid, and no development right shall be vested, until such times the required fees, as set forth under Section 711.4 of the Fish and Game Code, have been paid. Said fees, in the form of a check made payable to the County of Los Angeles Clerk’s Office shall be submitted to the Planning Department within three (3) days of the Commission’s action.

73. Per the direction of Planning Director, a Phase I Cultural Resource Study is required for any off-site area which will be disturbed by the development, such as staging areas and turn-arounds not covered by the Cultural Resource Study, or all work shall be conducted on the site by installation of a fence to determine limits of development.
74. The applicant shall, prior to or concurrent with the approval of a final map, pay a fee to the City of Lancaster in the sum of \$770.00 per gross acre, to be held in the biological mitigation fund as established by the City Council. Additionally, should the applicant be required to pay mitigation fees under the California Department of Fish and Game, these fees can be deducted from the amount collected by the City of Lancaster.
75. The project shall comply with all mitigation measures adopted in the mitigation monitoring program.

RURAL RESIDENTIAL

76. Prior to occupancy, provide an 18-foot-wide multi-use trail, landscape easement, and landscape maintenance district along regional, primary, and secondary arterials and along the first 100 feet of entry streets into the subdivision, in accordance with City policy. The irrigation system, landscape plan, and plant materials are subject to approval of the Department of Public Works. The construction materials, color, and design of the decorative (slump stone, split-face, and brick pilasters) masonry wall abutting the landscape maintenance district are subject to approval of the Planning Director. The irrigation and plant materials shall be installed and completed to the satisfaction of the Public Works Director prior to occupancy of any residence within the development. In addition, add a one to two-course high block wall along the back of the sidewalk to protect landscaping, irrigation, and to prevent runoff.
77. Per the direction of the Planning Director, prior to occupancy, the applicant will provide a masonry wall along the interior and rear lot lines.

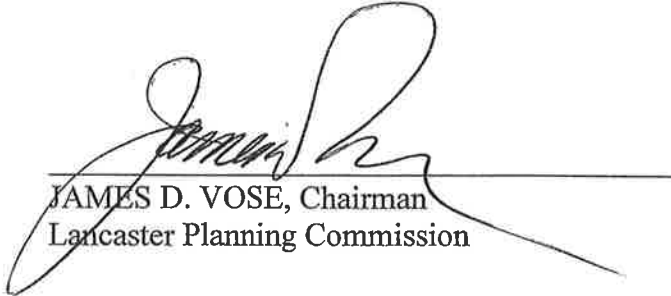
PASSED, APPROVED and ADOPTED this 17th day of May, 2010, by the following vote:

AYES: **Commissioners Haycock, Jacobs and Malhi, Vice Chair Smith, and
Chairman Vose.**

NOES: **None.**

ABSTAIN: **None.**

ABSENT: **Commissioners Burkey and Harvey.**



JAMES D. VOSE, Chairman
Lancaster Planning Commission

ATTEST:



BRIAN S. LUDICKE, Planning Director
City of Lancaster

Mit. / Cond. No.	Mitigation Measure/ Conditions of Approval	Monitoring Milestone (Frequency)	Method of Verification	Party Responsible for Monitoring	VERIFICATION OF COMPLIANCE		
					Initials	Date	Remarks
AIR QUALITY							
MM 4.3-1	<p>Prior to issuance of building permits, the City of Lancaster Chief Building Official and/or their designated official shall verify that the following note is specified on all building plans. The requirement shall be specified in bid documents issued to prospective construction contractors and contractors shall be required to comply with the note and maintain written records of such compliance that can be inspected upon request.</p> <p>a) Only "Zero-Volatile Organic Compounds" paints (no more than 100 gram/liter of VOC) and/or High Pressure Low volume (HPLV) applications consistent with Antelope Valley Air Quality Management District (AVAQMD) Rule 1113 shall be used during Project construction.</p>	Prior to issuance of building permits.	Prior to issuance of building permits, the building plans shall include the note outlined in the mitigation measure.	Development Services Department (Planning and Engineering).			
BIOLOGICAL RESOURCES							
MM 4.4-1	<p>Prior to the issuance of a grading permit, the Development Services Director or his/her designee shall ensure that the Grading Plan includes a condition of approval requiring a qualified biologist to conduct a pre-construction presence/absence survey for burrowing owl within 14 days prior to site disturbance, with a second visit occurring within 24 hours of ground disturbance. If burrowing owls are not detected, grading may proceed without limitation. If burrowing owls are detected on the site, the owls shall be passively excluded from the site following professionally-accepted protocols, such as collapsing burrows and the use of one-way doors. If proximate habitat is not available in the opinion of a qualified biologist for successful passive relocation of the</p>	Prior to final approval of a grading/construction plan, issuance of a stockpile or construction permit, or any ground disturbing activities.	Prior to any rolling, vegetation removal, grubbing, grading, stockpiling, or construction activities, a copy of the report from a biologist with the results of the burrowing owl survey shall be submitted to the City.	Development Services Department (Planning)			

Mit. / Cond. No.	Mitigation Measure/ Conditions of Approval	Monitoring Milestone (Frequency)	Method of Verification	Party Responsible for Monitoring	VERIFICATION OF COMPLIANCE		
					Initials	Date	Remarks
	species, active relocation shall occur in coordination with the City of Lancaster outside of the nesting season to avoid the potential incidental take of active nests, unless the biologist demonstrates to the City of Lancaster that the proposed exclusion of owls would not result in the take of an active nest.						
MM 4.4-2	Prior to the issuance of a grading permit, the Development Services Director or his/her designee shall ensure that the Grading Plan includes a condition of approval requiring all vegetation removal associated with the Project to occur outside of the migratory bird nesting season (February 1 to August 31). If avoidance of the nesting season is not feasible, then a qualified biologist shall conduct nesting bird surveys of the property no more than three days prior to the removal of any vegetation or structures with the potential to support nesting birds. If vegetation is not removed within three days of a nesting bird survey, then the surveys shall be repeated. If active nests are identified, then the biologist shall establish an adequate buffer depending on the species and the location of the nest (up to 200 feet for non-raptors and 500 feet for raptors), which shall be avoided until the nests are no longer active as determined by the biologist.	Prior to final approval of a grading/construction plan, issuance of a stockpile or construction permit, or any ground disturbing activities.	Prior to any rolling, vegetation removal, grubbing, grading, stockpiling, or construction activities, if vegetation removal would not occur outside the migratory bird nesting season because avoidance of the nesting season is not feasible then a copy of the report from a biologist with the results of the nesting bird survey shall be submitted to the City.	Development Services Department (Planning)			
NOISE							
MM 4.11-1	Prior to issuance of any grading and building permits, the City of Lancaster shall review grading and building plans to ensure the following notes are included on the plans. Project contractors shall be required to comply with these notes and maintain	Prior to final approval of a grading/construction plan, issuance of a stockpile or construction permit, or	Prior to any rolling, vegetation removal, grubbing, grading, stockpiling, or	Development Services Department (Planning and Building and Safety)			

Mit. / Cond. No.	Mitigation Measure/ Conditions of Approval	Monitoring Milestone (Frequency)	Method of Verification	Party Responsible for Monitoring	VERIFICATION OF COMPLIANCE		
					Initials	Date	Remarks
	<p>written records of such compliance that can be inspected by the City of Lancaster upon request.</p> <p>a) All construction activities and haul truck deliveries shall adhere to Chapter 8.24.040 of the City of Lancaster Municipal Code, which prohibits construction activities that make loud noise from occurring 8:00 p.m. and 7:00 a.m. and on Sundays within five hundred (500) feet of an occupied dwelling, apartment, hotel, mobile home or other place of residence.</p> <p>b) All construction equipment, fixed or mobile, shall be equipped with properly operating and maintained mufflers, consistent with manufacturer's standards. The construction contractors shall place all stationary equipment so that emitted noise is directed away from the noise sensitive receivers nearest the Project site.</p> <p>c) Construction equipment staging areas shall be located such that a minimum distance of 100 feet is maintained between construction-related noise sources and noise-sensitive receivers.</p> <p>d) The construction contractor shall design a haul route exhibit that includes delivery routes that minimize the exposure of sensitive land uses or residential dwellings to delivery truck-related noise.</p>	any ground disturbing activities.	construction activities, a noise barrier construction plan shall be submitted to the City.				
MM 4.11-2	Minimum 6-foot high noise barriers for outdoor living areas (rear yards) shall be constructed for residential lots located adjacent to Avenue K, 70th Street West, 65th Street West, and Avenue K. The noise barriers shall be constructed so that the top of each wall extends to the recommended height above the pad	Prior to final approval of a grading/construction plan, issuance of a stockpile or construction permit, or any ground disturbing activities.	Prior to any rolling, vegetation removal, grubbing, grading, stockpiling, or construction activities, a noise	Development Services Department (Planning and Building and Safety)			

Mit. / Cond. No.	Mitigation Measure/ Conditions of Approval	Monitoring Milestone (Frequency)	Method of Verification	Party Responsible for Monitoring	VERIFICATION OF COMPLIANCE		
					Initials	Date	Remarks
	elevation of the lot it is shielding. When the road is elevated above the pad elevation, the barrier shall extend to the recommended height above the highest point between the residential home and the road. The barriers shall provide a weight of at least 4 pounds per square foot of face area with no decorative cutouts or line-of-sight openings between shielded area and the roadways. The barriers shall present a solid face from top to bottom. Unnecessary openings or decorative cutouts shall not be made and all gaps (except for weep holes) shall be filled with grout or caulking. The noise barriers shall be constructed of a) masonry block; b) stucco veneer over wood framing (or foam core) or 1-inch thick tongue and groove wood of sufficient weight per square foot; c) glass (1/4-inch thick), or other transparent material with sufficient weight per square foot; d) earthen berm; or e) any combination of these construction materials.		barrier construction plan shall be submitted to the City.				
MM 4.11-3	<p>Homes located on the following lots shall be required to implement the conditions specified below.</p> <ul style="list-style-type: none"> lots 14 to 33, 407 to 424, and 485 to 501 adjacent to Avenue K; lots 34, 35, 49, 50, 65, 66, 81, 82, 171 to 191 adjacent to 70th Street West; lots 471 to 484, 682 to 693 adjacent to 65th Street West; lots 192, 206 to 216, 298 to 304, 640, 641, 652, 653, 664, 665, 671 to 681 adjacent to Avenue K-8. <p>a) <u>Windows</u>: All windows and sliding glass doors shall be well fitted, well weather-stripped assemblies and shall have a minimum sound transmission class (STC) rating of 27.</p>	Prior to final approval of a grading/construction plan, issuance of a stockpile or construction permit, or any ground disturbing activities.	Prior to any rolling, vegetation removal, grubbing, grading, stockpiling, or construction activities, a construction plan demonstrating compliance with noise mitigation measure shall be submitted to the City.	Development Services Department (Building and Safety)			

Mit. / Cond. No.	Mitigation Measure/ Conditions of Approval	Monitoring Milestone (Frequency)	Method of Verification	Party Responsible for Monitoring	VERIFICATION OF COMPLIANCE		
					Initials	Date	Remarks
	<p>b) <u>Doors</u>: All exterior doors shall be well weather-stripped solid core assemblies at least one and three-fourths-inch thick.</p> <p>c) <u>Roof</u>: Roof sheathing of wood construction shall be well fitted or caulked plywood of at least one-half inch thick. Ceilings shall be well fitted, well-sealed gypsum board of at least one-half inch thick.</p> <p>d) <u>Attic</u>: Attic vents should be oriented away from Avenue K, 70th Street West, 65th Street West, and Avenue K-8. If such an orientation cannot be avoided, then an acoustical baffle shall be placed in the attic space behind the vents. Insulation with at least a rating of R-19 shall be used in the attic space.</p> <p>e) <u>Ventilation</u>: A means of mechanical ventilation is required. When any habitable room is in use, arrangements shall be such that circulated air is received when any exterior door(s) or window(s) are closed. A forced air circulation system (e.g. air conditioning) or active ventilation system (e.g. fresh air supply) shall be provided which satisfies the requirements of the Uniform Mechanical Code.</p>						
TRANSPORTATION AND TRAFFIC							
MM 4.15-1	Prior to the issuance of grading permits, the Project Applicant shall prepare and the City of Lancaster shall approve a temporary traffic control plan to be implemented during the Project's construction. The temporary traffic control plan shall comply with the applicable requirements of the California Manual on Uniform Traffic Control Devices. A requirement to comply with the temporary traffic control plan shall be noted on all grading and building plans and also shall	Prior to final approval of a grading/construction plan, issuance of a stockpile or construction permit, or any ground disturbing activities.	Prior to any rolling, vegetation removal, grubbing, grading, stockpiling, or construction activities, a temporary traffic control plan shall be submitted to the City along with a note on	Development Services Department (Traffic)			

Mit. / Cond. No.	Mitigation Measure/ Conditions of Approval	Monitoring Milestone (Frequency)	Method of Verification	Party Responsible for Monitoring	VERIFICATION OF COMPLIANCE		
					Initials	Date	Remarks
	be specified in bid documents issued to prospective construction contractors.		all grading and building plans to comply with the temporary traffic control plan.				
MM 4.15-2	Prior to the issuance of the first certificate of occupancy for the Project, the City of Lancaster Engineering Department shall verify that a striped median for 2-stage gap clearance has been added at the 55th Street West / West Avenue L intersection. If this improvement has not been installed, the Project Applicant shall make the improvements. The improvement may be eligible for fee credits or reimbursements through City Ordinance No. 339 and Resolution No. 02-171 which establishes impact fees relating to the installation and upgrade of traffic signals (to be determined at the City's discretion).	Prior to first issuance of the first certificate of occupancy.	Field Inspection	Development Services Department (Engineering)			
MM 4.15-3	Prior to the issuance of the first certificate of occupancy for the Project, the City of Lancaster Engineering Department shall verify that a single lane roundabout has been added to the 50th Street West / West Avenue K intersection. If the intersection improvement has not been installed, the Project Applicant shall install the roundabout. The Project Applicant may be eligible for a fee credit or reimbursement through City Ordinance No. 507 and Resolution No. 89-193, which establishes traffic impact fees (to be determined at the City's discretion).	Prior to first issuance of the first certificate of occupancy.	Field Inspection	Development Services Department (Engineering)			

Mit. / Cond. No.	Mitigation Measure/ Conditions of Approval	Monitoring Milestone (Frequency)	Method of Verification	Party Responsible for Monitoring	VERIFICATION OF COMPLIANCE		
					Initials	Date	Remarks
MM 4.15-4	The Project shall comply with the mandatory requirements of the City of Lancaster Ordinance No. 507 and Resolution No. 89-193, which establishes traffic impact fees. The purpose of the traffic impact fee is to collect funds to provide for street construction, including roadway purchase when necessary, utility relocation and installation, and other necessary items to complete the roadway construction through the City as determined by the Department of Public Works. Improvements constructed by Project may be eligible for a fee credit or reimbursement through the program (to be determined at the City's discretion).	Prior to final approval of a grading/construction plan, issuance of a stockpile or construction permit, or any ground disturbing activities.	Prior to any rolling, vegetation removal, grubbing, grading, stockpiling, or construction activities, necessary receipts shall be submitted to the City demonstrating payment of traffic impact fees.	Development Services Department (Engineering)			
MM 4.15-5	The Project shall comply with the mandatory requirements of the City of Lancaster Ordinance No. 339 and Resolution No. 02-171 which establishes impact fees relating to the installation and upgrade of traffic signals. The traffic signal fee is intended to provide new traffic signals and/or modify existing traffic signals throughout the City as determined by the Department of Building and Engineering Services. Signals installed by the Project may be eligible for a fee credit or reimbursement through the program (to be determined at the City's discretion).	Prior to final approval of a grading/construction plan, issuance of a stockpile or construction permit, or any ground disturbing activities.	Prior to any rolling, vegetation removal, grubbing, grading, stockpiling, or construction activities, necessary receipts shall be submitted to the City demonstrating payment of traffic signal impact fees.	Development Services Department (Engineering)			
MM 4.15-6	The Project shall comply with the mandatory requirements of the City of Lancaster Ordinance No. 850 and Resolution No. 06-163 and 08-99, which establishes traffic impact fees for Los Angeles County, which are required for projects within the City of Lancaster. The Los Angeles County traffic impact fee is intended to mitigate the adversely impacted existing local street/road system adjacent to the City boundaries within the County of Los Angeles.	Prior to final approval of a grading/construction plan, issuance of a stockpile or construction permit, or any ground disturbing activities.	Prior to any rolling, vegetation removal, grubbing, grading, stockpiling, or construction activities, necessary receipts shall be submitted to the City demonstrating payment of traffic impact fees.	Development Services Department (Engineering)			

Mit. / Cond. No.	Mitigation Measure/ Conditions of Approval	Monitoring Milestone (Frequency)	Method of Verification	Party Responsible for Monitoring	VERIFICATION OF COMPLIANCE		
					Initials	Date	Remarks
MM 4.15-7	In the event that any of the intersection improvements identified in the Project's Traffic Impact Analysis Report prepared by Urban Crossroads dated September 26, 2016 are not covered by one of the fee programs identified in MM 4.15-4, MM 4.15-5, or MM 4.15-6, the Project Applicant shall make a fair-share fee payment to the City of Lancaster prior to issuance of a certificate of occupancy, based on the Project's percentage of traffic that would utilize the intersection in 2020, as identified in Table 1-5 and Table 1-7 of the same report. Payments shall be based on nexus requirements contained in the Mitigation Fee Act (Govt. Code § 66000 et seq.) and 14 Cal. Code of Regs. § 15126.4(a)(4) and any other applicable provisions of law. Fair share funds shall only be collected by the City for those improvements that are not included in established fee programs identified in MM 4.15-4, MM 4.15-5, or MM 4.15-6. The City of Lancaster shall determine, at its discretion, which intersections/ facilities are covered by the fee programs identified in MM 4.15-4, MM 4.15-4, and MM 4.15-5.	Prior to first issuance of the first certificate of occupancy.	Prior to first issuance of the first certificate of occupancy, necessary receipts shall be submitted to the City demonstrating payment of fair-share fees.	Development Services Department (Engineering)			

STAFF REPORT
City of Lancaster

NB 1
08/08/17
MVB

Date: August 8, 2017

To: Mayor Parris and City Council Members

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

Subject: **Amendment to Sections 2.04.030 and 2.04.080 of the Lancaster Municipal Code relating to City Council compensation and the position of Deputy Mayor**

Recommendations:

- a. Introduce **Ordinance No. 1031**, (the “Ordinance”), amending section 2.04.030 of the Lancaster Municipal Code relating to City Council compensation.
- b. Introduce **Ordinance No. 1032**, (the “Ordinance”), amending section 2.04.080 of the Lancaster Municipal Code relating to the position of Deputy Mayor.

Fiscal Impact:

If adopted, these Ordinances would make the Mayor and each City Council member eligible for a maximum of \$5,000 per fiscal year in continuing education and/or tuition reimbursements and would provide the Deputy Mayor shall be paid a monthly honorarium of \$75.00 and eligibility for individual health insurance through the City’s group health insurance plan.

Background:

Section 203 of the City Charter provides that “[c]ompensation for the Mayor and each City Council Member may be set, and from time to time may be changed by ordinance, which ordinance shall be adopted by a four-fifths vote of the Mayor and City Council.” Section 2.04.030 of the Lancaster Municipal Code currently provides that, consistent with Government Code Section 36516, the city council salary is established at six hundred dollars (\$600.00) per month and in accordance with provisions of Government Code Section 36516.1, the salary of the mayor is established at six hundred dollars (\$600.00) per month inclusive of the amount received as member of the city council.

Ordinance No. 1031 amends section 2.04.030 of the Lancaster Municipal Code to do the following: (1) make the Mayor and City Council Members eligible to participate in any continuing education and/or tuition reimbursement program the City offers to City employees, except that the mayor and each city council member shall be eligible for a maximum of \$5,000 per fiscal year in reimbursements; and (2) specify that any amount reimbursed to or for the benefit of the Mayor or a City Council Member pursuant to the City’s tuition reimbursement program shall be considered compensation as authorized by section 203 of the City’s Charter.

On June 10, 2010, the City Council adopted Ordinance No. 944, which added Section 2.04.080 to the Lancaster Municipal Code (“LMC”) and established the position of Deputy Mayor to assist the Mayor in carrying out the Mayor’s public ceremonial functions. Section 2.04.080 of the LMC, as added by Ordinance No. 944, provides that the Deputy Mayor’s compensation shall be set and may from time to time be changed by ordinance, but may not exceed the amount determined in accordance with the general laws for council members.

Ordinance No. 1032 amends Section 2.04.080 of the LMC to provide that the Deputy Mayor shall receive the following: (1) a monthly honorarium in the amount of \$75.00; (2) eligibility for individual health insurance through the City’s group health insurance plan.

Attachments:

Ordinance No. 1031

Ordinance No. 1032

ORDINANCE NO. 1031

AN ORDINANCE OF THE CITY OF LANCASTER,
CALIFORNIA, AMENDING SECTION 2.04.030 OF THE
LANCASTER MUNICIPAL CODE RELATING TO CITY
COUNCIL COMPENSATION

WHEREAS, section 203 of the City Charter provides that “[c]ompensation for the Mayor and each City Council Member may be set, and from time to time may be changed by ordinance, which ordinance shall be adopted by a four-fifths vote of the Mayor and City Council”; and

WHEREAS, section 2.04.030 of the Lancaster Municipal Code currently provides that, consistent with Government Code Section 36516, the city council salary is established at six hundred dollars (\$600.00) per month and in accordance with provisions of Government Code Section 36516.1, the salary of the mayor is established at six hundred dollars (\$600.00) per month inclusive of the amount received as member of the city council; and

WHEREAS, the City Council desires to amend section 2.04.030 of the Lancaster Municipal Code to do the following: (1) make the Mayor and City Council Members eligible to participate in any continuing education and/or tuition reimbursement program the City offers to City employees; and (2) specify that any amount reimbursed to or for the benefit of the Mayor or a City Council Member pursuant to the City’s tuition reimbursement program shall be considered compensation as authorized by section 203 of the City’s Charter.

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

Section 1. Section 2.04.030 of the Lancaster Municipal Code is hereby amended in its entirety to read as follows:

“2.04.030 - City council salaries.

According to the provisions of Government Code Section 36516, the city council salary is established at six hundred dollars (\$600.00) per month and in accordance with provisions of Government Code Section 36516.1, the salary of the mayor is established at six hundred dollars (\$600.00) per month inclusive of the amount received as member of the city council.

The mayor and each city council member shall be eligible to participate in any continuing education and/or tuition reimbursement program the city offers to city employees in the same manner and pursuant to the same rules as city employees, except that the mayor and each city council member shall be eligible for a maximum of \$5,000 per fiscal year in reimbursements. Any amount reimbursed to or for the benefit of the mayor or a city council member pursuant to the city’s tuition reimbursement program shall be in addition to the salary provided in the preceding paragraph and shall be considered compensation as authorized by section 203 of the city’s charter.”

Section 2. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is held for any reason to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of Lancaster hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases or portions be declared invalid or unconstitutional.

Section 3. The Mayor shall sign and the City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published and posted pursuant to the provisions of law in that regard and this Ordinance shall take effect 30 days after adoption.

I, Britt Avrit, MMC, City Clerk of the City of Lancaster, do hereby certify that the foregoing ordinance was regularly introduced and placed upon its first reading on the 8th day of August, 2017, and placed upon its second reading and adoption at a regular meeting of the City Council on the ____ day of _____, 2017, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

APPROVED:

BRITT AVRIT, MMC
City Clerk
City of Lancaster

R. REX PARRIS
Mayor
City of Lancaster

ORDINANCE NO. 1032

AN ORDINANCE OF THE CITY OF LANCASTER,
CALIFORNIA, AMENDING SECTION 2.04.080 OF THE
LANCASTER MUNICIPAL CODE RELATING TO THE
POSITION OF DEPUTY MAYOR

WHEREAS, on June 10, 2010, the City Council adopted Ordinance No. 944, which added Section 2.04.080 to the Lancaster Municipal Code ("LMC") and established the position of Deputy Mayor to assist the Mayor in carrying out the Mayor's public ceremonial functions; and

WHEREAS, Section 2.04.080 of the LMC, as added by Ordinance No. 944, provides that the Deputy Mayor's compensation shall be set and may from time to time be changed by ordinance, but may not exceed the amount determined in accordance with the general laws for council members; and

WHEREAS, the City Council desires to amend Section 2.04.080 of the LMC to provide that the Deputy Mayor shall receive the following: (1) a monthly honorarium in the amount of \$75.00, and (2) eligibility for individual health insurance through the City's group health insurance plan.

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

Section 1. Section 2.04.030 of the Lancaster Municipal Code is hereby amended in its entirety to read as follows:

"2.04.080. - Deputy mayor.

The mayor, with the concurrence of the city council, may appoint a deputy mayor to assist the mayor in carrying out the mayor's public ceremonial functions and to attend, on behalf of the mayor, meetings of private, public and civic organizations and other entities. The deputy mayor shall not have any authority to take any official actions on behalf of the mayor or city council without specific written authorization from the mayor and/or council. The deputy mayor shall be paid a monthly honorarium of \$75.00 and eligibility for individual health insurance through the City's group health insurance plan. The deputy mayor shall not in any way supersede the authority of any council member present at a meeting of a civic organization or other entity. Any council member present at a meeting of a civic organization or other entity shall be the official representative of the city in the absence of the mayor or vice mayor."

Section 2. Any ordinance previously adopted by the City Council of the City of Lancaster shall be and hereby is repealed if and to the extent inconsistent with this Ordinance; provided, however, that each such ordinance shall otherwise remain in full force and effect.

Section 3. If the City is unable to insure the Deputy Mayor on the City's group health insurance plan because the Deputy Mayor position is not eligible for coverage under such plan, the City may reimburse the Deputy Mayor the cost of individual health coverage; provided, however, that the amount of such reimbursement shall not exceed the monthly premium paid for a city council member's health insurance under the City's group health insurance plan.

Section 4. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is held for any reason to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of Lancaster hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases or portions be declared invalid or unconstitutional.

Section 5. The Mayor shall sign and the City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published and posted pursuant to the provisions of law in that regard and this Ordinance shall take effect 30 days after adoption.

I, Britt Avrit, MMC, City Clerk of the City of Lancaster, do hereby certify that the foregoing ordinance was regularly introduced and placed upon its first reading on the 8th day of August, 2017, and placed upon its second reading and adoption at a regular meeting of the City Council on the ____ day of _____, 2017, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

APPROVED:

BRITT AVRIT, MMC
City Clerk
City of Lancaster

R. REX PARRIS
Mayor
City of Lancaster

