



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

Tuesday

September 11, 2018

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, September 7, 2018
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

Housing Authority

Deputy Mayor/Chair Kitty Kit Yee Szeto

Vice Chair Marvin Crist

Deputy Mayor/Authority Member Cassandra Harvey

Authority Member Raj Malhi

Authority Member Ken Mann

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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

ROLL CALL

Housing Authority Members: Harvey, Malhi, Mann; Vice Chair Crist; Chair Szeto

INVOCATION

PLEDGE OF ALLEGIANCE

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HOUSING AUTHORITY ACTIONS

HA CC 1. Approve the Loan Agreement between the Lancaster Housing Authority and When Life Hands You More Lemons, LP, a California Limited Partnership for the construction of the proposed Kensington II Multifamily Residential Project located at the proposed 32nd Street West and Avenue I.

The Lancaster Housing Authority, in partnership with When Life Hands You More Lemons, is intending to address the objectives of reducing homelessness and providing affordable housing in the City of Lancaster. In exchange for receiving a loan from the Lancaster Housing Authority, When Life Hands You More Lemons, LP, has agreed to enter into a Declaration of Conditions, Covenants and Restrictions and a Regulatory Agreement to restrict the rental and occupancy of fifty (50) of the fifty-one (51) units which will assist the Authority to meet its inclusionary housing requirements.

COUNCIL ACTIONS

MINUTES

M 1. Approve the City Council/Successor Agency/Financing/ Power/ California Choice Energy Authority Regular Meeting Minutes of August 14, 2018.

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 29, 2018, through August 25, 2018 in the amount of \$27,852,132.03.

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

CC 3. Accept and approve the July 2018, Monthly Report of Investments as submitted.

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

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CC 4. Public Works Construction Project No. 16-003, Antelope Valley Senior Center Renovation Project, Build Phase

- a. Approve Change Order No.s' 1 and 2, and increase the total amount of the contract with Sawyer Construction & Associates of Mojave, California, for Public Works Construction Project No. 16-003, Antelope Valley Senior Center Renovation Project, Build Phase, by \$51,452.04, for a total revised contract amount of \$1,262,823.73.
- b. Accept the work constructed by Sawyer Construction & Associates for Public Works Construction Project No. 16-003, Antelope Valley Senior Center Renovation Project, Build Phase, and direct the City Clerk to file the Notice of Completion for the project. Retention on this project has been disbursed in accordance with California Public Contract Code.

On September 13, 2016, Council approved and authorized the City Manager to enter into a License Agreement and Memorandum of Understanding (MOU) with the County of Los Angeles to oversee and manage the expansion and upgrade of the Los Angeles County Antelope Valley Senior Center (Senior Center). Construction of the project has been completed to the satisfaction of the Development Services Director. The project was completed on July 06, 2018, which was within the time permitted in the contract. The construction quantities and the amount of payment have been approved by the Contractor and the Development Services Director.

CC 5. Reject all bids for Public Works Construction Project No. 17-006 – Lancaster Boulevard and 15th Street West Roundabout, HSIPL-5419(043). All bids significantly exceeded the project budget and included bid schedule anomalies resulting in technical response irregularities. Project will be reviewed, re-scoped, and re-solicited in the Fall of 2018.

This project includes the construction of a single lane roundabout at the intersection of Lancaster Boulevard and 15th Street West, to include improvement of pavement, concrete, storm drain, street lights, landscaping and irrigation. In addition to the roundabout, road diet improvements (restriping) will be installed on 15th Street West from Jenner Street to Avenue J, and curb extensions (“bulb-outs”) will be constructed on 15th Street West at Norberry Street.

CC 6. Reject all bids for Public Works Construction Project No. 17-007 – Lancaster Boulevard and 15th Street East Roundabout HSIPL-5419(047). All bids exceeded the project budget and included bid schedule anomalies resulting in technical response irregularities. Project will be reviewed, re-scoped, and re-solicited in the Fall of 2018.

This project includes the construction of a single lane roundabout at the intersection of Lancaster Boulevard, and 15th Street East, to include improvement of pavement, concrete, storm drain, street lights, landscaping and irrigation. In addition to the roundabout, road diet improvements (restriping) will be installed on 15th Street East from Kettering Street to Avenue J, and on Lancaster Boulevard from Challenger Way to 20th Street East. Curb extensions (“bulb-outs”) will be constructed on Lancaster Boulevard at 17th Street East.

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PUBLIC HEARING

PH 1. Environmental Impact Report No. 16-01, General Plan Amendment No. 16-01, Zone Change No. 16-01, Specific Plan No. 15-02, Tentative Tract Map No. 74312, Development Agreement No. 18-01 (Avanti West Subarea: ±73 acres bounded by Avenue K-4, Avenue K-8, 70th Street West and 75th Street West; Avanti South Subarea: ±234 acres bounded by Avenue L, Avenue K-8, 62nd Street West, and 70th Street West)

Recommendations:

a. Adopt **Resolution No. 18-47**, certifying Environmental Impact Report No. 16-01 (SCH #2016071067) and adopting the findings and statement of overriding considerations; approving General Plan Amendment No. 16-01 to amend the General Plan land use designation on portions of the subject property from NU (Non-Urban Residential) and UR (Urban Residential) with a Specific Plan (SP) overlay to UR with an SP Overlay and Mixed-Use (MU) with an SP Overlay; approving Specific Plan No. 15-02; approving Tentative Tract Map No. 74312 to subdivide the subject property into 44 lots for financial and conveyance purposes; and approving Development Agreement No. 18-01 to establish specific development rights.

b. Introduce **Ordinance No. 1047**, amending the City zoning plan for 73 acres bounded by Avenue K-4, Avenue K-8, 70th Street West and 75th Street West (Assessor's Parcel Numbers 3204-001-184 and 3204-001-195) and 12.8 acres of a 234-acre site bounded by Avenue L, Avenue K-8, 62nd Street West, and 70th Street West (Assessor's Parcel Numbers 3204-008-045 and 3204-008-047), known as Zone Change No. 16-01.

The applicant, Royal Investors Group, LLC, submitted applications for a General Plan Amendment (GPA), Zone Change (ZC), Specific Plan (SP), Tentative Tract Map (TTM) and Development Agreement (DA) for a master planned development. At full build-out, the proposed project would consist of a total of 1,700 residential dwelling units (including 175 age-targeted units, 256 active adult units and 325 multi-family units), 213,600 square feet of commercial uses, 31.5-acres parks/open space, a 12.8-acre school site, 1.3-acre fire station site, and 38.4 acres of internal streets. These uses would be located on 307.7 acres divided into two subareas: 1) Avanti West: approximately 73 acres bounded by Avenue K-4, Avenue K-8, 70th Street West, and 75th Street West, and 2) Avanti South: approximately 234 acres bounded by Avenue L, Avenue K-8, 62nd Street West, and 70th Street West.

NEW BUSINESS

NB 1. Economic Development Update

Recommendation:

Receive Economic Development Update

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NB 2. Ring Doorbell and Camera Rebate Program

Recommendations:

- a. Approve a professional services agreement with Ring Inc. (Ring) for the Ring Doorbell and Camera Rebate Program (Rebate Program).
- b. Approve the use of \$50,000 in City funds from account 101-4200-301 to subsidize the program for 1,000 Lancaster households.
- c. Approve a one-week initial program launch to include neighborhoods within the boundaries of Avenue H to Avenue K and 20th Street West to 30th Street East.

City Council directed staff to work with Ring to determine how Ring products could supplement existing efforts to discourage residential burglary in the City. Ring offers a variety of products which are all designed to prevent home burglaries and their most popular product is the wireless video doorbell 2. The ring doorbell connects to Wi-Fi, and when the doorbell is rung and/or motion sensors are activated, residents are able to see, hear and speak to their visitors or anyone who is at their front door through their smart phone or tablet. Users create an account through the Ring app which allows them to share video footage with their neighbors and law enforcement.

NB 3. Amendment to Title 8 of the Lancaster Municipal Code Relating to Shopping Cart Containment, Retrieval and Abatement

Recommendation:

Introduce **Ordinance No. 1048**, amending Title 8 of the Lancaster Municipal Code by adding Chapter 8.62, relating to shopping cart containment, retrieval and abatement.

The City Council directed staff and the Planning Commission to review and propose amendments to the Lancaster Municipal Code (LMC) that would address the issues around shopping cart containment, retrieval and abatement. Shopping carts serve as a convenience to customers while shopping for merchandise. However, carts are being used to transport merchandise to off-site destinations, thereby resulting in abandoned carts throughout the city. This issue has become a nuisance and has created blight and deterioration, all of which are concerning in the City. The proposed ordinance incorporates the provisions of the California Business & Professions Code related to shopping carts, including the prohibitions on unauthorized removal or possession of a cart off of the retailer's premises, as well as the provisions that establish the procedures for impounding a cart that is discovered off premises, notifying the cart owner of such discovery, and recovering the City's costs of impounding and storing an off-premises cart. Additionally, the proposed ordinance establishes standards outside of the scope of the state law, including requirements for cart identification and store premises signage. It further requires new shopping cart owners to submit to the City a cart containment and retrieval plan.

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NB 4. Revised Professional Consulting Services Agreement with Frontier Energy

Recommendation:

Approve revised Professional Consulting Services Agreement with Frontier Energy amending the scope of work to include Energy Advisor program support.

On May 9, 2017, Council approved Lancaster’s Energy Efficiency Program Plan for submittal to the California Public Utilities Commission (CPUC) requesting funding for administration of the programs.

On April 26, 2018, the California Public Utilities Commission Energy Division approved Resolution E-4917 certifying Lancaster Choice Energy’s request in Advice Letter 5-E and Supplemental 5-E-A to Elect to Administer an Energy Efficiency Program Plan. Staff has requested a revised scope of work to include services to support the Energy Advisor program.

NB 5. Introduce Ordinance No. 1049, repealing chapter 9.44 of the Lancaster Municipal Code relating to regulation of registered sex offenders

Recommendation:

Introduce **Ordinance No. 1049**, repealing chapter 9.44 of the Lancaster Municipal Code (“Chapter 9.44”) relating to regulation of registered sex offenders.

Chapter 9.44 was originally adopted in 2012 and contained four distinct restrictions applicable to registered sex offenders. On December 18, 2012, litigation known as *John Doe, et al. v. City of Lancaster*, Case No. CV-12-10808 SJO (RZx) was filed against the City of Lancaster (“City”) in the United States District Court for the Central District of California challenging the constitutionality of Chapter 9.44. The City settled that action in March of 2013. As part of the settlement, the City agreed to amend Chapter 9.44. On March 26, 2013, the City adopted Ordinance No. 988, which ordinance amended Chapter 9.44. Subsequent to the litigation known as *John Doe, et al. v. City of Lancaster* and the City’s adoption of Ordinance No. 988 amending Chapter 9.44, the California Courts of Appeal announced decisions in certain cases (*People v. Nguyen* (2014) 222 Cal.App.4th 1168 and *People v. Godinez* (2014) Cal. App. Unpub. LEXIS 99188), that found local laws applicable to registered sex offenders are preempted by state law. Based on the decisions of the California Courts of Appeal, Chapter 9.44 is likely preempted by state law and, therefore unconstitutional. On August 22, 2018, the City Attorney’s office received a letter from the Law Office of Janice M. Bellucci asserting that Chapter 9.44 is unconstitutional for the reasons stated above. The letter threatened to initiate litigation against the City if Chapter 9.44 is not repealed by September 28, 2018.

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COUNCIL AGENDA

- CA 1.** Nomination and appointment of Drew Mercy to the Criminal Justice Commission
Presenter: Mayor Parris

- CA 2.** Nomination and appointment of Rutger Parris to the Lancaster Planning Commission.
Presenter: Mayor Parris

- CA 3.** Approve a reward of \$10,000 for information leading to the apprehension and conviction of the person or persons responsible for the fatal hit and run of 21-year-old Rodney Tyrone Richard, who was struck by a truck in the eastbound lane of Lancaster Boulevard on August 4, 2018 at approximately 2:00 a.m.
Presenter: Mayor Parris

COUNCIL REPORTS

- CR 1.** Report on the Activities of the Board of Directors for District No. 14 of the County Sanitation Districts of Los Angeles County
Presenter: Vice Mayor Crist

- CR 2.** Council Reports

CALIFORNIA CHOICE ENERGY AUTHORITY

No action required at this time.

LANCASTER FINANCING AUTHORITY

No action required at this time.

LANCASTER POWER AUTHORITY

No action required at this time.

LANCASTER SUCCESSOR AGENCY

No action required at this time.

CITY MANAGER / EXECUTIVE DIRECTOR ANNOUNCEMENTS

CITY CLERK /AGENCY/AUTHORITY SECRETARY ANNOUNCEMENT

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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. Adams v. Thomas, LASC Case No MC027683
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. Smith v. Lancaster, LASC Case No. MC 027485
11. Adams v. Thomas, LASC MC 027683
12. Parker v. Lancaster, LASC MC 027827
13. Antelope Valley Groundwater Cases
Included Actions:
Los Angeles County Waterworks District No. 40 v. Diamond Farming Co.
Superior Court of California, County of Los Angeles, Case No. BC325201;
Los Angeles County Waterworks District No. 40 v. Diamond Farming Co.
Superior Court of California, County of Kern, Case No. S-1500-CV-254-348
Wm. Bolthouse Farms, Inc. v. City of Lancaster, Diamond Farming Co. v. City of Lancaster,
Diamond Farming Co. v. Palmdale Water District
Superior Court of California County of Riverside, consolidated actions;
Case Nos. RIC 353 840, RIC 344 436, RIC 344 668

ADJOURNMENT

Next Regular Meeting:

Tuesday, September 25, 2018 - 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.

STAFF REPORT
Lancaster Housing Authority

HA CC 1
09/11/18
MVB

Date: September 11, 2018

To: Chair Szeto and Authority Members

From: Elizabeth Brubaker, Director of Housing & Neighborhood Revitalization

Subject: **Loan Agreement between the Lancaster Housing Authority and When Life Hands You More Lemons, LP, a California Limited Partnership**

Recommendation:

Approve the Loan Agreement between the Lancaster Housing Authority and When Life Hands You More Lemons, LP, a California Limited Partnership for the construction of the proposed Kensington II Multifamily Residential Project located at the proposed 32nd Street West and Avenue I.

Fiscal Impact:

The Lancaster Housing Authority will loan the developer \$472,379.00 (the “Loan”) from the Lancaster Housing Authority Budget Fund account 306-4542-301 in return for Affordability Conditions, Covenants, and Restrictions reducing the City’s inclusionary housing deficit, meeting the “Goals, Objectives, Policies and Action Programs” of the City of Lancaster General Plan Housing Element, and complying with State Housing Law by meeting the housing needs in the SCAG Housing Need Allocation Plan.

Background:

On November 14, 2017, the Lancaster Housing Authority and City of Lancaster approved the Disposition and Development Agreement Between the Lancaster Housing Authority and InSite Development, LLC for Property Located at future 32nd Street West and West Avenue I.

On January 9, 2018, the Lancaster Housing Authority approved a HOME Loan Agreement between the Lancaster Housing Authority and InSite Development LLC for Property Located at future 32nd Street West and West Avenue I.

On January 18, 2018, the Lancaster Housing Authority approved a Loan Agreement between the Lancaster Housing Authority When Life Hands You Lemons, LP for property located at future 32nd Street West and West Avenue I.

When Life Hands You More Lemons, LP, a California limited liability company or an affiliate thereof (“Borrower”) plans to finance the acquisition, construction, and development of a multifamily rental housing development commonly known as Kensington Campus located at the proposed 32nd Street West and Avenue I, in the City of Lancaster, California.

The Lancaster Housing Authority, in partnership with When Life Hands You More Lemons, is intending to address the objectives of reducing homelessness and providing affordable housing in the City of Lancaster. For Housing Authorities to provide affordable housing and reduce homelessness, they must persuade developers to participate in developing affordable housing by offering subsidies and/or incentives.

Developers are required to record deed restrictions that limit rents for a period of fifty-five years on all properties receiving a subsidy from the Housing Authority. Taking into consideration the extraordinary use and/or quality restrictions imposed on the developer, subsidies and/or incentives are necessary to complete and operate quality affordable housing projects. The Loan commences on the first day of the first month following the “No Accrual Period”, it bears interest at the rate of one percent (1%) per annum for a period of sixty months (the “First Accrual Period”). Beginning on the first day of the first month following the “First Accrual Period”, the Authority Loan bears interest at the rate of two percent (2%) per annum for a period of sixty months (the “Second Accrual Period”). Beginning on the first day of the first month following the “Second Accrual Period”, the Authority Loan bears interest at the rate of three percent (3%) per annum for the remaining forty-three (43) years for a total loan term of fifty-five (55) years following the Date of Disbursement and is all due and payable fifty-five (55) years following the “Date of Disbursement.” The Developer may repay the Authority Loan in part or in full at any time.

The developer will own and operate the affordable multifamily housing units. 50 of the 51 units will be available for homeless persons or families who have achieved independence from being homeless. The project is designed to provide the tenants and homeless persons or families on-site support services. Ocean Park Community Center, dba The People Concern, a non-profit corporation, will lease the auxiliary buildings from InSite Development and will manage, operate and provide support services to homeless persons or families, and provide support services to the tenants. The goal of Ocean Park Community Center is to assist the tenants to retain housing and to maximize their ability to live independently and assist the homeless persons and families to become stably housed.

In exchange for receiving a loan from the Lancaster Housing Authority, When Life Hands You More Lemons, LP, has agreed to enter into a Declaration of Conditions, Covenants and Restrictions and a Regulatory Agreement to restrict the rental and occupancy of fifty (50) of the fifty-one (51) units which will assist the Authority to meet its inclusionary housing requirements. Such units will be subject to occupancy and affordability restrictions recorded against the property as required by Health & Safety Code 33334.2(e)(2).

Staff believes that the construction of the multi-family housing project and homeless facility is an excellent use of the land, in harmony with the surrounding uses as outlined in the Housing Element of the General Plan. Therefore, staff is recommending that the Authority approve the Loan Agreement.

Attachment:
Loan Agreement

LOAN AGREEMENT

This **LOAN AGREEMENT** (this "Agreement") is made and entered into as of September 11, 2018, by and between the **LANCASTER HOUSING AUTHORITY**, a public body, corporate and politic (the "Authority"), and **WHEN LIFE HANDS YOU MORE LEMONS, LP**, a California limited partnership (the "Developer") (the Developer and the Authority are collectively referred to herein as the "Parties").

RECITALS

The following recitals are a substantive part of this Agreement; capitalized terms used herein and not otherwise defined are defined in Section 100 of this Agreement.

A. Sections 33334.2 and 33334.6 of the California Health and Safety Code formerly authorized and directed the Lancaster Redevelopment Agency (the "Redevelopment Agency") to expend a certain percentage of all taxes which are allocated to the Redevelopment Agency pursuant to Section 33670 of the California Health and Safety Code for the purposes of increasing, improving and preserving the community's supply of low and moderate income housing available at affordable housing cost to persons and families of low- and moderate-income, lower income, and very low income.

B. By ABx1 26 enacted by the California Legislature during 2011 (the "2011 Dissolution Act"), the California Legislature eliminated every redevelopment agency within the State of California, including without limitation the Redevelopment Agency. The 2011 Dissolution Act provides, in part, that the host city of a redevelopment agency was to designate a housing entity to receive the housing assets of the former redevelopment agency within such city. The City Council of the City of Lancaster ("City") designated the Authority as the housing entity to receive the housing assets of the former Redevelopment Agency.

C. The Authority is authorized pursuant to the Community Redevelopment Law and Housing Authorities Law to provide subsidies to, or for the benefit of, persons and families of low or moderate income and very low income households, to assist them to obtain housing within the community.

D. By this Agreement and in consideration of Developer's performance of the covenants set forth in this Agreement and otherwise subject to the terms and conditions herein, the Authority desires to provide to the Developer a loan to fund a portion of the costs associated with the construction of a fifty-one (51) unit multifamily residential project. In consideration for the Authority Loan (as defined herein), Developer has agreed to restrict the rental and occupancy of fifty (50) units to Qualified Residents (as defined herein).

E. The California Legislature has declared in Health and Safety Code Section 37000, *et seq.*, that new forms of cooperation with the private sector, such as leased housing, disposition of real property acquired through redevelopment, development approvals, and other forms of housing assistance may involve close participation with the private sector in meeting housing needs, without amounting to development, construction or acquisition of low rent

housing projects as contemplated under Article XXXIV of the State Constitution.

F. Section 37001 of the California Health and Safety Code provides that a low rent housing project under Article XXXIV of the State Constitution does not include a development, which consists of the rehabilitation, reconstruction, improvement or addition to, or replacement of dwelling units of a project previously occupied by lower income households. The Project (as defined herein) to be assisted pursuant to this Agreement consists of the replacement of fifty (50) dwelling units within the City, which were previously occupied by lower and very low income households. The Authority has not previously provided for the replacement of such dwelling units within the community.

G. Section 37001.5 of the Health and Safety Code provides that a public body does not develop, construct or acquire a low rent housing project under Article XXXIV of the State Constitution when the public body provides assistance to a low rent housing project and monitors construction or rehabilitation of the project to the extent of (i) carrying out routine governmental functions, (ii) performing conventional activities of a lender, and (iii) imposing constitutionally mandated or statutorily authorized conditions accepted by the Developer. This Agreement provides for assistance by the Authority to the Project, and the Authority's monitoring of construction of the Project to the extent of (i) carrying out routine governmental functions, (ii) performing conventional activities of a lender, and (iii) imposing constitutionally mandated or statutorily authorized conditions accepted by the Developer.

H. Construction and operation of the Project pursuant to this Agreement is in the City's vital and best interest and the health, safety and welfare of its residents, and in accord with the public purposes and provisions of applicable state and local laws.

I. This Agreement provides for assistance by the Authority to the Project (as defined herein), and the Authority's monitoring of construction of the Project to the extent of carrying out routine governmental functions, performing conventional activities of a lender, and imposing constitutionally mandated or statutorily authorized conditions accepted by a grantee of assistance.

J. Completing the construction and renting of the Property pursuant to this Agreement is in the vital and best interest of the City and the health, safety and welfare of its residents, and in accord with the public purposes and provisions of applicable state and local laws.

NOW, THEREFORE, the Authority and the Developer mutually agree as follows:

100. DEFINITIONS

101. Capitalized terms used herein shall have the meanings set forth in this Section 101:

"Affordability Period" shall mean the period beginning upon the first day of the first full month following the date on which the Declaration is executed by the parties thereto and recorded in the office of the Los Angeles County Recorder, and ending on the last day of the 660th month thereafter, unless the Declaration is sooner terminated or released by the Authority

or by operation of the provisions of any documents evidencing or securing the interest of any holder of a first lien deed of trust.

"Affordable Units" shall mean each of the fifty (50) units at the proposed 32nd Street West and Avenue I, which shall be designated as Affordable Units and continuously occupied by or made available for occupancy by Qualified Residents for the duration of the Affordability Period.

"Affordable Rents" shall mean (i) lower income households whose gross incomes exceed the maximum income for very low income households, the product of 30 percent times 65 percent of the area median income adjusted for family size appropriate for the unit. In addition, for those lower income households with gross incomes that exceed 65 percent of the area median income adjusted for family size, affordable rent may be established at a level not to exceed 30 percent of gross income of the household.

"Authority" means the Lancaster Housing Authority, a public body, corporate and politic, exercising governmental functions and powers and organized and existing under the California Housing Authorities Law (Cal. Health & Safety Code § 34200 *et seq.*).

"Authority Loan" means the Authority's loan in the principal amount of Four Hundred Seventy Two Thousand Three Hundred Seventy Nine Dollars (\$472,379) to the Developer, as provided in Section 201 of the Loan Agreement.

"Authority Loan Deed of Trust" means the Deed of Trust with Assignment of Rents, Security Agreement, Financing Statement and Fixture Filing to be recorded against the Property as security for the payment of sums owing pursuant to the Authority Loan Promissory Note, in the form attached hereto as Attachment No. 3, which is incorporated herein.

"Authority Loan Promissory Note" means the promissory note to be executed by the Developer in favor of the Authority, as set forth in Section 201 of the Loan Agreement, in the form of the Promissory Note which is attached to the Loan Agreement as Attachment No. 2 and incorporated herein by reference.

"Agreement" means this Loan Agreement between Authority and the Developer.

"City" means the City of Lancaster, California, a California municipal corporation. The City is not a party to this Agreement and shall have no obligations hereunder.

"Code" means the Internal Revenue Code of 1986, as amended, and any regulations promulgated thereunder.

"Conditions Precedent" means the conditions precedent to the disbursement of the Authority Loan as set forth in Section 202 of the Loan Agreement.

"Date of Disbursement" shall mean the date upon which the total proceeds of the Authority Loan have been disbursed to or on behalf of the Developer.

“Declaration” shall mean that Declaration of Conditions, Covenants and Restrictions substantially in the form of Attachment No. 4, attached hereto and incorporated herein by reference, which sets forth certain obligations with respect to the occupancy and maintenance of the Affordable Units in the Property, and is to be recorded against the Property pursuant to this Agreement.

“Default” means the failure of a party to this Agreement to perform any action or covenant required by this Agreement within the time periods provided herein, following notice and opportunity to cure, as set forth in Section 502 of the Loan Agreement.

“Developer” means When Life Hands You More Lemons, LP, a California Limited Liability Corporation.

“Direct Services Impact Fees” shall mean and refer only to the following fees imposed by the Public Works Department of the City: Drainage Annexation Fee; Traffic Impact Fee; Traffic Signal Fee; and Street Improvement Fee.

“Effective Date of Agreement” is that date set forth in the first paragraph of this Agreement.

“Improvements” means the 51 (or such other number as may be permitted by applicable laws or regulations and as may be commercially feasible at the time) multifamily residential units, along with all appurtenant on-site and off-site improvements and all fixtures and equipment to be constructed or installed on or about the Property.

“Loan Agreement” shall mean and refer to that certain Loan Agreement by and between Covenantor and Covenantee dated September 11, 2018.

“Lower Income Resident” shall mean individuals or families whose adjusted income does not exceed eighty percent (80%) of the area median gross income, adjusted for family size.

“Notice” shall mean a notice in the form prescribed by Section 601 of the Loan Agreement.

“Project” means the Property and the Improvements.

“Property” means that parcel of real property located at the proposed 32nd Street West and Avenue I in the City of Lancaster as more particularly described in the Property Legal Description.

“Property Legal Description” means the description of the Property, which is attached hereto as Attachment No. 1 and incorporated herein by reference.

“Qualified Residents” means residents of the Project who are Lower Income Residents.

“Qualified Tenant” shall mean persons or families who are Lower Income Resident.

“Rent” means the total of monthly payments for (a) use and occupancy of each Affordable Unit and land and facilities associated therewith, (b) any separately charged fees or service charges assessed by the Developer which are required of all tenants, other than security deposits, (c) a reasonable allowance for an adequate level of service of utilities not included in (a) or (b) above, including garbage collection, sewer, water, electricity, gas and other heating, cooking and refrigeration fuels, but not including telephone service, and (d) possessory interest, taxes or other fees or charges assessed for use of the land and facilities associated therewith by a public or private entity other than Developer.

200. AUTHORITY FINANCIAL ASSISTANCE

201. Authority Loan. Subject to all of the terms, covenants and conditions which are set forth herein and upon satisfaction of the Conditions Precedent set forth in Section 202 hereof, the Authority hereby agrees to fund to Developer the sum of Four Hundred Seventy Two Thousand Three Hundred Seventy Nine Dollars (\$472,379) (the “Authority Loan”). The Developer's obligation to repay the Authority Loan shall be evidenced by the Authority Loan Promissory Note and secured by the Authority Loan Deed of Trust encumbering the Property and Improvements. The proceeds of the Authority Loan shall be disbursed directly to the Developer or to vendors, contractors or sub-contractors designated by the Developer upon request. Said proceeds shall be used by Developer for the sole purpose of constructing the Improvements as provided herein. Except for transfers permitted pursuant to Section 603 or approved by the Authority, all interest and principal of the Authority Loan is due and payable upon transfer of title or sale of property. No interest shall accrue with respect to the Authority Loan Promissory Note during the term of the loan.

202. Conditions Precedent to Disbursement of Authority Loan. Subject to all of the terms, covenants and conditions set forth in this Agreement, the Authority shall disburse the Authority Loan to or on behalf of the Developer upon satisfaction of the following conditions precedent (the “Conditions Precedent”) in Authority’s reasonable judgment.

(a) Execution and Delivery of Documents. Developer shall have executed and delivered to the Authority the Authority Loan Promissory Note and the Authority Loan Deed of Trust, and any other documents and instruments in connection with the Authority Loan as may be reasonably required to be executed and delivered by Developer to evidence the intentions of the parties contracted herein.

(b) Recordation. The escrow holder selected by the Authority and reasonable accepted by the Developer is prepared to record the Authority Loan Deed of Trust against the Property in the proper recording order pursuant to escrow instructions approved by the Authority, at the time of the first disbursement of any of the proceeds of the Authority Loan.

(c) Title to Land. The Authority shall be satisfied that upon the disbursement of the Authority Loan, Developer will have good and marketable fee title to the Property, and there will exist thereon or with respect thereto no mortgage, lien, pledge or other encumbrance of any character whatsoever, other than liens for current real property taxes and assessments not yet due and payable, the lien of any construction or permanent financing to which the Authority loan shall be subordinate, and any other matters specifically approved in

writing by the Authority.

(d) No Default. There shall exist no condition, event or act which would constitute an Event of Default (as hereinafter defined) hereunder or which, with the giving of notice or the passage of time, or both, would constitute an Event of Default.

(e) Representations and Warranties. All representations and warranties of Developer herein contained shall be true and correct as of the Date of Disbursement.

(f) Environmental Clearance. The City of Lancaster shall not disperse funds or close escrow until receipt of the Removal of Environmental Conditions and Release of Funds from the State Department of Housing and Community Development.

203. Representations and Warranties. Developer represents and warrants to Authority as follows:

(a) Authority. Developer is a duly organized California limited partnership organized pursuant to, existing by virtue of and in good standing under the laws of the State of California. Developer has full right, power and lawful authority to accept the Authority Loan and to undertake all obligations as provided herein. The execution, performance and delivery of this Agreement by Developer have been authorized by all requisite actions on the part of the Developer. The parties who have executed this Agreement on behalf of Developer are authorized to bind Developer by their signatures hereto.

(b) Title. Developer, at the time of the disbursement of the Loan, has fee title to the Property.

(c) Litigation. To the best of Developer's knowledge, there are no actions, suits, material claims, legal proceedings, or any other proceedings affecting the Property or any portion thereof, at law or in equity, before any court or governmental agency, domestic or foreign, which, if resolved against the Developer, would have a material adverse affect on Developer's ability or authority to perform its obligations under this Agreement.

(d) No Conflict. To the best of Developer's knowledge, Developer's execution, delivery, and performance of its obligations under this Agreement will not constitute a default or a breach under any contract, agreement or order to which Developer is a party or by which it is bound.

(e) No Developer Bankruptcy. Developer is not the subject of a bankruptcy proceeding.

(f) Submissions. To Developer's best knowledge, all of the items and information submitted to the Authority hereunder with respect to the Developer, the Property and the Improvements are true, correct and complete in all material respects.

Until the Date of Disbursement, Developer shall, upon learning of any fact or

condition which would cause any of the warranties and representations in this Section 203 not to be true as of the Date of Disbursement of the Authority Loan, immediately give written notice of such fact or condition to Authority. Such exception(s) to a representation shall not be deemed a breach by Developer hereunder, but shall constitute an exception, which Authority shall have a right to approve or disapprove. If the Authority disapproves of such an exception and the Developer is unable to eliminate the exception, the Authority may terminate this Agreement.

300. CONSTRUCTION OF THE PROPERTY

301. Construction of the Property. The Developer agrees to construct the Improvements on the Property with commercially reasonable diligence and care in accordance with approved plans and specifications, applicable laws, and regulations.

302. Cost of Construction. Except for the proceeds of the Authority Loan, the cost of the construction of the Project and any additional costs of completing the construction of the Project shall be the sole responsibility of the Developer.

303. Commencement of Construction. The Developer hereby covenants and agrees to use commercially reasonable efforts to ensure the commencement of construction of the Improvements within thirty (30) days after the date that the Authority and/or City informs Developer that the Conditions Precedent have been satisfied and the proceeds of the Authority Loan are available for disbursement.

304. Completion of Construction. The Developer hereby covenants and shall cause to be diligently prosecuted to completion, the construction of the Improvements and to use commercially reasonable efforts to cause the completion of such construction work and the filing of a Notice of Completion pursuant to California Civil Code Section 3093 within twenty-four (24) months after the Date of Disbursement.

305. City and Other Governmental Agency Permits. Before commencement of the construction of the Improvements, the Developer shall, at its own expense, secure or cause to be secured any and all permits which may be required by any other governmental agency with jurisdiction over such construction, including, without limitation, building permits. It is understood that the Developer is obligated to submit to the City final drawings with final corrections to obtain such permits. The City shall waive "Developmental Impact Fees" in connection with development of the Property. The staff of the Authority will, without obligation to incur liability or expense therefore, use its best efforts to expedite the City's issuance of building permits for construction and certificates of occupancy that meet the requirements of the City Code, and all other applicable laws and regulations in affect on the Date of Disbursement.

306. Insurance. Developer shall maintain, during the term of the Affordability Period, an all-risk property insurance policy insuring the multifamily housing project in an amount equal to the full replacement value of the real property, together with flood insurance in conformance with the Flood Disaster Protection Act, if this property is located in a flood zone. The policy shall contain a statement of obligation on behalf of the carrier to notify the Authority of any material change, cancellation or termination of coverage at least thirty (30) days in advance of the effective date of such material change, cancellation or termination. Developer shall transmit a

copy of the certificate of insurance to Authority within thirty (30) days of the Effective Date of this Agreement, and Developer shall annually transmit to Authority a copy of the certificate of insurance, signed by an authorized agent of the insurance carrier setting forth the general provisions of coverage. The copy of the certificate of insurance shall be transmitted to Authority at the address set forth in Section 601 hereof. Any certificate of insurance must be in a form, content, and with companies reasonably acceptable to the Authority.

307. Indemnity. Developer shall, at its expense, defend, indemnify, and hold harmless the Authority and the City and their respective officials, officers, agents, employees and representatives from any and all losses, liabilities, claims, lawsuits, causes of action, judgments, settlements, court costs, attorneys' fees, expert witnesses fees, and other legal expenses, costs of evidence of title, costs of evidence of value, and other damages of whatsoever nature arising out of or in connection with, or relating in any manner to any act or omission of Developer or its agents, employees, contractors or subcontractors of any tier, or employees thereof, in connection with or arising from Developer's performance or nonperformance of its obligations under this Agreement, or the construction of the Improvements on the Property, including those arising from or otherwise connected with a failure to comply with Section 308 hereof, except for any and all losses, liabilities, claims, lawsuits, causes of action, judgments, settlements, court costs, attorneys' fees, and other legal expenses, costs of evidence of title, costs of evidence of value, and other damages of whatsoever nature arising from the negligence or misconduct of the Authority or City or their respective officials, officers, agents, employees or representatives.

308. Compliance With Laws. The Developer shall carry out the design, construction and operation of the Improvements in conformity with all applicable laws, including all applicable state labor standards, City zoning and development standards, building, plumbing, mechanical and electrical codes, and all other provisions of the City Municipal Code, the provisions of Labor Code Section 1720 *et seq.* relating to prevailing wages as to which the Authority makes no representations and all applicable laws and regulations pertaining to disabled and handicapped access requirements, including without limitation (to the extent applicable) the Americans With Disabilities Act, 42 U.S.C. Section 12101, *et seq.*, Government Code Section 4450, *et seq.* Government Code Section 11135, *et seq.*, the Unruh Civil Rights Act, Civil Code Section 51, *et seq.*, and the Fair Housing Act, 42 U.S.C. Section 3601, *et seq.*

(a) Changes in Laws. Notwithstanding anything herein to the contrary, Authority shall not be responsible for any costs imposed upon the Developer pursuant to any changes in governmental requirements made after the date of this Agreement which impose additional requirements upon the Developer solely as a result of the Authority's advance of the proceeds of the Authority Loan to the Developer or the Authority's imposition of the affordable housing requirements of Section 400 hereof, including, without limitation, any requirement for the payment of prevailing wages with respect to the construction of the Improvements and off-site improvements.

(b) Taxes and Assessments. The Developer shall pay prior to delinquency all ad valorem real estate taxes and assessments on the Property, subject to the Developer's right to contest in good faith any such taxes. The Developer shall remove or have removed any levy or attachment made on any of the Property or any part thereof, or assure the satisfaction thereof within a reasonable time.

(c) **Liens and Stop Notices.** The Developer shall not allow to be placed on the Property or any part thereof any lien or stop notice other than the lien(s) in connection with the construction and permanent financing of the Project. If a claim of a lien or stop notice is given or recorded affecting the Improvements, the Developer shall within ten (10) days of such recording or within ten (10) days of the Authority's demand whichever last occurs.

(i) pay and discharge the same; or

(ii) effect the release thereof by recording and delivering to the Authority a surety bond in sufficient form and amount, or otherwise; or

(iii) provide to the Authority such alternate assurance which the Authority deems, in its reasonable discretion, to be satisfactory for the payment of such lien or bonded stop notice and for the full and continuous protection of the Authority from the effect of such lien or bonded stop notice.

400. AFFORDABLE HOUSING INCOME REQUIREMENTS

401. Affordable Units. During the entire term of the Affordability Period, Developer agrees to make available, restrict occupancy to, and rent at Affordable Rents fifty (50) of the fifty one (51) units in the Kensington Campus multifamily housing project to Qualified Residents (the "Affordable Units"). In addition to any requirements of the Code, Developer agrees to comply with the provisions of Health and Safety Code Section 33413 through Section 33418 to the extent necessary to enable the Authority to count the units for purposes of meeting the requirements of Section 33413 of the Health and Safety Code.

402. Income Level of Tenants. During the Affordability Period, Developer agrees to make available, restrict occupancy to, and rent each of the Affordable Units and Program Affordable Units to Qualified Tenants. Developer agrees to comply with the applicable provisions of Health and Safety Code Section 33413 through Section 33418 to the extent necessary to enable the Authority to count the units for purposes of meeting the requirements of Section 33413 of the Health and Safety Code.

403. Income Verification

(a) In the event a recertification of a resident's income in accordance with subsection (b) below demonstrates that such resident no longer qualifies as a Qualified Resident of the Affordable Unit occupied by such resident, but such resident qualifies as an otherwise eligible household, the rents appropriate for that income level shall be charged. If the income of a Qualified Resident of the Affordable Unit occupied by such resident upon re-certification no longer qualifies as a Qualified Resident, and there are no other requirements statutorily imposed by another Federal or State funding source or tax credit program, that tenant shall not have its lease terminated as a result thereof, but must pay as rent the lesser of the amount payable by the tenant under State or local law or 30 percent of the household's adjusted monthly income; except that, Assisted Units subject to low-income tax credit rules under section 42 of the Internal Revenue Code shall be governed by such rules.

(b) Immediately prior to a Qualified Resident's occupancy of an Affordable Unit, the Covenantor will obtain and maintain on file a certified statement of income on a form to be approved by the Covenantee from each Qualified Resident occupying said Affordable Unit, dated immediately prior to the initial occupancy by each Qualified Resident. .

404. Annual Reports. During the Affordability Period, Developer, at its expense, shall submit to the Authority the reports required pursuant to Health and Safety Code Section 33418, as the same may be amended from time to time, with each such report to be in the form prescribed by the Authority. Each annual report shall cover the immediately preceding calendar year.

405. Uses In Accordance with Redevelopment Plan. The Developer covenants and agrees for itself, its successors, its assigns, and every successor in interest to the Property that during the Affordability Period the Developer and such successors and assignees shall devote the Property to the uses specified in the Redevelopment Plan, the Declaration and this Agreement for the periods of time specified therein. The foregoing covenants shall run with the land for the term of the Affordability Period.

406. Nondiscrimination. The Developer covenants by and for itself and any successors in interest that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall the Developer or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, subleases or vendors of the Property. The covenants established in this Agreement shall, without regard to technical classification and designation, be binding for the benefit and in favor of the Authority, its successors and assigns, the City and any successor in interest to the Property, or any part thereof. The foregoing covenants shall run with the land for the term of the Affordability Period.

407. Effect of Violation of the Terms and Provisions of this Agreement After Completion of Construction. The Authority is deemed the beneficiary of the terms and provisions of this Agreement and of the covenants running with the land, for and in its own rights and for the purposes of protecting the interests of the community and other parties, public or private, in whose favor and for whose benefit this Agreement and the covenants running with the land have been provided. The Agreement and the covenants shall run in favor of the Authority, without regard to whether the Authority has been, remains or is an owner of any land or interest therein in the Property or in the Project Area. The Authority shall have the right, if this Agreement or Developer's covenants contained herein are breached, to exercise all rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to which it or any other beneficiaries of this Agreement and covenants may be entitled. The foregoing covenants shall run with the land for the term of the Affordability Period.

408. Maintenance of the Property. The Developer shall maintain or cause to be maintained the interiors and exteriors of the Property in a decent, safe and sanitary manner, in accordance with the standard of maintenance of similar housing units within the City, and in

accordance with the maintenance standards which are set forth in the Declaration. None of the dwelling units in the Property shall at any time be utilized on a transient basis nor shall the Property or any portion thereof ever be used as a hotel, motel, dormitory, fraternity or sorority house, rooming house, hospital, nursing home, sanitarium or rest home. The Developer shall not convert the Property to condominium ownership without the prior written approval of the Authority, which approval the Authority may grant, withhold or deny in its sole and absolute discretion. If at any time Developer fails to maintain the Property in accordance with this Agreement or the Declaration and such condition is not corrected within ten (10) days after written notice from the Authority (with a copy to the then existing lenders for the project) with respect to graffiti, debris, waste material, and general maintenance, or thirty days (or such longer period of time as is reasonably necessary to correct the condition) after written notice from the Authority with respect to landscaping and building improvements, then the Authority, in addition to whatever remedy it may have at law or at equity, shall have the right to enter upon the applicable portion of the Property and perform all acts and work reasonably necessary to protect, maintain, and preserve the Improvements and landscaped areas on the Property, and to attach a lien upon the Property, or to assess the Property, in the amount of the expenditures arising from such acts and work of protection, maintenance, and preservation by the Authority and/or costs of such cure, including a five percent (5%) administrative charge, which amount shall be promptly paid by Developer to the Authority upon demand. The foregoing covenants shall run with the land for the term of the Affordability Period.

409. Long Term Management of the Property. The parties acknowledge that the Authority is interested in the long term management and operation of the Property and in the qualifications of any person or entity retained by the Developer for that purpose (the "Property Manager"). The Authority may from time to time review and evaluate the identity and performance of the Property Manager of the Property and the Property Manager's compliance with the provisions of this Agreement and the Declaration. If the Authority reasonably determines that the performance of the Property Manager is deficient based upon the standards and requirements set forth in this Agreement and the Declaration, the Authority shall provide notice to the Developer of such deficiencies and the Developer shall use its best efforts to correct or cause to be corrected such deficiencies. Upon Default of the terms of this Agreement or the Declaration by the Property Manager, the Authority shall have the right to require the Developer to immediately remove and replace the Property Manager with another property manager or property management company reasonably acceptable to the Authority. Such Property Manager shall be experienced in managing multifamily residential developments similar to the Project and shall not be related to or affiliated with the Developer. The foregoing covenants shall run with the land for the term of the Affordability Period.

500. DEFAULT AND REMEDIES

501. Events of Default. Each of the following shall constitute an "Event of Default" by Developer under this Agreement:

(a) **Failure to Construct the Improvements.** Failure of Developer to commence, diligently continue, or construct the Improvements on the Property within the time set forth in Section 303 above.

(b) Failure to Lease Affordable Units to Qualified Tenants. Failure of the Developer to lease or to make available for occupancy each of the Affordable Units to Qualified Tenants during the Affordability Period, as set forth in Section 400 hereof and the Declaration, which is not cured upon thirty days written notice to the Developer, or such longer period as is reasonably necessary to cure the default.

(c) Failure to Pay Principal and Interest on Authority Loan. Failure by the Developer to make timely payments of principal and interest as provided in the Authority Loan Promissory Note within ten days of receiving written notice from Authority.

(d) Breach of Covenants. Failure by Developer to materially perform, comply with, or observe any of the conditions, terms, or covenants of this Agreement, and such failure having continued uncured, or without Developer commencing to diligently cure, for thirty (30) days after notice thereof in writing given by the Authority to Developer in accordance with Section 601 hereof; provided, however, that if a different period or notice requirement is specified under any other subsection in accordance with Section 500, such specific provisions shall control.

(e) Material Misstatement or Omissions. Any omission, representation or warranty contained in this Agreement or in any application, financial statement, certificate or report submitted to the Authority in connection with the Authority Loan proves to have been misleading or intentionally distorted in any material respect when made.

(f) Insolvency. A court having jurisdiction shall have made or entered any decree or order (i) adjudging Developer to be bankrupt or insolvent, (ii) approving as properly filed a petition seeking reorganization of Developer or seeking any arrangement for Developer under the bankruptcy law or any other applicable debtor's relief law or statute of the United States or the State of California, (iii) appointing a receiver, trustee, liquidator, or assignee of Developer in bankruptcy or insolvency or for any of its' properties, or (iv) directing the winding up or liquidation of Developer, if any such decree or order described in clauses (i) to (iv), inclusive, shall have continued unstayed or undischarged for a period of ninety (90) days, unless a lesser time period is permitted for cure under any other mortgage on the Property, in which event such lesser time period will apply under this subsection 501(f) as well; or Developer shall have admitted in writing under oath its inability to pay its debts as they become due or shall have voluntarily submitted to or filed a petition seeking any decree or order of the nature described in clauses (i) to (iv), inclusive. The occurrence of any of the events of default in this paragraph shall act to accelerate automatically, without the need for any action by the Authority, the indebtedness evidenced by the Promissory Note.

(g) Assignment or Attachment. Developer shall have assigned its assets for the benefit of its creditors or suffered sequestration or attachment of or execution on any substantial part of its property, unless the property so assigned, sequestered, attached or executed upon shall have been returned or released within ninety (90) days after such event (unless a lesser time period is permitted for cure under any other mortgage on the Property, in which event such lesser time period shall apply under this subsection 501(g) as well) or prior to sale pursuant to such sequestration, attachment, or execution. The occurrence of any of the events of default in this paragraph shall act to accelerate automatically, without the need for any action by the

Authority, the indebtedness evidenced by the Promissory Note representing the Authority Loan contemplated hereunder. In the event that Developer is diligently working to obtain a return or release of the Property and Authority's interests under the Deed of Trust are not imminently threatened, the Authority shall not declare a default under this subsection.

(h) Liens on Property. A claim of lien (other than liens approved in writing by the Authority) shall have been filed against the Property or any part thereof or any interest or right made appurtenant thereto, or the service of any notice to withhold proceeds of the Authority Loan and the continued maintenance of said claim of lien or notices to withhold for a period of ninety (90) days without discharge or satisfaction thereof or provision therefore satisfactory to the Authority; provided, however, that the Developer shall not be in default if the Developer (i) pays and discharges such lien, (ii) effects the release thereof by recording and delivering to the Authority a surety bond in sufficient form and amount, or (iii) provides the Authority with other assurance which the Authority deems to be satisfactory for the payment of such lien.

(i) Defaults Under Other Loans. Any default declared by any lender under any loan document related to any loans, other than the Authority Loan, secured by a deed of trust on the Property shall act to accelerate automatically, without the need for any action by the Authority, the indebtedness evidenced by the Promissory Note.

(j) Prohibited Transfer. There is a sale or other transfer in violation of Section 603 hereof.

502. Authority Remedies. The occurrence of any Event of Default which shall continue for a period of thirty (30) days (or such other period of time as provided in this Section 500) after written notice thereof by the Authority to the Developer, without the Developer commencing a cure of the Event of Default, acceptable to the Authority in its reasonable discretion, and diligently pursuing the cure shall relieve the Authority of any obligation to perform hereunder, including without limitation to make or continue the Authority Loan and shall give the Authority the right to proceed with any and all remedies set forth in this Agreement, including but not limited to the following:

(a) Specific Performance. The Authority shall have the right to mandamus or other suit, action or proceeding at law or in equity to require Developer to perform its obligations and covenants under this Agreement or to enjoin acts or things which may be unlawful or in violation of the provisions of this Agreement.

(b) Right to Cure at Developer's Expense. The Authority shall have the right to cure any monetary default by Developer under a loan or grant other than the Authority Loan; provided, however, that if the Developer is in good faith contesting a claim of default under a loan and the Authority's interest under this Agreement is not imminently threatened by such default, the Authority shall not have the right to cure such default. The Developer agrees to reimburse the Authority for any funds advanced by the Authority to cure a monetary default by Developer upon demand therefore, together with interest thereon at the rate of ten percent (10%) per annum, from the date of expenditure until the date of reimbursement.

(c) Termination by Authority. The Authority shall have the right to

terminate this Agreement and, at its sole option, to seek any remedies at law or equity available hereunder. In addition to Events of Default, the Authority may terminate this Agreement due to the failure of either party to satisfy all of the Conditions Precedent to the disbursement of the Authority Loan. In the event that the Authority terminates this Agreement after the disbursement of the Authority Loan, the amounts owing under the Promissory Note shall be immediately due and payable.

503. Developer Remedies. Upon the occurrence of any Event of Default by the Authority which continues for a period of thirty (30) days after written notice thereof to Authority without Authority commencing the cure of such breach and thereafter diligently proceeding to cure such breach, the Developer shall have all of the remedies available at law or in equity, including the following:

(a) **Specific Performance.** The Developer shall have the right to mandamus or other suit, action or proceeding at law or in equity to require Authority to perform its obligations and covenants under this Agreement or to enjoin acts or things which may be unlawful or in violation of the provisions of this Agreement.

(b) **Termination by Developer.** The Developer shall have the right to terminate this Agreement for Defaults of the Authority which occur prior to the disbursement of the Authority Loan, or the failure of either party to satisfy all of the Conditions Precedent to the disbursement of the Authority Loan, which are not cured within the time set forth herein. Thereafter, neither party shall have any rights against the other under this Agreement. In no event shall the Developer be entitled to terminate this Agreement after the disbursement of all or any portion of the Authority Loan.

504. Right of Contest. Developer shall have the right to contest in good faith any claim, demand, levy, or assessment the assertion of which would constitute an Event of Default hereunder. Any such contest shall be prosecuted diligently and in a manner unprejudicial to the Authority or the rights of the Authority hereunder.

505. Remedies Cumulative. No right, power, or remedy given to the Authority or Developer by the terms of this Agreement is intended to be exclusive of any other right, power, or remedy; and each and every such right, power, or remedy shall be cumulative and in addition to every other right, power, or remedy given to the Authority or Developer by the terms of any such instrument, or by any statute or otherwise against Developer and any other person. Neither the failure nor any delay on the part of the Authority to exercise any such rights and remedies shall operate as a waiver thereof, nor shall any single or partial exercise by the Authority of any such right or remedy preclude any other or further exercise of such right or remedy, or any other right or remedy.

506. Waiver of Terms and Conditions. Either party hereto may, in its sole discretion, waive in writing any of the terms and conditions of this Agreement, without amending this Agreement. No waiver of any default or breach hereunder shall be implied from any omission by the other party to take action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the waiver, and such waiver shall be operative only for the time and to the extent therein stated. Waivers of any

covenant, term, or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term, or condition. The consent or approval by a party hereto or of any act requiring further consent or approval shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent similar act. The exercise of any right, power, or remedy shall in no event constitute a cure or a waiver of any default under this Agreement, nor shall it invalidate any act done pursuant to notice of default, or prejudice the parties in the exercise of any right, power, or remedy under this Agreement, unless in the exercise of any such right, power, or remedy all obligations are paid and discharged in full.

507. Non-Liability of Authority Officials and Employees. No member, official, employee or agent of the Authority shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach by the Authority or for any amount which may become due to the Developer or its successors, or on any obligations under the terms of this Agreement.

600. GENERAL PROVISIONS

601. Notices, Demands and Communications Between the Parties. Any approval, disapproval, demand, document or other notice (“Notice”) required or permitted under this Agreement must be in writing and shall be sufficiently given if delivered by hand (and a receipt therefore is obtained or is refused to be given) or dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered by telecopy or overnight delivery service to:

To Authority: Lancaster Housing Authority
44933 North Fern Avenue
Lancaster, California 93534
Attention: Executive Director

To Developer: When Life Hands You More Lemons, LP
6265 Variel Avenue
Woodland Hills, California 91367
Attention: Scott Eglash

Such written notices, demands and communications may be sent in the same manner to such other addresses as either party may from time to time designate by mail as provided in this Section 601.

The Authority agrees that, so long as Alliant, Inc., a Florida corporation, or its affiliates (collectively, the “Investor Limited Partner”) has a continuing ownership interest in the Developer, effective notice to the Developer under this Agreement, that certain Residential Declaration of Conditions, Covenants and Restrictions and Regulatory Agreement, and that certain Declaration of Conditions, Covenants and Restrictions for the Ocean Park Community Center, a California nonprofit public benefit corporation each of which is being executed by the Developer in connection with the Agreement (collectively, the “Authority Documents”) shall require delivery of a copy of such notice to the Investor Limited Partner. Such notice shall be

given in the manner provided in this Section 601, at the Investor Limited Partner's respective addresses set forth below:

Alliant Capital, Ltd.
340 Royal Poinciana Way, Suite 338
Palm Beach, Florida 334380
Attention: Brian Goldberg
Telephone: (561)833-5050
Telecopy: (561)833-3694

with a copy to:

Alliant Asset Management Company LLC
21600 Oxnard Street, Suite 1200
Woodland Hills, California 91367
Attention: General Counsel
Telephone: (818)668-6800
Telecopy: (818)668-2828

With a copy to:

Kutak Rock, LLP
1650 Farnam Street
Omaha, NE 68102
Attn: Shane Deaver, Esq.

Any written notice, demand or communication shall be deemed received immediately upon receipt; provided, however, that refusal to accept delivery after reasonable attempts thereof shall constitute receipt. Any notices attempted to be delivered to an address from which the receiving party has moved without notice as provided hereunder shall be effective on the third day from the date of the attempted delivery or deposit in the United States mail.

602. Enforced Delay; Extension of Times of Performance. In addition to specific provisions of this Agreement, performance by either party hereunder shall not be deemed to be in Default, and all performance and other dates specified in this Agreement shall be extended, where delays or Defaults are due to: war; insurrection; strikes; lockouts; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions or priority; litigation; unusually severe weather; inability to secure necessary labor, materials or tools; delays of any contractor, subcontractor or supplier; acts or omissions of the other party; acts or failures to act by the City, the Authority, or any other public or governmental Authority or entity (other than the acts or failures to act of Authority which shall not excuse performance by Authority); or any other causes beyond the control or without the fault of the party claiming an extension of time to perform. Notwithstanding anything to the contrary in this Agreement, an extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension

is sent to the other party within thirty (30) days of the commencement of the cause. Times of performance under this Agreement may also be extended in writing by the mutual agreement of Authority and Developer. The Executive Director of Authority shall have the authority on behalf of Authority to approve extensions of time.

603. Transfers of Interest in Property or Agreement.

603.1 Prohibition. The qualifications and identity of the Developer are of particular concern to Authority. It is in part because of those qualifications and identity that Authority has entered into this Agreement with the Developer. For the period commencing upon the date of this, no voluntary or involuntary successor in interest of the Developer shall acquire any rights or powers under this Agreement, nor shall the Developer make any total or partial sale, transfer, conveyance, assignment, subdivision, refinancing or lease of the whole or any part of the Property or the Improvements thereon without the prior written approval of Authority such approval not to be unreasonable withheld conditioned or delayed. Notwithstanding, any provision hereof to the contrary, the Developer may admit entities to the Developer to facilitate the syndication of Low-Income Housing Tax Credits or transfer the Property and assign its rights and obligations hereunder to a entity controlled by or under common control with When Life Hands You More Lemons, LP or the general partner of the Developer or make other reasonable transfers, encumbrances and assignments to secure the Project's loans and any refinancing of those loans.

603.2 Successors and Assigns. All of the terms, covenants and conditions of this Agreement shall be binding upon the Developer and its permitted successors and assigns. Whenever the term "Developer" is used in this Agreement, such term shall include any other permitted successors and assigns as herein provided.

603.3 Assignment by Authority. Authority may assign or transfer any of its rights or obligations under this Agreement with the approval of the Developer, which approval shall not be unreasonably withheld; provided, however, that Authority may assign or transfer any of its interests hereunder to the City at any time without the consent of the Developer.

604. Non-Liability of Officials and Employees of Authority. No member, official, officer or employee of Authority or the City shall be personally liable to the Developer, or any successor in interest, in the event of any Default or breach by Authority (or the City) or for any amount which may become due to the Developer or its successors, or on any obligations under the terms of this Agreement.

605. Relationship Between Authority and Developer. It is hereby acknowledged that the relationship between Authority and Developer is not that of a partnership or joint venture and that Authority and Developer shall not be deemed or construed for any purpose to be the agent of the other. Accordingly, except as expressly provided in this Agreement, including the Attachments hereto, Authority shall have no rights, powers, duties or obligations with respect to the development, construction, operation, maintenance or management of the Project.

606. Authority Approvals and Actions. Whenever a reference is made herein to an action or approval to be undertaken by Authority, the Executive Director of Authority or his or

her designee is authorized to act on behalf of Authority, unless specifically provided otherwise by this Agreement or by applicable laws or regulations.

607. Counterparts. This Agreement may be signed in multiple counterparts which, when signed by all parties, shall constitute a binding agreement. This Agreement is executed in three (3) originals, each of which is deemed to be an original.

608. Integration. This Agreement contains the entire understanding between the parties relating to the transaction contemplated by this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged in this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material. This Agreement constitutes the entire understanding and agreement of the parties, notwithstanding any previous negotiations or agreements between the parties or their predecessors in interest with respect to all or any part of the subject matter hereof.

609. Real Estate Brokers. Authority and Developer each represent and warrant to the other that no broker or finder is entitled to any fee in connection with this transaction, and each agrees to defend and hold harmless the other from any claim to any such fee resulting from any action on its part.

610. No Third Party Beneficiaries. Notwithstanding any other provision of this Agreement to the contrary, nothing herein is intended to create any third party beneficiaries to this Agreement, and no person or entity other than Authority and Developer, and the permitted successors and assigns of either of them, shall be authorized to enforce the provisions of this Agreement.

611. Titles and Captions. Titles and captions are for convenience of reference only and do not define, describe, or limit the scope or the intent of this Agreement or of any of its terms. References to section numbers are to sections in this Agreement, unless expressly stated otherwise.

612. Interpretation. As used in this Agreement, the masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others where and when the context so dictates. The word "including" shall be construed as if followed by the words "without limitation" This Agreement shall be interpreted as though prepared jointly by both parties.

613. Modifications. Any alteration, change, or modification of or to this Agreement, in order to become effective, shall be made in writing and in each instance signed on behalf of each party.

614. Severability. If any term, provision, condition, or covenant of this Agreement or its application to any party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest

extent permitted by law.

615. Computation of Time. The time in which any act is to be done under this Agreement is computed by excluding the first day (such as the day escrow opens), and including the last day, unless the last day is a holiday or Saturday or Sunday, and then that day is also excluded and performance shall be made on the next business day. The term "holiday" shall mean all holidays as specified in Section 6700 and 6701 of the California Government Code. If any act is to be done by a particular time during a day, that time shall be Pacific Time Zone.

616. Legal Advice. Each party represents and warrants to the other that: (i) they have carefully read this Agreement, and in signing this Agreement, they do so with full knowledge of any rights which they may have; (ii) they have received independent legal advice from their respective legal counsel as to the matters set forth in this Agreement, or have knowingly chosen not to consult legal counsel as to the matters set forth in this Agreement; and, (iii) they have freely signed this Agreement without any reliance upon any agreement, promise, statement or representation by or on behalf of the other party, or their respective agents, employees, or attorneys, except as specifically set forth in this Agreement, and without duress or coercion, whether economic or otherwise.

617. Time of Essence. Time is expressly made of the essence with respect to the performance by Authority and the Developer of each and every obligation and condition of this Agreement.

618. Cooperation. Each party agrees to cooperate with the other in this transaction and, in that regard, to sign any and all documents which may be reasonably necessary, helpful, or appropriate to carry out the purposes and intent of this Agreement including, but not limited to, releases or additional agreements.

619. Conflicts of Interest. No member, official or employee of Authority shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested.

620. Time for Acceptance of Agreement by Authority. This Agreement, when executed by the Developer and delivered to Authority, must be authorized, executed and delivered by Authority on or before thirty (30) days after execution and delivery of this Agreement by the Developer or this Agreement shall be void, unless the Developer shall consent in writing to a further extension of time for the authorization, execution and delivery of this Agreement.

IN WITNESS WHEREOF, Authority and the Developer have executed this Loan Agreement as of the Effective Date of this Loan Agreement.

DEVELOPER

**WHEN LIFE HANDS YOU MORE
LEMONS, LP**, a California limited partnership

By: Ocean Park Community Center,
Dbas The People Concern
a California nonprofit public benefit corporation

Its Managing General Partner

Dated: _____

By: _____
John Maceri
Executive Director

By: InSite Development, LLC,
a California limited liability company

Its Co-General Partner

Dated: _____

By: _____
Steven Eglash
Managing Member

**LANCASTER HOUSING AUTHORITY, a public
body corporate and politic**

Dated: _____

By: _____
Executive Director

APPROVED AS TO FORM:

Elizabeth Brubaker
Deputy Executive Director

ATTEST:

Britt Avrit, CMC
Authority Secretary

APPROVED AS TO FORM:

Allison E. Burns, Esq.
Stradling Yocca Carlson & Rauth
Authority General Counsel

ATTACHMENT NO. 1

SITE LEGAL DESCRIPTION

PARCEL 2

THAT PORTION OF PARCEL 3 OF PARCEL MAP NO. 14651, IN THE CITY OF LANCASTER, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 158, PAGES 1 THROUGH 4 INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID PARCEL 3; THENCE ALONG THE WEST LINE OF SAID PARCEL 3, NORTH 00°00'13" EAST A DISTANCE OF 253.97 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID WEST LINE, NORTH 90°00'00" EAST A DISTANCE OF 272.26; THENCE NORTH 13°06'24" WEST A DISTANCE OF 90.23 FEET; THENCE NORTH 10°59'23" EAST A DISTANCE OF 166.59 FEET; THENCE NORTH 12°25'18" WEST A DISTANCE OF 137.30 FEET; THENCE NORTH 00°00'00" WEST A DISTANCE OF 60.76 FEET; THENCE SOUTH 90°00'00" WEST A DISTANCE OF 253.99 FEET TO SAID WEST LINE OF PARCEL 3, THENCE ALONG SAID WEST LINE, SOUTH 00°00'13" WEST A DISTANCE OF 446.28 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 2.72 ACRES, MORE OR LESS.

SAID ABOVE DESCRIBED PARCEL ALSO KNOWN AS PARCEL 2 OF PARCEL MAP NO. 82267.

ATTACHMENT NO. 2

AUTHORITY LOAN PROMISSORY NOTE

\$472,379.00

September 11, 2018

Lancaster, California

FOR VALUE RECEIVED, WHEN LIFE HANDS YOU MORE LEMONS, LP, a California limited partnership (“Developer”), promises to pay to the **LANCASTER HOUSING AUTHORITY**, a public body corporate and politic (the “Authority”), or order at the Authorities’ office at 44933 North Fern Avenue, Lancaster, California 93534, or such other place as the Authority may designate in writing, the principal sum of Four Hundred Seventy Two Thousand Three Hundred Seventy Nine Dollars (\$472,379) (the “Note Amount”), in currency of the United States of America, which at the time of payment is lawful for the payment of public and private debts.

1. Agreement. This Authority Loan Promissory Note (the “Note”) is given in accordance with that certain Loan Agreement executed by the Authority and the Developer, dated as of September 11, 2018, (the “Agreement”). The rights and obligations of the Developer and the Authority under this Note shall be governed by the Agreement and by the additional terms set forth in this Note.

2. Interest & Repayment of Note. All interest and principal of the Authority Loan is due and payable upon transfer of title or sale of property. No interest shall accrue with respect to the Authority Loan Promissory Note during the period commencing on the Date of Disbursement and ending on the last day of the month that is twenty-four months after the Date of Disbursement (“No Accrual Period”). Commencing on the first day of the first month following the “No Accrual Period”, the Authority Loan shall bear interest at the rate of one percent (1%) per annum for a period of sixty months (the “First Accrual Period”). Commencing on the first day of the first month following the “First Accrual Period”, the Authority Loan shall bear interest at the rate of two percent (2%) per annum for a period of sixty months (the “Second Accrual Period”). Commencing on the first day of the first month following the “Second Accrual Period”, the Authority Loan shall bear interest at the rate of three percent (3%) per annum for the remaining forty-three (43) years for a total loan term of fifty-five (55) years. The principal and all interest accrued thereon shall be all due and payable fifty-five (55) years following the Date of Disbursement. The Developer may repay the Authority Loan in part or in full at any time without penalty. Failure to declare such amounts due shall not constitute waiver on the part of the Authority of any of its rights hereunder. Notwithstanding the foregoing, the full Note Amount may be accelerated as set forth in Section 11 below.

3. Security. This Note is secured by a Deed of Trust With Assignment of Leases and Rents, Security Agreement, Financing Statement, and Fixture Filing (the “Authority Loan Deed of Trust”) dated as of the same date as this Note.

4. Waivers

(a) Developer expressly agrees that this Note or any payment hereunder may be extended from time to time at the Authority's sole discretion and that the Authority may accept security in consideration for any such extension or release any security for this Note at its sole discretion.

(b) No extension of time for payment of this Note made by agreement by the Authority with any person now or hereafter liable for the payment of this Note shall operate to release, discharge, modify, change or affect the original liability of Developer under this Note, either in whole or in part.

(c) The obligations of Developer under this Note shall be absolute and Developer waives any and all rights to offset, deduct, or withhold any payments or charges due under this Note for any reasons whatsoever.

(d) Developer waives presentment, demand, notice of protest and nonpayment, notice of default or delinquency, notice of acceleration, notice of costs, expenses or leases or interest thereon, notice of dishonor, diligence in collection or in proceeding against any of the rights or interests in or to properties securing this Note, and the benefit of any exemption under any homestead exemption laws, if applicable.

(e) No previous waiver and no failure or delay by Authority in acting with respect to the terms of this Note or the Authority Loan Deed of Trust shall constitute a waiver of any breach, default, or failure or condition under this Note, the Authority Loan Deed of Trust or the obligations secured thereby. A waiver of any term of this Note, the Authority Loan Deed of Trust or of any of the obligations secured thereby must be made in writing and shall be limited to the express written terms of such waiver.

5. Attorneys' Fees and Costs. Developer agrees that, if any amounts due under this Note are not paid when due, to pay in addition, all costs and expenses of collection and reasonable attorneys' fees paid or incurred in connection with the collection or enforcement of this Note, whether or not suit is filed.

6. Joint and Several Obligation. This Note is the joint and several obligation of all makers, sureties, guarantors and endorsers, if any, and shall be binding upon them and their heirs, successors and assigns.

7. Amendments and Modifications. This Note may not be changed orally, but only by an amendment in writing signed by Developer and by the Authority.

8. Authority May Assign. Authority may, at its option, assign its right to receive payment under this Note without necessity of obtaining the consent of the Developer.

9. Developer Assignment Prohibited. Except in connection with transfers permitted pursuant to Section 603 of the Agreement, in no event shall Developer assign or transfer any portion of Developer's obligations under this Note without the prior express written consent of the Authority, which consent will not be unreasonably withheld .

10. Terms. Any terms not separately defined herein shall have the same meanings as set forth in the Agreement.

11. Acceleration and Other Remedies. Upon: (a) the occurrence of an Event of Default as defined in the Agreement, or (b) Developer selling, contracting to sell, giving an option to purchase, conveying, leasing of all or substantially all of the Property (other than leases of individual units, further encumbering or mortgaging, assigning or alienating any of the Property whether directly or indirectly whether voluntarily or involuntarily or by operation of law, or any interest in the Property, or suffering its title, or any interest in the Property to be divested, whether voluntarily or involuntarily, without the consent of the Authority as set forth in Section 603 of the Agreement, except for such transfers which are permitted pursuant to Section 603 of the Agreement, Authority may, at Authority's option, declare the outstanding principal amount of this Note, together with the then accrued and unpaid interest thereon and other charges hereunder, and all other sums secured by the Authority Loan Deed of Trust, to be due and payable immediately, and upon such declaration, such principal and interest and other sums shall immediately become due and payable without demand or notice, all as further set forth in the Authority Loan Deed of Trust. All costs of collection, including, but not limited to, reasonable attorneys' fees and all expenses incurred in connection with protection of, or realization on, the security for this Note, may be added to the principal hereunder, and shall accrue interest as provided herein. Authority shall at all times have the right to proceed against any portion of the security for this Note in such order and in such manner as Authority may consider appropriate, without waiving any rights with respect to any of the security. Any delay or omission on the part of the Authority in exercising any right hereunder, under the Agreement or under the Authority Loan Deed of Trust shall not operate as a waiver of such right, or of any other right. No single or partial exercise of any right or remedy hereunder or under the Agreement or any other document or agreement shall preclude other or further exercises thereof, or the exercise of any other right or remedy. The acceptance of payment of any sum payable hereunder, or part thereof, after the due date of such payment shall not be a waiver of Authority's right to either require prompt payment when due of all other sums payable hereunder or to declare an Event of Default for failure to make prompt or complete payment.

12. Consents. Developer hereby consents to: (a) any renewal, extension or modification (whether one or more) of the terms of the Agreement or the terms or time of payment under this Note, (b) the release or surrender or exchange or substitution of all or any part of the security, whether real or personal, or direct or indirect, for the payment hereof, (c) the granting of any other indulgences to Developer, and (d) the taking or releasing of other or additional parties primarily or contingently liable hereunder. Any such renewal, extension, modification, release, surrender, exchange or substitution may be made without notice to Developer or to any endorser, guarantor or surety hereof, and without affecting the liability of said parties hereunder.

13. Successors and Assigns. Whenever "Authority" is referred to in this Note, such reference shall be deemed to include the Lancaster Redevelopment Authority and its successors and assigns, including, without limitation, any subsequent assignee or holder of this Note. All covenants, provisions and agreements by or on behalf of Developer, and on behalf of any makers, endorsers, guarantors and sureties hereof which are contained herein shall inure to the benefit of

the Authority and Authority's successors and assigns.

14. Usury. It is the intention of Developer and Authority to conform strictly to the Interest Law, as defined below, applicable to this loan transaction. Accordingly, it is agreed that notwithstanding any provision to the contrary in this Note, or in any of the documents securing payment hereof or otherwise relating hereto, the aggregate of all interest and any other charges or consideration constituting interest under the applicable Interest Law that is taken, reserved, contracted for, charged or received under this Note, or under any of the other aforesaid agreements or otherwise in connection with this loan transaction, shall under no circumstances exceed the maximum amount of interest allowed by the Interest Law applicable to this loan transaction. If any excess of interest in such respect is provided for in this Note, or in any of the documents securing payment hereof or otherwise relating hereto, then, in such event:

(a) the provisions of this paragraph shall govern and control;

(b) neither Developer nor Developer's heirs, legal representatives, successors or assigns shall be obligated to pay the amount of such interest to the extent that it is in excess of the maximum amount of interest allowed by the Interest Law applicable to this loan transaction;

(c) any excess shall be deemed canceled automatically and, if theretofore paid, shall be credited on this Note by Authority or, if this Note shall have been paid in full, refunded to Developer; and

(d) the effective rate of interest shall be automatically subject to reduction to the Maximum Legal Rate of Interest (as defined below) allowed under such Interest Law, as now or hereafter construed by courts of appropriate jurisdiction. To the extent permitted by the Interest Law applicable to this loan transaction, all sums paid or agreed to be paid to Authority for the use, forbearance or detention of the indebtedness evidenced hereby shall be amortized, prorated, allocated and spread throughout the full term of this Note. For purposes of this Note, "Interest Law" shall mean any present or future law of the State of California, the United States of America, or any other jurisdiction, which has application to the interest and other charges under this Note. The "Maximum Legal Rate of Interest" shall mean the maximum rate of interest that Authority may from time to time charge Developer, and against which Developer would have no claim or defense of usury under the Interest Law.

15. No Personal Liability. In the event of any default under the terms of this Note or the Authority Loan Deed of Trust, the sole recourse of the Authority for any and all such defaults shall be by judicial foreclosure or by the exercise of the trustee's power of sale, and neither the Developer nor any of its partners, members, directors or officers shall be personally liable for the payment of this Note or for the payment of any deficiency established after judicial foreclosure or trustee's sale; provided, however, that the foregoing shall not in any way affect any rights the Authority may have (as a secured party or otherwise) hereunder or under the Agreement or Authority Loan Deed of Trust to (a) recover directly from Developer any amounts secured by the Authority Loan Deed of Trust, or any funds, damages or costs (including without limitation reasonable attorneys' fees and costs) incurred by Authority as a result of fraud, intentional misrepresentation or bad faith waste; or (b) recover directly from the Developer any condemnation or insurance proceeds, or other similar funds or payments attributable to the

Property which under the terms of the Authority Loan Deed of Trust should have been paid to the Authority, and any costs and expenses incurred by the Authority in connection with (a) or (b) above (including without limitation reasonable attorneys' fees and costs).

16. Subordination. The mortgage or deed of trust securing this Note is and shall be subject and subordinate in all respects to the license, terms, covenants and conditions of the Multifamily Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing as beneficiary executed by Developer, as Trustor, naming ZB, N.A. dba California Bank & Trust as beneficiary securing the Promissory Note as more fully set forth in the Subordination Agreement between ZB, N.A. dba California Bank & Trust and Authority. The rights and remedies of the payee and each subsequent holder of this Note under the Mortgage or deed of trust securing this Note are subject to the restrictions and limitations set forth in the Subordination Agreement. Each subsequent holder of this Note shall be deemed, by virtue of such holder's acquisition of the Note, to have agreed to perform and observe all of the terms, covenants and conditions to be performed or observed by the Subordinate Lender under the Subordination Agreement.

17. Miscellaneous. Time is of the essence hereof. This Note shall be governed by and construed under the laws of the State of California except to the extent Federal laws preempt the laws of the State of California. Developer acknowledges that this Note was entered into and is to be performed in the County of Los Angeles and irrevocably and unconditionally submits to the jurisdiction of the Superior Court of the State of California for the County of Los Angeles or the United States District Court of the Southern District of California, as Authority hereof may deem appropriate, or, if required, the Municipal Court of the State of California for the County of Los Angeles, in connection with any legal action or proceeding arising out of or relating to this Note. Developer also waives any objection regarding personal or in rem jurisdiction or venue.

DEVELOPER:

**WHEN LIFE HANDS YOU MORE
LEMONS, LP**, a California limited partnership

By: Ocean Park Community Center,
Dba The People Concern
a California nonprofit public benefit corporation

Its Managing General Partner

By: _____
John Maceri
Executive Director

[Signatures continued on next page.]

By: InSite Development, LLC,
a California limited liability company

Its Co-General Partner

Dated: _____

By: _____
Steven Eglash
Managing Member

ATTACHMENT NO. 3

RECORDING REQUESTED BY)
AND WHEN RECORDED RETURN TO:)
)
Lancaster Housing Authority)
44933 N. Fern Avenue)
Lancaster, California 93534)
Attention: Elizabeth Brubaker)

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

**AUTHORITY LOAN DEED OF TRUST
With Assignment of Leases and Rents, Security Agreement,
Financing Statement, and Fixture Filing**

THIS AUTHORITY LOAN DEED OF TRUST WITH ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT, FINANCING STATEMENT, AND FIXTURE FILING (“Authority Loan Deed of Trust”), made as of September 11, 2018, is made by and among **WHEN LIFE HANDS YOU MORE LEMONS, LP.**, a California limited partnership (“Trustor”), Lancaster Housing Authority (“Trustee”), and the **LANCASTER HOUSING AUTHORITY**, a public body, corporate and existing under laws of the State of California (“Beneficiary”). The addresses of the parties are set forth in Section 7.11 of this Authority Loan Deed of Trust.

ARTICLE I. GRANT IN TRUST

1.1 Grant. For the purposes of and upon the terms and conditions in this Authority Loan Deed of Trust, Trustor irrevocably grants, conveys and assigns to Trustee, in trust for the benefit of Beneficiary, with power of sale and right of entry and possession, all that real property located in the City of Lancaster, County of Los Angeles, State of California, described on Exhibit A attached hereto, together with all development rights or credits, air rights, water, water rights and water stock related to the real property, and all minerals, oil and gas, and other hydrocarbon substances in, on or under the real property, and tax reimbursements, appurtenances, easements, rights and rights of way appurtenant or related thereto, all buildings, other improvements and fixtures now or hereafter located on the real property now held or owned by Trustor, including, but not limited to, Trustor's interest in all apparatus, equipment, and appliances used in the operation or occupancy of the real property, it being intended by the parties that all such items shall be conclusively considered to be a part of the real property, whether or not attached or

affixed to the real property (the "Improvements"); and all interest or estate which Trustor may hereafter acquire in the property described above, and all additions and accretions thereto, and the proceeds of any of the foregoing; (all of the foregoing being collectively referred to as the "Subject Property"). The listing of specific rights or property shall not be interpreted as a limit of general terms

1.2 Address. The address of the Subject Property is 32nd Street West and Avenue I Lancaster, California. However, neither the failure to designate an address nor any inaccuracy in the address designated shall affect the validity or priority of the lien of this Authority Loan Deed of Trust on the Subject Property as described on Exhibit A.

ARTICLE II. OBLIGATIONS SECURED

2.1 Obligations Secured. Trustor makes this grant and assignment pursuant to a Loan Agreement between Trustor and Beneficiary dated August, (the "Agreement"), for the purpose of securing the following obligations ("Secured Obligations"):

(a) Payment to Beneficiary of all sums at any time owing under that certain Authority Loan Promissory Note ("Note") in the amount of Four Hundred Seventy Two Thousand Three Hundred Seventy Nine Dollars (\$472,379) of even date herewith, executed by Trustor, as maker, and payable to the order of Beneficiary, as holder; and

(b) Payment and performance of all covenants and obligations of Trustor under this Authority Loan Deed of Trust; and

(c) Payment and performance of all future advances and other obligations under the Note secured hereby that the then record Developer of all or part of the Subject Property may agree to pay and/or perform (whether as principal, surety or guarantor) for the benefit of Beneficiary, when such future advance or obligation is evidenced by a writing which recites that it is secured by this Authority Loan Deed of Trust; and

(d) All modifications, extensions and renewals of any of the obligations secured hereby, however evidenced, including, without limitation: (i) modifications of the required principal payment dates or interest payment dates or both, as the case may be, deferring or accelerating payment dates wholly or partly; and (ii) modifications, extensions or renewals at a different rate of interest whether or not, in the case of a note, the modification, extension or renewal is evidenced by a new or additional promissory note or notes.

2.2 Obligations. The term "obligations" is used herein in its broadest and most comprehensive sense and shall be deemed to include, without limitation, all interest and charges, prepayment charges, if any, late charges and loan fees at any time accruing or assessed on any of the Secured Obligations.

2.3 Incorporation. All terms of the Secured Obligations and the document evidencing such obligations are incorporated herein by this reference. All persons who may have or acquire an interest in the Subject Property shall be deemed to have notice of the terms of the Secured Obligations and to have notice, if applicable and provided therein, that: (a) the Note may

permit borrowing, repayment and re-borrowing so that repayments shall not reduce the amounts of the Secured Obligations; and (b) the rate of interest on one or more Secured Obligations may vary from time to time.

ARTICLE III. ASSIGNMENT OF LEASES AND RENTS

3.1 Assignment. Subject to the rights of senior lenders Trustor hereby irrevocably, absolutely, unconditionally, and presently assigns, transfers, conveys, sets over, and delivers to Beneficiary all of Trustor's right, title and interest in, to and under: (a) all leases of the Subject Property or any portion thereof, all licenses and agreements relating to the management, leasing or operation of the Subject Property or any portion thereof, and all other agreements of any kind relating to the use, enjoyment or occupancy of the Subject Property or any portion thereof, whether now existing or entered into after the date hereof ("Leases"); and (b) the rents, issues, deposits, income, revenues, royalties, earnings and profits of the Subject Property, including, without limitation, all amounts payable and all rights and benefits accruing to Trustor under the Leases, all oil, gas and other mineral royalties, and all rents, issues, deposits, income, revenues, royalties, earnings and profits arising from the use or operation of coin operated laundry machines, vending machines, and all other coin operated machines ("Payments"). The term "Leases" shall also include all guarantees of and security for the lessees' performance thereunder, and all amendments, extensions, renewals or modifications thereto which are permitted hereunder. This is a present, absolute, perfected, choate and unconditional assignment, not an assignment for security purposes only, and Beneficiary's right to the Leases and Payments is not contingent upon, and may be exercised without possession of, the Subject Property.

3.2 Grant of License. Beneficiary confers upon Trustor a license ("License") to collect and retain the Payments, as they become due and payable, until the occurrence of a Default (as hereinafter defined). Upon the occurrence and during the continuation of a Default, the License shall be automatically revoked and subject to the rights of senior lenders Beneficiary may collect and apply the Payments pursuant to Section 6.4 without further notice other than as required in Article VI hereof, without taking possession of the Subject Property, without having a receiver appointed, and without taking any other action. Trustor hereby irrevocably authorizes and directs the lessees under the Leases to rely upon and comply with any notice or demand by Beneficiary for the payment by such lessees directly to Beneficiary of any rental or other sums which may at any time become due under the Leases, or for the performance of any of the lessees' undertakings under the Leases, and the lessees shall have no right or duty to inquire as to whether any Default has actually occurred or is then existing hereunder. Trustor hereby relieves the lessees from any liability to Trustor by reason of relying upon and complying with any such notice or demand by Beneficiary.

3.3 Effect of Assignment. The foregoing irrevocable Assignment shall not cause Beneficiary to be: (a) a mortgagee in possession; (b) responsible or liable for the control, care, management or repair of the Subject Property or for performing any of the terms, agreements, undertakings, obligations, representations, warranties, covenants and conditions of the Leases; or (c) responsible or liable for any waste committed on the Subject Property by the lessees under any of the Leases or any other parties; for any dangerous or defective condition of the Subject Property; or for any negligence in the management, upkeep, repair or control of the Subject

Property resulting in loss or injury or death to any lessee, licensee, employee, invitee or other person. Beneficiary shall not directly or indirectly be liable to Trustor or any other person as a consequence of: (i) the exercise or failure to exercise any of the rights, remedies or powers granted to Beneficiary hereunder or; (ii) the failure or refusal of Beneficiary to perform or discharge any obligation, duty or liability of Trustor arising under the Leases.

3.4 Covenants. Trustor covenants and agrees, at Trustor's sole cost and expense, to: (a) perform the obligations of lessor contained in the Leases and enforce by all available remedies performance by the lessees of the obligations of the lessees contained in the Leases; (b) upon Beneficiary's written request give Beneficiary prompt written notice of any default which occurs with respect to any of the Leases, whether the default be that of the lessee or of the lessor; (c) deliver to Beneficiary fully executed, counterpart original(s) of each and every Lease, if requested to do so; and (d) execute and record such additional assignments of any Lease or specific subordination of any Lease to this Authority Loan Deed of Trust, in form and substance acceptable to Beneficiary, as Beneficiary may request. Trustor shall not, without Beneficiary's prior written consent: (i) enter into any Leases after the date of this Assignment other than for occupancy of portions of the Subject Property; (ii) execute any other assignment relating to any of the Leases except to construction loans and permanent loans and refinancing of those loans which have been approved by Beneficiary or are permitted pursuant to the Agreement; (iii) discount any rent or other sums due under the Leases or collect the same in advance, other than to collect rent one (1) month in advance of the time when it becomes due; (iv) terminate, modify or amend any of the terms of the Leases or in any manner release or discharge the lessees from any obligations thereunder, except in the ordinary course of business; or (v) subordinate or agree to subordinate any of the Leases to any other deed of trust or encumbrance except to construction loans and permanent loans which have been approved by Beneficiary or are permitted pursuant to the Agreement. Any such attempted action in violation of the provisions of this Section 3.4 shall be null and void.

ARTICLE IV. SECURITY AGREEMENT, FINANCING STATEMENT, AND FIXTURE FILING

4.1 Security Interest. Trustor hereby grants and assigns to Beneficiary as of the recording date of this Deed of Trust a security interest, to secure payment and performance of all of the Secured Obligations, in all of Trustor's interest in the following described personal property in which Trustor now or at any time hereafter has any interest ("Collateral"):

All goods, building and other materials, supplies, work in process, equipment, machinery, fixtures, furniture, furnishings, signs and other personal property, wherever situated, which are or are to be incorporated into, used in connection with, or appropriated for use on all or any part of the Subject Property (to the extent the same are not effectively made a part of the Subject Property pursuant to Section 1. 1 above); together with all rents, issues, deposits and profits of the Subject Property (to the extent, if any, they are not subject to Article II); all inventory, accounts, cash receipts, deposit accounts, accounts receivable, contract rights, general intangibles, chattel paper, instruments, documents, notes, drafts, letters of credit, insurance policies, insurance and condemnation awards and proceeds, any other rights to the payment of money, trade names, trademarks and service marks arising from or related to the Subject Property or any business now or hereafter

conducted thereon by Trustor; all permits, consents, approvals, licenses, authorizations and other rights granted by, given by or obtained from, any governmental entity with respect to the Subject Property; all deposits or other security now or hereafter made with or given to utility companies by Trustor with respect to the Subject Property; all advance payments of insurance premiums made by Trustor with respect to the Subject Property; all plans, drawings and specifications relating to the Subject Property; all loan funds held by Beneficiary, whether or not disbursed; all funds deposited with Beneficiary pursuant to any loan agreement; all reserves, deferred payments, deposits, accounts, refunds, cost savings and payments of any kind related to the Subject Property or any portion thereof; together with all replacements and proceeds of, and additions and accessions to, any of the foregoing together with all books, records and files relating to any of the foregoing.

As to all of the above described personal property which is or which hereafter becomes a "fixture" under applicable law, this Authority Loan Deed of Trust constitutes a fixture filing under Section 9313, Section 9402(6), and all other applicable sections of the California Uniform Commercial Code, as amended or recodified from time to time, and is acknowledged and agreed to be a "construction mortgage" under such Sections.

4.2 Representations and Warranties. Trustor represents and warrants that: (a) Trustor has, or will have, good title to the Collateral; (b) except with respect to the security interest of the seller, the construction lender, and any permanent lender, Trustor has not previously assigned or encumbered the Collateral, and no financing statement covering any of the Collateral has been delivered to any other person or entity except the Authority; and (c) Trustor's principal place of business is located at the address shown in Section 7.11.

4.3 Rights of Beneficiary. In addition to Beneficiary's rights as a "Secured Party" under the California Uniform Commercial Code, as amended or recodified from time to time ("UCC"), Beneficiary may, but shall not be obligated to, at any time without notice and at the expense of Trustor: (a) give notice to any person of Beneficiary's rights hereunder and enforce such rights at law or in equity; (b) insure, protect, defend and preserve the Collateral or any rights or interests of Beneficiary therein; (c) inspect the Collateral; and (d) endorse, collect and receive any right to payment of money owing to Trustor under or from the Collateral. Notwithstanding the above, in no event shall Beneficiary be deemed to have accepted any property other than cash in satisfaction of any obligation of Trustor to Beneficiary unless Beneficiary shall make an express written election of said remedy under UCC §9505, or other applicable law.

4.4 Rights of Beneficiary on Default. Upon the occurrence of a Default under this Authority Loan Deed of Trust, then; in addition to all of Beneficiary's rights as a "Secured Party" under the UCC or otherwise at law:

(a) Beneficiary may (i) upon written notice, require Trustor to assemble any or all of the Collateral and make it available to Beneficiary at a place designated by Beneficiary; (ii) without prior notice, enter upon the Subject Property or other place where any of the Collateral may be located and take possession of, collect, sell, and dispose of any or all of the Collateral, and store the same at locations acceptable to Beneficiary at Trustor's expense; (iii) sell, assign and deliver at any place or in any lawful manner all or any part of the Collateral and bid and become purchaser at any such sales; and

(b) Beneficiary may, for the account of Trustor and at Trustor's expense: (i) operate, use, consume, sell or dispose of the Collateral as Beneficiary deems appropriate for the purpose of performing any or all of the Secured Obligations; (ii) enter into any agreement, compromise, or settlement, including insurance claims, which Beneficiary may deem desirable or proper with respect to any of the Collateral; and (iii) endorse and deliver evidences of title for, and receive, enforce and collect by legal action or otherwise, all indebtedness and obligations now or hereafter owing to Trustor in connection with or on account of any or all of the Collateral.

Notwithstanding any other provision hereof, Beneficiary shall not be deemed to have accepted any property other than cash in satisfaction of any obligation of Trustor to Beneficiary unless Trustor shall make an express written election of said remedy under UCC §9505, or other applicable law.

4.5 Possession and Use of Collateral. Except as otherwise provided in this Section or the other Loan Documents (as defined in Section 6.2(h), below), so long as no Default exists under this Authority Loan Deed of Trust or any of the Loan Documents, Trustor may possess, use, move, transfer or dispose of any of the Collateral in the ordinary course of Trustor's business and in accordance with the Loan Documents.

ARTICLE V. RIGHTS AND DUTIES OF THE PARTIES

5.1 Title. Trustor represents and warrants that, except as disclosed to Beneficiary in writing, Trustor lawfully holds and possesses fee simple title to the Subject Property without limitation on the right to encumber, and that, upon funding of the permanent loan, this Authority Loan Deed of Trust will be a third lien on the Subject Property and on the Collateral.

5.2 Taxes and Assessments. Subject to Trustor's rights to contest payment of taxes, Trustor shall pay prior to delinquency all taxes, assessments, levies and charges imposed by any public or quasi-public authority or utility company which are or which may become a lien upon or cause a loss in value of the Subject Property or any interest therein. Trustor shall also pay prior to delinquency all taxes, assessments, levies and charges imposed by any public authority upon Beneficiary by reason of its interest in any Secured Obligation or in the Subject Property, or by reason of any payment made to Beneficiary pursuant to any Secured Obligation; provided however, Trustor shall have no obligation to pay taxes which may be imposed from time to time upon Beneficiary and which are measured by and imposed upon Beneficiary's net income.

5.3 Performance of Secured Obligations. Trustor shall promptly pay and perform each Secured Obligation when due.

5.4 Liens, Encumbrances and Charges. Trustor shall immediately discharge any lien not approved by Beneficiary in writing that has or may attain priority over this Authority Loan Deed of Trust. Trustor shall pay when due all obligations secured by or reducible to liens and encumbrances which shall now or hereafter encumber or appear to encumber all or any part of the Subject Property or any interest therein, whether senior or subordinate hereto.

5.5 Damages, Insurance and Condemnation Proceeds.

(a) The following (whether now existing or hereafter arising) are all absolutely and irrevocably assigned by Trustor to Beneficiary and, at the request of Beneficiary, shall be paid directly to Beneficiary: (i) all awards of damages and all other compensation payable directly or indirectly by reason of a condemnation or proposed condemnation for public or private use affecting all or any part of, or any interest in, the Subject Property; (ii) all other claims and awards for damages to, or decrease in value of, all or any part of, or any interest in, the Subject Property; (iii) all proceeds of any insurance policies payable by reason of loss sustained to all or any part of the Subject Property; and (iv) all interest which may accrue on any of the foregoing. Subject to applicable law and rights of senior lenders, and without regard to any requirement contained in Section 5.6(d), Beneficiary may at its discretion apply all or any of the proceeds it receives to its expenses in settling, prosecuting or defending any claim and may apply the balance to the Secured Obligations in any order, and/or Beneficiary may release all or any part of the proceeds to conditions Beneficiary may impose. During the continuance of a Default Beneficiary may commence, appear in, defend or prosecute any assigned claim or action and may adjust, compromise, settle and collect all claims and awards assigned to Beneficiary; provided, however, that if Beneficiary fails to pursue any such claim, Beneficiary shall assign or permit Trustor to pursue such claim upon Trustor's request, and in no event shall Beneficiary be responsible for any failure to collect any claim or award, regardless of the cause of the failure.

(b) Beneficiary shall permit insurance or condemnation proceeds held by Beneficiary to be used for repair or restoration but may condition such application upon reasonable conditions, including, without limitation: (i) the deposit with Beneficiary (or a senior lender) of such additional funds which Beneficiary determines, based upon qualified third-party estimates, are needed to pay all cost of the repair or restoration, (including, without limitation, taxes, financing charges, insurance and rent during the repair period); (ii) the establishment of an arrangement for lien releases and disbursement of funds acceptable to Beneficiary; (iii) the delivery to Beneficiary of plans and specifications for the work, a contract for the work signed by a contractor acceptable to Beneficiary and a cost breakdown for the work, all of which shall be acceptable to Beneficiary; and (iv) the delivery to Beneficiary of evidence acceptable to Beneficiary (aa) that after completion of the work the income from the Subject Property will be sufficient to pay all expenses and debt service for the Subject Property; (bb) that upon completion of the work, the size, capacity and total value of the Subject Property will be at least as great as it was before the damage or condemnation occurred, subject to City laws, ordinances, regulations and standards then in effect; (cc) that there has been no material adverse change in the financial condition or credit of Trustor since the date of this Authority Loan Deed of Trust; Trustor hereby acknowledges that the conditions described above are reasonable.

5.6 Maintenance and Preservation of the Subject Property. Trustor covenants: (a) to insure the Subject Property against such risks as Beneficiary may reasonably require and, at Beneficiary's reasonable request, to provide evidence of such insurance to Beneficiary's, and to comply with the requirements of any insurance companies insuring the Subject Property; (b) to keep the Subject Property in good condition and repair; (c) except with Beneficiary's prior written consent, not to remove or demolish the Subject Property or any part thereof, (d) to complete or restore promptly and in good and workmanlike manner the Subject Property, or any part thereof which may be damaged or destroyed, except to the extent that the damage or

destruction is due to a casualty which Trustor is not required to insure against and in fact does not insure against, or to the extent that insurance proceeds are not made available to Trustor; (e) to comply with all laws, ordinances, regulations and standards, and all covenants, conditions, restrictions and equitable servitude's, whether public or private, of every kind and character which affect the Subject Property and pertain to acts committed or conditions existing thereon, including, without limitation, any work, alteration, improvement or demolition mandated by such laws, covenants or requirements; (f) not to commit or permit waste of the Subject Property; and (g) to do all other acts which from the character or use of the Subject Property may be reasonably necessary to maintain and preserve its value.

5.7 Defense and Notice of Losses, Claims, and Actions. At Trustor's sole expense, Trustor shall protect, preserve and defend the Subject Property and title to and right of possession of the Subject Property, the security hereof and the rights and powers of Beneficiary and Trustee hereunder against all adverse claims. Trustor shall give Beneficiary and Trustee prompt notice in writing of the assertion of any claim, of the filing of any action or proceeding, of the occurrence of any damage to the Subject Property and of any condemnation offer or action.

5.8 Acceptance of Trust, Powers and Duties of Trustee. Trustee accepts this trust when this Authority Loan Deed of Trust is recorded. From time to time upon written request of Beneficiary and presentation of this Authority Loan Deed of Trust or a certified copy thereof for endorsement, and without affecting the personal liability of any person for payment of any indebtedness or performance of any obligations secured hereby, Trustee may, without liability therefor and without notice, reconvey all or any part of the Subject Property. Except as may be required by applicable law, Trustee or Beneficiary may from time to time apply to any court of competent jurisdiction for aid and direction in the execution of the trust hereunder and the enforcement of the rights and remedies available hereunder, and may obtain orders or decrees directing or confirming or approving acts in the execution of said trust and the enforcement of said remedies. Trustee has no obligation to notify any party of any pending sale or any action or proceeding, including, without limitation, actions in which Trustor, Beneficiary or Trustee shall be a party unless held or commenced and maintained by Trustee under this Authority Loan Deed of Trust. Trustee shall not be obligated to perform any act required of it hereunder unless the performance of the act is requested in writing and Trustee is reasonably indemnified and held harmless against loss, cost, liability or expense.

5.9 Compensation: Exculpation; Indemnification.

(a) Trustor shall pay Trustee's reasonable fees and reimburse Trustee for reasonable expenses in the administration of this trust, including reasonable attorneys' fees. Trustor shall pay to Beneficiary reasonable compensation for services rendered concerning this Authority Loan Deed of Trust, including without limit any statement of amounts owing under any Secured Obligation. Beneficiary shall not directly or indirectly be liable to Trustor or any other person as a consequence of (i) the exercise of the rights, remedies or powers granted to Beneficiary in this Authority Loan Deed of Trust; (ii) the failure or refusal of Beneficiary to perform or discharge any obligation or liability of Trustor under to the Subject Property or under this Authority Loan Deed of Trust; or (iii) any loss sustained by Trustor or any third party resulting from Beneficiary's failure to lease the Subject Property after a Default or from any other act or omission of Beneficiary in managing the Subject Property after a Default unless the loss is

caused by the gross negligence or willful misconduct of Beneficiary and no such liability shall be asserted against or imposed upon Beneficiary, and all such liability is hereby expressly waived and released by Trustor.

(b) Trustor indemnifies Trustee and Beneficiary against, and holds Trustee and Beneficiary harmless from, all losses, damages, liabilities, claims, causes of action, judgments, court costs, attorneys' fees and other legal expenses, cost of evidence of title, cost of evidence of value, and other expenses which either may suffer or incur: (i) by reason of this Authority Loan Deed of Trust; (ii) by reason of the execution of this trust or in performance of any act required or permitted hereunder or by law; or (iii) as a result of any failure of Trustor to perform Trustor's obligations, except to the extent such matters which are caused as a result of the gross negligence or willful misconduct of Beneficiary or Trustee. The above obligation of Trustor to indemnify and hold harmless Trustee and Beneficiary shall survive the release and cancellation of the Secured Obligations and the release and reconveyance or partial release and reconveyance of this Authority Loan Deed of Trust.

(c) Trustor shall pay all amounts and indebtedness arising under this Section 5.9 immediately upon demand by Trustee or Beneficiary, together with interest thereon from the date the indebtedness arises at the rate of interest applicable to the principal balance of the Note as specified therein.

5.10 Substitution of Trustees. From time to time, by writing, signed and acknowledge by Beneficiary and recorded in the Office of the Recorder of the County in which the Subject Property is situated, Beneficiary may appoint another trustee to act in the place and stead of Trustee or any successor. Such writing shall set forth any information required by law. The recordation of such instrument of substitution shall discharge Trustee herein named and shall appoint the new trustee as the trustee hereunder with the same effect as if originally named Trustee herein. A writing recorded pursuant to the provisions of this Section 5.10 shall be conclusive proof of the proper substitution of such new Trustee.

5.11 Due on Sale or Encumbrance. Absent consent required pursuant to the terms of the Loan Documents, if the Subject Property or any interest therein shall be sold, transferred, mortgaged, assigned, further encumbered or leased, whether directly or indirectly, whether voluntarily, involuntarily or by operation of law, without the prior written consent of Beneficiary, or as otherwise permitted pursuant to the Agreement, then Beneficiary, in its sole discretion, may declare all Secured Obligations immediately due and payable. Nothing herein shall prohibit the sale of partnership interests in Trustor or the admission of additional partners or members in Trustor.

5.12 Releases, Extensions, Modifications and Additional Security. Without notice to or the consent, approval or agreement of any persons or entities having any interest at any time in the Subject Property or in any manner obligated under the Secured Obligations ("Interested Parties"), Beneficiary may, from time to time, release any person or entity from liability for the payment or performance of any Secured Obligation, take any action or make any agreement extending the maturity or otherwise altering the terms or increasing the amount of any Secured Obligation, or accept additional security or release all or a portion of the Subject Property and other security for the Secured Obligations. None of the foregoing actions shall release or reduce

the personal liability of any of said Interested Parties, or release or impair the priority of the lien of this Authority Loan Deed of Trust upon the Subject Property.

5.13 Reconveyance. Upon Beneficiary's written request, and upon surrender to Trustee for cancellation of this Authority Loan Deed of Trust or a certified copy thereof and any note, instrument, or instruments setting forth all obligations secured hereby, Trustee shall reconvey, without warranty, the Subject Property or that portion thereof then held hereunder. To the extent permitted by law, the reconveyance may describe the grantee as "the person or persons legally entitled thereto" and the recitals of any matters or facts in any reconveyance executed hereunder shall be conclusive proof of the truthfulness thereof. Neither Beneficiary nor Trustee shall have any duty to determine the rights of persons claiming to be rightful grantees of any reconveyance. When the Subject Property has been fully reconveyed, the last such reconveyance shall operate as a reassignment of all future rents, issues and profits of the Subject Property to the person or persons legally entitled thereto.

5.14 Subrogation. Beneficiary shall be subrogated to the lien of all encumbrances, whether released of record or not, paid in whole or in part by Beneficiary pursuant to this Authority Loan Deed of Trust or by the proceeds of any loan secured by this Authority Loan Deed of Trust.

5.15 Right of Inspection. Beneficiary, its agents and employees, may enter the Subject Property at any reasonable time, upon reasonable advance notice, except in cases of emergency, for the purpose of inspecting the Subject Property and ascertaining Trustor's compliance with the terms hereof.

ARTICLE VI. DEFAULT PROVISIONS

6.1 Default. For all purposes hereof, the term "Default" shall mean (a) at Beneficiary's option, the failure of Trustor to make any payment of principal or interest on the Note or to pay any other amount due hereunder or under the Note within ten (10) days of receiving written notice from Beneficiary, whether at maturity, by acceleration or otherwise; (b) the failure of Trustor to perform any non-monetary obligation hereunder, or the failure to be true of any representation or warranty of Trustor contained herein and the continuance of such failure for thirty (30) days after written notice from Beneficiary, or within any longer grace period as is reasonably necessary to cure the Default, if any, allowed in the Agreement for such failure, or (c) the existence of any Default or Event of Default as defined in the Agreement.

6.2 Rights and Remedies. At any time after Default, Beneficiary and Trustee shall each have all the following rights and remedies:

(a) With or without notice, to declare all Secured Obligations immediately due and payable;

(b) With or without notice, and without releasing Trustor from any Secured Obligation, and without becoming a mortgagee in possession, to cure any breach or Default of Trustor and, in connection therewith, to enter upon the Subject Property and do such acts and things as Beneficiary or Trustee deem necessary or desirable to protect the security hereof,

including, without limitation: (i) to appear in and defend any action or proceeding purporting to affect the security of this Authority Loan Deed of Trust or the rights or powers of Beneficiary or Trustee under this Authority Loan Deed of Trust; (ii) to pay, purchase, contest or compromise any encumbrance, charge, lien or claim of lien which, in the sole judgment of either Beneficiary or Trustee, is or may be senior in priority to this Authority Loan Deed of Trust, the judgment of Beneficiary or Trustee being conclusive as between the parties hereto; (iii) to obtain insurance; (iv) to pay any premiums or charges with respect to insurance required to be carried under this Authority Loan Deed of Trust; or (v) to employ counsel, accountants, contractors, and other appropriate persons.

(c) To commence and maintain an action or actions in any court of competent jurisdiction to foreclose this instrument as a mortgage or to obtain specific enforcement of the covenants of Trustor hereunder, and Trustor agrees that such covenants shall be specifically enforceable by injunction or any other appropriate equitable remedy and that for the purposes of any suit brought under this subparagraph, Trustor waives the defense of laches and any applicable statute of limitations;

(d) To apply to a court of competent jurisdiction for and obtain appointment of a receiver of the Subject Property as a matter of strict right and without regard to the adequacy of the security for the repayment of the Secured Obligations, the existence of a declaration that the Secured Obligations are immediately due and payable, or the filing of a notice of default, and Trustor hereby consents to such appointment;

(e) To enter upon, possess, manage and operate the Subject Property or any part thereof, to take and possess all documents, books, records, papers and accounts of Trustor or the then Developer of the Subject Property, to make, terminate, enforce or modify the Leases of the Subject Property upon such terms and conditions as Beneficiary deems proper, to make repairs, alterations and improvements to the Subject Property as necessary, in Trustee's or Beneficiary's sole judgment, to protect or enhance the security hereof;

(f) To execute a written notice of such Default and of its election to cause the Subject Property to be sold to satisfy the Secured Obligations. As a condition precedent to any such sale, Trustee shall give and record such notice as the law then requires. When the minimum period of time required by law after such notice has elapsed, Trustee, without notice to or demand upon Trustor except as required by law, shall sell the Subject Property at the time and place of sale fixed by it in the notice of sale, at one or several sales, either as a whole or in separate parcels and in such manner and order, all as Beneficiary in its sole discretion may determine, at public auction to the highest bidder for cash, in lawful money of the United States, payable at time of sale. Neither Trustor nor any other person or entity other than Beneficiary shall have the right to direct the order in which the Subject Property is sold. Subject to requirements and limits imposed by law, Trustee may from time to time postpone sale of all or any portion of the Subject Property by public announcement at such time and place of sale. Trustee shall deliver to the purchaser at such sale a deed conveying the Subject Property or portion thereof so sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustee, Trustor or Beneficiary may purchase at the sale;

(g) To resort to and realize upon the security hereunder and any other security now or later held by Beneficiary concurrently or successively and in one or several consolidated or independent judicial actions or lawfully taken non-judicial proceedings, or both, and to apply the proceeds received upon the Secured Obligations all in such order and manner as Trustee and Beneficiary, or either of them, determine in their sole discretion.

(h) To pursue any other rights and remedies available to Beneficiary or Trustee at law, in equity, or under this Authority Loan Deed of Trust, the Note, or any other agreement, document, or instrument executed in connection therewith (collectively, the "Loan Documents").

(i) Upon sale of the Subject Property at any judicial or non-judicial foreclosure, Beneficiary may credit bid (as determined by Beneficiary in its sole and absolute discretion) all or any portion of the Secured Obligations. In determining such credit bid, Beneficiary may, but is not obligated to, take into account all or any of the following: (i) appraisals of the Subject Property as such appraisals may be discounted or adjusted by Beneficiary in its sole and absolute underwriting discretion; (ii) expenses and costs incurred by Beneficiary with respect to the Subject Property prior to foreclosure; (iii) expenses and costs which Beneficiary anticipates will be incurred with respect to the Subject Property after foreclosure, but prior to resale, including, without limitation, costs of structural reports and other due diligence, costs to carry the Subject Property prior to resale, costs of resale (e.g. Authority's, attorneys' fees, and taxes), costs of any hazardous materials clean-up and monitoring, costs of deferred maintenance, repair, refurbishment and retrofit, costs of defending or settling litigation affecting the Subject Property, and lost opportunity costs (if any), including the time value of money during any anticipated holding period by Beneficiary; (iv) declining trends in real property values generally and with respect to properties similar to the Subject Property; (v) anticipated discounts upon resale of the Subject Property as a distressed or foreclosed property; (vi) the fact of additional collateral if any, for the Secured Obligations; and (vii) such other factors or matters that Beneficiary, in its sole and absolute discretion, deems appropriate. In regard to the above, Trustor acknowledges and agrees that: (w) Beneficiary is not required to use any or all of the foregoing factors to determine the amount of its credit bid; (x) this Section does not impose upon Beneficiary any additional obligations that are not imposed by law at the time the credit bid is made; (y) the amount of Beneficiary's credit bid need not have any relation to any loan-to-value ratios specified in the Loan Documents or previously discussed between Trustor and Beneficiary; and (z) Beneficiary's credit bid may be (at Beneficiary's sole and absolute discretion) higher or lower than any appraised value of the Subject Property. Nothing herein shall diminish or affect Trustor's right to a fair value determination in accordance with the provisions of Code of Civil Procedure Section 580(b).

6.3 Application of Foreclosure Sale Proceeds. After deducting all costs, fees and expenses of Trustee, and of this trust, including, without limitation, cost of evidence of title and attorneys' fees in connection with sale and costs and expenses of sale and of any judicial proceeding wherein such sale may be made, Trustee shall apply all proceeds of any foreclosure sale: (i) to payment of all sums expended by Beneficiary under the terms hereof and not then repaid, with accrued interest at the rate of interest specified in the Note to be applicable on or after maturity or acceleration of the Note; (ii) to payment of all other Secured Obligations; and (iii) the remainder, if any, to the person or persons legally entitled thereto.

6.4 Application of Other Sums. All sums received by Beneficiary under Section 6.2 or Section 3.1, less all costs and expenses incurred by Beneficiary or any receiver under Section 6.2 or Section 3.1, including, without limitation, attorneys' fees, shall be applied in payment of the Secured Obligations in such order as Beneficiary shall determine in its sole discretion; provided, however, Beneficiary shall have no liability for funds not actually received by Beneficiary.

6.5 No Cure or Waiver. Neither Beneficiary's nor Trustee's nor any receiver's entry upon and taking possession of all or any part of the Subject Property, nor any collection of rents, issues, profits, insurance proceeds, condemnation proceeds or damages, other security or proceeds of other security, or other sums, nor the application of any collected sum to any Secured Obligation, nor the exercise or failure to exercise of any other right or remedy by Beneficiary or Trustee or any receiver shall cure or waive any breach, Default or notice of default under this Authority Loan Deed of Trust, or nullify the effect of any notice of default or sale (unless all Secured Obligations then due have been paid and performed and Trustor has cured all other defaults), or impair the status of the security, or prejudice Beneficiary or Trustee in the exercise of any right or remedy, or be construed as an affirmation by Beneficiary of any tenancy, lease or option or a subordination of the lien of this Authority Loan Deed of Trust.

6.6 Payment of Costs, Expenses and Attorney's Fees. Trustor agrees to pay to Beneficiary immediately upon demand all costs and expenses incurred by Trustee and Beneficiary pursuant to subparagraphs (a) through (i) inclusive of Section 6.2 (including, without limitation, court costs and attorneys' fees, whether incurred in litigation or not) with interest from the date of expenditure until said sums have been paid at the rate of interest then applicable to the principal balance of the Note as specified therein. In addition, Trustor shall pay to Trustee all Trustee's fees hereunder and shall reimburse Trustee for all expenses incurred in the administration of this trust, including, without limitation, any reasonable attorneys' fees.

6.7 Non-Recourse Obligation. In the event of any default under the terms of the Note or this Authority Loan Deed of Trust, the sole recourse of Beneficiary for any and all such defaults shall be by judicial foreclosure or by the exercise of the trustee's power of sale, and Trustor shall not be personally liable for the payment of the Note or for the payment of any deficiency established after judicial foreclosure or trustee's sale; provided, however, that the foregoing shall not in any way affect any rights Beneficiary may have (as a secured party or otherwise) hereunder or under the Note to recover directly from Trustor any amounts secured by this Authority Loan Deed of Trust.

ARTICLE VII. MISCELLANEOUS PROVISIONS

7.1 Additional Provisions. The Loan Documents contain or incorporate by reference the entire agreement of the parties with respect to matters contemplated herein and supersede all prior negotiations. The Loan Documents grant further rights to Beneficiary and contain further agreements and affirmative and negative covenants by Trustor which apply to this Authority Loan Deed of Trust and to the Subject Property, and such further rights and agreements are incorporated herein by this reference.

7.2 Merger. No merger shall occur as a result of Beneficiary's acquiring any other

estate in, or any other lien on, the Subject Property unless Beneficiary consents to a merger in writing.

7.3 Obligations of Trustor, Joint and Several. If more than one person has executed this Authority Loan Deed of Trust as "Trustor," the obligations of all such persons hereunder shall be joint and several.

7.4 Recourse to Separate Property. Any married person who executes this Authority Loan Deed of Trust as a Trustor, in his or her individual and personal capacity, agrees that any money judgment which Beneficiary or Trustee obtains pursuant to the terms of this Authority Loan Deed of Trust or any other obligation of that married person secured by this Authority Loan Deed of Trust may be collected by execution upon that person's separate property, and any community property of which that person is a manager.

7.5 Waiver of Marshaling Rights. Trustor, for itself and for all parties claiming through or under Trustor, and for all parties who may acquire a lien on or interest in the Subject Property, hereby waives all rights to have the Subject Property and/or any other property, including, without limitation, the Collateral, which is now or later may be security for any Secured Obligation ("Other Property") marshaled upon any foreclosure of this Authority Loan Deed of Trust or on a foreclosure of any other security for any of the Secured Obligations. Beneficiary shall have the right to sell, and any court in which foreclosure proceedings may be brought shall have the right to order a sale of the Subject Property and any or all of the Collateral or Other Property as a whole or in separate parcels, in any order that Beneficiary may designate.

7.6 Rules of Construction. When the identity of the parties or other circumstances make it appropriate, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural. The term "Subject Property" means all and any part of the Subject Property and any interest in the Subject Property.

7.7 Successors in Interest. The terms, covenants, and conditions herein contained shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto; provided, however, that this Section does not waive or modify the provisions of Section 5.12.

7.8 Execution In Counterparts. This Authority Loan Deed of Trust may be executed in any number of counterparts, each of which, when executed and delivered to Beneficiary, will be deemed to be an original and all of which, taken together, will be deemed to be one and the same instrument.

7.9 California Law. This Authority Loan Deed of Trust shall be construed in accordance with the laws of the State of California, except to the extent that Federal laws preempt the laws of the State of California.

7.10 Incorporation. Exhibit A is incorporated into this Authority Loan Deed of Trust by this reference.

7.11 Notices, Demands and Communications Between the Parties. Any approval, disapproval, demand, document or other notice (“Notice”) required or permitted under this Authority Loan Deed of Trust must be in writing and shall be sufficiently given if delivered by hand (and a receipt therefore is obtained or is refused to be given) or dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered by telecopy or overnight delivery service to:

To Authority: Lancaster Housing Authority
44933 North Fern Avenue
Lancaster, California 93534
Attention: Executive Director

To Developer: When Life Hands You More Lemons, LP
6330 Variel Avenue, Suite 201
Woodland Hills, California 91367
Attention: Steven Eglash

Such written notices, demands and communications may be sent in the same manner to such other addresses as either party may from time to time designate by mail as provided in this Section 7.11.

The Authority agrees that, so long as Alliant, Inc., a Florida corporation, or its affiliates (collectively, the “Investor Limited Partner”) has a continuing ownership interest in the Developer, effective notice to the Developer under this Agreement, that certain Residential Declaration of Conditions, Covenants and Restrictions and Regulatory Agreement, and that certain Declaration of Conditions, Covenants and Restrictions for the Ocean Park Community Center, dba The People Concern, a nonprofit public benefit corporation, each of which is being executed by the Developer in connection with the Agreement (collectively, the “Authority Documents”) shall require delivery of a copy of such notice to the Investor Limited Partner. Such notice shall be given in the manner provided in Section 7.11, at the Investor Limited Partner’s respective addresses set forth below:

Alliant Capital, Ltd.
340 Royal Poinciana Way, Suite 338
Palm Beach, Florida 3
Attention: Brian Goldberg
Telephone: (561)833-5050
Telecopy: (561)833-3694

with a copy to:

Alliant Asset Management Company LLC
21600 Oxnard Street, Suite 1200
Woodland Hills, California 91367
Attention: General Counsel
Telephone: (818)668-6800
Telecopy: (818)668-2828

with a copy to:

Kutak Rock, LLP
1650 Farnam Street
Omaha, NE 68102
Attn: Shane Deaver, Esq.

For purposes of notice hereunder to any other location within the continental United States by the giving of thirty (30) days notice to the other party in the manner set forth hereinabove. Trustor shall forward to Beneficiary, without delay, any notices, letters or other communications delivered to the Subject Property or to Trustor naming Beneficiary, "Lender" or any similar designation as addressee, or which could reasonably be deemed to affect the ability of Trustor to perform its obligations to Beneficiary under the Note.

7.12 Waiver of Set Off Rights. Trustor hereby waives all rights to set off against any amount owed by Trustor under the Loan Documents, any claims Trustor may have against Beneficiary, including, without limitation, the rights afforded by California Code of Civil Procedure Section 431.70

7.13 Trustor's Request for Notice of Default and Notice of Sale. Trustor hereby requests that a copy of any notice of default or notice of sale under this deed of trust be mailed to Trustor at the address set forth in Section 7.11 of this deed of trust.

7.14 Tax Credit Provisions. Notwithstanding anything to the contrary contained herein or in the Authority Loan Promissory Note, the Loan Agreement or the Declaration of Conditions, Covenants and Restrictions and Regulatory Agreement (collectively, the "Loan Documents"), the following provisions shall apply for as long as an affiliate of Alliant, Inc., is a limited partner ("Investor Limited Partner") of Trustor:

(a) **Notice and Cure.** Investor Limited Partner shall have the right, but not the obligation, to cure any default by Trustor under the Loan Documents, and Trustee agrees to accept any such cure tendered by Investor Limited Partner within any applicable grace period or cure period available to Borrower.

(b) **Permitted Transfers.** The following shall be permitted without consent of Trustee or Beneficiary and shall not constitute an event of default or result in any fee: (i) the transfer by the Investor Limited Partner of all or any portion of its interest in Trustor to any other entity which is an affiliate of Investor Limited Partner or its members, any other entity which is controlled by or under common control with Alliant, Inc., or any entity which is sponsored by Investor Limited Partner or Alliant, Inc.; (ii) the removal and replacement of the general partner of the Trustor in accordance with the Trustor's Amended and Restated Agreement of Limited Partnership (the "Partnership Agreement"), and/or (iii) an amendment of the Partnership Agreement memorializing the transfers or removal described above.

IN WITNESS WHEREOF, Trustor has executed this Authority Loan Deed of Trust as of the day and year set forth above.

DEVELOPER:

**WHEN LIFE HANDS YOU MORE
LEMONS, LP**, a California limited partnership

By: Ocean Park Community Center,
Dba The People Concern
a California nonprofit public benefit corporation

Its Managing General Partner

By: _____
John Maceri
Executive Director

By: InSite Development, LLC,
a California limited liability company

Its Co-General Partner

By: _____
Steven Eglash
Managing Member

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed under the foregoing to the Lancaster Housing Authority, a public body, corporate and politic, is hereby accepted by the undersigned officer or agent on behalf of the Lancaster Housing Authority Board, pursuant to authority conferred by an adopted resolution of said Board and the grantee consents to recordation thereof by its duly authorized officer.

Dated: _____

Lancaster Housing Authority, a
Public Body, Corporate and Politic

By: _____
Executive Director
Mark V. Bozigian

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 2

THAT PORTION OF PARCEL 3 OF PARCEL MAP NO. 14651, IN THE CITY OF LANCASTER, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 158, PAGES 1 THROUGH 4 INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID PARCEL 3; THENCE ALONG THE WEST LINE OF SAID PARCEL 3, NORTH 00°00'13" EAST A DISTANCE OF 253.97 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID WEST LINE, NORTH 90°00'00" EAST A DISTANCE OF 272.26; THENCE NORTH 13°06'24" WEST A DISTANCE OF 90.23 FEET; THENCE NORTH 10°59'23" EAST A DISTANCE OF 166.59 FEET; THENCE NORTH 12°25'18" WEST A DISTANCE OF 137.30 FEET; THENCE NORTH 00°00'00" WEST A DISTANCE OF 60.76 FEET; THENCE SOUTH 90°00'00" WEST A DISTANCE OF 253.99 FEET TO SAID WEST LINE OF PARCEL 3, THENCE ALONG SAID WEST LINE, SOUTH 00°00'13" WEST A DISTANCE OF 446.28 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 2.72 ACRES, MORE OR LESS.

SAID ABOVE DESCRIBED PARCEL ALSO KNOWN AS PARCEL 2 OF PARCEL MAP NO. 82267.

ATTACHMENT NO. 4

RECORDING REQUESTED BY)
AND WHEN RECORDED RETURN TO:)
)
Lancaster Housing Authority)
44933 N. Fern Avenue)
Lancaster, California 93534)
Attention: Elizabeth Brubaker)

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

**DECLARATION OF CONDITIONS, COVENANTS
AND RESTRICTIONS AND REGULATORY AGREEMENT**

THIS DECLARATION OF CONDITIONS, COVENANTS, AND RESTRICTIONS (the “Declaration”) is made by **WHEN LIFE HANDS YOU MORE LEMONS, LP**, a California limited partnership (the “Covenantor”), as of the 11th day of September 2018.

RECITALS

A. The Covenantor is the fee owner of record of that certain real property (the “Property”) located in the City of Lancaster, County of Los Angeles, State of California, legally described in the attached Exhibit “A”. The Property is the subject of a Loan Agreement (the “Agreement”) entered into by and between the Lancaster Housing Authority (the “Covenantee”) and Covenantor, dated as of September 11, 2018 a copy of which is on file with the Covenantee as a public record. Pursuant to the Agreement, the Covenantor is required to execute this Declaration, which has been or shall be recorded among the official land records of the County of Los Angeles.

B. The Agreement provides for the execution and recordation of this document. Except as otherwise expressly provided in this Declaration, all terms shall have the same meanings as set forth in the Agreement. References to “Exhibits” shall refer to exhibits to the Agreement.

C. The Community Redevelopment Law (California Health and Safety Code 33000, et seq.) provides that the authority shall establish covenants running with the land in furtherance of redevelopment plans.

NOW, THEREFORE, the Covenantor and Covenantee mutually agree as follows:

DEFINITIONS

Capitalized terms used herein, including the Recitals, shall have the meaning ascribed to them in this Section 100 of the Loan Agreement, unless the content indicates otherwise.

"Affordability Period" shall mean the period beginning upon the first day of the first full month following the date on which this Declaration is executed by the parties thereto and recorded in the office of the Los Angeles County Recorder, and ending on the last day of the 660th month thereafter, unless this Declaration is sooner terminated or released by the Authority or by operation of the provisions of any documents evidencing or securing the interest of any holder of a first lien deed of trust.

"Affordable Units" shall mean each of the fifty (50) units at the Kensington Campus, which shall be designated as Affordable Units and continuously occupied by or made available for occupancy by Qualified Residents for the duration of the Affordability Period.

"Affordable Rents" shall mean (i) lower income households whose gross incomes exceed the maximum income for lower income households, the product of 30 percent times 65 percent of the area median income adjusted for family size appropriate for the unit. In addition, for those lower income households with gross incomes that exceed 65 percent of the area median income adjusted for family size, affordable rent may be established at a level not to exceed 30 percent of gross income of the household.

"Authority" means the Lancaster Housing Authority, a public body, corporate and politic, exercising governmental functions and powers and organized and existing under the Community Redevelopment Law of the State of California, and any assignee of or successor to its rights, powers and responsibilities.

"Authority Loan" means the Authority's loan in the principal amount of Four Hundred Seventy Two Thousand Three Hundred Seventy Nine Dollars (\$472,379) to the Developer, as provided in Section 201 of the Loan Agreement.

"Authority Loan Deed of Trust" means the Deed of Trust With Assignment of Rents, Security Agreement, Financing Statement and Fixture Filing to be recorded against the Property as security for the payment of sums owing pursuant to the Authority Loan Promissory Note, in the form attached hereto as Attachment No. 3, which is incorporated herein.

"Authority Loan Promissory Note" means the promissory note to be executed by the Developer in favor of the Authority, as set forth in Section 201 of the Loan Agreement, in the form of the Promissory Note which is attached to the Loan Agreement as Attachment No. 2 and incorporated herein by reference.

"Agreement" means the Loan Agreement between Authority and the Developer.

"City" means the City of Lancaster, California, a California municipal corporation. The City is not a party to this Agreement and shall have no obligations hereunder.

“Code” means the Internal Revenue Code of 1986, as amended, and any regulations promulgated thereunder.

“Conditions Precedent” means the conditions precedent to the disbursement of the Authority Loan as set forth in Section 202 of the Loan Agreement.

“Date of Disbursement” shall mean the date upon which the total proceeds of the Authority Loan have been disbursed to or on behalf of the Developer.

“Default” means the failure of a party to the Agreement to perform any action or covenant required by the Agreement within the time periods provided herein, following notice and opportunity to cure, as set forth in Section 502 of the Loan Agreement.

“Developer” means When Life Hands You More Lemons, LP, a California limited partnership.

“Direct Services Impact Fees” shall mean and refer only to the following fees imposed by the Public Works Department of the City, Drainage Annexation Fee, Traffic Impact Fee, Traffic Signal Fee and Street Improvement Fee.

“Effective Date of Agreement” is that date set forth in the first paragraph of the Agreement.

“HCD” shall mean the State of California Department of Housing and Community Development.

“Improvements” means the 51 (or such other number as may be permitted by applicable laws or regulations and as may be commercially feasible at the time) multifamily residential units, along with all appurtenant on-site and off-site improvements and all fixtures and equipment to be constructed or installed on or about the Property.

“Loan Agreement” shall mean and refer to that certain Loan Agreement by and between Covenantor and Covenantee dated September 11, 2018.

“Lower Income Resident” shall mean individuals or families whose adjusted income does not exceed eighty percent (80%) of the area median gross income, adjusted for family size.

“Notice” shall mean a notice in the form prescribed by Section 601 of the Loan Agreement.

“Project” means the fifty-one (51) attached Residential Units, the occupancy of not fewer than fifty (50) of which shall be restricted to occupancy by households having income limited as more particularly provided in this Agreement.

“Property” means and refers to the Authority Parcel.

“Property Legal Description” means the description of the Property, which is attached

hereto as Attachment No. 1 and incorporated herein by reference.

“Qualified Residents” means residents of the Project who are Lower Income Residents.

“Qualified Tenant” shall mean persons or families who are a Lower Income Resident.

“Rent” means the total of monthly payments for (a) use and occupancy of each Affordable Unit and land and facilities associated therewith, (b) any separately charged fees or service charges assessed by the Developer which are required of all tenants, other than security deposits, (c) a reasonable allowance for an adequate level of service of utilities not included in (a) or (b) above, including garbage collection, sewer, water, electricity, gas and other heating, cooking and refrigeration fuels, but not including telephone service, and (d) possessory interest, taxes or other fees or charges assessed for use of the land and facilities associated therewith by a public or private entity other than Developer.

NOW, THEREFORE, THE COVENANTOR HEREBY DECLARES AS FOLLOWS:

1. AFFORDABLE HOUSING

a. **Affordable Units.** During the entire term of the Affordability Period, Covenantor agrees to make available, restrict occupancy to, and rent at affordable rents fifty (50) of the units in the Kensington Campus multifamily housing project to Qualified Residents. In addition to any requirements of the Code, Covenantor agrees to comply with the provisions of Health and Safety Code Section 33413 through Section 33418 to the extent necessary to enable the Covenantee to count the units for purposes of meeting the requirements of Section 33413 of the Health and Safety Code.

b. **Income Level of Tenants.** During the Affordability Period, Covenantor agrees to make available, restrict occupancy to, and rent each of the Affordable Units and Program Affordable Units to Qualified Tenants. Covenantor agrees to comply with the applicable provisions of Health and Safety Code Section 33413 through Section 33418 to the extent necessary to enable the Covenantee to count the units for purposes of meeting the requirements of Section 33413 of the Health and Safety Code.

c. **Income Verification**

(i) In the event a recertification of a resident’s income in accordance with subsection (d) below demonstrates that such resident no longer qualifies as a Qualified Resident of the Affordable Unit occupied by such resident, but such resident qualifies as an otherwise eligible household, the rents appropriate for that income level shall be charged. If the income of a Qualified Resident of the Affordable Unit occupied by such resident upon recertification no longer qualifies as a Qualified Resident, and there are no other requirements statutorily imposed by another Federal or State funding source or tax credit program, that tenant shall not have its lease terminated as a result thereof, but must pay as rent the lesser of the amount payable by the tenant under State or local law or 30 percent of the household’s adjusted monthly income; except that, Assisted Units subject to low-income tax credit rules under section 42 of the Internal Revenue Code shall be governed by such rules.

(ii) Immediately prior to a Qualified Resident's occupancy of an Affordable Unit, the Covenantor will obtain and maintain on file a certified statement of income on a form to be approved by the Covenantee from each Qualified Resident occupying said Affordable Unit, dated immediately prior to the initial occupancy by each Qualified Resident.

d. Annual Reports. During the Affordability Period, Covenantor, at its expense, shall submit to the Covenantee the reports required pursuant to Health and Safety Code Section 33418, as the same may be amended from time to time, with each such report to be in the form prescribed by the Covenantee. Each annual report shall cover the immediately preceding calendar year.

3. Nondiscrimination. The Covenantor covenants by and for itself and any successors in interest that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall the Covenantor or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, subleases or vendors of the Property. The covenants established in this Agreement shall, without regard to technical classification and designation, be binding for the benefit and in favor of the Covenantee, its successors and assigns, the City and any successor in interest to the Property, or any part thereof. The foregoing covenants shall run with the land for the term of the Affordability Period.

4. Effect of Violation of the Terms and Provisions of the Agreement After Completion of Construction. The Covenantee is deemed the beneficiary of the terms and provisions of the Agreement and of the covenants running with the land, for and in its own rights and for the purposes of protecting the interests of the community and other parties, public or private, in whose favor and for whose benefit the Agreement and the covenants running with the land have been provided. The Agreement and the covenants shall run in favor of the Covenantee, without regard to whether the Covenantee has been, remains or is an owner of any land or interest therein in the Property or in the Project Area. The Covenantee shall have the right, if the Agreement or Covenantor's covenants contained herein are breached, to exercise all rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to which it or any other beneficiaries of this Agreement and covenants may be entitled. The foregoing covenants shall run with the land for the term of the Affordability Period.

5. Maintenance of the Property. The Covenantor shall maintain or cause to be maintained the interiors and exteriors of the Property in a decent, safe and sanitary manner, in accordance with the standard of maintenance of similar housing units within the City, and in accordance with the maintenance standards which are set forth in this Declaration. None of the dwelling units in the Property shall at any time be utilized on a transient basis nor shall the Property or any portion thereof ever be used as a hotel, motel, dormitory, fraternity or sorority house, rooming house, hospital, nursing home, sanitarium or rest home. The Covenantor shall not convert the Property to condominium ownership without the prior written approval of the

Covenantee, which approval the Covenantee may grant, withhold or deny in its sole and absolute discretion. If at any time Covenantor fails to maintain the Property in accordance with the Agreement or this Declaration and such condition is not corrected within ten (10) days after written notice from the Covenantee (with a copy to the then existing lenders for the project) with respect to graffiti, debris, waste material, and general maintenance, or thirty days (or such longer period of time as is reasonably necessary to correct the condition) after written notice from the Covenantee with respect to landscaping and building improvements, then the Covenantee, in addition to whatever remedy it may have at law or at equity, shall have the right to enter upon the applicable portion of the Property and perform all acts and work reasonably necessary to protect, maintain, and preserve the Improvements and landscaped areas on the Property, and to attach a lien upon the Property, or to assess the Property, in the amount of the expenditures arising from such acts and work of protection, maintenance, and preservation by the Covenantee and/or costs of such cure, including a five percent (5%) administrative charge, which amount shall be promptly paid by Covenantor to the Covenantee upon demand. The foregoing covenants shall run with the land for the term of the Affordability Period.

a. Physical Needs Assessment. The Covenantor shall ensure that: 1) a third-party physical needs assessment of the replacement needs of the development shall be conducted every 5 years commencing from the date of this agreement; and 2) annual deposits to the replacement reserve shall be adjusted based on the results of the physical needs assessment.

6. Long Term Management of the Property. The parties acknowledge that the Covenantee is interested in the long term management and operation of the Property and in the qualifications of any person or entity retained by the Covenantor for that purpose (the "Property Manager"). The Covenantee may from time to time review and evaluate the identity and performance of the Property Manager of the Property and the Property Manager's compliance with the provisions of the Agreement and this Declaration. If the Covenantee reasonably determines that the performance of the Property Manager is deficient based upon the standards and requirements set forth in the Agreement and this Declaration, the Covenantee shall provide notice to the Covenantor of such deficiencies and the Covenantor shall use its best efforts to correct or cause to be corrected such deficiencies. Upon Default of the terms of the Agreement or this Declaration by the Property Manager, the Covenantee shall have the right to require the Covenantor to immediately remove and replace the Property Manager with another property manager or property management company reasonably acceptable to the Covenantee. Such Property Manager shall be experienced in managing multifamily residential developments similar to the Project and shall not be related to or affiliated with the Covenantor. The foregoing covenants shall run with the land for the term of the Affordability Period .

7. Covenants Do Not Impair Lien. No violation or breach of the covenants, conditions, restrictions, provisions or limitations contained in this Declaration shall defeat or render invalid or in any way impair the lien or charge of any mortgage or deed of trust or security interest.

8. Conflict with Other Laws; Severability. In the event that any provision of this Declaration is found to be contrary to applicable law or any other provision of this Declaration, then the contrary provisions of this Declaration shall be deemed to mean those provisions which are enforceable and consistent with such laws and policies. The remaining

portions of this Declaration shall be deemed modified in a manner which is consistent with the goals and intent of this Declaration to provide housing to Lower Income Residents as set forth in the Agreement. Every provision of this Declaration is intended to be severable. In the event any term or provision of this Declaration is declared by a court of competent jurisdiction to be unlawful, invalid or unenforceable for any reason, such determination shall not affect the balance of the terms and provisions of this Declaration, which terms and provisions shall remain binding and enforceable.

9. Covenants For Benefit of City and Covenantee. All covenants without regard to technical classification or designation shall be binding for the benefit of the Covenantee and the City and such covenants shall run in favor of the Covenantee and the City for the entire period during which such covenants shall be in force and effect. such covenants, shall have the right to exercise all the rights and remedies and to maintain any actions at law or suits in equity or other proper legal proceedings to enforce and to cure such breach to which it or any other beneficiaries of these covenants may be entitled during the term specified for such covenants, except the covenants against discrimination which may be enforced at law or in equity at any time in perpetuity.

10. Notices, Demands and Communications. Written notices, demands and communications between the Covenantor and the Covenantee shall be sufficiently given if delivered by hand or dispatched by registered or certified mail, postage prepaid, return receipt requested, as follows:

Covenantor: Lancaster Housing Authority
44933 North Fern Avenue
Lancaster, California 93534
Attention: Executive Director

Covenantee: When Life Hands You More Lemons, LP
6330 Variel Avenue, Suite 201
Woodland Hills, California 91367
Attention: Steven Eglash

Such written notices, demands and communications may be sent in the same manner to such other addresses as either party may from time to time designate by mail as provided in this Section 10.

The Authority agrees that, so long as Alliant, Inc., a Florida corporation, or its affiliates (collectively, the "Investor Limited Partner") has a continuing ownership interest in the Developer, effective notice to the Developer under this Agreement, that certain Residential Declaration of Conditions, Covenants and Restrictions and Regulatory Agreement, and that certain Declaration of Conditions, Covenants and Restrictions for the Ocean Park Community Center, dba The People Concern, a nonprofit public benefit corporation, each of which is being executed by the Developer in connection with the Agreement (collectively, the "Authority Documents") shall require delivery of a copy of such notice to the Investor Limited Partner. Such notice shall be given in the manner provided in this Section 10, at the Investor Limited Partner's respective addresses set forth below:

Alliant Capital, Ltd.
340 Royal Poinciana Way, Suite 338
Palm Beach, Florida 334380
Attention: Brian Goldberg
Telephone: (561)833-5050
Telecopy: (561)833-3694

with a copy to:

Alliant Asset Management Company LLC
21600 Oxnard Street, Suite 1200
Woodland Hills, California 91367
Attention: General Counsel
Telephone: (818)668-6800
Telecopy: (818)668-2828

with a copy to:

Kutak Rock, LLP
1650 Farnam Street
Omaha, NE 68102
Attn: Shane Deaver, Esq.

Such addresses for notice may be changed from time to time upon notice to the other party.

Any written notice, demand or communication shall be deemed received immediately if delivered by hand and shall be deemed received on the fifth (5th) calendar day from the date it is postmarked if delivered by registered or certified mail.

11. Expiration Date. This Declaration shall automatically terminate and be of no further force or effect upon the expiration of the Affordability Period, except as otherwise provided in this Declaration.

12. Covenantee Remedies. The occurrence of any Event of Default under this Declaration will, either at the option of the Covenantee or automatically where so specified, entitle the Covenantee to proceed with any and all remedies set forth in the Agreement, including but not limited to the following:

(a) Specific Performance. The Covenantee shall have the right to mandamus or other suit, action or proceeding at law or in equity to require Covenantor to perform its obligations and covenants under this Agreement or to enjoin acts or things which may be unlawful or in violation of the provisions of this Declaration.

(b) Right to Cure at Covenantor's Expense. The Covenantee shall have the right to cure any monetary default by Covenantor under a loan or grant other than the

Authority Loan; provided, however, that if the Covenantor is in good faith contesting a claim of default under a loan and the Covenantee's interest under this Agreement is not imminently threatened by such default, the Covenantee shall not have the right to cure such default. The Covenantor agrees to reimburse the Covenantee for any funds advanced by the Covenantee to cure a monetary default by Covenantor upon demand therefore, together with interest thereon at the rate of ten percent (10%) per annum, from the date of expenditure until the date of reimbursement.

IN WITNESS WHEREOF, the Covenantor have caused this instrument to be executed on its behalf by its officers hereunto duly authorized as of the date set forth above.

DEVELOPER:

**WHEN LIFE HANDS YOU MORE
LEMONS, LP**, a California limited partnership

By: Ocean Park Community Center,
Dba The People Concern
a California nonprofit public benefit corporation

Its Managing General Partner

By: _____
John Maceri
Executive Director

By: InSite Development, LLC,
a California limited liability company

Its Co-General Partner

By: _____
Steven Eglash
Managing Member

LANCASTER HOUSING AUTHORITY,
a public body, corporate and politic

By: _____
Executive Director
Mark V. Bozigian

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

PARCEL 2

THAT PORTION OF PARCEL 3 OF PARCEL MAP NO. 14651, IN THE CITY OF LANCASTER, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 158, PAGES 1 THROUGH 4 INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID PARCEL 3; THENCE ALONG THE WEST LINE OF SAID PARCEL 3, NORTH 00°00'13" EAST A DISTANCE OF 253.97 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID WEST LINE, NORTH 90°00'00" EAST A DISTANCE OF 272.26; THENCE NORTH 13°06'24" WEST A DISTANCE OF 90.23 FEET; THENCE NORTH 10°59'23" EAST A DISTANCE OF 166.59 FEET; THENCE NORTH 12°25'18" WEST A DISTANCE OF 137.30 FEET; THENCE NORTH 00°00'00" WEST A DISTANCE OF 60.76 FEET; THENCE SOUTH 90°00'00" WEST A DISTANCE OF 253.99 FEET TO SAID WEST LINE OF PARCEL 3, THENCE ALONG SAID WEST LINE, SOUTH 00°00'13" WEST A DISTANCE OF 446.28 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 2.72 ACRES, MORE OR LESS.

SAID ABOVE DESCRIBED PARCEL ALSO KNOWN AS PARCEL 2 OF PARCEL MAP NO. 82267.

M 1
09/11/18
MVB

**LANCASTER
CITY COUNCIL/SUCCESSOR AGENCY/
FINANCING/POWER/
CALIFORNIA CHOICE ENERGY AUTHORITY
MINUTES
August 14, 2018**

CALL TO ORDER

Mayor/Chair Parris called the meeting of the Lancaster City Council/Successor Agency/Financing/ Power/California Choice Energy Authority to order at 5:05 p.m.

ROLL CALL

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

STAFF MEMBERS:

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

INVOCATION

Josh Mann

PLEDGE OF ALLEGIANCE

Vice Mayor Crist

PRESENTATION

Status Report on Antelope Valley Cemetery District
Presenter: David Owens

M 1. MINUTES

On a motion by Vice Mayor Crist 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 24, 2018, by the following vote: 5-0-0-0; AYES: Malhi, Mann, Underwood-Jacobs, Crist, Parris; NOES: None; ABSTAIN: None; ABSENT: None

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

August 14, 2018

CITY COUNCIL CONSENT CALENDAR

Item No. CC 4 was removed for separate discussion.

On a motion by Vice Mayor Crist and seconded by Council Member Malhi, the City Council approved the Consent Calendar with the exception of Item No. CC 4, by the following vote: 5-0-0-0; AYES: Malhi, Mann, Underwood-Jacobs, Crist, Parris; NOES: None; ABSTAIN: None; ABSENT: None

Mayor Parris stated he needs to recuse himself from Item No. CC 4 due to the proximity of the project to his business.

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

Mayor Parris returned to the dais at this time.

CCEA CC 1. PROFESSIONAL SERVICES AGREEMENTS FOR TECHNICAL SUPPORT SERVICES

- a. Awarded a Professional Services Agreement with Pacific Energy Advisors, Inc. (PEA), in the amount of \$226,000 for professional services for fiscal year 2019 in support of the City of Lancaster (Lancaster); and authorized the Executive Director, or his designee, to sign all documents.
- b. Awarded a Professional Services Agreement with PEA, in the amount of \$226,000 for professional services for fiscal year 2019 in support of the City of Pico Rivera (Pico Rivera); and authorized the Executive Director, or his designee, to sign all documents.
- c. Awarded a Professional Services Agreement with PEA, in the amount of \$226,000 for professional services for fiscal year 2019 in support of the City of Rancho Mirage (Rancho Mirage); and authorized the Executive Director, or his designee, to sign all documents.
- d. Awarded a Professional Services Agreement with PEA, in the amount of \$226,000 for professional services for fiscal year 2019 in support of the City of San Jacinto (San Jacinto); and authorized the Executive Director, or his designee, to sign all documents.

CC 1. ORDINANCE WAIVER

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

CC 2. CHECK REGISTERS

Approved the Check and Wire Registers for July 8, 2018 through July 28, 2018 in the amount of \$9,473,338.98. Approved the Check Register as presented.

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

August 14, 2018

CC 3. RESOLUTION NO. 18-42

Adopted **Resolution No. 18-42**, re-authorizing the Development Services Director or his/her designee to execute all undertaking agreements for public improvement projects.

CC 4. PARCEL MAP NO. 74674

Approved the map and accepted the dedications as offered on Parcel Map No. 74674, located at the northwest corner of 10th Street West and Avenue K; made findings that this project will not violate any of the provisions of Sections 66473.5, 66474.1 and 66474.6 of the Subdivision Map Act; and instructed the City Clerk to endorse on the face of the map the certificate which embodies the approval of said map and the dedications shown thereon.

CC 5. PARCEL MAP NO. 78271

Approved the map and accepted the dedications as offered on Parcel Map No. 78271, located at the southeast corner of 10th Street East and Lancaster Boulevard; made findings that this project will not violate any of the provisions of Sections 66473.5, 66474.1 and 66474.6 of the Subdivision Map Act, and instructed the City Clerk to endorse on the face of the map the certificate which embodies the approval of said map and the dedications shown thereon.

CC 6. RESOLUTION NO. 18-43

Approved **Resolution No. 18-43**, designating those officials authorized to file applications to the California Office of Emergency Services to obtain federal and state financial assistance.

CC 7. ORDINANCE NO. 1046,

Adopted **Ordinance No. 1046**, amending the zoning plan for portions of land at the northeast corner of Division Street and Avenue I, known as Zone Change No. 17-04, rezoning 0.16 acres (Assessor's Parcel Numbers 3176-005-922 and 3176-055-930) from P (Public) to S (School), and 15.6 acres (Assessor's Parcel Numbers 3176-005-918, 21 and 30) from P and S to R-7,000 (single-family residential, minimum lot size 7,000 square feet).

CC 8. DEPARTMENT OF TRANSPORTATION'S ACTIVE TRANSPORTATION PROGRAM CYCLE 4 GRANT

Approved the application for grant funds from the Department of Transportation's Active Transportation Program Cycle 4 Grant, Recreation Trails Section. If received, this will fund the Prime Desert Woodland Preserve Trails Expansion.

CC 9. CONTRACT WITH AMERICAN BUSINESS MACHINES (ABM)

Awarded contract to American Business Machines (ABM), the regional Canon USA authorized dealer, under the cooperative agreement for Kern County Schools PEPPM Bid #527080 with Canon USA, Inc., for a lease total of \$358,571.41; and authorized the City Manager, or his designee, to sign all documents. This contract is awarded in accordance with City of Lancaster Municipal Code Chapter 3.32.

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

August 14, 2018

CC 10. LANCASTER CHOICE ENERGY'S (LCE) 2017 POWER CONTENT LABEL

Endorsed the accuracy of information presented in Lancaster Choice Energy's (LCE) 2017 Power Content Label based on staff's review and independent auditor report.

CC 11. RESOLUTION NO. 18-44,

Adopted **Resolution No. 18-44**, granting authority to the City Manager to enter into certain contracts on behalf of Lancaster Choice Energy and repealing Resolution No. 15-44.

PH 1. APPEAL OF CONDITIONAL USE PERMIT NO. 18-02 FOR A PROPOSED MEDICAL CANNABIS CULTIVATION AND MANUFACTURING FACILITY LOCATED AT 45761 DIVISION STREET

Mayor Parris opened the Public Hearing.

There were no speaker cards.

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

Mayor Parris closed the Public Hearing.

On a motion by Vice Mayor Crist and seconded by Council Member Mann, the City Council adopted **Resolution No. 18-45**, upholding the Planning Commission's decision by denying the appeal for Conditional Use Permit No. 18-02 to allow for the operation and construction of a medical cannabis cultivation and manufacturing facility, by the following vote: 5-0-0-0; AYES: Malhi, Mann, Underwood-Jacobs, Crist, Parris; NOES: None; ABSTAIN: None; ABSENT: None

NB 1. AMENDING CANNABIS REGULATIONS

The City Manager presented the staff report regarding this item.

Discussion among the City Council and staff included discussion of amending Section 2 of the proposed Resolution as it pertains to the authority given to the City Manager subject to the approval of the Mayor or in the Mayor's unavailability, the Vice Mayor, to determine the maximum number of licenses and permits that may be issued.

Addressing the City Council on this item:

Fran Sereseres – requested clarification regarding the location of the businesses and the revenues the City will receive.

David Paul – supports this item, discussed the potential of healing pain and lifting people out of opioid addiction.

On a motion by Vice Mayor Crist and seconded by Council Member Mann, the City Council adopted **Resolution No. 18-46 AS AMENDED**, repealing Resolution No. 17-05 and establishing the maximum number of licenses and permits that may be issued for cultivation of medical cannabis, by the following vote: 5-0-0-0; AYES: Malhi, Mann, Underwood-Jacobs, Crist, Parris; NOES: None; ABSTAIN: None; ABSENT: None

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

August 14, 2018

CR 1. COUNCIL REPORTS

Vice Mayor Crist discussed the upcoming Antelope Valley Fair.

LANCASTER HOUSING AUTHORITY

No action required at this time.

LANCASTER FINANCING AUTHORITY

No action required at this time.

LANCASTER POWER AUTHORITY

No action required at this time.

LANCASTER SUCCESSOR AGENCY

No action required at this time.

CITY MANAGER / EXECUTIVE DIRECTOR ANNOUNCEMENTS

The City Manager discussed the recent National Night Out event, the upcoming homeless plan update and a video highlighting the new exhibit at the MOAH was shown.

CITY CLERK / AGENCY / AUTHORITY SECRETARY ANNOUNCEMENT

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

PUBLIC BUSINESS FROM THE FLOOR - NON-AGENDIZED ITEMS

Addressing the City Council at this time:

Carmen Bedford – discussed homelessness and potentially becoming homeless.

Shannon McDonald – stated there are opportunities offered through Antelope Valley Partners for Health (AVPH) to assist homelessness; discussed medicinal versus recreational marijuana and ensuring it doesn't stay in the City.

Fran Sereseres – discussed being a Commissioner and stated AVPH has many programs available to assist the homeless.

Jennifer Foster – discussed the increase in Waste Management fees, Waste Management's revenues and discussed making trash removal affordable for all.

David Paul – stated he “enjoys the good things that go on in the City” and discussed the recent Architectural Design Commission meeting.

ADJOURNMENT

Mayor/Chair Parris adjourned the meeting at 6:16 p.m. and stated the next City Council/Successor Agency/Financing/Power/California Choice Energy Authority meeting will be held on Tuesday, September 11, 2018 at 5:00 p.m.

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

August 14, 2018

PASSED, APPROVED and ADOPTED this 11th day of September, 2018, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

APPROVED:

BRITT AVRIT, MMC
CITY CLERK
AGENCY/AUTHORITY SECRETARY

R. REX PARRIS
MAYOR/CHAIRMAN

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

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

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

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

(seal)

STAFF REPORT
City of Lancaster

Date: September 11, 2018
To: Mayor Parris and City Council Members
From: Pam Statsmann, Finance Director
Subject: **Check Registers – July 29, 2018 through August 25, 2018**

CC 2
09/11/18
MVB

Recommendation:

Approve the Check Registers as presented.

Fiscal Impact:

\$ 27,852,132.03 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.:	7397246-7397823	\$ 6,985,904.68
ACH/Wire Check Nos.:	1010101111-101010145	<u>\$20,866,227.35</u>
		\$27,852,132.03
Voided Check No.:	7397379; 7397457; 7397570; 7397706	
Voided ACH/Wire No.:	N/A	

PS:sp

Attachments:

Check Register
ACH/Wire Register

City of Lancaster Check Register



From Check No.: 101010111 - To Check No.: 101010145
 From Check Date: 07/29/18 - To Check Date: 08/25/18

Printed: 8/27/2018 12:01

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
101010111	09015	POWEREX CORP	07/18-CARBON FREE ENERGY	116,250.00	490 4250653	116,250.00
101010112	A7515	U S BANK	DEBT SERVICES DUE-FY17/18 ROPS	12,563,220.00	991 4540978 991 4540978 991 4540978 991 4540978	1,248,700.00 1,527,206.00 4,661,031.00 5,126,283.00
				<u>12,563,220.00</u>		<u>12,563,220.00</u>
101010113	07172	ENERGY AMERICA, LLC	05/18-LCE ENERGY CHARGES	1,718,256.45	490 4370301 490 4370653 490 4370653	25,436.59 2,350.00 1,690,469.86
				<u>1,718,256.45</u>		<u>1,718,256.45</u>
101010114	07936	WESTERN ANTELOPE DRY RANCH LLC	06/18-LCE ENERGY CHARGS-SPOWER	168,882.09	490 4370653	168,882.09
101010115	08557	SILICON VALLEY POWER	10/18-ENERGY PROCUREMENT	8,256.50	490 4250653	8,256.50
101010116	00370	CITY OF LANCASTER/PETTY CASH	PETTY CASH EXPENSE	214.25	101 4320256 101 4320256 251 4762202 251 4762202 251 4762202 251 4762202 251 4762202 251 4762202 251 4762202 251 4762202	27.25 47.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00
				<u>214.25</u>		<u>214.25</u>
101010117	00370	CITY OF LANCASTER/PETTY CASH	PETTY CASH EXPENSE	133.20	101 4100202 101 4230301 101 4410286 101 4680225	44.59 26.00 13.11 49.50
				<u>133.20</u>		<u>133.20</u>
101010118	00370	CITY OF LANCASTER/PETTY CASH	PETTY CASH DRAW	914.00	101 1020000	914.00
101010119	08941	CALIPATRIA LLC	09/18-CAPACITY PRODUCT	28,500.00	491 4250004E	28,500.00
101010120	06438	CALPERS CERBT (OPEB)	FY18/19 CERBT PAY GO/PREFUNDNG	2,802,720.00	109 4430124	2,802,720.00
101010121	08939	SG2 IMPERIAL VALLEY LLC	09/18-CAPACITY PRODUCT	232,750.00	491 4250001E 491 4250002E 491 4250004E	99,750.00 23,750.00 109,250.00
				<u>232,750.00</u>		<u>232,750.00</u>
101010122	01708	BLUE CROSS OF CALIFORNIA	08/18-EMPLOYEE HEALTH INS	100,573.29	101 2166110 101 2166115	64,928.03 12,702.10

City of Lancaster Check Register



From Check No.: 101010111 - To Check No.: 101010145

From Check Date: 07/29/18 - To Check Date: 08/25/18

Printed: 8/27/2018 12:01

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
					101 2166120	15,463.32
					109 1101000	7,479.84
				100,573.29		100,573.29
101010123	01708	BLUE CROSS OF CALIFORNIA	08/18-RETIREE HEALTH INS	62,229.68	109 1101000	62,229.68
101010124	01550	KAISER FOUNDATION HEALTH PLAN	08/18-EMPLOYEE HEALTH INS	226,099.45	101 2166130	2,115.11
					101 2166130	204,884.26
					109 1101000	19,100.08
				226,099.45		226,099.45
101010125	08721	MASSMUTUAL LIFE INSURANCE CO	07/18-EMPLOYEE WHOLE LIFE INS	1,392.61	101 2170218	1,392.42
					101 4410121	0.19
				1,392.61		1,392.61
101010126	05228	METLIFE	08/18-VISION INSURANCE	6,379.43	101 2166150	4,107.13
					101 2166155	462.28
					101 4410121	(2.52)
					109 1101000	1,812.54
				6,379.43		6,379.43
101010127	08722	COMBINED INS CO OF AMERICA	07/18-EMPLOYEE CHUBB	3,241.65	101 2170217	3,241.65
101010128	05945	CUTWATER INVESTORS SRVCS CORP	04/18-INVESTMENT ADVISORY SRVC	2,661.25	101 3501110	2,661.25
101010129	D2446	THE BLVD ASSOCIATION	DLPBID FEES-07/01-31/18	642.92	401 2501100	642.92
101010130	05987	THE VISITORS BUREAU/LANCASTER	06/18 TBID FEES	47,948.76	101 2501000	47,948.76
101010131	08939	SG2 IMPERIAL VALLEY LLC	07/18-CAPACITY PRODUCT	54,880.00	490 4250653	54,880.00
101010132	08026	INLAND EMPIRE ENERGY CENTER	09/18-ENERGY PROCUREMENT	46,000.00	490 4250653	46,000.00
101010133	A7515	U S BANK	DEBT SERVICE DUE-08/15/18	760,571.03	483 4785978	760,571.03
101010134	04867	CITY OF LANCASTER-PARKS	PAC-ATM CASH REQUEST	15,000.00	101 1020006	15,000.00
101010135	A8765	FIRST AMERICAN TITLE CO	SA PARCEL CLOSING COSTS 3153-015-045 THRU -048	300,375.00	101 4240912	300,375.00
101010136	A8765	FIRST AMERICAN TITLE CO	SA PARCEL CLOSING COST 3128-003-908	778,366.00	101 4240912	778,366.00
101010137	A8765	FIRST AMERICAN TITLE CO	SA PARCEL CLOSING COST 3132-009-901	20,227.50	101 4240912	20,227.50
101010138	09046	SAN GORGONIO FARMS INC	07/18-ENERGY CAPACITY	32,879.70	491 4250001E	32,879.70
101010139	09055	TOWERDATA	BATCH EMAIL VALIDATION	2,168.25	101 4100301	2,168.25
101010140	08688	HIGH DESERT POWER PROJECT, LLC	08/18-ENERGY PROCUREMENT	70,030.00	490 4250653	70,030.00
101010141	07101	CALPINE ENERGY SOLUTIONS LLC	INV #CALP2018-10PREPAY	2,535.00	490 4250653	2,535.00
101010142	A8765	FIRST AMERICAN TITLE CO	SA PARCEL CLOSING COSTS 3125-009-904	30,227.50	101 4240912	30,227.50

City of Lancaster Check Register



From Check No.: 101010111 - To Check No.: 101010145

From Check Date: 07/29/18 - To Check Date: 08/25/18

Printed: 8/27/2018 12:01

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
101010143	D2727	BANC OF AMERICA PUBLIC CAPITAL	2011 ENERGY CONSERVATION ACCT #2225500	73,170.35	101 4430603	73,170.35
101010144	A7515	U S BANK	DEBT SERVICES DUE-08/24/18	487,815.40	811 4100908 830 4300908	50,431.18 <u>437,384.22</u>
				<u>487,815.40</u>		<u>487,815.40</u>
101010145	C9589	U S BANK CORP PAYMENT SYSTEMS	08/10/18-CALCARD STATEMENT	100,716.09	101 2601000	100,716.09
Chk Count	<u>35</u>			Check Report Total		<u>20,866,227.35</u>

City of Lancaster Check Register



From Check No.: 7397246 - To Check No.: 7397823

From Check Date: 07/29/18 - To Check Date: 08/25/18

Printed: 8/27/2018 11:50

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
7397246	09038	AQUILAH, JAMES	RFND-RNTL FEES-OMP-07/27/18	441.00	101 2182001	441.00
7397247	D1252	BRUCE, SCOT	CS-PERF-MUSIC-08/09/18	1,600.00	101 4680225	1,600.00
7397248	D0919	CA BUILDING STANDARDS	JAN-MAR 2018-GREEN BLDG FEES	767.00	251 2170000	852.00
				<u>767.00</u>	251 3201120	(85.00)
						<u>767.00</u>
7397249	D0919	CA BUILDING STANDARDS	APR-JUN 2018-GREEN BLDG FEES	774.90	251 2170000	861.00
				<u>774.90</u>	251 3201120	(86.10)
						<u>774.90</u>
7397250	09035	CA SPECIALIZED TRAINING INST	FIRST RESPNDR CERTIFICATES(17)	80.00	101 4220301	80.00
7397251	09035	CA SPECIALIZED TRAINING INST	FIRST RESPNDR CERTIFICATES(43)	160.00	101 4220301	160.00
7397252	08374	CALRECYCLING, ACCOUNTING	RFND-OPP/GRANT-UNUSED FUNDS	57.61	331 4755786	57.61
7397253	5062	DEPT OF CNSRVTN-ADMIN SRV ACCT	JAN-MAR 2018-STRNG MOTION FEE	1,924.22	101 2172000	2,025.49
				<u>1,924.22</u>	101 3588100	(101.27)
						<u>1,924.22</u>
7397254	5062	DEPT OF CNSRVTN-ADMIN SRV ACCT	APR-JUN 2018-STRNG MOTION FEE	2,872.46	101 2172000	3,023.64
				<u>2,872.46</u>	101 3588100	(151.18)
						<u>2,872.46</u>
7397255	D0315	FREGOSO, PHYLLIS	08/18-STANDARD RETAINER	8,300.00	101 4600301	8,300.00
7397256	07354	HAWLEY, ROBYN	07/18-AM EXERCISE INSTRUCTOR	245.00	101 4643308	245.00
7397257	1215	L A CO WATERWORKS	05/16/18-07/19/18	31,578.07	101 4631654	6,695.48
					101 4632654	7,255.11
					101 4633654	54.67
					203 4636654	3,150.02
					203 4752654	239.47
					306 4542684	763.69
					361 4541776	130.27
					402 4650654	507.40
					482 4636654	12,781.96
				<u>31,578.07</u>		<u>31,578.07</u>
7397258	D2287	LANCASTER CODE ENFCMNT ASSN	UNION DUES-PP 15-2018	330.00	101 2171000	330.00
7397259	06936	MOSMAN, DESIREA	07/18-AM EXERCISE INSTRUCTOR	350.00	101 4643308	350.00

City of Lancaster Check Register



From Check No.: 7397246 - To Check No.: 7397823

From Check Date: 07/29/18 - To Check Date: 08/25/18

Printed: 8/27/2018 11:50

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
7397260	03154	SO CA EDISON	06/15/18-07/25/18 ELECTRIC SVC	29,723.44	101 4240902	552.17
					101 4632652	11,344.29
					101 4633652	4,808.18
					101 4634652	5,139.16
					101 4636402	274.13
					101 4650652	6,238.43
					203 4636652	25.14
					321 15ST026924	26.51
					482 4636652	397.63
					483 4785652	106.95
					483 4785660	118.16
					490 4250652	692.69
				<u>29,723.44</u>		<u>29,723.44</u>
7397261	03154	SO CA EDISON	04/01/18-05/01/18 ELECTRIC SVC	32,011.76	483 4725652	15.13
					483 4755660	31,996.63
				<u>32,011.76</u>		<u>32,011.76</u>
7397262	1907	SO CA GAS COMPANY	06/18/18-07/24/18 GAS SVC	1,017.79	101 4631655	139.55
					101 4633655	643.64
					101 4634655	30.83
					101 4635655	27.28
					101 4650655	160.71
					101 4651655	15.78
				<u>1,017.79</u>		<u>1,017.79</u>
7397263	08650	STAWINSKI, STEPHANIE	PDW-PLANETS PRSENTATN-07/14/18	100.00	106 4823251	100.00
7397264	C2555	TIME WARNER CABLE	12/26/17-01/25/18 WIRELESS RTR	4.95	402 4650251	4.95
7397265	C2555	TIME WARNER CABLE	01/26-02/25/18 WIRELESS ROUTER	4.95	402 4650251	4.95
7397266	C2555	TIME WARNER CABLE	02/26-03/25/18 WIRELESS ROUTER	4.95	402 4650251	4.95
7397267	C2555	TIME WARNER CABLE	03/26-04/25/18 WIRELESS ROUTER	4.95	402 4650251	4.95
7397268	C2555	TIME WARNER CABLE	04/26-05/25/18 WIRELESS ROUTER	4.95	402 4650251	4.95
7397269	C2555	TIME WARNER CABLE	05/26-06/25/18 WIRELESS ROUTER	4.95	402 4650251	4.95
7397270	C2555	TIME WARNER CABLE	06/26-07/25/18 WIRELESS ROUTER	4.95	101 4650251	4.95
7397271	C2555	TIME WARNER CABLE	07/26-08/25/18 WIRELESS ROUTER	4.95	101 4650251	4.95
7397272	L0457	TRUONG, AN	LCE-NEM 2017 ANNUAL PAYOUTS	259.85	101 2140000	259.85
7397273	L0460	TWIGG, ELAINE. E	LCE-NEM 2017 ANNUAL PAYOUTS	37.97	101 2140000	37.97
7397274	C8453	U S POSTAL SERVICE	PERMIT #48-18/19 BROCHURE	20,000.00	490 4250205	20,000.00

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7397275	07169	VIVINT SOLAR DEVELOPER LLC	RFND-SOLAR PERMIT-PMT18-01358	44.11	251 3201104	44.11
7397276	06384	VOYAGER FLEET SYSTEMS INC	VOYAGER FLEET SYSTEMS 07/24/18	806.72	101 2602000	806.72
7397277	C8775	WORRELL, JULIE	JW-REIMB-LIEN TRANSFER-EQ1715	66.92	101 4640207	66.92
7397278	09037	ZOE MINISTRIES OF THE AV	RFND-BL FEES-BUSA18-00547	130.60	101 3102200	11.00
					101 3102300	119.60
				130.60		130.60
7397279	08290	4WALL ENTERTAINMENT INC	PAC-GAFFERS TAPE(6 ROLLS)	144.26	101 4650251	144.26
			PAC-GAFFERS TAPE(48 ROLLS)	979.08	101 4650251	979.08
				1,123.34		1,123.34
7397280	A2225	A V AIRPORT EXPRESS, INC	BUSES(2)-RAGING WATERS	2,390.00	101 4640271	2,390.00
7397281	06576	A V CHEVROLET	PANEL/PIN/BSHNGS-EQ3781	378.72	203 4752207	378.72
7397282	03854	A V JANITORIAL SUPPLY	LMS-CAN LINERS	476.33	101 4632406	476.33
			LMS-ROLL TOWELS(6 CASES)	344.93	101 4632406	344.93
			CPC-JANITORIAL SUPPLIES	581.77	101 4631406	581.77
			LMS-JANITORIAL SUPPLIES	992.62	101 4632406	992.62
			EPL-JANITORIAL SUPPLIES	207.64	101 4631406	207.64
				2,603.29		2,603.29
7397283	02357	A V TRANSIT AUTHORITY	JUL-SEP 18-BUS STOP MAINTENNCE	19,800.00	207 4430404	19,800.00
7397284	06294	A V WEB DESIGNS	PAC-18/19 SEASON BRCHRE UPDATE	1,500.00	101 4650308	1,500.00
7397285	06123	ACE AIR CONDITIONING & HEATING	LMS-TICKET OFFICE HVAC REPAIR	825.00	101 4632402	825.00
			COOLER MOTOR/PULLEY INSTALLATN	650.00	203 4752402	650.00
				1,475.00		1,475.00
7397286	A8728	ALL THINGS ENGRAVABLE	EMBROIDER HATS(22)	144.54	101 4641209	144.54
7397287	09006	ALLIED 100 LLC	AED REFRESH PACKS TAX	61.62	101 2175000	61.62
7397288	08884	AMERICAN AIRWORKS	AIR COMPRESSOR	18,184.90	101 2175000	(1,649.19)
					484 4755753	19,834.09
				18,184.90		18,184.90
7397289	C6143	AMERICAN BUSINESS MACHINES	IMAGE RUNNER ADV COPIER	2.34	101 4410254	2.34
7397290	D1663	AMERICAN IRON WORK	NSC-GOAL POST REPAIR	390.00	101 4635402	390.00
			STP-RESTROOM DOOR REPAIR	605.00	101 4631402	605.00
				995.00		995.00
7397291	D3147	AMERICAN PLUMBING SERVICES,INC	LMS-HOSE BIB MAINTENANCE	118.75	101 4632402	118.75
			RDP-TOILET INSTALLATION	398.19	101 4634402	398.19

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				516.94		516.94
7397292	D3188	AMERICAN RED CROSS	LIFEGUARD CLASSES(5 STUDENTS)	180.00	101 4642301	180.00
7397293	D3517	AMERICASPRINTER.COM	MOAH-BOOKLETS(2500)/SHIPPING	1,924.54	101 4644251	1,924.54
7397294	04190	AMERIPRIDE SERVICES	ZELDAS-LINEN RENTALS	118.49	101 4652251	118.49
7397295	02693	ANDY GUMP, INC	RDP-FENCE RNTL-06/15-07/12/18	33.51	101 4634602	33.51
			OMP-FENCE RNTL-07/09-08/05/18	44.68	101 4634602	44.68
			RDP-FENCE RNTL-07/13-08/09/18	33.51	101 4634602	33.51
			OMP-FENCE REMOVAL	547.50	101 4641251	547.50
				<u>659.20</u>		<u>659.20</u>
7397296	08992	ARC DOCUMENT SOLUTIONS LLC	DOCUMENT COPYING SERVICES	36.96	203 4752253	36.96
7397297	08130	ARTAROUND STUDIO	07/18-KIDSWORK INSTRUCTION	231.00	101 4643308	231.00
7397298	04151	AXES FIRE INC	FIRE CERTS(4)	42.00	101 4200207	10.50
					203 4752207	10.50
					480 4755207	10.50
					483 4785207	10.50
			FIRE CERTS(7)	93.50	101 4545207	20.00
					101 4633207	10.50
					101 4800207	10.50
					101 4800207	10.50
					203 4752207	10.50
					203 4752207	10.50
					203 4752207	10.50
					203 4752207	10.50
				<u>135.50</u>		<u>135.50</u>
7397299	03485	BAKERSFIELD TRUCK CENTER	CNTRL/ACTUATOR-EQ3769	287.96	203 4752207	287.96
			PUMPS(2)-EQ3782	1,023.96	203 4752207	1,023.96
				<u>1,311.92</u>		<u>1,311.92</u>
7397300	01580	BASS, LYNNETTE	07/18-MOMMY/DADDY/ME INSTRUCTR	175.50	101 4643308	175.50
			07/18-JRP SUMMER PLY INSTRUCTR	1,392.30	101 4643308	1,392.30
				<u>1,567.80</u>		<u>1,567.80</u>
7397301	08017	BURKE, WILLIAMS & SORENSEN LLP	06/18-PROFESSIONAL SERVICES	2,591.75	101 4400303	2,591.75
7397302	D0812	C S A C EXCESS INSURANCE AUTH	INSURANCE PROGRAM CERTS(23)	287.50	101 4330260	287.50
7397303	C7725	CA CONTRACT CITIES ASSOCIATION	07/18-06/19-ANNUAL MEMBERSHIP	5,090.00	101 4100206	5,090.00
7397304	A9249	CA DEPT OF CORRCTNS/REHAB	06/18-CUSTODY SUPRVSN AGREEMNT	6,409.00	203 4752308	5,104.00
					224 4752308	1,305.00
				<u>6,409.00</u>		<u>6,409.00</u>

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7397305	C0914	CAMPBELL II, EDWARD LEE	07/18-SPORTS OFFICIAL	400.00	101 4641308	400.00
7397306	07595	CATERPILLAR FINANCIAL SVC CORP	2018 EXCAVATOR LEASE	20,484.52	104 4633763	20,484.52
7397307	07733	CHAMBERS, CYNTHIA A	07/18-FIDDLE INSTRUCTOR 07/18-KEYBOARD INSTRUCTOR	240.00 84.00 <u>324.00</u>	101 4643308 101 4643308	240.00 84.00 <u>324.00</u>
7397308	07979	CHARGEPOINT INC	SOFTWARE SERVICES/MAINTENANCE	7,800.00	490 4250301	7,800.00
7397309	08680	CHARLES, RAWLSTON	07/18-SPORTS OFFICIAL	350.00	101 4641308	350.00
7397310	08218	CHERRY, KEVIN	07/18-SPORTS OFFICIAL	225.00	101 4641308	225.00
7397311	03475	CLARK AND HOWARD	UNLOCK TRUCK-EQ5661	45.00	101 4632207	45.00
7397312	C0054	COLE-ROUS, JOHN	07/18-SPORTS OFFICIAL	180.00	101 4641308	180.00
7397313	08484	CONSOLIDATED ELECTRIC DIST INC	NSC-LIGHT BULBS(24)	313.39	101 4635403	313.39
7397314	D3965	CRAGOE PEST SERVICES, INC	LMS-PEST/DISEASE TREATMENT	750.00	101 4632402	750.00
7397315	C5109	D'S CERAMICS	07/18-POTTERS WHEEL INSTRUCTN 07/18-CHILDRENS ART INSTRUCTN	91.00 70.00 <u>161.00</u>	101 4643308 101 4643308	91.00 70.00 <u>161.00</u>
7397316	C7625	DAPEER, ROSENBLIT & LITVAK, LLP	06/18-SPECIALIZED LGL SVCS	966.36	101 4400303	966.36
7397317	08803	DEDMAN, LENARDO	07/18-SPANISH INSTRUCTOR	216.00	101 4643308	216.00
7397318	00414	DESERT LOCK COMPANY	AHP-DOOR DEAD BOLT REPAIR CH-CYLINDERS/KEYS ZELDAS-KEYS(2)	57.50 151.11 2.00 <u>210.61</u>	101 4631402 101 4633403 101 4652251	57.50 151.11 2.00 <u>210.61</u>
7397319	07159	DIAZ, BRANDON	07/18-TENNIS INSTRUCTOR 07/18-TENNIS INSTRUCTOR	744.00 496.00 <u>1,240.00</u>	101 4643308 101 4643308	744.00 496.00 <u>1,240.00</u>
7397320	08124	DONES, AMANDA	07/18-SPORTS OFFICIAL	80.00	101 4641308	80.00
7397321	03409	DOUTRE, ROBERT	07/18-SPORTS OFFICIAL	190.00	101 4641308	190.00
7397322	08329	E C S IMAGING INC	PRJCT MANAGEMENT/CONVERSN SVCS	562.50 <u>562.50</u>	109 4110301 109 4110302	112.50 450.00 <u>562.50</u>
7397323	05665	EGGERTH, DARRELL	07/18-SPORTS OFFICIAL	220.00	101 4641308	220.00

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7397324	07197	ESPRITT, JA VAUGHN	07/18-SPORTS OFFICIAL	675.00	101 4641308	675.00
7397325	C9406	ESTES, MAURICE (WH)	07/18-SPORTS OFFICIAL	20.00	101 4641308	20.00
7397326	06380	EWING IRRIGATION PRODUCTS, INC	LMS-TURFACE/FERTLZR/CLEAT CLNR	1,133.39	101 4632404	1,133.39
7397327	06304	FAMCON PIPE & SUPPLY, INC	RINGS/TUBES MANHOLE FRAMES/COVERS	1,261.44 31,207.50	480 4755410 480 17SR004924	1,261.44 31,207.50
				<u>32,468.94</u>		<u>32,468.94</u>
7397328	07937	FARRELL, ANTHONY R	ZELDAS-PERF-MUSIC-07/27/18	200.00	101 4652251	200.00
7397329	08838	FEHR & PEERS	LANC SAFR STRTS ACTN PLAN SVCS	9,542.50	101 4785301 349 4785301	954.25 8,588.25
				<u>9,542.50</u>		<u>9,542.50</u>
7397330	A2326	FESTIVAL FUN PARKS LLC	DAY CAMP EXCURSION-07/19/18	4,825.08	101 4640270	4,825.08
7397331	08308	GET HOOKED CRANE SERVICE INC	OMP-LIGHT POLE INSTALLATION	280.00	101 4634402	280.00
7397332	08753	GRIFFCO PAINTING	LMS-DISPNSR RMVLS/WALL REPAIRS	750.00	101 4632402	750.00
7397333	07243	HALL IV, CHARLES S	07/18-SPORTS OFFICIAL	200.00	101 4641308	200.00
7397334	D0325	HAMMOND, GWYNNE	07/18-SPORTS OFFICIAL	80.00	101 4641308	80.00
7397335	02585	HARRELL, BARON	07/18-SPORTS OFFICIAL	314.00	101 4641308	314.00
7397336	08107	HEGRE, TAWNEE	07/18-SPORTS OFFICIAL	50.00	101 4641308	50.00
7397337	08944	HI-VIZ SAFETY WEAR LLC	UNIFORM HOODIES/SHIRTS/DUFFELS	3,578.05	203 4752209	3,578.05
7397338	D0501	HIESL CONSTRUCTION INC	ESCROW REPAIRS	325.00	363 4542770	325.00
7397339	C9535	HILLYARD/LOS ANGELES	CH-CAN LINER/TOWELS	1,323.80	101 4633406	1,323.80
7397340	01260	HONDA LANCASTER	HOLDER-EQ1749	3.46	101 4410207	3.46
7397341	C4032	HOUSING RIGHTS CENTER	06/18-FAIR HOUSING PROGRAM	2,020.89	361 4541301	2,020.89
7397342	07127	HUMAN ELEMENT	07/18-BARR INSTRUCTION 07/18-YOGA INSTRUCTION	33.60 33.60	101 4643308 101 4643308	33.60 33.60
				<u>67.20</u>		<u>67.20</u>
7397343	D3626	INLAND EMPIRE REG CMPSTNG AUTH	NSC-COMPOST	670.00	101 4635404	670.00
7397344	D3842	INNOVATION EDUCATION	07/18-SUMMER WORKSHOP INSTRCTN 07/18-SUMMER WORKSHOP INSTRCTN 07/18-ITALIAN INSTRUCTION	36.00 126.00 56.00	101 4643308 101 4643308 101 4643308	36.00 126.00 56.00

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			07/18-ITALIAN INSTRUCTION	336.00	101 4643308	336.00
			07/18-LEGO ROBOTICS INSTRUCTN	896.00	101 4643308	896.00
			07/18-SUMMER WORKSHOP INSTRCTN	108.00	101 4643308	108.00
				<u>1,558.00</u>		<u>1,558.00</u>
7397345	06623	INTERN'L DANCE FITNESS ACADEMY	07/18-HIP HOP INSTRUCTION	352.80	101 4643308	352.80
			07/18-SALSA INSTRUCTION	192.00	101 4643308	192.00
			07/18-HIP HOP INSTRUCTION	117.60	101 4643308	117.60
			07/18-BALLET/TAP INSTRUCTION	270.00	101 4643308	270.00
			07/18-BALLET/TAP INSTRUCTION	432.00	101 4643308	432.00
				<u>1,364.40</u>		<u>1,364.40</u>
7397346	A2594	INTERSTATE BATTERY SYS OF A V	BATTERIES(6)	655.44	101 4783207	112.77
					101 4800207	99.67
					101 4800207	111.76
					203 4785207	221.50
					482 4752207	109.74
				<u>655.44</u>		<u>655.44</u>
7397347	03366	J A S PACIFIC, INC	PLAN REVIEW/INSPECTION SRVCS	2,187.50	251 4783301	2,187.50
7397348	07696	JOHNSON, DONALD	07/18-SPORTS OFFICIAL	75.00	101 4641308	75.00
7397349	01419	JOHNSTONE SUPPLY	LINE VOLT MONITOR	109.49	101 4633403	109.49
7397350	D1903	KERN MACHINERY INC-LANCASTER	OMP-MOWER REPAIR PARTS-EQ5831	247.61	101 4634207	247.61
			SHOCK ABSRBR-EQ1514	340.92	101 4800207	340.92
				<u>588.53</u>		<u>588.53</u>
7397351	A8656	KIMLEY-HORN & ASSOCIATES INC	CP15006-PROFESSIONAL SERVICES	9,993.40	232 16ST028924	9,993.40
7397352	C8919	KOCUREK, PHILLIP	07/18-PHOTOGRAPHY INSTRUCTOR	270.00	101 4643308	270.00
7397353	1203	LANCASTER PLUMBING SUPPLY	JRP-HOSE BIBB/TEFLON TAPE	13.30	101 4631404	13.30
			PAC-RETRO KIT	20.99	101 4650403	20.99
			JRP-URINAL KIT/COVER/REGAL KIT	40.47	101 4631403	40.47
				<u>74.76</u>		<u>74.76</u>
7397354	08387	LOOMIS	06/18-ARMORED CAR SERVICE	1,698.58	101 3501110	1,698.58
7397355	D3390	LOPEZ, JOE	07/18-SPORTS OFFICIAL	100.00	101 4641308	100.00
7397356	D3290	MAHOWALD, DAA	07/18-CHESS CLUB INSTRUCTOR	147.00	101 4643308	147.00
7397357	08106	MARTINEZ, CRISTINA A	07/18-BALLET INSTRUCTOR	729.00	101 4643308	729.00
			07/18-BALLET INSTRUCTOR	216.00	101 4643308	216.00
				<u>945.00</u>		<u>945.00</u>
7397358	06663	MASON, MELINDA	BYD CHINA DLGT TOUR-PHOTO SVCS	300.00	101 4100301	300.00

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7397359	06886	MAULDIN JR, JOSEPH	07/18-SPORTS OFFICIAL	70.00	101 4641308	70.00
7397360	05457	MAULDIN JR, LEO	07/18-SPORTS OFFICIAL	340.00	101 4641308	340.00
7397361	C1198	MC PHERSON CONSULTING	PAC/CH-DOOR RLS/FIRE ALARM SVC	300.00	101 4633402	300.00
7397362	01386	MERRIMAC ENERGY GROUP	UNLEADED(5408) DIESEL(1978)	15,647.44 6,259.33 <u>21,906.77</u>	101 1620000 101 1620000	15,647.44 6,259.33 <u>21,906.77</u>
7397363	1397	METRO FLOORS	LMS-FRNSH/INSTLL FLOOR COVERNG	7,564.00	213 12BS014924	7,564.00
7397364	08748	MILLER, KENNETH	07/18-SPORTS OFFICIAL	150.00	101 4641308	150.00
7397365	D1167	MUNICIPAL CODE CORPORATION	ELECTRONIC UPDATE PAGES	334.00	101 4210360	334.00
7397366	08562	NAPA AUTO PARTS	WINDW REGULATOR-EQ1510 TIE ROD/EXHST MANFLD-EQ3307 GAS CAP-EQ3757 GAS CAP-EQ3757 CONDNSR FANS(2)-EQ5856 THERMOSTAT-EQ3351 AIR/OIL FLTRS-EQ7511 OIL FILTER-EQ3351 GAUGE-EQ3351 CAB AIR FLTRS(4)-EQ3769 FILTER WRENCH-EQ3384	59.92 111.64 13.49 13.49 210.20 5.67 18.18 5.22 134.19 117.78 22.12 <u>711.90</u>	480 4755207 484 4752207 203 4752207 203 4752207 101 4631207 484 4755207 101 4783207 484 4755207 484 4755207 203 4752207 203 4752207	59.92 111.64 13.49 13.49 210.20 5.67 18.18 5.22 134.19 117.78 22.12 <u>711.90</u>
7397367	06513	ODYSSEY POWER	MTNC YD-GENERATOR MAINTENANCE	415.00	480 4755402	415.00
7397368	A7221	P E R S LONG TERM CARE PROGRAM	LONG TERM CARE PREM-PP 15-2018	1,685.18	101 2170200	1,685.18
7397369	05741	P P G ARCHITECTURAL FINISHES	NSC-FIELD PAINT NSC-FIELD PAINT	310.10 993.60 <u>1,303.70</u>	101 4635404 101 4635404	310.10 993.60 <u>1,303.70</u>
7397370	03307	PARKER, JESSE	07/18-SPORTS OFFICIAL	350.00	101 4641308	350.00
7397371	08930	PAVEMENT ENGINEERING INC	CP18001-REVIVE 25 PVMNT MNGMNT CP18001-REVIVE 25 PVMNT MNGMNT	6,833.75 43,072.50 <u>49,906.25</u>	210 12ST037924 210 12ST037924	6,833.75 43,072.50 <u>49,906.25</u>
7397372	06858	PRICE, TYLEN	07/18-SPORTS OFFICIAL	50.00	101 4641308	50.00
7397373	07287	PRINTING BOSS	AHP-SIGNS(6)	131.40	101 4631402	131.40
7397374	C5395	PRO ACTIVE WORK HEALTH SERVICES	DC-ESCREEN TEST-06/05/18 LD-ESCREEN TEST-06/06/18	40.00 40.00	101 4320301 101 4320301	40.00 40.00

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			MA-PHYS/ESCRN/TB TST-06/20/18	100.00	101 4320255	100.00
			DP-ESCREEN TEST-06/22/18	40.00	101 4320301	40.00
				<u>220.00</u>		<u>220.00</u>
7397375	05518	PROJECT PARTNERS INC	06/18-PROFESSIONAL SERVICES	8,928.00	210 15ST055924	576.00
					217 16ST007924	1,296.00
					251 4762308	7,056.00
				<u>8,928.00</u>		<u>8,928.00</u>
7397376	05864	QUINN COMPANY	SWITCH-EQ3778	31.38	203 4752207	31.38
			FILTERS(8)-EQ3778	400.67	203 4752207	400.67
				<u>432.05</u>		<u>432.05</u>
7397377	09016	RED HELMET TRAINING	HAZ MAT TRAINING CLASSES	3,600.00	101 4220301	3,600.00
7397378	06712	RICE, BRIAN S.	07/18-SPORTS OFFICIAL	20.00	101 4641308	20.00
7397379		VOID				
7397380	05943	ROBERTSON'S	CONCRETE	327.45	203 4752410	327.45
			CONCRETE	122.79	203 4752410	122.79
			CONCRETE	245.59	203 4752410	245.59
				<u>695.83</u>		<u>695.83</u>
7397381	09036	ROMERO, DANIEL	RFND-RENTAL DEPOSIT/FEE	1,394.00	101 2182001	1,394.00
7397382	04337	RUIZ, LINDA	07/18-TENNIS INSTRUCTOR	428.40	101 4643308	428.40
7397383	08492	RUTAN & TUCKER, LLP	05/18-LEGAL SERVICES	8,365.00	991 4540303	8,365.00
7397384	D3947	S G A CLEANING SERVICES	EDP-GRAFFITI REMOVAL	635.00	101 4631402	635.00
			LMS-GRAFFITI REMOVAL	327.00	101 4632402	327.00
			JRP-GRAFFITI CLEANING	485.00	101 4631402	485.00
			LMS-SPRINKLER/LINE REPAIRS	385.00	101 4632402	385.00
				<u>1,832.00</u>		<u>1,832.00</u>
7397385	03962	SAFETY KLEEN	HAZ WASTE PARTS WASHER	141.41	101 4753657	141.41
7397386	A8260	SAGE STAFFING	SB-FINANCE STAFF-07/02-06/18	744.00	101 4410308	744.00
			MB-ADMIN STAFF-07/09-13/18	961.00	101 4200112	961.00
			AM-PUBLIC SFTY STFF-07/09-13/18	714.40	101 4820308	714.40
			SB-FINANCE STAFF-07/09-13/18	947.44	101 4410308	947.44
			TP-CAP ENG STAFF-07/09-13/18	1,170.40	251 4762308	1,170.40
			MM-CAP ENG STAFF-07/09-13/18	1,208.00	210 12ST036924	604.00
					210 15BR004924	604.00
				<u>5,745.24</u>		<u>5,745.24</u>
7397387	06651	SANTOS BOXING USA	07/18-BOXING INSTRUCTION	210.00	101 4643308	210.00
			07/18-BOXING INSTRUCTION	420.00	101 4643308	420.00
				<u>630.00</u>		<u>630.00</u>

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7397388	C3064	SANTOS, RENALDO	07/18-SPORTS OFFICIAL	260.00	101 4641308	260.00
7397389	D2568	SEQUOIA PACIFIC SOLAR I, LLC	CH-06/18(106223.04 KWH) LMS-06/18(69068.64 KWH) MTNC YD-06/18(62837.04 KWH) OMP-06/18(31212.16 KWH) PAC-06/18(42931.6 KWH)	10,622.30 6,906.86 6,283.70 3,121.22 4,293.16 <u>31,227.24</u>	101 4633652 101 4632652 101 4633652 101 4634652 402 4650652	10,622.30 6,906.86 6,283.70 3,121.22 4,293.16 <u>31,227.24</u>
7397390	1894	SIGNS & DESIGNS	PAC-POSTER PAC-POSTERS(3) ZELDAS-BANNERS(8)	71.18 213.53 <u>1,226.40</u> 1,511.11	402 4650205 402 4650205 101 4650205	71.18 213.53 <u>1,226.40</u> 1,511.11
7397391	08538	SILVESTRE, BARBARA	07/18-SEWING INSTRUCTOR	264.00	101 4643308	264.00
7397392	01816	SMITH PIPE & SUPPLY INC	OMP-IRRIGATION SUPPLIES OMP-POP UPS/ROTORS/NOZZLES	197.09 <u>345.63</u> 542.72	101 4634404 101 4634404	197.09 <u>345.63</u> 542.72
7397393	07553	SMITH, MICHAEL	07/18-SPORTS OFFICIAL	20.00	101 4641308	20.00
7397394	04688	SPARKLETTS	WATER(6-24PKS) WATER(6-24PKS)	114.82 <u>114.92</u> 229.74	101 4100205 101 4100205	114.82 <u>114.92</u> 229.74
7397395	A6479	TAFT ELECTRIC COMPANY	POLE REPLACEMENTS(5)	14,649.39	483 4755460	14,649.39
7397396	2007	TARGET SPECIALTY PRODUCTS	LMS-FERTILIZER	970.01	101 4632404	970.01
7397397	05842	TEJON CONSTRUCTORS INC	WATER METER INSTALLATION WATER METER INSTALLATION	500.00 <u>500.00</u> 1,000.00	485 4755301 485 4755301	500.00 <u>500.00</u> 1,000.00
7397398	06962	TEN8 UNIFORMS	UNIFORM SHIRTS/PANTS	137.86	101 4647209	137.86
7397399	07494	THOMPSON, JACKLYN	07/18-SPORTS OFFICIAL	110.00	101 4641308	110.00
7397400	D3099	TPX COMMUNICATIONS	07/18-TELEPHONE SERVICE	9,379.57	101 4315651	9,379.57
7397401	02977	TURBO DATA SYSTEMS INC	06/18-ADMIN CITATN PROCESSING	3,520.87	101 4310301	3,520.87
7397402	07025	U-HAUL	MOAH-TRUCK RNTL-07/19/18 MOAH-TRUCK RNTL-07/20/18	241.88 <u>393.83</u> 635.71	101 4653602 101 4653602	241.88 <u>393.83</u> 635.71
7397403	08783	UNIFIRST CORPORATION	UNIFORM CLEANINGS	110.49	480 4755209	110.49
7397404	C4011	UNITED RENTALS	AHP-AERATOR RNTL-07/02/18	128.12	101 4631602	128.12

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7397405	31009	UNIVERSAL ELECTRONIC ALARMS	MTNC YD-08/18-FIRE ALARM	27.00	203 4752301	27.00
			MTNC YD-08/18-SECURITY ALARM	27.00	203 4752301	27.00
				54.00		54.00
7397406	08927	URBAN, CODY	LTV-TRUE COMMUNITY EPISODE	583.33	101 4305296	583.33
7397407	D3370	VERIZON WIRELESS	06/18-WIRELESS SERVICE	1,683.34	101 4315651	1,683.34
7397408	C2434	VINSA INSURANCE ASSOCIATES	PF-10/17-10/18-VENDORS-3RD QTR	379.78	101 2182040	379.78
7397409	04496	VULCAN MATERIAL WESTERN DIV	COLD MIX	148.81	203 4752410	148.81
			COLD MIX	169.51	203 4752410	169.51
			COLD MIX	112.79	203 4752410	112.79
			COLD MIX	138.85	203 4752410	138.85
			COLD MIX	121.98	203 4752410	121.98
			ASPHALT/BUCKET	189.31	203 4752410	189.31
			COLD MIX	115.08	203 4752410	115.08
	996.33		996.33			
7397410	06209	WAGeworks	07/18-FSA ADMIN FEES	471.97	101 2100000	28.14
					101 2100000	443.83
				471.97		471.97
7397411	05087	WALSMA OIL COMPANY	OIL	4,271.35	101 4753214	4,271.35
7397412	31026	WAXIE SANITARY SUPPLY	MTNC YD-RECYCLING BOXES(6)	280.87	330 4755775	280.87
			OMP-JANITORIAL SUPPLIES	1,791.57	101 4634406	1,791.57
			OMP-JANITORIAL SUPPLIES	29.67	101 4634406	29.67
			2,102.11		2,102.11	
7397413	05806	WEST COAST SAFETY SUPPLY CO	SENSORS(6)	1,501.88	480 4755402	1,501.88
7397414	D2896	WHITE NELSON DIEHL EVANS LLP	FY17/18-INTERIM AUDIT	9,000.00	101 4310304	9,000.00
7397415	D0298	WILLDAN FINANCIAL SERVICES	CFD FEASIBILITY STUDY	2,512.00	101 4200301	2,512.00
7397416	08761	WILLIAMS, ANDREA M	07/18-BALLET INSTRUCTOR	96.00	101 4643308	96.00
7397417	C5965	WOLF, LAWRENCE	07/18-SPORTS OFFICIAL	60.00	101 4641308	60.00
7397418	07040	YOUNG'S MARKET COMPANY, LLC	PAC/ZELDAS-BEVERAGES	1,141.29	101 4650251	759.44
					101 4652251	381.85
				1,141.29		1,141.29
7397419	07551	YOUNG, DANA L	07/18-PICKLEBALL INSTRUCTOR	63.00	101 4643308	63.00
			07/18-PICKLEBALL INSTRUCTOR	58.80	101 4643308	58.80
			07/18-PICKLEBALL INSTRUCTOR	45.50	101 4643308	45.50
				167.30		167.30

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7397420	D3242	ZIMMER, DANIEL	07/18-SPORTS OFFICIAL	160.00	101 4641308	160.00
7397421	A1310	A V UNION HIGH SCHOOL DISTRICT	ROPS #283-CERBT-JUL-DEC 18	54,849.50	991 4240242	54,849.50
7397422	C7946	L A CO DEPT ANIMAL CARE&CONTRL	06/18-HOUSING COSTS	87,263.71	101 4820363	87,263.71
7397423	03527	L A CO FIRE DEPT	FIRE IMPCT FEE-FY17/18 4TH QTR	207,795.07	101 2174000	218,110.81
					101 3501100	620.84
					101 3614100	(10,936.58)
				207,795.07		207,795.07
7397424	08118	BYD ENERGY LLC	LED STREETLIGHTS(541)	103,000.08	483 4755460	1,902.01
					483 4755665	101,098.07
				103,000.08		103,000.08
7397425	D4004	J P POOLS	EPL-SKYLIGHT REPAIRS	4,400.00	261 12ZZ003924	4,400.00
			NSC-CLOTEC UNIT	53,512.65	101 4635763	7,162.18
					104 4631763	46,350.47
				57,912.65		57,912.65
7397426	05934	SHI INTERNATIONAL CORP	COMPUTING KIT-MINI PC	954.77	101 4315302	954.77
			SHAREGATE SUBSCRIPTION UPDATE	3,995.00	101 4315302	3,995.00
			HARD DISK DRIVES(2)	722.70	101 4315302	722.70
			ELITEDESK TOWERS(64)	55,801.90	109 4315291	55,801.90
			WORKSPACE SUBSCRIPTIONS(100)	3,795.00	101 4315302	3,795.00
			SOFTWARE SUPPORT	6,043.10	101 4315302	6,043.10
				71,312.47		71,312.47
7397427	1916	STRADLING,YOCCA,CARLSON,RAUTH	05/18-LEGAL SERVICES	8,108.00	101 4400303	8,108.00
			05/18-LEGAL SERVICES	302.50	991 4540303	302.50
			05/18-LEGAL SERVICES	29,504.21	101 4400303	113.25
					101 4400303	168.60
					101 4400303	477.70
					101 4400303	562.00
					101 4400303	730.60
					101 4400303	814.90
					101 4400303	4,064.95
					101 4400303	18,201.58
					491 4370303	3,091.00
					811 4100303	21.20
					830 4300303	94.63
					833 4300303	427.35
					833 4300303	427.35
					991 4540303	309.10
			06/18-LEGAL SERVICES	46,940.59	101 4400303	309.10
					101 4400303	570.80
					101 4400303	618.20
					101 4400303	646.30
					101 4400303	1,316.73

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					101 4400303	1,839.60
					101 4400303	2,672.22
					101 4400303	4,834.20
					101 4400303	5,883.20
					101 4400303	24,104.50
					490 4370303	168.60
					491 4370303	1,254.90
					811 4100303	746.40
					830 4300303	22.40
					830 4300303	73.94
					833 4300303	709.75
					833 4300303	944.95
					991 4540303	224.80
			06/18-LEGAL SERVICES	8,108.00	101 4400303	8,108.00
			06/18-LEGAL SERVICES	165.00	991 4540303	165.00
				<u>93,128.30</u>		<u>93,128.30</u>
7397428	07568	CITY OF COMMERCE	PROP A FUND EXCHNG-FY18/19	1,425,000.00	207 4430991	1,425,000.00
7397429	00107	A V PRESS	06/18-ON THE NET ADS	202.50	101 4305205	202.50
7397430	06845	BONANNO, JUSTIN	CS-PERF-MUSIC-08/16/18	800.00	101 4680225	800.00
7397431	02279	BRUBAKER, ELIZABETH	EB-REIMB-OFFICE CHAIR	186.14	306 4542291	186.14
7397432	08754	CA MUNICIPAL COMPLNCE CNSLTNTS	07/18-PS-CONSULTING SVCS	10,000.00	101 4820301	10,000.00
7397433	D3231	COUWENBERG, ANDREA	08/01-04/18-CONTRACT SERVICES	1,324.00	101 4653308	1,324.00
7397434	08551	EMPLOYMENT DEVELOPMENT DEPT	EARNINGS WITHHOLDING	50.00	101 2159000	50.00
7397435	02108	FRANCHISE TAX BOARD	TAX WITHHOLDING ORDER	68.24	101 2159000	68.24
7397436	02108	FRANCHISE TAX BOARD	TAX WITHHOLDING ORDER	240.00	101 2159000	240.00
7397437	02108	FRANCHISE TAX BOARD	TAX WITHHOLDING ORDER	338.26	101 2159000	338.26
7397438	05422	L A CO SHERIFF'S DEPT	CASE #M-1502-CL-20260	20.19	101 2159000	20.19
7397439	D3448	L A CO SHERIFF'S DEPT	FILE #3631804180048	106.26	101 2159000	106.26
7397440	D3448	L A CO SHERIFF'S DEPT	FILE #3631104150058	125.00	101 2159000	125.00
7397441	D3448	L A CO SHERIFF'S DEPT	FILE #3631801190021	300.00	101 2159000	300.00
7397442	1214	L A CO SHERIFF'S DEPT	06/18-SPECIAL INVESTIGATIONS	1,863.41	101 4820355	1,694.01
					101 4820357	169.40
				<u>1,863.41</u>		<u>1,863.41</u>
7397443	A4930	LANDALE MUTUAL WATER COMPANY	L/CHALLENGER-07/18 WATER SVC	57.35	203 4636654	57.35

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7397444	09041	LIM, KIMNEE	RFND-RNTL HSNG LC FEE-10028810	28.00	101 3102400	28.00
7397445	09028	ROSALES, JEFFREY J	07/18-VOLUNTEER MEAL ALLOWANCE	216.00	101 4200301	216.00
7397446	09031	SLIFE, CATHERINE	CASE #BD455957	475.00	101 2159000	475.00
7397447	03154	SO CA EDISON	07/01/18-08/01/18 ELECTRIC SVC	214.04	483 4785660	214.04
7397448	03154	SO CA EDISON	06/21/18-08/02/18 ELECTRIC SVC	691.04	363 4542770 482 4636652 483 4785652 483 4785652 483 4785660 484 4755652	28.79 429.09 56.00 69.53 56.13 51.50
				691.04		691.04
7397449	03154	SO CA EDISON	06/04/18-08/02/18 ELECTRIC SVC	2,825.69	483 4785652	2,825.69
7397450	03154	SO CA EDISON	10/17-05/18 NON ENERGY	15,302.23	490 4370301 490 4370301 490 4370301 490 4370301	(19,808.69) 4,659.24 6,719.03 23,732.65
				15,302.23		15,302.23
7397451	1907	SO CA GAS COMPANY	06/19/18-07/31/18 GAS SVC	32.50	101 4631655 101 4633655 101 4635655	15.78 15.78 0.94
				32.50		32.50
7397452	C2555	TIME WARNER CABLE	08/18-TV SERVICE-VICE MAYOR	23.06	101 4315651	23.06
7397453	C2555	TIME WARNER CABLE	08/18-TV SERVICE-CITY MNGR+3	106.53	101 4315651	106.53
7397454	C2555	TIME WARNER CABLE	08/18-BUSINESS-MAYORS OFFICE	160.19	101 4315651	160.19
7397455	C2555	TIME WARNER CABLE	08/18-ROADRUNNER SERVICE	233.88	101 4315651	233.88
7397456	C8046	U S DEPT OF EDUCATION	LEVY PROCEEDS	286.40	101 2159000	286.40
7397457		VOID				
7397458	C7500	A B I DOCUMENT SUPPORT SRVCS	CLAIM #040-15/CLGL-1346A1 CLAIM #040-15/CLGL-1346A1	109.88 109.88	101 4230303 101 4230303	109.88 109.88
				219.76		219.76
7397459	02071	A G SOD FARMS INC	LMS-SOD	112.94	101 4632404	112.94
7397460	A5389	A V FAIR	2018 FAIR SPONSORSHIP	10,000.00	101 4649225	10,000.00

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7397461	05449	ACCELA, INC	07/18-PROFESSIONAL SERVICES	7,400.00	101 4315302	7,400.00
7397462	07489	ACCESSO SHOWARE	PAC-06/18-TICKET SALES	1,492.20	402 4650302	1,492.20
7397463	06123	ACE AIR CONDITIONING & HEATING	MTNC YD-INSTALL COOLER PARTS	1,850.00	203 4752402	1,850.00
7397464	08894	ADHERENCE COMPLIANCE	MEDICAL CANNABIS SUPPORT SVCS	6,650.00	101 4230301	6,650.00
			MEDICAL CANNABIS SUPPORT SVCS	3,850.00	101 4230301	3,850.00
			MEDICAL CANNABIS SUPPORT SVCS	6,000.00	101 4230301	6,000.00
				<u>16,500.00</u>		<u>16,500.00</u>
7397465	C8745	ADVANCE ELECTRIC	OMP-TROUBLESHOOT SCOREBOARD	250.00	101 4634402	250.00
			OMP-REPAIR SCOREBOARD	450.00	101 4634402	450.00
				<u>700.00</u>		<u>700.00</u>
7397466	C6143	AMERICAN BUSINESS MACHINES	CRDT-PRINTER STAPLE CARTRIDGE	(114.98)	101 4410254	(114.98)
			IMAGE RUNNER ADV COPIER	19.64	101 4410254	19.64
			PRINTER STAPLE CARTRIDGE	114.98	101 4410254	114.98
			PRINTER STAPLE CARTRIDGE	74.46	101 4410254	74.46
				<u>94.10</u>		<u>94.10</u>
7397467	D3147	AMERICAN PLUMBING SERVICES, INC	EDP-TOILET REPAIRS	182.68	101 4631402	182.68
			PBP-DRINKING FOUNTAIN REPAIR	545.00	101 4631402	545.00
			JRP-CLEAR CLOGGED URINAL	95.00	101 4631402	95.00
				<u>822.68</u>		<u>822.68</u>
7397468	04190	AMERIPRIDE SERVICES	UNIFORM CLEANINGS	45.54	101 4753209	45.54
7397469	05251	AMTECH ELEVATOR SERVICES	08/18-ELEVATOR SERVICE	986.11	101 4632301	246.53
					101 4633301	246.53
					101 4650301	493.05
				<u>986.11</u>		<u>986.11</u>
7397470	08992	ARC DOCUMENT SOLUTIONS LLC	DOCUMENT COPYING SERVICES	41.61	209 16ST007924	41.61
			DOCUMENT COPYING SERVICES	19.53	210 15ST055924	19.53
			DOCUMENT COPYING SERVICES	482.82	210 12ST036924	482.82
			DOCUMENT COPYING SERVICES	168.27	210 12ST037924	168.27
			DOCUMENT COPYING SERVICES	91.51	217 16ST006924	91.51
			DOCUMENT COPYING SERVICES	260.91	217 16ST005924	260.91
				<u>1,064.65</u>		<u>1,064.65</u>
7397471	05187	ATKINSON MASONRY	22 E/K-WALL REPAIRS	950.00	482 4636462	950.00
			40 W/J8-WALL REPAIRS	775.00	482 4636462	775.00
				<u>1,725.00</u>		<u>1,725.00</u>
7397472	C8921	BARTEL ASSOCIATES, LLC	06/18-CONSULTING SERVICES	4,610.00	101 4310301	4,610.00
7397473	01863	BAVCO	VALVE	926.96	482 4636404	926.96

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7397474	08127	BECKETT PLUMBING	EDP-REPLACE URINALS/SINK EPL-UNCLOG URINALS/CHNG DPHRGM	975.00 275.00 <u>1,250.00</u>	101 4631402 101 4631402	975.00 275.00 <u>1,250.00</u>
7397475	06699	BOOKER, MELVIN JR	ZELDAS-PERF-MUSIC-07/28/18	300.00	101 4652251	300.00
7397476	08902	BUILDERS UNLIMITED CONSTRUCTRS	CH-FENCE RMVL/SIDING REPAIRS	24,500.00	101 11BS019924	24,500.00
7397477	08094	BURRELLESLUCE	07/18-MONTHLY MEDIA CHARGES	353.25	101 4305301	353.25
7397478	06020	CANON FINANCIAL SERVICES, INC	08/18 COPIER LEASE	12,867.96	101 4310254	12,867.96
7397479	08940	CARQUEST	CANISTER SOLENOID-EQ2308 SENSOR	35.36 350.40 <u>385.76</u>	203 4752207 101 4753208	35.36 350.40 <u>385.76</u>
7397480	00382	CARRIER COMMUNICATIONS	08/18-HAUSER MTN SITE RENT	559.30	101 4200350	559.30
7397481	02197	CARROT TOP INDUSTRIES INC	CH-FLAGS(10)	801.11 <u>801.11</u>	101 2175000 101 4633404	(72.06) 873.17 <u>801.11</u>
7397482	08733	CARTER, JESSICA	RFND-PY CREDIT ON ACCOUNT	25.00	101 2182001	25.00
7397483	08122	COHEN VENTURES INC	LANCSTR OFF GRID PROFFSNL SVCS	7,486.50	101 4100301	7,486.50
7397484	08484	CONSOLIDATED ELECTRCL DIST INC	CH-LIGHTING IMPROVEMENTS CH-LIGHTING IMPROVEMENTS	13,297.68 18,074.07 <u>31,371.75</u>	101 4633402 101 4633402	13,297.68 18,074.07 <u>31,371.75</u>
7397485	A5806	COOPERATIVE PERSONNEL SERVICE	LANC-COMP/CLASS STUDY SVCS	27,120.64	101 4320301	27,120.64
7397486	D4209	DAVID ROYER, P.E.	CLAIM #004-17/CLGL-1383A2	3,000.00	101 4330300	3,000.00
7397487	06866	DEPT OF INDUSTRIAL RELATIONS	PAC-INSPECTION-REAR PAC-INSPECTION-FRONT	675.00 675.00 <u>1,350.00</u>	402 4650301 402 4650301	675.00 675.00 <u>1,350.00</u>
7397488	00414	DESERT LOCK COMPANY	JRP-KEYS(5)	19.16	101 4631403	19.16
7397489	08839	DUKE ENGINEERING AND ASSOCS	BULLFROGS ENGINEERING SERVICES	1,425.00	227 11BS023924	1,425.00
7397490	08329	E C S IMAGING INC	DOCUSIGN INTEGRATION	300.00	101 4315302	300.00
7397491	D3528	E G BRENNAN & CO CORP	SHREDDER DOOR SWITCH	94.17	101 4210259	94.17
7397492	08643	EARTH SYSTEMS PACIFIC	CP17008-10TH ST W GAP CLOSURE	532.00	206 15ST026924	532.00
7397493	00617	FEDERAL EXPRESS CORPORATION	EXPRESS MAILINGS	127.22	101 4200212	72.42

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					101 4650212	37.93
					306 4542212	16.87
			EXPRESS MAILINGS	230.17	101 1110000	24.99
					101 4200212	25.92
					101 4770212	137.06
					306 4542212	21.66
					399 15ST053924	10.27
					399 15ST054924	10.27
				<u>357.39</u>		<u>357.39</u>
7397494	07124	FIRST AMERICAN DATA TREE, LLC	07/18-PROFESSIONAL SERVICES	500.00	101 4230301	500.00
7397495	07665	FRONTIER ENERGY INC	LCE-05/18-06/18 PROFESSNL SVCS	13,775.00	490 4370653	13,775.00
7397496	07044	HARTMAN, BRETT D	SEED COLLECTION/DISPERSAL	1,620.00	224 13EV001924	1,620.00
7397497	04440	INSIGHT PUBLIC SECTOR, INC	ADOBE ACROBAT LICENSES(250)	4,562.50	101 4315302	4,562.50
7397498	D4004	J P POOLS	WPL/TBP/EPL-CHEMICALS	11,455.00	101 4631670	11,455.00
			AHP/EPL/TBP-MISC AQUATIC SRVCS	1,222.94	101 4631670	1,222.94
				<u>12,677.94</u>		<u>12,677.94</u>
7397499	07532	KELLEY, MICHAEL R	CS-DJ SVCS-07/05-26/18	320.00	101 4680225	320.00
7397500	06131	KINETIC BREWING COMPANY	ZELDAS-BEVERAGES	94.00	101 4652251	94.00
7397501	A7680	LANCASTER JETHAWKS	LMS-VIDEO BOARD	12,500.00	213 12BS014924	12,500.00
7397502	D3426	LAW OFFICES CHRISTOPHER RAMSEY	CLAIM #004-17/CLGL-1383A2	12,758.30	109 4330300	12,758.30
7397503	D1736	LEVEL 3 COMMUNICATIONS LLC	07/18-INTERNET/DATA-#50041351	3,931.67	101 4315651	3,931.67
7397504	09008	LITTLE GIANT LADDERS	WHEEL LIFT	2,189.00	101 2175000	(207.96)
					101 4633403	2,396.96
				<u>2,189.00</u>		<u>2,189.00</u>
7397505	07086	LUCKY LUKE BREWING COMPANY	ZELDAS-BEVERAGES	115.00	101 4652251	115.00
7397506	04351	LYN GRAFIX	SOFTBALLS(430)	19,770.99	101 4641251	19,770.99
7397507	C1198	MC PHERSON CONSULTING	PDW-ALARM REPAIRS	70.00	101 4634402	70.00
7397508	D3578	MINUTEMAN PRESS	LCE-CALPINE PUSH-06/22-29/18	294.73	490 4370213	294.73
			LCE-CALPINE PUSH-06/22-29/18	99.07	490 4370213	99.07
			LCE-POSTCARDS(5000)	535.00	490 4250212	535.00
			LCE-CALPINE PUSH-07/06-13/18	224.25	490 4250212	224.25
			LCE-CALPINE PUSH-07/06-13/18	144.69	490 4250212	144.69
			LCE-ENVELOPES(10000)	627.00	490 4250212	627.00
			LCE-CALPINE PUSH-07/20/18	231.76	490 4250212	231.76
			PAC-18/19 SEASON BROCHURES	2,636.18	402 4650301	2,636.18

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				4,792.68		4,792.68
7397509	06543	MURREN, JAMES	07/18-ADMIN HEARINGS	75.00	101 4545301	75.00
7397510	08562	NAPA AUTO PARTS	PIGTAIL/SOCKETS-EQ3763	39.24	203 4752207	39.24
			THREAD PLUG-EQ3999	2.23	203 4752207	2.23
			TIE ROD ENDS-EQ3307	138.16	484 4752207	138.16
			WINDOW REGULATOR-EQ7508	59.92	101 4761207	59.92
			THREAD ROD-EQ3774	8.22	203 4752207	8.22
			AIR FILTERS(5)-EQ3774	140.69	203 4752207	140.69
			OIL/AIR FILTERS-EQ3839	14.64	203 4752207	14.64
			OIL/AIR/FUEL FLTRS-EQ3415	43.18	480 4755207	43.18
			OIL/AIR FLTRS-EQ5601	14.29	101 4647207	14.29
			OIL/AIR FLTRS-EQ3781PM	43.49	203 4752207	43.49
			OIL/AIR/FUEL FLTRS-EQ3982	75.27	480 4755207	75.27
			OIL/AIR FLTRS-EQ6821	14.14	101 4545207	14.14
			AIR/OIL FLTRS-EQ2308	14.88	203 4752207	14.88
			AIR/OIL FLTRS-EQ3761	14.62	101 4783207	14.62
			OIL FLTRS-EQ3989	7.38	480 4755207	7.38
			AIR/FUEL FILTERS-EQ3355	135.87	203 4752207	135.87
			OIL/AIR FLTRS-EQ1515	14.25	101 4800207	14.25
			OIL/FUEL FLTRS-EQ3306	19.36	484 4752207	19.36
			AIR/OIL FLTRS-EQ5600	17.68	101 4647207	17.68
			OIL/AIR FLTRS-EQ7502	10.46	480 4755207	10.46
			OIL/AIR FLTRS-EQ7508	14.56	101 4761207	14.56
			OIL/AIR FLTRS-EQ3824	14.62	203 4752207	14.62
			OIL/AIR FLTRS-EQ6810	16.30	101 4783207	16.30
			OIL/FUEL/AIR FLTRS-EQ3782	108.73	203 4752207	108.73
			OIL/AIR FLTRS-EQ1508	10.95	101 4800207	10.95
			OIL/AIR/FUEL/HYD FLTRS-EQ3351	127.10	484 4755207	127.10
			OIL FILTERS(2)-EQ1517	7.34	101 4800207	7.34
			OIL/FUEL/AIR FLTRS-EQ3769	107.84	203 4752207	107.84
			AIR/OIL FLTRS-EQ1751	14.42	101 4200207	14.42
			OIL/AIR FLTRS-EQ3307	15.80	484 4752207	15.80
			OIL/AIR/FUEL FLTRS-EQ3778	98.16	203 4752207	98.16
				1,363.79		1,363.79
7397511	06148	NIK-O-LOK, INC	08/18-MONTHLY COIN LOCK LEASE	39.00	101 4633301	39.00
7397512	03762	OFFICE DEPOT	CALCULATOR RIBBONS	4.57	101 4761259	4.57
			FOLDERS/WALLET/FOLDER/WRST RST	176.34	101 4761259	176.34
			FOLDERS	7.45	101 4761259	7.45
			WRIST REST	5.46	101 4761259	5.46
			PENCILS/FLAGS	13.23	101 4761259	13.23
			POST ITS/ENVELOPES/NOTE PAD	48.26	101 4761259	48.26
				255.31		255.31
7397513	D2680	ORIGINAL WATERMEN, INC	UNIFORM SWIMSHORTS/SUITS	1,844.27	101 4642209	1,844.27
7397514	1609	PALMDALE TROPHY	LOGO EMBROIDERY/SEWING	174.11	101 4800209	174.11

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7397515	07249	PATRIOT PLUMBING	44845 CEDAR-TOILET REPAIRS	152.46	101 4633402	152.46
7397516	05998	PAVING THE WAY FOUNDATION	CMMNTY SPPRT/GOOD CTZNSHP PRGM	450.00	101 4820301	450.00
			CMMNTY SPPRT/GOOD CTZNSHP PRGM	500.00	101 4820301	500.00
			CMMNTY SPPRT/GOOD CTZNSHP PRGM	5,500.00	101 4820301	5,500.00
			CMMNTY SPPRT/GOOD CTZNSHP PRGM	984.00	101 4820301	984.00
			CMMNTY SPPRT/GOOD CTZNSHP PRGM	1,000.00	101 4820301	1,000.00
				<u>8,434.00</u>		<u>8,434.00</u>
7397517	1612	PETRO LOCK	FUEL	180.70	101 4633403	180.70
			FUEL	223.40	101 4633403	223.40
			FUEL	180.70	101 4650403	180.70
				<u>584.80</u>		<u>584.80</u>
7397518	05602	PETROLEUM EQUIPMENT CONST SRV ANNUAL VAPOR TESTING/HOSES		1,484.16	101 4753402	1,484.16
7397519	08967	PIONEER ATHLETICS	LMS-FIELD PAINT/STRIPER	315.34	101 4632404	315.34
7397520	05532	PLAYPOWER LT FARMINGTON INC	NSC-SLIDE PART REPLACEMENT	1,292.33	101 4635404	1,292.33
7397521	07287	PRINTING BOSS	LMS-FIELD POSTERS(4)	131.40	101 4632403	131.40
7397522	07363	Q C LOCKSMITH	LOCK/KEY CHANGES	130.66	306 4542402	130.66
7397523	02257	QUALITY SURVEYING, INC	CP17008-10TH ST W GAP CLOSURE	500.00	232 15ST026924	352.65
					321 15ST026924	147.35
			CP17020-AVE CORRDR IMPRVMTS	2,000.00	209 15ST042924	2,000.00
			CP17011-20TH ST W IMPROVEMENTS	3,000.00	209 12ST032924	3,000.00
			CP17012-AVE I-10/K-30 IMPRVMT	1,500.00	209 16ST007924	1,500.00
				<u>7,000.00</u>		<u>7,000.00</u>
7397524	05864	QUINN COMPANY	PF-WATER TRUCK RNTL-4/20-23/18	1,167.00	101 4682222	1,167.00
7397525	08119	R N S COMMUNICATIONS INC	USED OIL RECYCLING AD	650.00	331 4755786	650.00
7397526	09042	REESE, DEMEIRA	RFND-RNTL DEP-CDR ST-07/26/18	100.00	101 2182001	100.00
7397527	C4435	ROACH'S TERMITE PEST CONTROL	RDP-06/18-PEST CONTROL SVCS	65.00	101 4634301	65.00
			OMP-07/18-PEST CONTROL SERVICE	190.00	101 4634301	190.00
			RDP-07/18-PEST CONTROL SERVICE	65.00	101 4634301	65.00
				<u>320.00</u>		<u>320.00</u>
7397528	05943	ROBERTSON'S	CONCRETE	204.66	203 4752410	204.66
7397529	D3947	S G A CLEANING SERVICES	LMS-IRRIGATION REPAIRS	345.00	101 4632402	345.00
			EDP-CARPET/FLOOR CLEANING	460.00	101 4631402	460.00
				<u>805.00</u>		<u>805.00</u>
7397530	03962	SAFETY KLEEN	ORGANIC MATERIALS/AEROSOLS	3,887.00	101 2175000	(369.27)

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			DECK DRUMS(6)	1,720.06	101 4755355	4,256.27
				5,607.06	331 4755786	1,720.06
						5,607.06
7397531	A8260	SAGE STAFFING	MB-PARKS STAFF-07/16-20/18	1,240.00	101 4200112	1,240.00
			AM-PUBLIC SFTY STFF-07/16-20/18	714.40	101 4820308	714.40
			SB-FINANCE STAFF-07/16-20/18	930.00	101 4410308	930.00
				2,884.40		2,884.40
7397532	08278	SEAMLESS DOCS	SEAMLESSDOCS USER LICENSE	10,000.00	101 4315302	10,000.00
7397533	05934	SHI INTERNATIONAL CORP	TRANSCEIVERS(2)	120.45	101 4315302	120.45
			ENTERPRISE ESIGN SERVICE	11,100.00	101 4315302	11,100.00
			MICROSOFT SQL SUPPORT	8,880.00	101 4315302	8,880.00
				20,100.45		20,100.45
7397534	05149	SIERRA DOOR SYSTEMS	PAC-TCKT BOOTH FIRE WNDW REPRS	555.00	101 4650402	555.00
7397535	1894	SIGNS & DESIGNS	NH/MM-NAMEPLATES/HARDWARE	69.35	203 4785259	69.35
			DD/JS-NAMEPLATES(2)	35.76	101 4200253	35.76
				105.11		105.11
7397536	01816	SMITH PIPE & SUPPLY INC	VALVE/DIAPHRAGM ASSY	110.53	101 4633404	110.53
			BLEED SCREWS(4)	36.62	101 4633404	36.62
			VALVES(5)	489.32	101 4633403	489.32
			DIAPHRAGM ASSYS/AGRIFIM	223.40	101 4633404	223.40
			VLVS/CMNT/TONE & PROBE KIT/PVC	345.17	101 4633404	345.17
			VALVES/NOZZLE	274.19	101 4633404	274.19
			JRP-UNIONS/NOZZLES/CONNECTORS	102.10	101 4631404	102.10
			EDP-MARKING PAINT	59.13	101 4631404	59.13
			MP-VALVE/PVC UNIONS/ADAPTERS	226.76	101 4631404	226.76
			MP-CNTRLLR/VLV/PVC/SOLENOID	264.99	101 4631404	264.99
			JRP-CNTRLLR/POP UPS/SOLENOID	218.75	101 4631404	218.75
			CONTROLLER/FERTILIZER	118.70	101 4633404	118.70
			JRP-BUBBLERS(25)	68.48	101 4631404	68.48
			MP-PVC CONNECTORS/COUPLINGS	21.40	101 4631404	21.40
				2,559.54		2,559.54
7397537	08988	SMITH, CHRISTINA	07/18-CONSULTING SERVICES	6,000.00	101 4300308	6,000.00
7397538	09043	STALLWORTH, CRYSTAL	RFND-BASKETBALL LEAGUE REGS	339.50	101 2182001	339.50
7397539	D3733	STOTZ EQUIPMENT	LMS-REEL MOWER BLADE SVC	996.60	101 4632402	996.60
7397540	C8057	SUNBELT RENTALS	LMS-LIFT RNTL-07/1/18	746.48	101 4632602	746.48
7397541	06991	SYSCO VENTURA, INC	ZELDAS-SNACKS/FRUIT	626.26	101 4652251	626.26
7397542	08177	TEKWERKS	08/18-REMOTE MONITORING/MNGMNT	1,355.00	101 4315402	1,355.00

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7397543	D1594	TOUCHPOINT ENERGIZED COMM	08/18-E NEWSLETTER SVC	375.00	101 4305302	375.00
7397544	08783	UNIFIRST CORPORATION	UNIFORM CLEANINGS	152.74	480 4755209	152.74
7397545	05551	UNITED SITE SRVCS OF CA,SO DIV	LUC-FENCE RNTL-07/13-08/09/18 FENCE RENTAL-07/19-08/15/18	61.32 19.72	101 4633403 101 4633403	61.32 19.72
				<u>81.04</u>		<u>81.04</u>
7397546	31009	UNIVERSAL ELECTRONIC ALARMS	CDR ST-08/18-SECURITY ALARM PAC-08/18-FIRE ALARM MOAH-08/18-FIRE ALARM PAC-08/18-SECURITY ALARM WH-08/18-SECURITY ALARM CH-08/18-SECURITY ALARM	37.00 56.00 27.00 27.00 27.00 27.00	101 4651301 101 4650301 101 4633301 101 4650301 101 4633301 101 4633301	37.00 56.00 27.00 27.00 27.00 27.00
				<u>201.00</u>		<u>201.00</u>
7397547	05834	VENCO WESTERN, INC	07/18-LMD MAINTENANCE FERTILIZER	37,320.00 8,034.00	101 4631402 101 4634402 101 4635402 482 4636408	18,750.00 9,570.00 9,000.00 8,034.00
				<u>45,354.00</u>		<u>45,354.00</u>
7397548	D3370	VERIZON WIRELESS	06/18-IPAD SERVICE	2,799.72	101 4315651	2,799.72
7397549	31026	WAXIE SANITARY SUPPLY	PAC-TOWLS/CLEANRS/SOAP/FRSHNRS SHIELDS/TOWLS/FRESHENR/SCRBBRS MTNC YD-RECYCLING BOXES(11) MTNC YD-RECYCLING BOXES(2)	718.22 911.69 514.92 93.62	101 4650406 101 4633406 330 4755775 330 4755775	718.22 911.69 514.92 93.62
				<u>2,238.45</u>		<u>2,238.45</u>
7397550	D0298	WILLDAN FINANCIAL SERVICES	CFD 89-1-REMINDR/DEMND LETTERS	418.00	830 4300301	418.00
7397551	C7367	WINE WAREHOUSE	ZELDAS/PAC-BEVERAGES	654.28	101 4650251 101 4652251	114.00 540.28
				<u>654.28</u>		<u>654.28</u>
7397552	C5392	CARDLOCK FUELS SYSTEM	QRTLY LEASE PYMNT-2ND QTR 2018	384,106.00	991 4540963	384,106.00
7397553	06351	C T WEST, INC	MAXVIEW LICENSES(142)/SUPPORT MAXVIEW SERVER SETUP/INSTALLTN	172,000.00 11,746.00	217 11TS001924 321 11TS001924 217 11TS001924 321 11TS001924	34,400.00 137,600.00 2,349.20 9,396.80
				<u>183,746.00</u>		<u>183,746.00</u>
7397554	07981	FRABER PROPERTIES II LLC	CP16003-AV SENIOR CTR RENOVATN	120,474.72	261 11BS025924	120,474.72
7397555	08943	IZURIETA FENCE COMPANY INC	IB1702-AVE K8 FENCING	86,543.10	206 11FW002924	86,543.10
7397556	06313	R C BECKER & SON, INC	CP17011-20TH ST W IMPROVEMENTS	377,756.26	206 12ST032924	314,683.65

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					211 12ST032924	4,254.04
					217 12ST032924	14,289.47
					480 12ST032924	18,097.50
					482 12ST032924	26,431.60
				<u>377,756.26</u>		<u>377,756.26</u>
7397557	06429	STANTEC CONSULTING SRVCS INC	CPD1311-RFQ 646-16 MULTI YR-7	6,412.00	480 4761301	6,412.00
			CDP1507-2017 DRAIN GUIDELINE	24,946.00	220 4761301	24,946.00
			CPD1311-RFQ 646-16 MULTI YR-7	3,024.00	480 4761301	3,024.00
			CDP1507-2017 DRAIN GUIDELINE	23,623.00	220 4761301	23,623.00
			CDP1803-K8/15TH ST W IMPRVMENTS	7,480.50	101 4540340	7,480.50
			CPD1311-RFQ 646-16 MULTI YR-7	1,512.00	480 4761301	1,512.00
			CDP1507-2017 DRAIN GUIDELINE	25,654.00	220 4761301	25,654.00
			CDP1507-2017 DRAIN GUIDELINE	28,575.50	220 4761301	28,575.50
			CPD1311-RFQ 646-16 MULTI YR-7	216.00	480 4761301	216.00
			CDP1507-2017 DRAIN GUIDELINE	6,919.00	220 4761301	6,919.00
			CDP1507-2017 DRAIN MASTER PLAN	3,196.50	220 4761301	3,196.50
				<u>131,558.50</u>		<u>131,558.50</u>
7397558	C2434	VINSA INSURANCE ASSOCIATES	WORKERS COMP POLICY FY18/19	996,702.25	101 2166500	996,702.25
			18/19 PUBLIC ENTITY INSURANCE	2,250.00	101 4230260	2,250.00
				<u>998,952.25</u>		<u>998,952.25</u>
7397559	03672	A T & T	PAC-WHITE PAGES	83.95	402 4650651	83.95
7397560	C8559	AUNE, CHRIS	CA-PR DM-LOS ANGLS-08/20-23/18	224.00	361 4541213	224.00
7397561	C8559	AUNE, CHRIS	CA-LODGING-LA-07/30-08/02/18	794.79	361 4541213	794.79
7397562	08374	CALRECYCLING, ACCOUNTING	CITY/CO PAYMENT PROGRM FY15/16	139.00	330 4755775	139.00
7397563	05510	CITY OF LANCASTER	DR-HRN7-APN 3134-021-900	5,869.00	361 4541904BN	5,869.00
7397564	A8170	EXTENSIONS PERF ARTS ACADEMY	TCKT PRCDS-EXTENSIONS-07/21/18	3,694.32	101 2107000	18,894.00
					402 3405100	(535.00)
					402 3405102	(526.00)
					402 3405127	(5,154.35)
					402 3405300	(6,914.00)
					402 3405302	(205.68)
					402 3405303	(1,618.65)
					402 3405304	(60.00)
					402 3405306	(186.00)
				<u>3,694.32</u>		<u>3,694.32</u>
7397565	1215	L A CO WATERWORKS	06/04/18-08/06/18 WATER SVC	1,675.81	203 4636654	1,629.83
					306 4542684	45.98
				<u>1,675.81</u>		<u>1,675.81</u>
7397566	D2287	LANCASTER CODE ENFRMNT ASSN	UNION DUES-PP 16-2018	330.00	101 2171000	330.00

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7397567	09049	ONION PLANT LLC	RFND-OVREPAYMENT-GRA18-01285	37.22	484 3100200	37.22
7397568	A7221	P E R S LONG TERM CARE PROGRAM	LONG TERM CARE PREM-PP 16-2018	1,685.18	101 2170200	1,685.18
7397569	A7221	P E R S LONG TERM CARE PROGRAM	08/18-RETIREE LONG TERM CARE	4,341.14	109 1101000	4,341.14
7397570		VOID				
7397571	03154	SO CA EDISON	07/03/18-08/02/18 ELECTRIC SVC	553.81	483 4785652	553.81
7397572	03154	SO CA EDISON	07/03/18-08/02/18 ELECTRIC SVC	2,167.28	203 4636652	546.38
					482 4636652	1,620.90
				2,167.28		2,167.28
7397573	03154	SO CA EDISON	07/03/18-08/02/18 ELECTRIC SVC	3,330.92	203 4636652	471.94
					482 4636652	2,646.38
					484 4755652	212.60
				3,330.92		3,330.92
7397574	03154	SO CA EDISON	07/03/18-08/09/18 ELECTRIC SVC	8,683.32	101 4633652	4,557.67
					482 4636652	245.42
					483 4752660	100.24
					483 4785652	220.70
					483 4785660	1,638.69
					484 4755652	23.53
					485 4755652	1,897.07
				8,683.32		8,683.32
7397575	C2554	SUPERIOR COURT OF CA-CO OF L A	07/18-ALLCTN OF PRKG PENALTIES	23,245.10	101 3310200	94.60
					101 3310200	2,433.00
					101 3310200	2,446.50
					101 3310200	2,446.50
					101 3310200	2,830.50
					101 3310200	3,262.00
					101 3310200	4,866.00
					101 3310200	4,866.00
				23,245.10		23,245.10
7397576	07169	VIVINT SOLAR DEVELOPER LLC	RFND-SOLAR PERMIT-PMT 18-01794	44.11	251 3201104	44.11
7397577	09045	WEGNER, ALLYSON	07/18-VOLUNTEER MEAL ALLOWANCE	36.00	101 4305301	36.00
7397578	07614	WILSON, ALASTAIR C	CS-PERF-MUSIC-08/23/18	600.00	101 4680225	600.00
7397579	C7500	A B I DOCUMENT SUPPORT SRVCS	CLAIM #004-17/CLGL-1383A2	295.73	109 4330300	295.73
			CLAIM #004-17/CLGL-1383A2	87.98	109 4330300	87.98
			CLAIM #004-17/CLGL-1383A2	102.98	109 4330300	102.98
			CLAIM #004-17/CLGL-1383A2	102.98	109 4330300	102.98
				589.67		589.67

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7397580	A2225	A V AIRPORT EXPRESS, INC	BUSES(2)-CALICO GHOST TOWN	2,390.00	101 4640271	2,390.00
7397581	07489	ACCESSO SHOWARE	PAC-07/18-TICKET SALES	3,224.85	402 4650302	3,224.85
7397582	06123	ACE AIR CONDITIONING & HEATING	LMS-CONCESSION FREEZER REPAIR	800.00	101 4632402	800.00
			LMS-HVAC REPAIRS	275.00	101 4632402	275.00
			LMS-AC UNIT REPAIRS	625.00	101 4632402	625.00
			LMS-AC UNIT REPAIRS	286.00	101 4632402	286.00
				<u>1,986.00</u>		<u>1,986.00</u>
7397583	05445	ADELMAN BROADCASTING, INC	PAC-04/18 ADS-BODY TRAFFIC	210.00	402 4650205	210.00
7397584	L0521	ALAWADI, AKRAM	08/18 LCE NEM CASHOUT	186.45	490 4250658	186.45
7397585	07475	ALEXANDER, CHERYL	08/18 LCE NEM CASHOUT	58.02	490 4250658	58.02
7397586	L0527	ALLEN, YVONNE	08/18 LCE NEM CASHOUT	58.36	490 4250658	58.36
7397587	C6143	AMERICAN BUSINESS MACHINES	IMAGE RUNNER ADV COPIER	24.54	101 4310254	24.54
7397588	D1663	AMERICAN IRON WORK	RDP-BBQ PIT REPAIRS	350.00	101 4634402	350.00
7397589	D3147	AMERICAN PLUMBING SERVICES, INC	LMS-CLEAR FLOOR DRAINS(3)	785.00	101 4632402	785.00
7397590	04190	AMERIPRIDE SERVICES	UNIFORM CLEANINGS	45.54	101 4753209	45.54
			ZELDAS-LINEN RENTALS	127.51	101 4652251	127.51
				<u>173.05</u>		<u>173.05</u>
7397591	02693	ANDY GUMP, INC	OMP-FENCE RNTL-07/24-08/20/18	33.51	101 4634602	33.51
			HP-FENCE RENTAL-07/26-08/22/18	17.74	101 4634602	17.74
				<u>51.25</u>		<u>51.25</u>
7397592	05187	ATKINSON MASONRY	90TH ST W/AVE I-WALL REPAIRS	1,900.00	482 4636462	1,900.00
7397593	D0879	B'S EMBROIDERY ETC	OMP-UNIFORM SHIRTS/HATS	358.07	101 4634209	358.07
			LMS-UNIFORM POLO SHIRTS(6)	242.96	101 4632209	242.96
				<u>601.03</u>		<u>601.03</u>
7397594	07402	BEECHWOOD MANOR APTS	08/18 LCE NEM CASHOUT	2.35	490 4250658	2.35
			08/18 LCE NEM CASHOUT	6.11	490 4250658	6.11
				<u>8.46</u>		<u>8.46</u>
7397595	L0528	BERG, BRUCE G	08/18 LCE NEM CASHOUT	104.21	490 4250658	104.21
7397596	08636	BEST WSTRN PLUS DSRT POPPY INN	MOAH-LODGING-08/05-04/18	173.14	101 4653251	173.14
7397597	06351	C T WEST, INC	SUPPORT/TIMING CONVERSIONS	38,000.00	217 11TS001924	7,600.00
					321 11TS001924	30,400.00
				<u>38,000.00</u>		<u>38,000.00</u>

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7397598	L0058	CALDERON, JOSE LUIS	08/18 LCE NEM CASHOUT	19.42	490 4250658	19.42
7397599	04742	CENTURY DRAPERIES	MOAH-DRAPE REPLACEMENTS	165.00	101 4653251	165.00
7397600	03475	CLARK AND HOWARD	TOWING FEES-EQ5827	50.00	101 4633207	50.00
			TOWING FEES-EQ3773	80.00	203 4752207	80.00
				<u>130.00</u>		<u>130.00</u>
7397601	L0522	CLARK, ROBERT	08/18 LCE NEM CASHOUT	11.71	490 4250658	11.71
7397602	05128	CLEANSTREET	07/18 MONTHLY STREET SWEEP	40,237.52	203 4752450	39,237.52
					484 4752450	1,000.00
				<u>40,237.52</u>		<u>40,237.52</u>
7397603	D1545	CLETEHOUSE CAFE, INC	PRSPCT MTG-CTRNG SVCS-08/06/18	312.08	101 4240340	312.08
7397604	08484	CONSOLIDATED ELECTRCL DIST INC	BULBS(2)	38.35	101 4633403	38.35
7397605	07545	COSTAR REALTY INFORMATION INC	07/18-PROFESSIONAL SERVICES	958.26	101 4240301	64.19
			08/18-PROFESSIONAL SERVICES	1,001.38	101 4540301	894.07
				<u>1,959.64</u>	101 4240301	1,001.38
						<u>1,959.64</u>
7397606	03450	COSTCO	EXTREME HEAT HYDRATION	138.47	101 4220301	138.47
7397607	07131	DE LAGE LANDEN FINANCIAL SVCS	08/15-09/14/18 NETWORK PRINTER	168.95	101 4800254	168.95
7397608	A0925	DESERT HAVEN ENTERPRISES	44611 YUCCA-SECURE WNDWS/FENCE	260.00	101 4545940	260.00
7397609	00414	DESERT LOCK COMPANY	OMP-REPLACE DEADBOLT LOCK	433.69	101 4634402	433.69
			TBP-LOCK REPAIRS	293.69	101 4631402	293.69
			OMP-PM LOCKS/CHAINS	194.91	101 4634404	194.91
			OMP-PM LOCKS(3)	61.59	101 4634403	61.59
				<u>983.88</u>		<u>983.88</u>
7397610	05473	DEWEY PEST CONTROL	MLS-08/18-PEST CONTROL	90.00	101 4633301	90.00
			WH-08/18-PEST CONTROL	70.00	101 4633301	70.00
			PAC-08/18-PEST CONTROL	50.00	101 4650301	50.00
			CH-08/18-PEST CONTROL	140.00	101 4633301	140.00
			MTNC YD-08/18-PEST CONTROL	137.00	203 4752301	137.00
			CDR ST-08/18-PEST CONTROL	90.00	101 4651301	90.00
			LUC-08/18-PEST CONTROL	75.00	101 4633301	75.00
			LBP-08/18-PEST CONTROL	95.00	101 4636301	95.00
				<u>747.00</u>		<u>747.00</u>
7397611	03072	DONNELL PRINTING	BUSINESS CARDS(3500)	1,303.05	101 4761253	744.60
					251 4762253	558.45
				<u>1,303.05</u>		<u>1,303.05</u>

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7397612	L0525	EARL, CRAIG	08/18 LCE NEM CASHOUT	10.94	490 4250658	10.94
7397613	08028	ECONOMU CONSTRCTION	08/18 LCE NEM CASHOUT	128.31	490 4250658	128.31
7397614	08052	ELERT & ASSOC NETWORK DIV INC	SECURITY MASTER PLAN	1,815.00	109 4315301	1,815.00
7397615	06380	EWING IRRIGATION PRODUCTS, INC	LMS-INSECTICIDE/FIELD CONDITNR	1,848.67	101 4632404	1,848.67
7397616	06304	FAMCON PIPE & SUPPLY, INC	SEWER REPAIR SUPPLIES METER/TAIL PIECES	96.36 109.50 <u>205.86</u>	485 4755410 485 4755410	96.36 109.50 <u>205.86</u>
7397617	00617	FEDERAL EXPRESS CORPORATION	EXPRESS MAILINGS EXPRESS MAILING	224.89 20.54 <u>245.43</u>	101 4200212 101 4600212 490 4250212 101 4410212	31.80 172.65 20.44 <u>245.43</u>
7397618	08838	FEHR & PEERS	LANC SAFER STREETS ACTION PLAN	31,970.00 <u>31,970.00</u>	101 4785301 349 4785301	3,197.00 <u>28,773.00</u> 31,970.00
7397619	A9988	FIRE ACE INC	PAC-ASSORTED BEVERAGES	230.55	101 4650251	230.55
7397620	D1793	FISH WINDOW CLEANING	MTNC-WINDOW CLEANING-07/02/18	34.00	203 4752402	34.00
7397621	L0154	FROEDE, BRANDI A	08/18 LCE NEM CASHOUT	80.50	490 4250658	80.50
7397622	07369	FRONTIER COMMUNICATIONS CORP	07/25-08/24/18 TELEPHONE SVC	585.56	101 4633651	585.56
7397623	05478	G W S AUTOMOTIVE EQUIPMENT	LIFT INSPECTIONS(3)	575.00	101 4753402	575.00
7397624	L0519	GLIDDEN, LYNN	08/18 LCE NEM CASHOUT	221.88	490 4250658	221.88
7397625	08245	GOLDEN STATE LABOR COMPLIANCE	CP16001-ITS TRFFC SGNL MDRNZTN CP16001-ITS TRFFC SGNL MDRNZTN	2,721.00 2,706.00 <u>5,427.00</u>	217 11TS001924 217 11TS001924	2,721.00 2,706.00 <u>5,427.00</u>
7397626	00849	HAAKER EQUIPMENT CO	TUBE/FLANGE/CLAMPS SWIVEL JOINT	723.25 503.58 <u>1,226.83</u>	484 4755208 484 4755208	723.25 503.58 <u>1,226.83</u>
7397627	D3461	HADRONEX, INC	SMARTLEVEL RNWL-07/18-06/20	2,968.00	480 4755405	2,968.00
7397628	07354	HAWLEY, ROBYN	07/18-AM EXERCISE INSTRUCTOR	35.00	101 4643308	35.00
7397629	L0193	HERNANDEZ, DAVID	08/18 LCE NEM CASHOUT	92.27	490 4250658	92.27
7397630	A9565	HERRERA, JUAN	08/18 LCE NEM CASHOUT	150.26	490 4250658	150.26

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7397631	D0501	HIESL CONSTRUCTION INC	43741 GADSDEN-ROOF REPAIRS	7,250.00	363 4542770	7,250.00
7397632	D4004	J P POOLS	TBP/STP/NSC-INSTALLATIONS/SVC	1,313.00	101 4631402	1,018.00
			TBP-SPLASH PAD CONSULTATION	1,120.00	101 4635402	295.00
			EPL-CONSULTING/SERVICE	1,200.00	101 4631301	1,120.00
			WPL-CONSULTING/SERVICE	1,000.00	101 4631301	1,200.00
				<u>4,633.00</u>		<u>4,633.00</u>
7397633	08895	JPW COMMUNICATIONS LLC	LTV MARKETING IMPLEMENTATION	9,750.00	101 4305296	9,750.00
			COMMUNITY FLYER UPDATES	400.00	101 4305205	400.00
			LANC ENGAGE-BILLBOARD EDITS	85.00	101 4305205	85.00
			LTV MARKETING IMPLEMENTATION	7,250.00	101 4305296	7,250.00
			WORKFORCE MARKETNG DESIGN SVCS	6,972.60	101 4540340	6,972.60
				<u>24,457.60</u>		<u>24,457.60</u>
7397634	09026	KING, ALFRED H	ZELDAS-PERF-MUSIC-08/03/18	195.00	101 4652251	195.00
7397635	06059	KRAZAN & ASSOCIATES, INC	CP17020-AVE CORRDR IMPRVMENTS	170.00	209 15ST042924	170.00
			CP17020-AVE CORRDR IMPRVMENTS	2,450.00	209 15ST042924	2,450.00
				<u>2,620.00</u>		<u>2,620.00</u>
7397636	L0513	KUHN, STAN W	08/18 LCE NEM CASHOUT	34.56	490 4250658	34.56
7397637	01917	KWIK-KEY SERVICE	MTNC YD-DOOR REPAIR/KEYS	199.28	480 4755402	199.28
7397638	C2195	L A E D C	ANNUAL MEMBERSHIP-08/18-08/19	5,000.00	101 4240206	5,000.00
7397639	06033	L B I W, INC	SIDEWALK COVER/FRAME ASSY(15)	4,811.87	480 4755410	4,811.87
7397640	1203	LANCASTER PLUMBING SUPPLY	PBP-URINAL KITS/PLIERS/TAPE	103.92	101 4631403	103.92
			PBP-SHOWER HOSE	23.74	101 4631403	23.74
			MLS-DRAIN CLEANER	29.28	101 4633403	29.28
			MLS-FLUSHER FIXER KIT	7.01	101 4633403	7.01
				<u>163.95</u>		<u>163.95</u>
7397641	05599	LEE, WATSON W S	07/18-FINGERPRINT ANALYSIS	317.66	101 4820301	317.66
7397642	07086	LUCKY LUKE BREWING COMPANY	ZELDAS-BEVERAGE/COASTERS	90.00	101 4652251	90.00
7397643	C3413	MATHER BROS INC	LMS-FREEZER RENTAL	205.00	101 4632602	205.00
7397644	02270	MELDON GLASS	LMS-INSTALL SASH BALANCES(6)	314.76	101 4632402	314.76
			LMS-PRESSBOX WINDOW REPAIRS	85.00	101 4632402	85.00
				<u>399.76</u>		<u>399.76</u>
7397645	06966	MICHAEL BAKER INT'L INC	CP18001-REVIVE 25 PVMNT MNGMNT	19,496.72	206 12ST036924	11,698.03
					209 12ST036924	7,798.69
				<u>19,496.72</u>		<u>19,496.72</u>

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7397646	08980	MONTGOMERY, WYNELL JAMES	ZELDAS-PERF-MUSIC-08/02/18	200.00	101 4652251	200.00
7397647	C8944	MSC INDUSTRIAL SUPPLY CO	BOLTS/SCREWS	105.95	101 4753214	105.95
7397648	C9177	MUNISERVICES, LLC	PRPRTY LNK SVC FEE-07/18-09/18	1,250.00	101 4410301	1,250.00
7397649	L0526	MURRY, VERONICA	08/18 LCE NEM CASHOUT	49.11	490 4250658	49.11
7397650	08562	NAPA AUTO PARTS	DUCK BLL/RCKR-EQ3991	6.71	480 4755207	6.71
			EVAP COR/A/C LUBE-EQ3757	102.95	203 4752207	102.95
			A/C LUBE-EQ3757	9.31	203 4752207	9.31
			COMPRSSR-EQ3832	210.14	203 4752207	210.14
			BLWR MTR-EQ2308	97.10	203 4752207	97.10
			HEADLGH T ASSY/BELT-EQ5768	380.38	480 4755207	380.38
			SOCKET-EQ4337	453.31	203 4785207	453.31
			BATTERY CBL-EQ4337	260.70	203 4785207	260.70
			WNDW REGULTR-EQ7508	67.01	101 4761207	67.01
			CAP/VALVE KIT-EQ5785	15.76	101 4633207	15.76
			CIRCT BRKR-EQ4337	34.25	203 4785207	34.25
			COMPRSSR/OIL-EQ7508	351.93	101 4761207	351.93
			RADIATOR/HOS KIT-EQ7604	186.04	101 4761207	186.04
			SUSPNSN KIT-EQ6810	32.72	101 4783207	32.72
			FUEL FILTERS/BRK HOS-EQ3998	84.84	480 4755207	84.84
			BLWR MTR A/C-EQ3991	120.43	480 4755207	120.43
				<u>2,413.58</u>		<u>2,413.58</u>
7397651	D0217	NATIONAL PAYMENT CORPORATION	07/18-DOCULIVERY ITEM CHARGE	216.19	101 4310301	216.19
7397652	D2634	O'REAR, JEFFREY R	07/18-PRODUCTION SERVICES	400.00	101 4649225	400.00
7397653	05741	P P G ARCHITECTURAL FINISHES	NSC-FIELD PAINT	993.60	101 4635404	993.60
7397654	06984	PACIFIC DESIGN & INTEGRATION	LTV-LAMCASTER LOGO DEVICE	2,707.98	101 4305296	2,707.98
			07/18-BROADCAST MTNG SERVICES	5,181.00	101 4305296	5,181.00
				<u>7,888.98</u>		<u>7,888.98</u>
7397655	D1515	PACIFIC STATE APPRAISAL	1227 PASTEUR-APPRAISAL	400.00	363 4542770	400.00
7397656	05998	PAVING THE WAY FOUNDATION	CMMNTY SPPRT/GOOD CTZNSHP PRGM	500.00	101 4820301	500.00
7397657	05499	PENSKE TRUCK LEASING CO LP	MOAH-TRUCK RENTAL-07/18-19/18	276.08	101 4653602	276.08
			MOAH-TRUCK RENTAL-07/23-24/18	621.21	101 4653602	621.21
				<u>897.29</u>		<u>897.29</u>
7397658	06160	PRIME TIME PARTY RENTALS	TENT/TABLE/CHAIR RENTALS	2,691.00	101 4820251	2,691.00
7397659	07287	PRINTING BOSS	BANNERS/SIGNS	3,221.93	101 4660251	3,221.93
			OMP-GROUP SHELTER SIGN	43.80	101 4634404	43.80
				<u>3,265.73</u>		<u>3,265.73</u>

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7397660	06087	PRIORITY AUTO GLASS	CHIP RPR-EQ4361	50.00	203 4785207	50.00
7397661	04361	PROTECTION ONE	LMS-08/18 ELEVATOR MONITORING	35.12	101 4632301	35.12
7397662	02257	QUALITY SURVEYING, INC	CP17020-AVE I CORRDR IMPRVMENTS	3,750.00	209 15ST042924	3,750.00
			CP17012-AVE I-10/K-30 IMPRVMNT	1,500.00	209 16ST007924	1,500.00
			CP18003-COLE/BONITA IMPROVMNTS	11,750.00	210 15ST037924	11,750.00
				<u>17,000.00</u>		<u>17,000.00</u>
7397663	L0524	REDMAN, DENNIS W	08/18 LCE NEM CASHOUT	155.24	490 4250658	155.24
7397664	C4435	ROACH'S TERMITE PEST CONTROL	NSC-07/18-PEST CONTROL SVC	185.00	101 4635301	185.00
7397665	05943	ROBERTSON'S	CONCRETE	245.59	203 4752410	245.59
			CONCRETE	245.59	203 4752410	245.59
			CONCRETE	204.66	203 4752410	204.66
				<u>695.84</u>		<u>695.84</u>
7397666	L0520	ROY, JR, EUGENE J	08/18 LCE NEM CASHOUT	140.97	490 4250658	140.97
7397667	D3947	S G A CLEANING SERVICES	JRP-ADA SUPPLIES	1,887.00	227 11ZZ004924	1,887.00
			LGC-BOARD UP/SECURE/FENCE RPRS	675.00	101 4240340	675.00
				<u>2,562.00</u>		<u>2,562.00</u>
7397668	A8260	SAGE STAFFING	AT-LCE STAFF-07/09-13/18	1,002.00	490 4250308	1,002.00
			AT-LCE STAFF-07/16-20/18	1,002.00	490 4250308	1,002.00
			AM-PUBLIC SFTY STFF-07/23-27/18	714.40	101 4820308	714.40
			AT-LCE STAFF-07/23-27/18	1,002.00	490 4250308	1,002.00
				<u>3,720.40</u>		<u>3,720.40</u>
7397669	06664	SEA SUPPLY	NSC-JANITORIAL SUPPLIES	1,167.80	101 4635406	1,167.80
7397670	L0529	SHAW, JOSEPH P	08/18 LCE NEM CASHOUT	92.04	490 4250658	92.04
7397671	08337	SILVER LINING SOLUTIONS LLC	UAT COMPLETN/PRODUCT DEPLOYMNT	30,000.00	109 4315302	30,000.00
7397672	07368	SIX FLAGS MAGIC MOUNTAIN	DAY CAMP TRIP(100)-07/12/18	3,749.00	101 4640270	3,749.00
7397673	03442	SKILLPATH SEMINARS	SEMINAR REGISTRATION-05/22/18	199.00	203 4752200	199.00
7397674	01816	SMITH PIPE & SUPPLY INC	CRDT-CONTROLLER/SOLENOID	(114.02)	101 4631404	(114.02)
			EDP-ROTORS(16)	469.36	101 4631404	469.36
			AHP-FLGS/TREE TIES/NZZLS/PAINT	84.05	101 4631404	84.05
			TBP-WIRE PROBE/VALVE	262.95	101 4631404	262.95
			OMP-IRRIGATION REPAIR SUPPLIES	832.54	101 4634404	832.54
			STP-VALVE REPAIR SUPPLIES	49.86	101 4631404	49.86
				<u>1,584.74</u>		<u>1,584.74</u>
7397675	L0523	SMITH, STEVE S	08/18 LCE NEM CASHOUT	14.98	490 4250658	14.98

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7397676	A2089	SO CA EDISON-ACCTS REC	CP17011-20TH ST W IMPRVMENTS	4,846.55	209 12ST032924	4,846.55
7397677	09047	SOUTHERN GLAZERS WINE & SPIRIT	ZELDAS-BEVERAGES	1,055.61	101 4652251	1,055.61
7397678	06429	STANTEC CONSULTING SRVCS INC	CP17014-AVE I IMPRVMENTS-24 CP17014-AVE I IMPRVMENTS-24	5,206.25 <u>23,434.98</u> 28,641.23	210 15ST053924 210 15ST053924	5,206.25 <u>23,434.98</u> 28,641.23
7397679	07892	STEINMETZ, VIRGINIA	08/18 LCE NEM CASHOUT	228.25	490 4250658	228.25
7397680	D3733	STOTZ EQUIPMENT	OMP-MOWER REPLACEMENT PARTS	420.95	101 4635207	420.95
7397681	08725	STREAMLINE SYSTEM DESIGN	COUNCIL CHAMBER AUDIO SYSTEM	27,470.30	101 4315302	27,470.30
7397682	05703	SUPERIOR ALARM SYSTEMS	08/18-MONTHLY MONITORING	45.00	101 4633301	45.00
7397683	06991	SYSCO VENTURA, INC	ZELDAS-SNACKS/FRUIT/CLEANER	548.79	101 4652251	548.79
7397684	C8400	THE GRAPHIC EXPERIENCE	MOAH-FRAMES(4)	378.87	101 4653251	378.87
7397685	2009	THE TIRE STORE	TIRE-EQ5601 TIRES(2)-EQ3989	122.20 <u>310.00</u> 432.20	101 4647207 480 4755207	122.20 <u>310.00</u> 432.20
7397686	C5522	THOMSON REUTERS-WEST PMT CENT	07/18-INFORMATION CHARGES LIBRARY PLAN-07/05/18-08/04/18	517.46 <u>24.55</u> 542.01	101 4230301 101 4230301	517.46 <u>24.55</u> 542.01
7397687	04239	TIM WELLS MOBILE TIRE SERVICE	TIRE RPR-EQ3831 TIRE RPR-EQ3770 TIRE-EQ3991	44.00 38.14 <u>229.74</u> 311.88	203 4752207 203 4752207 480 4755207	44.00 38.14 <u>229.74</u> 311.88
7397688	2003	TIP TOP ARBORISTS, INC	422 LANSFORD-TREE REMOVAL 07/18-TREE TIMMING/REMOVAL 07/18-TREE TRIMMINGS/REMOVALS	464.50 3,532.50 <u>3,971.00</u> 7,968.00	361 4541776 101 4631267 101 4634267	464.50 3,532.50 <u>3,971.00</u> 7,968.00
7397689	02977	TURBO DATA SYSTEMS INC	06/18-PARKNG CITATN PROCESSING 07/18-PARKNG CITATN PROCESSING	5,901.02 <u>6,760.73</u> 12,661.75	101 4810301 101 4800301	5,901.02 <u>6,760.73</u> 12,661.75
7397690	A2124	UNDERGROUND SERVICE ALERT/SC	07/18-TICKETS(190)	323.50	484 4752301	323.50
7397691	08783	UNIFIRST CORPORATION	UNIFORM CLEANINGS UNIFORM CLEANINGS	116.02 <u>110.49</u> 226.51	480 4755209 480 4755209	116.02 <u>110.49</u> 226.51
7397692	31009	UNIVERSAL ELECTRONIC ALARMS	NSC-08/18-SECURITY ALARM	37.00	101 4635301	37.00

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			NSC-08/18-SECURITY ALARM/RADIO	56.00	101 4635301	56.00
			TBP-08/18-SECURITY ALARM	27.00	101 4631301	27.00
			STP-08/18-SECURITY ALARM	27.00	101 4631301	27.00
			NSC-08/18-SECURITY ALARM	27.00	101 4635301	27.00
			OMP-08/18-SECURITY ALARM	27.00	101 4634301	27.00
				<u>201.00</u>		<u>201.00</u>
7397693	2228	VALLEY CONSTRUCTION SUPPLY INC	TOOL KIT/WOOD FLOAT/ADAPTER	1,068.70	203 4752208	1,068.70
7397694	07922	VILLANI, TERI	ZELDAS-PERF-MUSIC-08/04/18	250.00	101 4652251	250.00
7397695	04496	VULCAN MATERIAL WESTERN DIV	COLD MIX	313.83	203 4752410	313.83
			COLD MIX	108.95	203 4752410	108.95
			COLD MIX	105.89	203 4752410	105.89
				<u>528.67</u>		<u>528.67</u>
7397696	06146	W A THOMPSON DISTRIBUTING CO	PAC/ZELDAS-BEVERAGES	1,066.60	101 4650251	655.60
					101 4652251	411.00
				<u>1,066.60</u>		<u>1,066.60</u>
7397697	31026	WAXIE SANITARY SUPPLY	MTNC YD-RECYCLING STATION KIT	340.69	101 4755355	340.69
			MTNC YD-TWLS/SOAP	119.79	203 4752406	119.79
			OMP-TOWELS	31.69	101 4634406	31.69
				<u>492.17</u>		<u>492.17</u>
7397698	05806	WEST COAST SAFETY SUPPLY CO	DOCKING STATIONS(2)	3,365.48	480 4755402	3,365.48
			DOCKING STATION	1,634.65	480 4755402	1,634.65
				<u>5,000.13</u>		<u>5,000.13</u>
7397699	2400	XEROX CORPORATION	07/18-COPIER LEASE-GYA 112199	2,065.55	101 4310254	2,065.55
7397700	07040	YOUNG'S MARKET COMPANY, LLC	ZELDAS-BEVERAGES	416.13	101 4652251	416.13
7397701	L0495	ZIMMERMAN, MELISSA	08/18 LCE NEM CASHOUT	163.17	490 4250658	163.17
7397702	03154	SO CA EDISON	07/03/18-08/02/18 ELECTRIC SVC	50,104.30	101 4631652	11,623.99
					101 4633652	14,126.48
					101 4634652	3,430.36
					101 4635652	17,024.56
					101 4651652	3,078.68
					101 4800403	302.45
					483 4785660	517.78
				<u>50,104.30</u>		<u>50,104.30</u>
7397703	03154	SO CA EDISON	07/01/18-08/01/18 ELECTRIC SVC	121,129.02	483 4785660	121,129.02
7397704	D2990	SO CA GAS COMPANY	SRRA HWY-AV H-WILL SVC LETTER	45.00	361 4541901S	45.00
7397705	09057	HIDALGO, ROBERTO V	SETTLEMENT AGREEMENT	17,850.00	109 4430300	17,850.00

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7397706	VOID					
7397707	09058	SCOTT WAGNER & ASSOCIATES, P.A	SETTLEMENT AGREEMENT	14,000.00	109 4430300	14,000.00
7397708	06066	A T & T	DOJ-07/18-TELEPHONE SERVICE	222.79	101 4315651	222.79
7397709	00107	A V PRESS	06/18-LEGAL ADS	8,463.75	101 4210263 101 4770263 306 4542263 363 4542770 482 4636263 484 4752263	2,248.82 2,609.13 886.79 1,043.19 658.44 1,017.38
				8,463.75		8,463.75
7397710	06812	ABRAMS, LYNNE M	CS-PERF-MUSIC-08/30/18	400.00	101 4680225	400.00
7397711	C2060	CA WATER SERVICE COMPANY	07/09/18-08/13/18 WATER SVC	4,040.04	482 4636654	4,040.04
7397712	09059	CFT NV DEVELOPMENTS LLC	RFND-FOG FEE-BL #10029346	352.00	480 3601100	352.00
7397713	09060	CHAVEZ, INESSA	RFND-DR18-36 APPLICATION FEE	1,134.00	101 3203100	1,134.00
7397714	09062	COMFORT INN & SUITES	RFND-TBID ASSESSMENTS	2,835.45	101 2501000	2,835.45
7397715	08551	EMPLOYMENT DEVELOPMENT DEPT	EARNINGS WITHHOLDING ORDER	50.00	101 2159000	50.00
7397716	02108	FRANCHISE TAX BOARD	TAX WITHHOLDING ORDER	240.00	101 2159000	240.00
7397717	02108	FRANCHISE TAX BOARD	TAX WITHHOLDING ORDER	321.70	101 2159000	321.70
7397718	D3448	L A CO SHERIFF'S DEPT	FILE #3631804180048	85.01	101 2159000	85.01
7397719	05422	L A CO SHERIFF'S DEPT	CASE #M-1502-CL-20260	91.17	101 2159000	91.17
7397720	D3448	L A CO SHERIFF'S DEPT	FILE #3631104150058	125.00	101 2159000	125.00
7397721	D3448	L A CO SHERIFF'S DEPT	FILE #3631801190021	300.00	101 2159000	300.00
7397722	1215	L A CO WATERWORKS	06/05/18-08/14/18 WATER SVC	14,881.47	101 4633654 203 4636654 482 4636654	161.63 5,266.50 9,453.34
				14,881.47		14,881.47
7397723	A2073	LANCASTER PERF ARTS CNTR FNDTN DN-GALA/AUCTION PACKAGE		780.00	101 2102600 101 4643235	800.00 (20.00)
				780.00		780.00
7397724	08986	PEARCEY, STACI	SP-SHUTTLE-CHICAGO-08/06-09/18	104.00	101 4220201	104.00

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7397725	1705	QUARTZ HILL WATER DISTRICT	07/02/18-08/01/18 WATER SVC	9,920.25	101 4634654 203 4636654 482 4636654	6,478.65 466.23 2,975.37 <u>9,920.25</u>
7397726	C1159	ROSA, MICHAEL	MR-PR DM-LAS VEGAS-08/27-30/18	224.00	101 4650201	224.00
7397727	09067	SECORY, JULIE	JS-PR DM-LAS VEGAS-08/27-30/18	224.00	101 4650251	224.00
7397728	09031	SLIFE, CATHERINE	CASE #BD455957	475.00	101 2159000	475.00
7397729	03154	SO CA EDISON	07/13/18-08/13/18 ELECTRIC SVC	24.46	482 4636652	24.46
7397730	03154	SO CA EDISON	07/04/18-08/03/18 ELECTRIC SVC	46.55	483 4785652	46.55
7397731	03154	SO CA EDISON	07/10/18-08/08/18 ELECTRIC SVC	1,222.33	203 4636652 482 4636652 484 4755652	64.75 1,130.45 27.13 <u>1,222.33</u>
7397732	03154	SO CA EDISON	07/05/18-08/15/18 ELECTRIC SVC	4,304.79	101 4632652 101 4633652 203 4636652 480 4755652 482 4636652 483 4785652 483 4785660 484 4755652 485 4755652	24.08 1,259.69 24.85 372.78 369.96 195.36 69.44 100.71 1,887.92 <u>4,304.79</u>
7397733	1907	SO CA GAS COMPANY	07/17/18-08/15/18 GAS SVC	626.71	101 4632655	626.71
7397734	05556	SWAIN, JOCELYN	JS-REIMB-PARKING-08/01/18	32.50	101 4770202	32.50
7397735	A1393	TEAMSTERS LOCAL 911	08/18 UNION DUES	3,300.00	101 2157000	3,300.00
7397736	C2555	TIME WARNER CABLE	08/09-09/08/18-BASIC TV	28.53	101 4315651	28.53
7397737	C2555	TIME WARNER CABLE	08/18-TV SVC-LCE/EXERCISE RM	42.29	101 4315651	42.29
7397738	C2555	TIME WARNER CABLE	08/14-09/13/18-BROADBND SVC	154.99	101 4820651	154.99
7397739	C8046	U S DEPT OF EDUCATION	LEVY PROCEEDS	286.53	101 2159000	286.53
7397740	D3370	VERIZON WIRELESS	07/18-WIRELESS SERVICE	1,763.23	101 4315651	1,763.23
7397741	C6406	WELLS, KATHY	KW-PR DM-PACFC GRV-08/15-17/18	185.00	490 4250201	185.00

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7397742	C2562	WESTERN PACIFIC ROOFING CORP	RFND-PMT FEES-PMT18-03488	86.00	251 3201100	86.00
7397743	C7500	A B I DOCUMENT SUPPORT SRVCS	CLAIM #027-17/CLGL-1384A1	191.01	101 4230303	191.01
7397744	06576	A V CHEVROLET	SWITCH-EQ3781	60.45	203 4752207	60.45
7397745	02605	A V COLLISION REPAIRS, INC	LABOR/RPRS-EQ5600	1,547.39	101 4647207	1,547.39
7397746	01039	A V FORD LINCOLN MERCURY	CONNECTR-EQ5708	117.54	101 4635207	117.54
7397747	D3517	AMERICASPRINTER.COM	MOAH-CATALOGS(2500)	2,175.47	101 4653205	2,175.47
7397748	04760	AMERINAT	07/18-MONTHLY SERVICE FEE	536.55	306 4542301	536.55
7397749	04190	AMERIPRIDE SERVICES	UNIFORM CLEANINGS	45.54	101 4753209	45.54
			UNIFORM CLEANINGS	45.54	101 4753209	45.54
			UNIFORM CLEANINGS	86.83	101 4753209	86.83
				<u>177.91</u>		<u>177.91</u>
7397750	09056	AVARY LATHROP	CA/4THJULY-PERF-ANTHEM	200.00	101 4649225	200.00
7397751	06165	B S N SPORTS, INC	RED LED DIGITS	1,643.00	101 4641251	1,643.00
7397752	09053	BALFOUR III, SAMMY L	ZELDAS-PERF-MUSIC-08/11/18	350.00	101 4652251	350.00
7397753	06992	BREMER WHYTE BROWN & O'MEARA	CLAIM #062-15/CLGL-0002A2	734.44	101 4230303	734.44
			CLAIM #062-15/CLGL-0002A2	407.20	101 4230303	407.20
			CLAIM # 062-15A/CLGL-0003A2	3,128.80	101 4230303	3,128.80
			CLAIM #062-15A/CLGL-0003A2	11,435.16	101 4230303	11,435.16
				<u>15,705.60</u>		<u>15,705.60</u>
7397754	06018	BRITTEN, INC	BLVD POLE BANNER BRACKETS(24)	3,845.00	101 2175000	(353.40)
					101 4633402	4,198.40
				<u>3,845.00</u>		<u>3,845.00</u>
7397755	08902	BUILDERS UNLIMITED CONSTRUCTRS	CH-OFFICE WINDOW	9,500.00	101 11BS019924	9,500.00
7397756	07612	CA COMMUNITY CHOICE ASSOC	CCEA FY18/19 MEMBER DUES	35,550.00	491 4250206	35,550.00
7397757	00393	CA MUNICIPAL STATISTICS INC	DEBT STATEMENTS-08/01/18	1,025.00	101 4430962	1,025.00
7397758	06102	CAPKO, ANTHONY S	ZELDAS-PERF-MUSIC-08/24/18	300.00	101 4652251	300.00
7397759	09024	CARAHSOFT TECHNOLOGY CORP	DOCUSIGN ENTERPRISE	12,131.59	101 4210302	10,000.00
					101 4315302	2,131.59
				<u>12,131.59</u>		<u>12,131.59</u>
7397760	05412	CARTRAC	07/18-SHOPPING CART RETRIEVAL	1,757.00	203 4752402	1,757.00

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7397761	09061	CINEMARK INC	CARES-CHRISTOPH ROBIN-09/25/18	1,144.25	101 4648270	1,144.25
7397762	D1545	CLETEHOUSE CAFE, INC	MMS-CATERING-08/15/18	445.76	101 4240340	445.76
7397763	08484	CONSOLIDATED ELECTRCL DIST INC	CH-OUTLET TESTERS(10) CH-LIGHTING IMPROVEMENTS CH-LIGHTING IMPROVEMENTS	152.75 11,735.12 23,470.23	101 4633403 101 4633402 101 4633402	152.75 11,735.12 23,470.23
				<u>35,358.10</u>		<u>35,358.10</u>
7397764	04579	D L T SOLUTIONS, LLC	SUBSCRIPTION RENEWALS(15)	15,938.85	101 4315302 480 4315302	13,168.85 2,770.00
				<u>15,938.85</u>		<u>15,938.85</u>
7397765	A0925	DESERT HAVEN ENTERPRISES	45903 DESERT SPRNGS-SCR PRPRTY	360.00	101 4545940	360.00
7397766	00414	DESERT LOCK COMPANY	PAC-CYLINDERS(22) MOAH-KEYS/TAGS MLS-LOCKS(2)	1,999.47 44.55 31.51	101 4650403 101 4633403 101 4633403	1,999.47 44.55 31.51
				<u>2,075.53</u>		<u>2,075.53</u>
7397767	06150	DIRECTV	MOAH-08/18-BUSINESS INFO	103.24	101 4315651	103.24
7397768	08329	E C S IMAGING INC	PRJCT MANAGEMENT/CONSLTNG SVCS	900.00	109 4110301	900.00
7397769	05677	E S R I INC	09/18-08/19-ARCGIS MAINTENANCE BUSINESS ANALYST WEB APP	13,623.34 1,589.21	101 4315302 101 4315302	13,623.34 1,589.21
				<u>15,212.55</u>		<u>15,212.55</u>
7397770	C0293	EAST, MARY PAULINE	07-08/18-CONTRACT SERVICES	1,325.00	101 4601308	1,325.00
7397771	D2427	ENVIRONMENTAL SOUND SOLUTIONS	08/18-MUSIC SERVICE	65.00	101 4633301	65.00
7397772	07970	FORENSISGROUP INC	CLAIM #062-15A/CLGL-0003A2	1,957.50	101 4230303	1,957.50
7397773	08441	FRANKLIN TRUCK PARTS INC	PUSHLOCK/CONNCTR-EQ3998	51.20	480 4755207	51.20
7397774	04721	GET TIRES, INC	TIRES(2)-EQ3992 TIRES(4)MNT/DISMNT-EQ4358 TIRES(4)-EQ7508 TIRES(8)MNT/DSMNT-EQ3779	338.57 1,744.06 532.60 3,313.75	480 4755207 203 4785207 101 4761207 480 4755207	338.57 1,744.06 532.60 3,313.75
				<u>5,928.98</u>		<u>5,928.98</u>
7397775	08536	GIBSON MUSIC STUDIO	ZELDAS-PERF-MUSIC-08/09/18	200.00	101 4652251	200.00
7397776	09054	GROVER, LAURA D	MOAH-PR-FOREST FOR THE TREES	850.00	101 4653205	850.00
7397777	00822	H W HUNTER, INC	RESISTOR-EQ3991 WIRING-EQ3991	69.20 48.79	480 4755207 480 4755207	69.20 48.79
				<u>117.99</u>		<u>117.99</u>

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7397778	00828	HINDERLITER, DELLAMAS & ASSOC	1ST QTR 2018-SALES TAX	705.41	101 4410304	705.41
7397779	09063	HORMOZI, JACK	RFND-RH INSPCTN FEE-10021475	107.00	101 3102401	107.00
7397780	01419	JOHNSTONE SUPPLY	MOAH-FILTERS(26)	126.06	101 4633403	126.06
7397781	D1903	KERN MACHINERY INC-LANCASTER	TACHOMETER/CBL-EQ5761 SHAFT-EQ5616	252.48 3,103.32	101 4634207 101 4635207	252.48 3,103.32
				<u>3,355.80</u>		<u>3,355.80</u>
7397782	A9440	KERSHNER, HERBERT B	ZELDAS-PERF-MUSIC-08/17/18	300.00	101 4652251	300.00
7397783	C5347	LA CONSULTING INC	07/18-PROFESSIONAL SERVICES	2,344.60	101 4753301	2,344.60
7397784	C7873	LANCASTER AUTO MALL ASSOC	08/18-AUTO MALL SIGN EXPENSES	1,115.84	101 4240340	1,115.84
7397785	08387	LOOMIS	07/18-ARMORED CAR SERVICE	1,802.00	101 3501110	1,802.00
7397786	C1198	MC PHERSON CONSULTING	BLVD-BANNER REMOVALS CH-DOOR BUTTON INSTALLATIONS	150.00 524.08	101 4649225 101 4633402	150.00 524.08
				<u>674.08</u>		<u>674.08</u>
7397787	07662	MEDLIN JR, RICK A	ZELDAS-PERF-MUSIC-09/07/18	200.00	101 4652251	200.00
7397788	C8944	MSC INDUSTRIAL SUPPLY CO	EYEWASH STATIONS(6) SIGNS(18) MAINTENANCE SAFTEY SUPPLIES CABINETS/SIGNS	271.67 162.54 19,059.90 1,395.29	101 4220209 101 2175000 101 4220403 101 2175000 101 4220209 101 4220295 101 4220403 101 4220295 101 4220403	271.67 (15.44) 177.98 (1.71) 8,611.48 7,952.25 2,497.88 1,263.89 131.40
				<u>20,889.40</u>		<u>20,889.40</u>
7397789	08821	MUROW CM	KENSINGTON CAMPUS DESIGN SVCS KENSINGTON CAMPUS DESIGN SVCS	3,000.00 2,108.50	306 4542901K 306 4542901K	3,000.00 2,108.50
				<u>5,108.50</u>		<u>5,108.50</u>
7397790	06605	NC4 PUBLIC SECTOR LLC	09/18-08/19-ANNUAL MTNC	11,303.00	101 4315302	11,303.00
7397791	05741	P P G ARCHITECTURAL FINISHES	PAINT	168.77	203 4752502	168.77
7397792	07249	PATRIOT PLUMBING	MTNC YD-RPLC FILL VALVE/GASKET	222.00	203 4752403	222.00
7397793	08930	PAVEMENT ENGINEERING INC	2018 PVMNT MNGNG CNSLTNG SVCS	33,255.00	210 12ST037924	33,255.00
7397794	A2220	PESTMASTER SERVICES, INC	WEED REMOVAL SERVICES	23,773.00	203 4752266	23,773.00

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From Check No.: 7397246 - To Check No.: 7397823

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Printed: 8/27/2018 11:50

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
7397795	05602	PETROLEUM EQUIPMENT CONST SRV	07/18-DESIGNATED OPERATOR INSP	389.03	101 4753402	389.03
7397796	05864	QUINN COMPANY	V-BELT-EQ3777	20.36	203 4752207	20.36
			CTTNG EDGS/BLTS/NUTS-EQ3777	379.76	203 4752207	379.76
			CTTNG EDGS/END BTS-EQ3835	490.69	484 4752207	490.69
			END EDGS(2)-EQ3778	146.30	203 4752207	146.30
			CTTNG EDGS/BIT ENDS-EQ3394	3,486.06	203 4752207	3,486.06
				<u>4,523.17</u>		<u>4,523.17</u>
7397797	A9382	R H A LANDSCAPE ARCHITECTS	LANC PARKS IMPROVEMENT PLAN	700.00	104 4631402	700.00
7397798	08804	ROBERTS, TAYLOR	07/18-SPORTS OFFICIAL	40.00	101 4641308	40.00
7397799	05943	ROBERTSON'S	CONCRETE	327.45	203 4752410	327.45
			CONCRETE	204.66	203 4752410	204.66
				<u>532.11</u>		<u>532.11</u>
7397800	09064	RODARTE-CAZARES, ELEA	RFND-CLASS REGISTRATION	39.00	101 2182001	39.00
7397801	D3947	S G A CLEANING SERVICES	STP-ADA PROJECT/PARK RESTROOMS	685.00	227 11ZZ004924	685.00
			EDP-ADA PROJECT LABOR	485.00	227 11ZZ004924	485.00
				<u>1,170.00</u>		<u>1,170.00</u>
7397802	A8260	SAGE STAFFING	AM-PUBLIC SFTY STFF-7/30-8/3/18	714.40	101 4820308	714.40
			AT-LCE STAFF-07/30-08/03/18	926.85	490 4250308	926.85
				<u>1,641.25</u>		<u>1,641.25</u>
7397803	05934	SHI INTERNATIONAL CORP	TRANSCEIVERS(2)	873.81	101 4315302	873.81
7397804	1894	SIGNS & DESIGNS	SP-FACEPLATE	13.14	101 4410259	13.14
7397805	01816	SMITH PIPE & SUPPLY INC	LUC-PVC TEE(6)	13.10	101 4633404	13.10
			LUC-QUIK-FIX(3)	48.29	101 4633404	48.29
				<u>61.39</u>		<u>61.39</u>
7397806	09065	SPATES, TATIANNA	RFND-FACILITY RENTAL	80.00	101 2182001	80.00
7397807	06429	STANTEC CONSULTING SRVCS INC	CP13016-AVENUE J-8 GAP CLOSURE	546.00	232 15ST046924	546.00
7397808	D2143	STREAMLINE AUDIO VISUAL, INC	PF-GENERATOR	1,400.00	101 4649567	1,400.00
7397809	08725	STREAMLINE SYSTEM DESIGN	PAC-SPEAKER INSTALLATION	450.00	101 4650251	450.00
7397810	06991	SYSCO VENTURA, INC	ZELDAS-SNACKS/CLEANERS/CUPS	593.46	101 4652251	593.46
7397811	A6479	TAFT ELECTRIC COMPANY	AVE J8/CHLLNGR-POLE RPLCMNTS	5,666.71	483 4785460	5,666.71
7397812	08177	TEKWERKS	WIRELESS ACCESS POINTS/INSTALL	3,386.73	101 4315301	1,050.00
					101 4315302	2,336.73

City of Lancaster Check Register



From Check No.: 7397246 - To Check No.: 7397823

From Check Date: 07/29/18 - To Check Date: 08/25/18

Printed: 8/27/2018 11:50

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
				3,386.73		3,386.73
7397813	04239	TIM WELLS MOBILE TIRE SERVICE	SVC CALL/RPR-EQ3830	108.14	203 4752207	108.14
			TIRE-EQ5842	37.65	101 4632207	37.65
			SVC CALL/RPR-EQ3365	108.14	203 4752207	108.14
				<u>253.93</u>		<u>253.93</u>
7397814	2003	TIP TOP ARBORISTS, INC	07/18-TREE TRIMMING/REMOVALS	2,770.75	203 4636267	2,770.75
			07/18-TREE TRIMMING/REMOVALS	6,140.50	482 4636267	6,140.50
			07/18-TREE TRIMMING/REMOVALS	26,602.00	483 4636267	26,602.00
				<u>35,513.25</u>		<u>35,513.25</u>
7397815	D3099	TPX COMMUNICATIONS	08/18-TELEPHONE SERVICE	9,411.26	101 4315651	9,161.26
					490 4250651	250.00
				<u>9,411.26</u>		<u>9,411.26</u>
7397816	C6713	TRISTAR SAFETY SERVICES	BOARD RPR/LBR-EQ3410	765.00	203 4752207	765.00
7397817	31009	UNIVERSAL ELECTRONIC ALARMS	LUC-07/18-FIRE ALARM	75.00	101 4633301	75.00
			LUC-07/18-SECURITY ALARM	81.00	101 4633301	81.00
				<u>156.00</u>		<u>156.00</u>
7397818	04496	VULCAN MATERIAL WESTERN DIV	COLD MIX	125.05	203 4752410	125.05
			COLD MIX	127.35	203 4752410	127.35
			COLD MIX	144.21	203 4752410	144.21
			COLD MIX	73.69	203 4752410	73.69
			COLD MIX	131.18	203 4752410	131.18
				<u>601.48</u>		<u>601.48</u>
7397819	D2816	WASTE MANAGEMENT OF A V	07/18-15TH ST W/AVE G-TRSH SVC	662.34	101 4755355	662.34
7397820	C7367	WINE WAREHOUSE	ZELDAS-BEVERAGES	427.90	101 4652251	427.90
7397821	06344	AERO VIEW LLC	09/18-LEAPS SERVICES	89,991.00	101 4820301	89,991.00
7397822	06313	R C BECKER & SON, INC	CP17020-AVE I CORRDR IMPRVMTS	302,808.10	206 15ST042924	246,809.96
					209 15ST042924	27,999.07
					321 15ST042924	27,999.07
			CP17020-AVE I CORRDR IMPRVMTS	146,562.50	206 15ST042924	146,562.50
				<u>449,370.60</u>		<u>449,370.60</u>
7397823	06672	SO CAL DESIGN	BULLFROGS CONTAINER STRUCTURE	62,307.50	227 11BS023924	62,307.50
Chk Count				<u>578</u>	Check Report Total	<u>6,985,904.68</u>

STAFF REPORT
City of Lancaster

CC 3
09/11/18
MVB

Date: September 11, 2018
To: Mayor Parris and City Council Members
From: Pam Statsmann, Finance Director
Subject: **Monthly Report of Investments – July 2018**

Recommendation:

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

Fiscal Impact:

None

Background:

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

Portfolio Recap

Yield:

	<u>July 2018</u>	<u>June 2018</u>
Total Portfolio	1.25%	1.60%
Local Agency Investment Fund	1.94%	1.85%
Total Portfolio Balance:	\$65,434,037	\$82,378,730

The portfolio balance decreased from June to July by \$16,944,693, or 20.6%. Significant revenues for July included \$1,563,671 of Sales & Use Tax and \$483,855 of Property Taxes. The largest City expenditures were \$12,563,220 Debt Service, \$2,103,512 to LA County Sheriff for law enforcement services and \$1,304,632 to VINSAs Insurance.

The City's temporary idle cash, those funds that are not immediately needed to pay current bills and not governed by bond indentures or bond resolutions, is invested in accordance with the City's adopted Investment Policy. This policy is reviewed regularly by the City Council, with the latest policy adopted February 13, 2018, by Resolution No. 18-06.

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

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

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

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

PS:MA

Attachment:

Monthly Report of Investments

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

	Interest Rate	Amount	Total
<u>City of Lancaster</u>			
Wells Fargo Bank			
City of Lancaster Account (note 1)	0.00%	\$10,944,346	
Certificate of Deposit	0.10%	\$100,000	
			\$11,044,346
Bank of America			
Certificate of Deposit	0.05%	\$100,000	
			\$100,000
U S Bank - Safekeeping (note 2)			
Commercial Paper	0.00%	\$0	
			\$39,154,437
US Treasury Notes	0.81%	\$12,805,674	
Federal Government Agencies	1.41%	\$15,134,059	
Corporate Securities	1.95%	\$11,201,683	
Cash & Equivalents	0.00%	\$13,020	
			\$100,000
California Bank & Trust			
Certificate of Deposit	0.01%	\$100,000	
			\$150,919
Chase Bank			
Certificate of Deposit	0.01%	\$150,919	
			\$201,376
Mission Bank			
Certificate of Deposit	0.20%	\$201,376	
			\$10,408,815
Local Agency Investment Fund (L.A.I.F.)			
	1.94%	\$10,408,815	
			\$61,159,893
Total City of Lancaster			
Successor Agency for the Lancaster Redevelopment Agency			
Local Agency Investment Fund (L.A.I.F.)	1.94%	\$4,274,145	
			\$4,274,145
Total Lancaster Successor Agency			
			\$65,434,037
Total Pooled Portfolio (note 3)			
			\$65,434,037
Weighted Average	1.25%		

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

	Interest Rate	Amount	Total
Wilmington Trust			\$3,425,656
Lancaster Choice Energy LockBox Account	0.00%	\$3,425,656	
The Bank of New York Mellon Trust Company, N.A.			\$1,483,822
LRA & LA County Escrow Account - Government Bonds	0.00%	\$1,483,822	
US Bank			\$19,075,735
CFD 89-1 1990 Special Bonds	1.79%	\$26	
LFA CFD 89-1 1997 Special Bonds	1.77%	\$1,719	
LFA L O BONDS 1997 SERIES A & B	1.77%	\$289,282	
AD 93-3 1994 Limited Improvement Bonds	1.77%	\$457,255	
LRA Combined 2004 Fire Protection Facilities Project Bonds	1.77%	\$840,522	
LRA Combined 2004 Sheriff Facilities Prjct Refunding Bonds	1.77%	\$1,793,656	
LRA Public Capital Facilities 2010 Project Lease Revenue Bonds	1.77%	\$417,632	
LPA Solar Renewable Energy Issue of 2012A	1.77%	\$2,252,060	
SA Combined Project Areas Refunding Bonds 2015A & B	1.77%	\$1,551,112	
SA Combined Project Areas Refunding Bonds 2016 A-1 & A-2	1.77%	\$4,676,060	
SA Combined Project Areas Refunding Bonds 2016B	1.77%	\$1,259,130	
LFA 2016 Assessment Revenue Bonds (Streetlights Acquisition)	1.77%	\$409,781	
SA 2017 Tax Allocation Revenue Bonds (TARB)	1.77%	\$5,127,500	
Total Restricted Cash/Investments Held in Trust		<u>\$19,075,735</u>	
Total Restricted Cash/Investments Held in Trust (note 4)			<u><u>\$23,985,212</u></u>

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

Pam Statsmann
Finance Director

City of Lancaster
Cash Balances by Fund
July 31, 2018

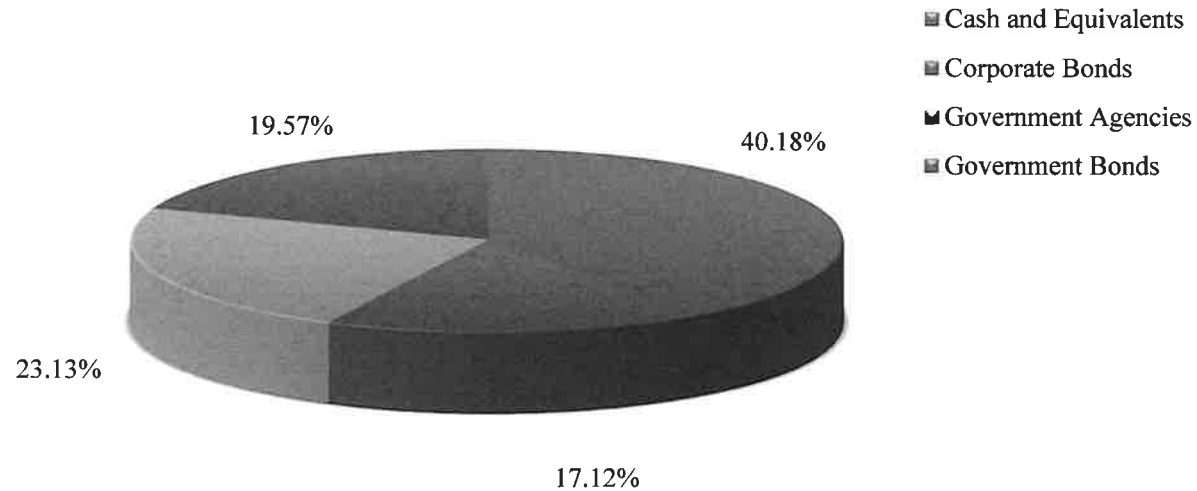
Fund No.	Fund Name	Ending Balance	Fund No.	Fund Name	Ending Balance
101	GENERAL FUND	\$ 21,836,293	323	STATE GRANT - STPL	\$ (663)
104	CAPITAL REPLACEMENT FUND	\$ 2,379,898	324	STATE GRANT - OTS	\$ (3,480)
106	COMMUNITY SERVICES FOUNDATION	\$ 125,851	330	STATE GRANT RECYCLING	\$ 89,383
109	CITY SPECIAL RESERVES FUND	\$ (4,399,660)	331	STATE GRANT - OIL RECYCLING	\$ 23,931
150	CAPITAL PROJECTS FUND - CITY	\$ (3,951,742)	349	MISC STATE GRANTS	\$ (317,407)
203	GAS TAX	\$ (1,702,268)	361	CDBG	\$ (1,003,246)
204	AQMD	\$ 92,429	363	NBRHD STABILIZATION PRGM	\$ 1,521,057
205	PROP 1B	\$ 243,692	364	HPRP-HOMELESS PREV & RAPID REH	\$ (2,522)
206	TDA ARTICLE 8 FUND	\$ (2,340,555)	391	LANCASTER HOME PROGRAM	\$ 743,046
207	PROP "A" TRANSIT FUND	\$ 3,137,578	399	FEDERAL MISCELLANEOUS GRANTS	\$ (1,277,209)
208	TDA ARTICLE 3 BIKEWAY FUND	\$ (61,465)	401	AGENCY FUND	\$ 617,432
209	PROPOSITION "C" FUND	\$ 3,363,196	402	PERFORMING ARTS CENTER	\$ (1,101,829)
210	MEASURE R FUND	\$ 3,971,991	404	GRANTS FUND	\$ (291,754)
211	MEASURE M FUND	\$ 1,649,797	408	X-AEROSPACE GRANTS FUND	\$ (86,205)
213	PARKS DEVELOPMENT FUND	\$ 826,408	456	STILL MEADOW LN SWR ASSMNT DST	\$ 13,013
217	SIGNALS - DEVELOPER FEES FUND	\$ 3,553,717	480	SEWER MAINT FUND	\$ 4,642,842
220	DRAINAGE - DEVELOPER FEES FUND	\$ 4,507,340	482	LANDSCAPE MAINTENANCE DISTRICT	\$ 2,441,790
224	BIOLOGICAL IMPACT FEE FUND	\$ 1,533,863	483	LIGHTING MAINTENANCE DISTRICT	\$ (533,788)
226	USP - OPERATION	\$ 2,569	484	DRAINAGE MAINTENANCE DISTRICT	\$ 1,913,971
227	USP - PARKS	\$ 1,507,421	485	RECYCLED WATER FUND	\$ (346,789)
228	USP - ADMIN	\$ 20,285	486	LANCASTER POWER AUTHORITY	\$ 3,130,971
229	USP - CORP YARD	\$ 150,325	490	LANCASTER CHOICE ENERGY	\$ 4,293,342
230	MARIPOSA LILY FUND	\$ 62,733	491	CALIFORNIA CHOICE ENERGY AUTH	\$ (1,119,333)
232	TRAFFIC IMPACT FEES FUND	\$ 2,691,360	701	LANCASTER FINANCING AUTHORITY	\$ 5,103
233	DEVELOPER IN LIEU	\$ 47,747	810	ASSESSMENT DISTRICT FUND	\$ 154,596
248	TRAFFIC SAFETY FUND	\$ 257,754	811	AD 93-3	\$ 167,231
251	ENGINEERING FEES	\$ (1,111,482)	812	AD 92-101	\$ 90,033
252	PROP 42 CONGESTION MANAGEMENT	\$ 649,800	830	CFD 89-1 EASTSIDE WATER FUND	\$ 1,110,316
261	LOS ANGELES COUNTY REIMB	\$ (159,243)	831	CFD 90-1 (BELLE TIERRA)	\$ 445,503
301	LANCASTER HOUSING AUTH. OPS.	\$ 2,748,211	832	CFD 91-1 (QUARTZ HILL)	\$ 776,760
306	LOW & MOD INCOME HOUSING	\$ 5,925,767	833	CFD 91-2 (LANC BUSINESS PARK)	\$ 447,297
321	MTA GRANT - LOCAL	\$ (753,078)	991	REDEV OBLIGATION RETIREMENT FD	\$ 4,844,316
				Total Cash Balance	\$ 68,194,239

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

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

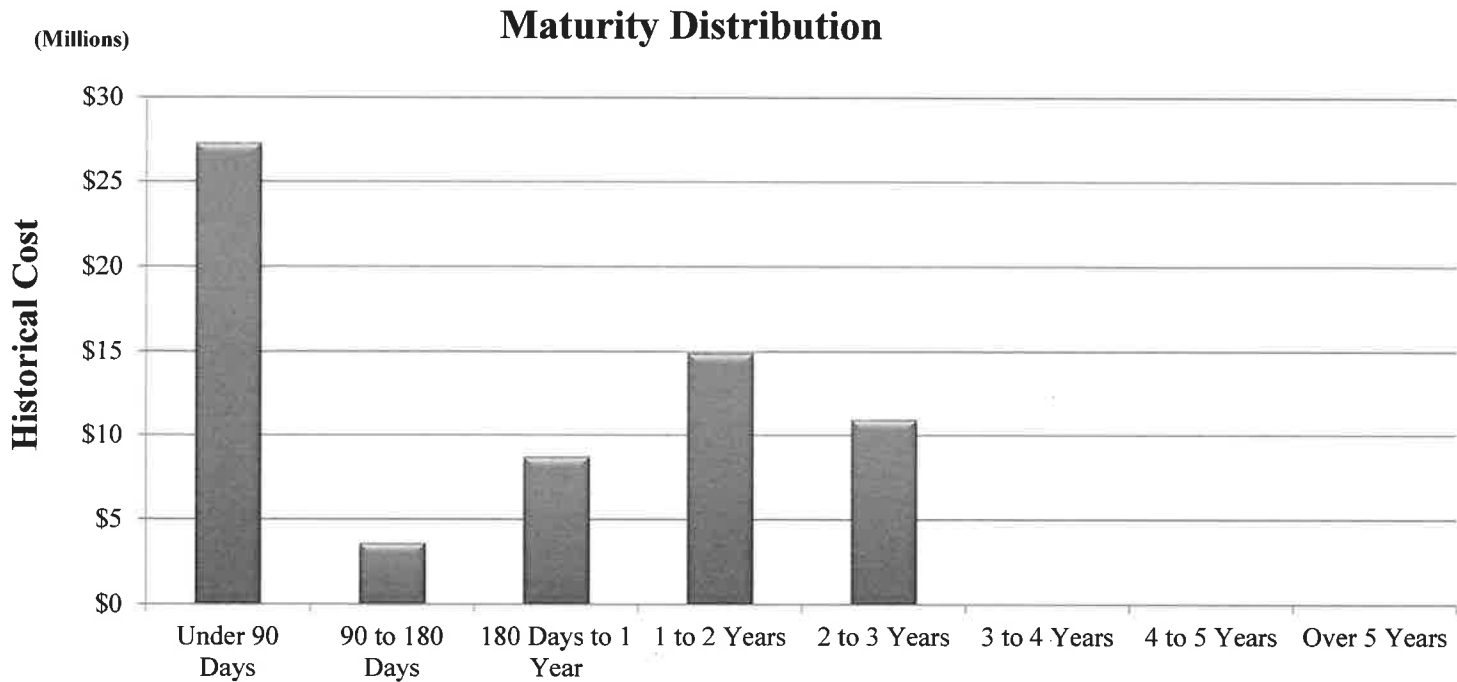
	Historical Cost	Amortized Cost	Fair Value	Unrealized Gain (Loss)	Weighted Average Effective	% Portfolio/ Segment	Weighted Average Market
Cash and Equivalents	\$26,292,621	\$26,292,621	\$26,292,621	\$0	1	40.18%	0.00
Corporate Bonds	\$11,201,683	\$11,164,545	\$11,077,745	(\$86,800)	548	17.12%	1.45
Government Agencies	\$15,134,059	\$15,118,467	\$14,869,463	(\$249,003)	527	23.13%	1.40
Government Bonds	\$12,805,674	\$12,815,586	\$12,746,933	(\$68,654)	415	19.57%	1.10
TOTAL	\$65,434,037	\$65,391,219	\$64,986,761	(\$404,457)	486	100.00%	1.32

Portfolio Diversification



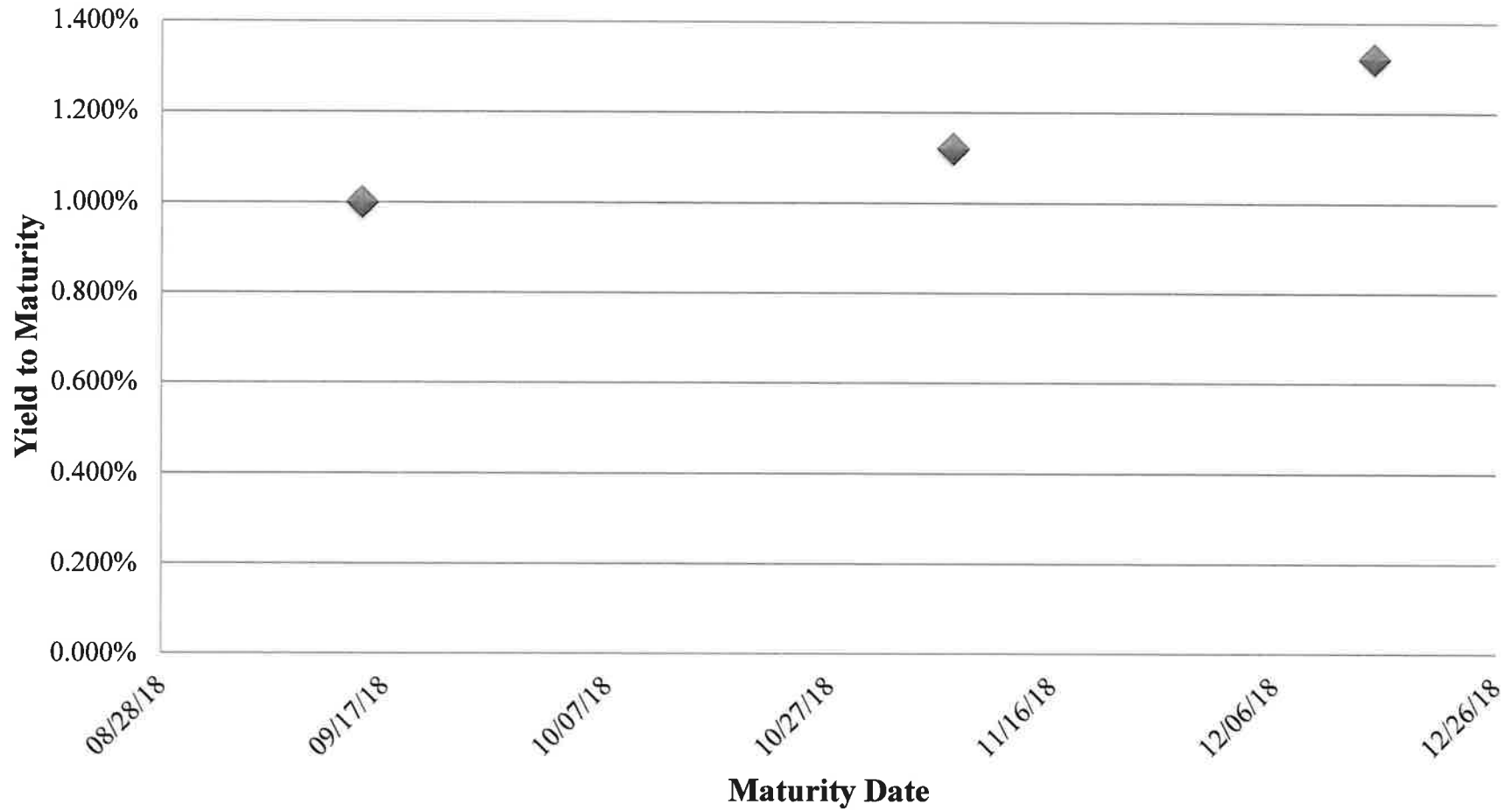
City of Lancaster
Maturity Distribution
July 31, 2018

Maturity	Historical Cost	Percent
Under 90 Days	\$27,288,988	41.70%
90 to 180 Days	\$3,574,893	5.46%
180 Days to 1 Year	\$8,715,365	13.32%
1 to 2 Years	\$14,914,998	22.79%
2 to 3 Years	\$10,939,794	16.72%
3 to 4 Years	\$0	0.00%
4 to 5 Years	\$0	0.00%
Over 5 Years	\$0	0.00%
	\$65,434,037	100.00%



City of Lancaster
Securities Held
July 31, 2018

Securities Held



STAFF REPORT
City of Lancaster

CC 4
09/11/18
MVB

Date: September 11, 2018

To: Mayor Parris and City Council Members

From: Jeff Hogan, Development Services Director

Subject: **Acceptance of Public Works Construction Project No. 16-003
Antelope Valley Senior Center Renovation Project, Build Phase**

Recommendations:

- a. Approve Change Order No.s' 1 and 2, and increase the total amount of the contract with Sawyer Construction & Associates of Mojave, California, for Public Works Construction Project No. 16-003, Antelope Valley Senior Center Renovation Project, Build Phase, by \$51,452.04, for a total revised contract amount of \$1,262,823.73.
- b. Accept the work constructed by Sawyer Construction & Associates for Public Works Construction Project No. 16-003, Antelope Valley Senior Center Renovation Project, Build Phase, and direct the City Clerk to file the Notice of Completion for the project. Retention on this project has been disbursed in accordance with California Public Contract Code.

Fiscal Impact:

This project was awarded in the amount of \$1,225,295.50, which includes a 10% contingency. Change orders totaling \$148,918.73 have brought the total contract cost to \$1,262,823.73. Sufficient funds were budgeted and are available in Capital Projects Budget Account No. 261-11BS025-924.

Background:

On September 13, 2016, Council approved and authorized the City Manager to enter into a License Agreement and Memorandum of Understanding (MOU) with the County of Los Angeles to oversee and manage the expansion and upgrade of the Los Angeles County Antelope Valley Senior Center (Senior Center). Council also recognized \$1,500,000.00 in revenue from Los Angeles County, and appropriated the same into the Capital improvements account.

On January 24, 2017, Council approved and authorized award of a professional services agreement for the Design Phase of this project in the amount of \$185,040.00, with a 6% contingency to Sawyer Construction and Associates.

On July 11, 2017, City Council awarded Public Works Construction Project No. 16-003, Antelope Valley Senior Center Renovation Project, Build Phase, to Sawyer Construction and Associates. This project included the expansion and renovation to the Antelope Valley Senior Center.

Construction of the project has been completed to the satisfaction of the Development Services Director. The project was completed on July 06, 2018, which was within the time permitted in the contract. The construction quantities and the amount of payment have been approved by the Contractor and the Development Services Director.

The total contract cost is \$1,262,823.73.

ML/mm

Attachments:

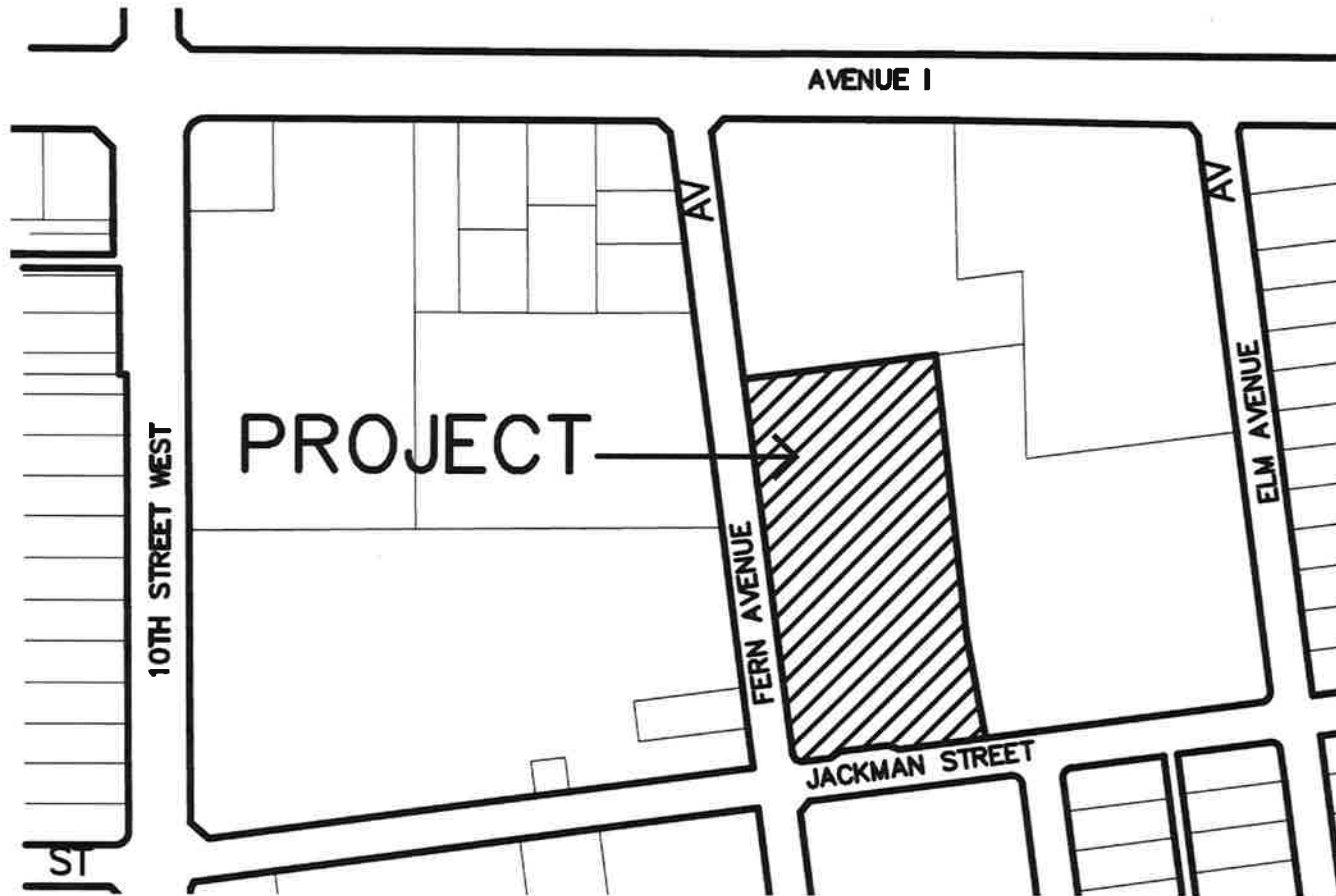
Notice of Completion

Vicinity Map

EXHIBIT "A"

PWCP 16-003

Antelope Valley Senior Center Renovation Project, Build Phase



VICINITY MAP

N.T.S



RECORDING REQUESTED BY:

CITY OF LANCASTER

WHEN RECORDED MAIL TO:

CITY OF LANCASTER
CITY CLERK DEPARTMENT
44933 N. FERN AVENUE
LANCASTER, CA 93534

SPACE ABOVE THIS LINE FOR RECORDER'S USE

This document is exempt from payment of a recording fee pursuant to government Code Section 6103 and 27383.

**NOTICE OF COMPLETION OF
PUBLIC IMPROVEMENT AND WORK**

NOTICE IS HEREBY GIVEN:

- 1. The City of Lancaster, Los Angeles County, State of California, is the owner on file of a certain public improvement known as:

**PUBLIC WORKS CONSTRUCTION PROJECT NO. 16-003
Antelope Valley Senior Center Renovation Project, Build Phase**

- 2. The address of said owner is: LA County Housing Authority, 2 S Coral Circle, Monterey Park, California 91755.
- 3. The location of said public improvement is as follows: 777 West Jackman Street, Lancaster CA 93534. See Exhibit 'A' attached hereto and made a part hereof.
- 4. On July 11, 2017, City Council awarded Public Works Construction Project No. 16-003 Antelope Valley Senior Center Renovation Project, Build Phase, to Sawyer Construction and Associates. This project included the expansion and renovation to the Antelope Valley Senior Center.
- 5. On July 06, 2018, construction of the project has been completed to the satisfaction of the Development Services Director.

ATTEST:

DATED this ___ day of _____, 20___
CITY OF LANCASTER

BRITT AVRIT, MMC
City Clerk
City of Lancaster

BY: _____
JEFF HOGAN
Development Services Director

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

DATE

SIGNATURE

PLACE OF EXECUTION

STAFF REPORT
City of Lancaster

CC 5
09/11/18
MVB

Date: September 11, 2018

To: Mayor Parris and City Council Members

From: Jeff Hogan, Development Services Director

Subject: **Rejection of Bids - Public Works Construction Project No. 17-006
Lancaster Boulevard and 15th Street West Roundabout, HSIPL-5419(043)**

Recommendation:

Reject all bids for Public Works Construction Project No. 17-006 – Lancaster Boulevard and 15th Street West Roundabout, HSIPL-5419(043). All bids significantly exceeded the project budget and included bid schedule anomalies resulting in technical response irregularities. Project will be reviewed, re-scoped, and re-solicited in the Fall of 2018.

Fiscal Impact:

None.

Background:

This project includes the construction of a single lane roundabout at the intersection of Lancaster Boulevard and 15th Street West, to include improvement of pavement, concrete, storm drain, street lights, landscaping and irrigation. In addition to the roundabout, road diet improvements (restriping) will be installed on 15th Street West from Jenner Street to Avenue J, and curb extensions (“bulb-outs”) will be constructed on 15th Street West at Norberry Street.

On July 24, 2018, at 11:00 a.m., the City conducted a bid opening for Public Works Construction Project No. 17-006. Three sealed bid envelopes were received, opened, and read aloud. The bids were as follows:

<u>Contractor</u>	<u>City</u>	<u>Bid Amount</u>
1. DOD Construction	Bakersfield	\$1,727,162.50*
2. Toro Enterprises, Inc.	Ventura	\$1,835,774.85
3. R. C. Becker and Son, Inc.	Santa Clarita	\$1,909,209.01*
Engineer's Estimate		\$1,554,615.63

* Corrected for Mathematical Error

MD:mm

STAFF REPORT
City of Lancaster

CC 6
09/11/18
MVB

Date: September 11, 2018

To: Mayor Parris and City Council Members

From: Jeff Hogan, Development Services Director

Subject: **Rejection of Bids - Public Works Construction Project No. 17-007
Lancaster Boulevard and 15th Street East Roundabout HSIPL-5419(047)**

Recommendation:

Reject all bids for Public Works Construction Project No. 17-007 – Lancaster Boulevard and 15th Street East Roundabout HSIPL-5419(047). All bids exceeded the project budget and included bid schedule anomalies resulting in technical response irregularities. Project will be reviewed, re-scoped, and re-solicited in the Fall of 2018.

Fiscal Impact:

None.

Background:

This project includes the construction of a single lane roundabout at the intersection of Lancaster Boulevard, and 15th Street East, to include improvement of pavement, concrete, storm drain, street lights, landscaping and irrigation. In addition to the roundabout, road diet improvements (restriping) will be installed on 15th Street East from Kettering Street to Avenue J, and on Lancaster Boulevard from Challenger Way to 20th Street East. Curb extensions (“bulb-outs”) will be constructed on Lancaster Boulevard at 17th Street East.

On July 24, 2018, at 11:00 a.m., the City conducted a bid opening for Public Works Construction Project No. 17-007. Two sealed bid envelopes were received, opened, and read aloud. The bids were as follows:

	<u>Contractor</u>	<u>City</u>	<u>Bid Amount</u>
1.	R.C. Becker and Son, Inc.	Santa Clarita	\$1,568,719.22
2.	DOD Construction LTD	Bakersfield	\$1,766,427.00
	Engineer's Estimate		\$1,484,713.53

MD:mm

STAFF REPORT
City of Lancaster

PH 1
09/11/18
MVB

Date: September 11, 2018

To: Mayor Parris and City Council Members

From: Jeff Hogan, Development Services Director

Subject: Environmental Impact Report No. 16-01, General Plan Amendment No. 16-01, Zone Change No. 16-01, Specific Plan No. 15-02, Tentative Tract Map No. 74312, Development Agreement No. 18-01 (Avanti West Subarea: ±73 acres bounded by Avenue K-4, Avenue K-8, 70th Street West and 75th Street West; Avanti South Subarea: ±234 acres bounded by Avenue L, Avenue K-8, 62nd Street West, and 70th Street West)

Recommendations:

- a. Adopt **Resolution No. 18-47**, certifying Environmental Impact Report No. 16-01 (SCH #2016071067) and adopting the findings and statement of overriding considerations; approving General Plan Amendment No. 16-01 to amend the General Plan land use designation on portions of the subject property from NU (Non-Urban Residential) and UR (Urban Residential) with a Specific Plan (SP) overlay to UR with an SP Overlay and Mixed-Use (MU) with an SP Overlay; approving Specific Plan No. 15-02; approving Tentative Tract Map No. 74312 to subdivide the subject property into 44 lots for financial and conveyance purposes; and approving Development Agreement No. 18-01 to establish specific development rights.
- b. Introduce **Ordinance No. 1047**, amending the City zoning plan for 73 acres bounded by Avenue K-4, Avenue K-8, 70th Street West and 75th Street West (Assessor’s Parcel Numbers 3204-001-184 and 3204-001-195) and 12.8 acres of a 234-acre site bounded by Avenue L, Avenue K-8, 62nd Street West, and 70th Street West (Assessor’s Parcel Numbers 3204-008-045 and 3204-008-047), known as Zone Change No. 16-01.

Fiscal Impact:

Approval of the proposed project with Development Agreement No. 18-01 would grant the developer a reduction in certain fees, and freeze the impact fees for a specified period of time. In return, the City would receive \$350.00 per residential unit at the time of building permit issuance.

Background:

The applicant, Royal Investors Group, LLC, submitted applications for a General Plan Amendment (GPA), Zone Change (ZC), Specific Plan (SP), Tentative Tract Map (TTM) and Development Agreement (DA) for a master planned development. At full build-out, the proposed project would consist of a total of 1,700 residential dwelling units (including 175 age-targeted units, 256 active adult units and 325 multi-family units), 213,600 square feet of commercial uses, 31.5-acres parks/open space, a 12.8-acre school site, 1.3-acre fire station site, and 38.4 acres of internal streets.

These uses would be located on 307.7 acres divided into two subareas: 1) Avanti West: approximately 73 acres bounded by Avenue K-4, Avenue K-8, 70th Street West, and 75th Street West, and 2) Avanti South: approximately 234 acres bounded by Avenue L, Avenue K-8, 62nd Street West, and 70th Street West.

The Planning Commission held a public hearing on the proposed project on June 18, 2018, and voted (by a 4-0-0-2-1 vote) to recommend to the City Council certification of the Final EIR and adoption of the Findings and Statement of Overriding Considerations and approval of the GPA, ZC, SP, TTM, and DA.

JS/jr

Attachments:

Resolution No. 18-47

Ordinance No. 1047

Attachment A - Final Environmental Impact Report No. 16-01 (available for review in the Office of the City Clerk)

Attachment B - Findings and Fact and Statement of Overriding Considerations (available for review in the Office of the City Clerk)

Attachment C - Specific Plan No. 15-02 (available for review in the Office of the City Clerk)

Attachment D - Development Agreement No. 18-01 (available for review in the Office of the City Clerk)

Attachment E - Planning Commission Staff Report dated June 18, 2018 (available for review in the Office of the City Clerk)

RESOLUTION NO. 18-47

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, CALIFORNIA, CERTIFYING ENVIRONMENTAL IMPACT REPORT NO. 16-01 (SCH #2016071067) AND ADOPTING THE FINDINGS AND STATEMENT OF OVERRIDING CONSIDERATIONS; APPROVING GENERAL PLAN AMENDMENT NO. 16-01 TO AMEND THE GENERAL PLAN LAND USE DESIGNATION ON PORTIONS OF THE SUBJECT PROPERTY FROM NU (NON-URBAN RESIDENTIAL) AND UR (URBAN RESIDENTIAL) WITH A SPECIFIC PLAN (SP) OVERLAY TO UR WITH AN SP OVERLAY AND MIXED-USE (MU) WITH AN SP OVERLAY; APPROVING SPECIFIC PLAN NO. 15-02; APPROVING TENTATIVE TRACT MAP NO. 74312 TO SUBDIVIDE THE SUBJECT PROPERTY INTO 44 LOTS FOR FINANCIAL AND CONVEYANCE PURPOSES; AND APPROVING DEVELOPMENT AGREEMENT NO. 18-01 TO ESTABLISH SPECIFIC DEVELOPMENT RIGHTS

WHEREAS, the subject property is approximately 307.7 gross acres contained within two subareas generally bounded by Avenue L, Avenue K-8, 62nd Street West, and 70th Street West, and Avenue K-4, Avenue K-8, 70th Street West, and 75th Street West (Assessor's Parcel Numbers [APNs] 3204-008-045, -047; 3204-001-184, -195); and

WHEREAS, pursuant to Section 3.c. of City Council Resolution No. 93-07, Royal Investors Group, LLC ("Applicant"), has initiated an application for a General Plan Amendment (GPA No. 16-01) to redesignate a portion of the subject area from NU (Non-Urban Residential, 0.4-2.0 dwelling units/acre [DU/AC]) to UR (Urban Residential, 2.1-6.5 DU/AC) with a Specific Plan (SP) Overlay and from UR with a SP Overlay to Mixed-Use (MU) with a SP Overlay; and

WHEREAS, pursuant to Section 17.24.040 of the Lancaster Municipal Code ("LMC"), the Applicant has initiated an application (ZC No. 16-01), and requested a change to the zoning designations on portions of the project site from RR-2.5 (Rural Residential, minimum lot size 2.5 acres) to Specific Plan (SP), and from SP to S (School); and

WHEREAS, the Applicant has submitted a specific plan (SP No. 15-02) for the subject property in order to implement the SP zoning; and

WHEREAS, the applicant has filed a tentative subdivision map (TTM No. 74312) to subdivide the subject property into 44 lots for financing and conveyance purposes, and to facilitate future development; and

WHEREAS, Staff has performed necessary investigations, prepared a written report, and recommended approval of these applications, subject to conditions; and

WHEREAS, pursuant to Section 17.240.070 of the LMC, a notice of intention to consider GPA No. 16-01, ZC No. 16-01, SP No. 15-02, TTM No. 74312, and DA No. 18-01 was published and provided as required by Chapter 17.36.020.A of the LMC, and Sections 65854 and 65905 of the Government Code; and

WHEREAS, public notice was published and given as required by law, and a public hearing was held on June 18, 2018, before the Planning Commission; and

WHEREAS, the Planning Commission adopted Resolution No. 18-18 recommending to the City Council, certification of EIR No. 16-01 with the associated findings and statement of overriding considerations, and approval of GPA No. 16-01, ZC No. 16-01, SP No. 15-02, TTM No. 74312, and DA No. 18-01; and

WHEREAS, public notice was published and given as required by law, and a public hearing was held on September 11, 2018, before the City Council; and

WHEREAS, the City Council desires to certify and adopt EIR No. 16-01 (SCH #2016071067) and the associated findings and statement of overriding considerations; and

WHEREAS, the City Council desires to approve and adopt GPA No. 16-01, ZC No. 16-01, SP No. 15-02, TTM No. 74312, and DA No. 18-01;

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

Section 1. That the foregoing Recitals are true, correct and a substantive part of this Resolution.

Section 2. That the City Council hereby adopts the following General Plan Amendment findings, pursuant to Section 17.24.140 of the LMC, in support of approval of this application:

- a. Information presented at public hearing shows that such amendment is necessary to implement the general plan and/or that the public convenience, the general welfare or good zoning practice justifies such action.

Section 3. That the City Council hereby adopts the following in support of approval of the Specific Plan:

- a. That the development regulations and design guidelines contained within the Specific Plan would implement the zoning of SP, and are consistent with the findings contained within the ordinance.

Section 4. That the City Council hereby adopts the following Tentative Tract Map findings, pursuant to Section 16.08.110 of the LMC, in support of this application:

- a. The proposed subdivision is consistent with the general plan, any applicable specific plan, and is compatible with the general plan land uses, goals, objectives, policies, and specific actions specified in such plan.
- b. The design and improvement of the proposed subdivision is consistent with the general plan, any applicable specific plan, Title 17, and this title.
- c. The site is physically suitable for the type and density of the development proposed.
- d. The design of the subdivision or the proposed improvements are not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.
- e. The design of the subdivision or the type of improvements will not cause serious public health problems.
- f. The design or the types of improvements of the subdivision will not conflict with easements acquired by the public at large, for access through, or use of, property within the subdivision. The City may approve the map if alternate easements will be provided in accordance with Section 669474(g) of the Subdivision Map Act.
- g. The City's action will not have an adverse effect on the housing needs of the region and the City has balanced these needs against the public service needs of its residents and available fiscal and environmental resources, in accordance with Section 66412.3 of the Subdivision Map Act.
- h. The design of the subdivision provides, to the extent feasible, for future passive or natural heating or cooling opportunities.

Section 5. That the City Council hereby adopts the following in support of approval of the Development Agreement

- a. That the development rights established with the Development Agreement would ensure the development of an attractive, master planned community, which does not financially impact the City.

Section 6. That the City Council hereby certifies that it has reviewed and considered the information in the Final Environmental Impact Report (EIR) prepared for the proposed project in compliance with the California Environmental Quality Act (CEQA) and the State Guidelines for the Implementation of the California Environmental Quality Act prior to taking action, and hereby finds, pursuant to Section 21082.1 of the Public Resources Code, that the Final EIR prepared for the proposed project reflect the independent judgement of the City of Lancaster;

Section 7. That the City Council hereby finds that the Final EIR determined that the proposed project could have a significant effect on the environment; however, with the incorporation of the identified mitigation measures, all impacts would be reduced to less than significant levels with the exception of project-specific and cumulative freeway impacts.

Section 8. That the City Council hereby certifies the Final EIR for the Avanti South Specific Plans, adopts the Mitigation Monitoring and Reporting Program contained within the Final EIR, and adopts the associated findings and Statement of Overriding Considerations.

Section 9. That the City Council staff is hereby authorized and directed to prepare, execute, and file a Notice of Determination pursuant to CEQA (including its implementing guidelines).

Section 10. That the City Council hereby approves General Plan Amendment No. 16-01, redesignating portions of the project site from NU to UR with an SP Overlay, and UR with an SP Overlay to MU with an SP Overlay.

Section 11. That the City Council hereby approves Specific Plan No. 15-02 for the subject property to implement the SP zoning.

Section 12. That the City Council hereby approves Tentative Tract Map No. 74312, subject to the conditions attached hereto and incorporated herein.

Section 13. That the City Council hereby approves Development Agreement No. 18-01 establishing specific development rights associated with the Avanti South Specific Plan.

PASSED, APPROVED and ADOPTED this 11th day of August, 2018, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

APPROVED:

BRITT AVRIT, MMC
City Clerk
City of Lancaster

R. REX PARRIS
Mayor
City of Lancaster

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

CERTIFICATION OF RESOLUTION
CITY COUNCIL

I, _____, _____ City of Lancaster, California, do hereby certify that this is a true and correct copy of the original Resolution No. 18-47, 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)

ORDINANCE NO. 1047

AN ORDINANCE OF CITY COUNCIL OF THE CITY OF LANCASTER, CALIFORNIA, AMENDING THE ZONING DESIGNATION FOR 73 ACRES BOUNDED BY AVENUE K-4, AVENUE K-8, 70TH STREET WEST AND 75TH STREET WEST AND 12.8 ACRES OF A 234 ACRE SITE BOUNDED BY AVENUE L, AVENUE K-8, 62ND STREET WEST, AND 70TH STREET WEST, KNOWN AS ZONE CHANGE NO. 16-01

WHEREAS, pursuant to Section 17.24.060 of the Lancaster Municipal Code (“LMC”), an application has been filed by the Royal Investors Group, LLC (“Applicant”) to change the zoning designation on 73 acres of land bounded by Avenue K-4, Avenue K-8, 70th Street West and 75th Street West (Assessor Parcel Numbers [APNs] 3204-001-184 and 3204-001-195) from RR-2.5 (Rural Residential, minimum lot size 2.5 acres) to SP (Specific Plan) and to change the zoning designation on 12.8 acres of a 234-acre site bounded by Avenue L, Avenue K-8, 62nd Street West, and 70th Street West (APNs 3204-008-045 and 3204-008-047) (Planning Area 21 of the Specific Plan and Lot 24 of the Tentative Tract Map) from SP to S (School); and

WHEREAS, a notice of intention to consider a zone change of the subject property was given, as required by Section 17.24.110 of the LMC and Sections 65854 and 65905 of the Government Code; and

WHEREAS, staff has performed the necessary investigations, prepared a written report, and recommended that the zone change request be approved; and

WHEREAS, public notice was provided as required by law, and a public hearing was held on June 18, 2018, at which the Planning Commission (a) certified that it had reviewed and considered the information in the Final EIR prepared for the proposed project in compliance with the California Environmental Quality Act (including its implementing regulations) prior to taking action; (b) found the Final EIR determined that the proposed project could have a significant effect on the environment; however, with incorporation of the identified mitigation measures all impacts with the exception of project-specific and cumulative impacts to freeway segments would be less than significant; and (c) recommended to the City Council certification of the Final EIR and adoption of the associated findings and Statement of Overriding Considerations.

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

Section 1. The foregoing Recitals are true, correct and a substantive part of this Ordinance.

Section 2. The City Council has received, reviewed and hereby adopts the Planning Commission Recommendation. Consistent therewith, the City Council makes the following findings:

(a) The proposed zone change from RR-2.5 to SP and SP to S, is consistent with the General Plan land use designations of UR (Urban Residential, 2.1 to 6.5 dwelling units/acre) with a Specific Plan (SP) Overlay and Mixed Use (MU) with a SP Overlay proposed for the subject property.

(b) Modified conditions warrant a revision in the zoning plan, as the proposed project is compatible with the existing, surrounding land uses. Existing uses in the vicinity of the subject property include single-family residences, a cemetery and Quartz Hill High School. The subject property is immediately adjacent to the recently approved Avanti North Specific Plan, which has the same zoning as SP and allows for residential development.

(c) A need for the proposed zoning classification on Avanti West exists in order to make it consistent with the proposed General Plan designation, and allow for the development single-family residential uses at a higher density than allowed under the RR-2.5 zone. A need for the proposed S zoning classification on Avanti South for Lot 24 exists in order for the site to be developed with a school, which would support the proposed master planned community.

(d) The particular site under consideration is a proper location for the proposed zoning classifications (SP and S), as they are compatible with the surrounding area. Existing uses in the vicinity of the subject property includes single-family residences, a cemetery, and Quartz Hill High School. Additionally, the Avanti North Specific Plan has been approved for the property immediately north of Avanti South and east of Avanti West with similar uses. The zone change allow for uses that are similar to uses that already exist in the area.

(e) The placement of the proposed zones at the specified locations will be in the interest of public health, safety, and general welfare, and in conformity with good zoning practice, because it will allow for the development of residential neighborhoods with access to open space and parks, and provide a school facility to serve the community.

(f) The Planning Commission held a public hearing on the action herein pursuant to Section 65854 of the Government Code, notice of which was published and provided as required by law, and, therefore, recommended adoption of this Ordinance.

(g) The City Council held a public hearing on this Ordinance pursuant to Section 65856 of the Government Code, notice of which was published and provided as required by law.

Section 3. That portions of the subject property are reclassified from RR-2.5 to SP and from SP to S.

Section 4. The Final EIR and all environmental findings and Statement of Overriding Considerations, as contained in Attachments "A" and "B" respectively, are hereby certified, approved, adopted, and incorporated in this Ordinance.

Section 5. Any ordinance previously adopted by the City Council 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 6. 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 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 7. 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 provision 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 11th day of September, 2018 and placed upon its second reading and adoption at a regular meeting of the City Council on the _____ day of _____, 2018, 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. 1047, for which the original is on file in my office.

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

(seal)

STAFF REPORT

City of Lancaster

NB 2
09/11/18
MVB

Date: September 11, 2018

To: Mayor Parris and City Council Members

From: Patti Garibay, Energy Manager

Subject: **Approve a Professional Services Agreement with Ring Inc. for the Ring Doorbell and Camera Rebate Program**

Recommendations:

- a. Approve a professional services agreement with Ring Inc. (Ring) for the Ring Doorbell and Camera Rebate Program (Rebate Program).
- b. Approve the use of \$50,000 in City funds from account 101-4200-301 to subsidize the program for 1,000 Lancaster households.
- c. Approve a one-week initial program launch to include neighborhoods within the boundaries of Avenue H to Avenue K and 20th Street West to 30th Street East.

Fiscal Impact:

A one-time operating expenditure of \$50,000 in FY 18/19 if all 1,000 proposed program discount codes are redeemed.

Background:

City Council directed staff to work with Ring to determine how Ring products could supplement existing efforts to discourage residential burglary in the City. Since launching in 2013, Ring has worked with cities such as Diamond Bar, Temple City and Arcadia to offer their video doorbell product at a discounted price. Ring provides a 100% match to City funds. In Rancho Palos Verdes (RPV) for example, residents purchased the video doorbell which retails for \$200 for half of its retail price. RPV subsidized \$50 and Ring contributed a \$50 match; residents purchased the product for \$100.

Ring offers a variety of products which are all designed to prevent home burglaries and their most popular product is the wireless video doorbell 2. The ring doorbell connects to Wi-Fi, and when the doorbell is rung and/or motion sensors are activated, residents are able to see, hear and speak to their visitors or anyone who is at their front door through their smart phone or tablet. Users create an account through the Ring app which allows them to share video footage with their neighbors and law enforcement. For an additional \$30 per year, users can store their video footage on Ring's cloud for 60 days.

Staff reached out to cities who have worked with Ring and received positive feedback on the program. Most recently, the City of Santa Clarita's program, which provided 500 subsidies to residents, sold out in three days.

Staff was interested in learning about results which have been achieved through the use of Ring products. Ring shared information for a pilot program which they hosted in conjunction with the LAPD in 2015. Forty-one out of 500 homes in the Wilshire Park area of Los Angeles had a Ring doorbell installed. Results of the pilot included a 55% reduction in residential burglary in the Wilshire Park area between July and December 2015 and no burglaries took place at the homes with a Ring doorbell. Data was unavailable for cities who have already launched their program because most programs launched recently and cities were still in the data collection process. As mentioned, all programs have been well received in the communities in which they've launched and a few cities are exploring secondary partnerships with Ring to provide additional subsidies for residents.

Due to the success of the Rebate program and the potential to discourage residential burglary, staff recommends that Council approve a subsidy for 1,000 Lancaster households. Sheriff data was reviewed which determined that of the 529 residential burglaries that took place in Lancaster in 2017, 76% occurred between Avenue H and Avenue K and 20th Street West to 30th East. Staff recommends narrowing down an initial one-week program launch to provide residents who live within neighborhoods hardest hit with residential burglaries a week to order their Ring doorbell before the program is available citywide.

Lancaster's proposed Rebate Program would comprise a total of \$150,000 which would include a \$50,000 commitment from the City, a \$50,000 match from Ring and an additional \$50,000 commitment from the Lancaster Sheriff Boosters. A breakdown of the proposed subsidy follows.

Model	Retail price	City Of Lancaster Subsidy	Sheriff Booster Subsidy	Ring Inc. Product Discount	Lancaster Resident's Price
<i>Video Doorbell 2</i>	\$199	\$50	\$50	\$50	\$49
Video Doorbell Pro	\$249	\$50		\$50	\$149
Spotlight Camera Battery	\$199	\$50		\$50	\$99
Spotlight Camera Wired	\$199	\$50		\$50	\$99
Floodlight Camera	\$249	\$50		\$50	\$149

Households would be eligible for a minimum \$100 discount. Households who select the video doorbell 2 would be eligible for an additional \$50 subsidy provided through the Lancaster Sheriff Boosters. Discount codes will be offered to residents on a first come-first served basis, and only one discount code will be distributed per household. Once the product code has been used, residents will have the opportunity to receive \$30 off of up to three additional products that are ordered in addition to receiving a 20 percent discount when they purchase accessories. Residents will be encouraged to use their code immediately as more codes will be released than available discounts to ensure that all subsidies are used.

Attachment:

Professional Services Agreement with Ring Inc.

**AGREEMENT BY AND BETWEEN
THE CITY OF LANCASTER AND RING LLC**

This AGREEMENT BY AND BETWEEN THE CITY OF LANCASTER AND RING LLC (herein "Agreement") is made and entered into this September 12, 2018 by and between the City of Lancaster, a California municipal corporation ("City") and Ring LLC, a Delaware limited liability company ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties".

RECITALS

WHEREAS, Consultant produces security cameras and video doorbells for residential use which link smartphone users to their doorbell when the camera is activated by motion or someone ringing the doorbell.

WHEREAS, with this technology, the homeowner has the capability to see, hear and speak to visitors through their smartphones, tablets or desktops.

WHEREAS, the City desires to collaborate with Consultant to establish a grant program whereby City residents can purchase Consultant's security cameras and video doorbells for use at residences within the City at a discounted price to enhance security and safety in the community.

WHEREAS, the grant program will be operated on a first-come-first-served basis.

WHEREAS, the City Council finds that the dedication of public funds under this Agreement will serve the safety of City residents, an issue of important public purpose.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **Recitals are Part of Agreement.** The preceding Recitals are part of this Agreement.
2. **Consultant Services.** Consultant will perform the following Services:
 - a. Consultant will collaborate with the City on the distribution and marketing of the Ring Video Doorbell 2, Ring Video Doorbell Pro, Ring Spotlight Cam Wired, Ring Spotlight Cam Battery, and Ring Floodlight Cam and any other accessories (each, a "Product" and collectively, the "Products") to residents of Lancaster ("Residents").
 - b. During the Promotional Period, as defined in Section 4 below, Consultant will directly provide over 1,000 unique promotional codes (Promotional

Codes) to Residents with a \$50 discount of the sales price for one (1) of the following products at checkout:

- i. Ring Video Doorbell 2;
- ii. Ring Video Doorbell Pro;
- iii. Ring Spotlight Cam Wired;
- iv. Ring Spotlight Cam Battery; or
- v. Ring Floodlight Cam.

Each Resident is entitled to only one Promotional Code. Each Promotional Code may only be used once per household. Only codes sent to the resident through Consultant communications channels will be valid.

- c. During the Promotional Period, as defined in Section 4 below, Consultant will directly provide Residents with a discount code valued at \$50 dollars per product to apply towards the purchase of any of the products listed in section 2.b above with a limit of 1 discounted products per checkout.
- d. Consultant will fulfill orders for Products when Residents provide information and payment required using the information required for Consultant to complete delivery of the Product (including name, address, email address, etc.). Standard delivery shall be in accordance with Ring.com (as of the date hereof, orders over twenty dollars (\$20.00) ship free of charge). Consultant will use commercially reasonable efforts to ship the Products within three (3) business days from date the order was placed.
- e. Consultant will provide product and user support to Residents who purchase Products, including warranty for the security device(s) and, if the resident chooses to, the option to hire someone to install the device(s). These options will be provided at checkout at the user's expense.
- f. Consultant will provide marketing support and materials for City to distribute to Residents, such as brochures and flyers.
- g. Consultant shall contribute \$50 dollars of the \$100 or \$150 dollar discount (only for the Video Doorbell 2) specified in section 2.b above.
- h. Within thirty days after the end of the Promotional Period, as set forth in Section 4 below, Consultant will provide the City with an accounting statement (the "Accounting Statement") setting forth the number of Products purchased using the Promotional Code during the Promotional Period, as set forth in Section 4 below, and such other information reasonably requested by City to enable the Parties to determine the City's required City contribution amount, as specified in Section 3.a below.

3. **City Obligations.** The City agrees to do the following in furtherance of this Agreement:
 - a. Within 30 days of its receipt of the Accounting Statement from Consultant, City shall pay Consultant an amount equal to \$100 dollars of the \$150 for the video doorbell 2 or \$50 dollars of the \$100 discount for all other discounted products specified in section 2.b above for the first Product sold to each Resident household during the Promotional Period using a Promotional Code. No other Product is eligible for a City contribution. The maximum contribution payable by the City to Consultant shall not exceed \$50,000 dollars and no cents under this Agreement. An additional \$50,000 dollars will be contributed payable by the Lancaster Sheriff Boosters to Consultant under this agreement.
 - b. City may, at its own cost and expense, audit Consultant's applicable sales data to confirm the amount of the sales made under section 2.b above within one year of the end of the Promotional Period.
 - c. During the Promotional Period, as defined in Section 4 below, the City agrees to make reasonable efforts to promote the program provided in this Agreement on the City's website, social media platforms, such as Facebook and Twitter; issue press release(s), and/or have brochures and flyers available at City Hall for the public.
4. **Promotional Period.** The Promotional Period shall commence on a date mutually agreed by the Parties. The Promotional Period shall expire upon the earlier of the following:
 - a. 60 days after the commencement of the Promotional Period; or
 - b. The maximum contribution payable by the City of \$50,000 and \$50,000 payable by the Lancaster Sheriff Boosters has been reached, as set forth in Section 3.a above.

Notwithstanding the foregoing, the City shall have the option to extend the Promotional Period if the maximum contribution payable by the City of \$50,000 has not been reached within 30 days after the commencement of the Promotional Period.
5. **Termination.** Each of the City and the Consultant reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to the other party, except that where termination is due to the fault of the non-terminating party, the period of notice may be such shorter time as may be determined by the terminating party.
6. **Indemnification.**

The Consultant shall indemnify, defend and hold harmless the City, its officers, officials, employees and volunteers from and against any and all third party claims, losses, liabilities, damages, costs or expenses, arising out of Consultant's negligence or willful misconduct in connection with performance of this Agreement.

The City shall indemnify, defend and hold harmless the Consultant, its officers and employees from and against any and all third party claims, losses, liabilities, damages, costs or expenses, arising out of City's negligence or willful misconduct in connection with performance of this Agreement.

7. **Independent Consultant.** Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.
8. **Governing Law.** This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.
9. **Notices.** Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and sent by email, in the case of the City, to Mark Bozigian at mbozigian@cityoflancasterca.org and in the case of the Consultant, to August Cziment at a@ring.com and legal@ring.com. Either party may change its email address by notifying the other party of such change.
10. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

11. **Integration; Amendment.** This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.
12. **Severability.** In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.
13. **Corporate Authority.** The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) that entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

By: _____

Name: Mark V. Bozigian

Title: City Manager

CONSULTANT:

RING LLC, a Delaware limited liability company

By: _____

Name:

Title:

Address: 1523 26th Street, Santa Monica CA
90404

STAFF REPORT
City of Lancaster

NB 3
09/11/18
MVB

Date: September 11, 2018

To: Mayor Parris and City Council Members

From: Jocelyn Corbett, Assistant City Attorney

Subject: **Amendment to Title 8 of the Lancaster Municipal Code Relating to Shopping Cart Containment, Retrieval and Abatement**

Recommendation:

Introduce **Ordinance No. 1048**, amending Title 8 of the Lancaster Municipal Code by adding Chapter 8.62, relating to shopping cart containment, retrieval and abatement.

Fiscal Impact:

The Ordinance will reduce costs associated with the City's shopping cart retrieval contractor.

Background:

The City Council directed staff and the Planning Commission to review and propose amendments to the Lancaster Municipal Code (LMC) that would address the issues around shopping cart containment, retrieval and abatement. Shopping carts serve as a convenience to customers while shopping for merchandise. However, carts are being used to transport merchandise to off-site destinations, thereby resulting in abandoned carts throughout the city. This issue has become a nuisance and has created blight and deterioration, all of which are concerning in the City.

California Business & Professions Code Sections 22435 et seq. set forth procedures for the retrieval and abatement of shopping carts, and cost recovery for such abatement. Staff believes that an effective way to reduce the number of abandoned, stolen, wrecked and/or dismantled shopping carts on public and private property in the City of Lancaster is to adopt regulations and procedures for businesses that utilize shopping carts to establish effective cart containment and retrieval systems.

Current City Regulations and Process

The City's Municipal Code is silent in regards to shopping carts. Rather, the City has relied on the services of California Shopping Cart Retrieval Corporation (CSCRC) to assist with the retrieval of shopping carts throughout the city. There are currently 39 shopping centers/stores that provide shopping carts to their customers. In Fiscal Year 2017-18, over 5,500 shopping carts were picked up by CSCRC and returned to the retailers. The City paid \$3.50 per cart in fiscal year 2017-18; as of July 1, 2018, the cost has risen to \$5.00 per cart. If CSCRC has a current contract with the shopping center or the store itself, the City is not responsible for the cost. There is currently no other cost recovery with this service.

Proposed Ordinance

The proposed ordinance incorporates the provisions of the California Business & Professions Code related to shopping carts, including the prohibitions on unauthorized removal or possession of a cart off of the retailer's premises, as well as the provisions that establish the procedures for impounding a cart that is discovered off premises, notifying the cart owner of such discovery, and recovering the City's costs of impounding and storing an off-premises cart.

Additionally, the proposed ordinance establishes standards outside of the scope of the state law, including requirements for cart identification and store premises signage. It further requires new shopping cart owners to submit to the City a cart containment and retrieval plan, subject to director's review and approval, which at a minimum must include: all pertinent contact information for notification regarding abandoned or stolen carts; a cart inventory; cart identification and store premises signage which complies with the City's standards; mandatory cart retrieval, with a retrieval service company; and cart containment methods the cart owner intends to implement. The containment methods may include, without limitation, electric or other disabling devices installed on the carts; bollards or other structures installed on the perimeter of the store premises; use of clerks to accompany customers to their vehicles and return carts to the store; and a security deposit for a customer's use of a cart.

Shopping cart owners currently engaging in business in the City on the effective date of the ordinance will be required to affix identification to each of their carts, post requisite signage, and submit evidence of a contract with a cart retrieval service within 30 days from the effective date of the ordinance, and to submit the cart containment and retrieval plan within 90 days from the effective date of the ordinance.

The proposed ordinance was presented at the July 16, 2018 Planning Commission. At that meeting, the Commission continued the item to ensure that adequate outreach was conducted to notify the existing shopping centers of the proposed changes. Staff notified 40 retailers of a community outreach meeting to be held on August 8, 2018. Of that 40, only two retailers sent representatives. They asked questions, but did not indicate any concern or complaints about the proposed changes. Following the continued public hearing at its regular meeting on August 27, 2018, the Planning Commission adopted Resolution No. 18-15, recommending Council's approval of the Ordinance, on a vote of 6 to 0.

JC:te

Attachment:

Ordinance No. 1048

ORDINANCE NO. 1048

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LANCASTER AMENDING TITLE 8 (HEALTH AND SAFETY) OF THE LANCASTER MUNICIPAL CODE BY ADDING CHAPTER 8.62, RELATING TO SHOPPING CART CONTAINMENT, RETRIEVAL AND ABATEMENT

WHEREAS, the City Council of the City of Lancaster finds and declares that the presence of abandoned, stolen, wrecked and/or dismantled shopping carts on public and private property creates a visual blight, is aesthetically detrimental to the community, is injurious to the general welfare of the citizens of the City of Lancaster, and constitutes a public nuisance; and

WHEREAS, the City Council further finds and declares that the City's retrieval of abandoned, stolen, wrecked and/or dismantled shopping carts is a drain on resources; and

WHEREAS, California Business & Professions Code Sections 22435 et seq. set forth procedures for the retrieval and abatement of shopping carts, and cost recovery for such abatement; and

WHEREAS, the City Council believes that an effective way to reduce the number of abandoned, stolen, wrecked and/or dismantled shopping carts on public and private property in the City of Lancaster is to adopt regulations and procedures for businesses that utilize shopping carts to establish effective cart containment and retrieval systems;

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

Section 1. The City Council of the City of Lancaster hereby finds and determines that the above recitals are true and correct.

Section 2: Lancaster Municipal Code Title 8 is hereby amended by adding Chapter 8.62, as set forth in Attachment A attached hereto.

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 11th day of September, 2018, and placed upon its second reading and adoption at a regular meeting of the City Council on the ____ day of _____, 2018 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. 1048, 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

Chapter 8.62

Shopping Cart Containment, Retrieval and Abatement

8.62.010 Title.

This chapter shall be known as the city of Lancaster's Shopping Cart Containment, Retrieval and Abatement ordinance.

8.62.020 Findings and declaration.

The city council finds and declares as follows:

A. The presence of abandoned, stolen, wrecked and/or dismantled shopping carts, or parts thereof, on public and private property is found to create a condition tending to promote blight and deterioration, to reduce property values, to constitute a public nuisance, to be aesthetically detrimental to the community and to be injurious to the general welfare.

B. Responsibility for eliminating or minimizing this impact rests with individuals who use shopping carts and the businesses which provide such carts for their patrons. Therefore, pursuant to Cal. Business & Professions Code section 22435.8, effective containment or control of shopping carts shall be mandated, and the presence of abandoned, stolen, wrecked and/or dismantled shopping carts, or parts thereof, on property located outside the premises or parking lot of the business that provided such cart, shall be cause to institute impoundment and abatement procedures in accordance with the provisions of this chapter and of Cal. Business & Professions Code, Division 8, Chapter 19 "Shopping and Laundry Carts."

8.62.030 Definitions.

As used in this chapter, the following words and phrases have the meanings set forth below:

"Abandoned shopping cart" means a shopping cart located outside the store premises of a business establishment which furnishes such cart for use by its patrons.

"Cart" means a shopping cart as defined in this section.

"City Manager" means the City Manager of the city of Lancaster, or his or her designee.

"Code" means the Lancaster Municipal Code.

"Director" means the Director of Development Services or his or her designee.

"Shopping cart" means a basket of any size which is mounted on wheels or a similar device, provided by a store operator for the purpose of transporting goods of any kind within a business establishment or designated parking or loading area of that business establishment.

“Shopping cart owner” or “owner” means the owner of a shopping cart, the agent of the owner of such cart, including individuals or business entities, or the business establishment which furnishes such cart for use by its patrons. The actions or inactions of an owner’s agent, on-site or off-site manager, or employee may be attributed to the owner.

“Store premises” means the lot area, maintained and managed by the business, that may include the building, parking lot and adjacent walkways, and where the business’s carts are permitted. The parking area of a business establishment located in a multi-store complex or shopping center shall include the entire parking area used by the complex or center.

8.62.040 Administration.

The City Manager is hereby authorized to enforce the provisions of this chapter, and may designate in writing the City employees or contractors who are authorized to assist in the enforcement of the provisions of this chapter (collectively, “enforcement officers”). The City Manager shall have the authority to promulgate and/or adopt regulations to implement the provisions of this chapter.

8.62.050 Unauthorized Removal or Possession.

A. It shall be unlawful for any person to perform any of the following acts with respect to a shopping cart, when such cart has a permanently affixed sign in conformity with this chapter:

1. To remove a shopping cart from the store premises with the intent to temporarily or permanently deprive the shopping cart owner of possession of the cart;
2. To be in possession of any shopping cart that has been removed from the store premises with the intent to temporarily or permanently deprive the shopping cart owner of possession of the cart;
3. To be in possession of any shopping cart with serial numbers or identification signage removed, obliterated, or altered, with the intent to temporarily or permanently deprive the shopping cart owner of possession of the cart;
4. To leave or abandon a shopping cart at a location other than the store premises with the intent to temporarily or permanently deprive the shopping cart owner of possession of the cart;
5. To alter, convert, or tamper with a shopping cart, or to remove any part or portion thereof or to remove, obliterate or alter serial numbers or identification signage on a cart, with the intent to temporarily or permanently deprive the shopping cart owner of possession of the cart;

6. To be in possession of any shopping cart while that cart is not located on the store premises, with the intent to temporarily or permanently deprive the shopping cart owner of possession of the cart.

B. This section shall not apply to a shopping cart owner, an owner's employee, a person or business entity engaged in the business of cart retrieval on behalf of the owner, or a customer who has written consent, on store letterhead and signed by the shopping cart owner, to be in possession of a cart or to remove a cart from the store premises.

8.62.060 Abandoned Shopping Carts Abatement, Removal and Storage

A. The city may impound a shopping cart that has a permanently affixed sign, in conformity with this chapter, provided both of the following conditions have been met:

1. The cart is located outside the store premises, as defined in this chapter;
2. The cart is not retrieved within three business days from the date the cart owner receives notice from the city of such cart's discovery and location.

B. Notwithstanding other provisions of this section, the city may immediately retrieve a shopping cart from public or private property when the location of such cart will impede emergency services, as determined by the City Manager or a duly designated enforcement officer.

C. A shopping cart that has been impounded by the city pursuant to subsection (A) or (B) of this section shall be held at a location that is reasonably convenient to the shopping cart owner and open for business at least six hours of each business day.

D. When the city has impounded a shopping cart pursuant to subsection (A) or (B) of this section, the city may recover its actual costs for providing such service.

E. The City may fine a shopping cart owner \$50 for each occurrence in excess of three during a six-month period for failure to retrieve shopping carts in accordance with this section. For purposes of this subsection, an occurrence shall include all shopping carts impounded in accordance with this section during a calendar day.

F. Notwithstanding subsection (A), the city may impound a shopping cart that is located outside the store premises without complying with the three-day advance notice requirement of subsection (A), provided that:

1. The shopping cart owner has been provided actual notice within 24 hours following the impound, and is informed of the location where the cart may be claimed;
2. The impounded shopping cart is held at a location in compliance with subsection (C);

3. Any shopping cart reclaimed by the shopping cart owner within three business days following the date of actual notice of the impound shall be released and surrendered to the shopping cart owner at no charge;
4. Any shopping cart not reclaimed within three business days following the date of actual notice of the impound shall be subject to the fees and fines set forth in subsections (D) and (E) commencing on the fourth business day following the date of notice of the impound.

G. The city may sell or dispose of any shopping cart not reclaimed within 30 days following the date of notice of the impound.

H. Notwithstanding other provisions of this section, the city may immediately impound, sell and/or dispose of a shopping cart that does not contain a permanently affixed sign required pursuant to this chapter and whose ownership cannot otherwise be ascertained.

I. The actions described in this section may be performed by city personnel or contractor.

J. A shopping cart owner shall be deemed to have been provided any notice required pursuant to this section when the city notifies the owner's designated person, as set forth in section 8.62.070, by telephone call or email.

8.62.070 Cart Containment and Retrieval Plan

A. No shopping cart owner shall commence or conduct business operations without having implemented a city-approved cart containment and retrieval plan to prevent the unauthorized removal of carts from store premises, and if removed, to retrieve such carts within 24 hours of the removal or notice of removal.

B. A proposed cart containment and retrieval plan shall be submitted in writing, on a city-approved form, and shall include the following:

1. Owner/business information: the name of the business owner; the name of the business establishment; the physical address of the store premises; the name, address, telephone number and email address of each on-site or off-site manager; and designation of the person to whom the city should give notices related to shopping carts, as set forth in section 8.62.060, and such person's telephone number and email address.
2. Cart inventory: a complete inventory of all shopping carts maintained on or in the store premises.

3. Cart identification: a description of the identification sign to be affixed to each shopping cart on the store premises. The identification must, at a minimum, contain the information set forth in section 8.62.090 of this chapter.
4. Store premises signage: a description of the signage to be posted on the store premises, including sign and typeface size, sign text, and posting locations. Signage must, at a minimum, conform to the requirements set forth in section 8.62.100 of this chapter.
5. Mandatory cart retrieval: evidence of a contract with a cart retrieval service employed to retrieve shopping carts which have been removed from the store premises within 24 hours of the removal, or notice of removal.
6. Containment methods: a detailed description of all methods the shopping cart owner shall implement to prevent removal of carts from the store premises. These methods may include, but need not be limited to, those set forth in section 8.62.120.

C. Except as set forth in subsection D of this section, no proposed cart containment and retrieval plan shall be accepted unless accompanied by payment of a fee, established by resolution of City Council and as may be amended from time to time.

D. Shopping cart owners engaging in business in the city on the effective date of this chapter shall submit evidence of a contract with a cart retrieval service, and provide the name of the person to whom the city should give notices as set forth in section 8.62.060 within 30 days of the effective date of this chapter, and shall submit the complete cart containment and retrieval plan to the city within 90 days of the effective date of this chapter.

Shopping cart owners engaging in business in the city on the effective date of this chapter who are already contracting with a cart retrieval service and/or utilizing an on-site cart containment system(s) shall submit contracts, plans, specifications, photographs and/or other additional evidence (collectively, the "documentation") as the Director may request. Such shopping cart owner shall not be required to tender the cart containment and retrieval plan fee. The documentation will undergo director's review to verify compliance with the requirements set forth in this chapter and efficacy of containment system(s).

E. It shall be the responsibility of a shopping cart owner to implement and continuously maintain all provisions and measures of the city-approved cart containment and retrieval plan at all times the owner is engaging in business in the city.

8.62.080 Review and Approval or Denial of Cart Containment and Retrieval Plan

A. Cart containment and retrieval plans shall be subject to director's review, in accordance with the procedures set forth in chapter 17.43 article VI of this code. The director may approve, conditionally approve, or deny a plan.

B. The director shall deny a plan based upon any of the following grounds:

1. Implementation of the plan would violate provisions of the building, zoning, health, safety, fire or other municipal codes, or any county, state or federal law which substantially affects public health, safety or welfare;
2. The plan fails to include all information provided by this chapter;
3. The plan is insufficient or inadequate to prevent removal of carts from the store premises, as determined by the director;
4. Implementation of the plan would violate a term or condition of a city license, permit or other approval;
5. The applicant has made a false, misleading or fraudulent material statement or omission of fact in the cart containment and retrieval plan.

C. The director may conditionally approve a plan if imposing such conditions will, in the director's determination, eliminate any grounds requiring denial of the plan.

D. The director shall make findings and render a written decision of the proposed plan. A copy of the decision shall be served on the applicant by first class mail. Service shall be deemed complete on the date the decision is placed in a U.S. Postal Service mail receptacle.

E. Notwithstanding any other provisions of this code, the director's denial or conditional approval of a proposed cart containment and retrieval plan shall be the final administrative decision. The superior court is the sole reviewing authority and an appeal of the director's decision is not appealable to the Planning Commission or City Council. The written decision shall contain the following statement: "Judicial review of the director's decision is subject to the time limits set forth in California Code of Civil Procedure, section 1094.6."

8.62.090 Cart Identification

A. It shall be the responsibility of a shopping cart owner to maintain each cart with a sign permanently affixed to it. Cart identification shall be in conformity with that described in the owner's city-approved cart containment and retrieval plan and shall, at a minimum, contain all of the following information:

1. The identity of the shopping cart owner or the business establishment, or both;
2. Notification to the public that the unauthorized removal of the cart from the store premises, or the unauthorized possession of the cart, is a violation of state and municipal law;
3. The address or telephone number for returning a cart removed from the store premises to the shopping cart owner.

B. Shopping cart owners engaging in business in the city on the effective date of this chapter shall affix identification to each cart, in accordance with this section, within 30 days of the effective date of this chapter. If the owner subsequently makes a change to the cart identification in the city-approved cart containment and retrieval plan, the new cart identification shall be affixed within 30 days of city approval of the plan.

8.62.100 Store Premises Signage

A. It shall be the responsibility of a shopping cart owner to maintain signage concerning cart removal posted on the store premises. Signage shall be in conformity with that described in the owner's city-approved cart containment and retrieval plan and shall, at a minimum, meet the following requirements:

1. Each sign shall be not less than 18 inches in width and 24 inches in height with block lettering not less than one-half inch in width and two inches in height;
2. A sign shall be posted in a conspicuous place within two feet of each customer entrance and exit;
3. Each sign shall state, at a minimum, as follows: "REMOVAL OF SHOPPING CARTS FROM THE PREMISES IS PROHIBITED BY STATE AND MUNICIPAL LAW (B&P §22435.2; LMC §8.62.050)";
4. Each sign shall be in English and Spanish.

B. Shopping cart owners engaging in business in the city on the effective date of this chapter shall post signage on the store premises, in accordance with this section, within 30 days of the effective date of this chapter. If the owner subsequently makes a change to the store premises signage in the city-approved cart containment and retrieval plan, the new store premises signage shall be installed or erected within 30 days of city approval of the plan.

8.62.110 Cart Retrieval; Retrieval Service

A. It shall be the responsibility of a shopping cart owner to secure and continuously maintain a service to retrieve shopping carts which have been removed from their store premises within 24 hours of the removal, or notice of removal. Service shall only be established with a person or business entity engaged in the business of shopping cart retrieval who possesses a valid Lancaster business license.

B. A person or business entity engaged in the business of cart retrieval shall maintain a current and valid Lancaster business license at all times the person or entity conducts business in the city.

C. A person or business entity engaged in the business of cart retrieval shall retain records showing written authorization from the shopping cart owner, or an agent thereof, to retrieve carts and to be in possession of carts retrieved. A copy of said records shall be maintained in each vehicle used for cart retrieval.

D. Each vehicle used for the retrieval of shopping carts shall display a sign that clearly identifies the person or business entity engaging in the business of cart retrieval.

8.62.120 Cart Containment

A. It shall be the responsibility of a shopping cart owner to effectively contain or control all carts within the boundaries of the store premises. A shopping cart owner shall install and/or implement each method of containment described in the city-approved containment and retrieval plan. Methods of containment may include, but need not be limited to, the following:

1. Electronic or other disabling devices installed on the shopping carts that prevent their removal from the store premises;
2. Bollards or other structures, installed or erected on the perimeter of the store premises, which restrict shopping carts to the premises. Such structures shall not interfere with fire lanes, disabled access, or conflict with federal, state and local laws, including municipal building and zoning codes;
3. Use of courtesy clerks to accompany customers to their vehicles and return shopping carts to the store;
4. Security deposit for a customer's use of a shopping cart;
5. Other demonstrably effective method, as determined by the director, that is likely to prevent cart removal from the store premises.

B. Shopping cart owners engaging in business in the city on the effective date of this chapter shall implement methods of cart containment, in conformity with this section, within 90 days of the effective date of this chapter. If the owner subsequently makes a change to the cart containment methods in the city-approved cart containment and retrieval plan, the new cart containment methods shall be implemented within 30 days of city approval of the plan.

8.62.130 Penalty

Notwithstanding any other provision of the municipal code to the contrary, any person who violates any provision of this chapter, and any cart owner who violates or fails to comply with or continuously maintain any provision of the shopping cart owner's city-approved cart containment and retrieval plan, is guilty of a misdemeanor unless the offense is charged as an infraction by a prosecuting attorney.

8.62.140 Enforcement

Any person who violates any provision of this chapter, and any cart owner who violates or fails to comply with or continuously maintain any provision of the owner's city-approved cart containment and retrieval plan, shall be subject to enforcement procedures for each violation by any lawful means available to the city, including but not limited to, those set forth in Cal. Business and Professions Code (Division 8, Chapter 19), and chapters 1.12, 1.16, and 8.28 of this code.

8.62.150 Severability

If any section, subsection, paragraph, sentence, clause or phrase of this chapter is declared by a court of competent jurisdiction to be unconstitutional or otherwise invalid, such decision shall not affect the validity of the remaining portions of this chapter. The City Council declares that it would have adopted this chapter, and each section, subsection, paragraph, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more sections, subsections, phrases, clauses or portions be declared invalid or unconstitutional.

STAFF REPORT
City of Lancaster

NB 4
09/11/18
MVB

Date: September 11, 2018

To: Mayor Parris and City Council Members

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

Subject: **Revised Professional Services Agreement with Frontier Energy for Energy Efficiency Programs Implementation Support**

Recommendation:

Approve revised Professional Consulting Services Agreement with Frontier Energy amending the scope of work to include Energy Advisor program support.

Fiscal Impact:

\$318,567 from Lancaster Choice Energy’s Energy Efficiency Program Expenditure Account No. 490-4250-770.

Background:

On May 9, 2017, Council approved Lancaster’s Energy Efficiency Program Plan for submittal to the California Public Utilities Commission (CPUC) requesting funding for administration of the programs.

On October 13, 2017, Lancaster Choice Energy filed Advice Letter 5-E with the California Public Utilities Commission for approval and certification of the Energy Efficiency Program Plan, which includes two programs that would benefit both residential and business customers. The Energy Advisor program offers Lancaster Choice Energy residential customers energy efficiency information and evaluation services to connect participants with applicable programs for energy upgrade measures. The Small Commercial Direct Install program will provide no- and low-cost energy efficiency retrofits through approved installation contractors to reduce overall energy usage costs.

On April 26, 2018, the California Public Utilities Commission Energy Division approved Resolution E-4917 certifying Lancaster Choice Energy’s request in Advice Letter 5-E and Supplemental 5-E-A to Elect to Administer an Energy Efficiency Program Plan. The Commission approved the budget for Lancaster Choice Energy in the amount of \$1,174,996 over the course of the three-year plan pursuant to PUC Code Section 381.1 (e) and (f) in D. 14-01-033. Funding will come from Southern California Edison’s Energy Efficiency Portfolio Budget.

Subsequent to the anticipated approval from the CPUC, staff entered into a professional services agreement with Frontier Energy for support services with the implementation of energy efficiency programs. Staff has requested a revised scope of work to include services to support the Energy Advisor program.

KW:te

Attachment:

Amended Professional Services Agreement

AMENDMENT NO. 1 TO AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES BY AND BETWEEN THE CITY OF LANCASTER AND FRONTIER ENERGY, INC.

This Amendment ("Amendment No. 1") is hereby entered into by and between the City of Lancaster, a municipal corporation and charter city, ("City"), and Frontier Energy, Inc. ("Consultant") with respect to the Professional Consulting Services Agreement between the parties dated April 10, 2018 ("Agreement").

The parties agree as follows:

1. "Exhibit A" is hereby modified as attached.
2. All other terms and provisions of the Agreement are hereby reaffirmed.

In witness whereof the parties have executed the Amendment of the date set forth below:

CITY
City of Lancaster

CONSULTANT
Frontier Energy, Inc.

Mark V. Bozigian, City Manager

Larry Brand, President

Dated: _____

Dated: _____

ATTEST:

Britt Avritt, MMC
City Clerk

Allison E. Burns, Esq.
City Attorney

Scope of Work

August 27, 2018

Task 1: Small Commercial Direct Install

Program Administration, Management and Procurement Support

Represent LCE at Reporting PCG meetings

Attend Reporting PCG meetings as necessary to advance priorities and to ensure LCE adheres to the most current reporting guidelines from Energy Division. Represent LCE in the regulatory reporting environment by participating in critical meetings, advocating for the needs of LCE programs, and ensuring LCE representation. In order that all internal stakeholders are kept up-to-date, Frontier Energy will develop and circulate meeting summaries.

Regulatory and financial reporting structures

Support LCE with development of reporting procedures, templates, and recommendations for tracking systems that support accurate reporting. Support coordination activities related to regulatory proceedings for LCE, ranging from schedule management to document copy-editing and submittal support.

Advise on budget and budget shifts

As needed, advise LCE on budget management, including budget shifts, in accordance with CPUC Program Administrator requirements. Coordinate compliance and represent LCE's budgetary interests with industry stakeholders. Support creation of a budget tracking system that rolls up contractor expenses and manages disbursement from SCE. Support collecting, integrating, and reporting vital fiscal management metrics

Advise on EE measure mix in Small Commercial Direct Install program

Recommend energy efficiency measures to implement based on most recent code, EM&V results, and small commercial building conditions in Lancaster. Evaluate measures' viability in relation to DEER energy savings and existing conditions in Lancaster to maximize energy savings for the program.

Contractor management

Provide on-going management of contractor(s) performing direct installations under the Direct Install program. Management will focus on efficiently and effectively managing schedule, budget, spending, performance, progress, results management, and reporting.

Invoice and reporting review

Support the creation of an invoicing procedure from contractors and support review and coordination of budget transfer from SCE. Collect contractor budget, performance, progress, and results-oriented data to support invoicing.

RFP/RFA creation and distribution

Draft scope and support LCE's existing process for issuing request for proposals for installation contractors. Research and compile a list of qualified firms and support RFP distribution to identified firms.

Q&A support

Review submitted questions by proposers. Draft responses to scope of work-related questions. Submit to LCE for distribution through existing procurement channels.

Proposal review framework

Support drafting a proposal grading rubric and necessary evaluation forms related to the scope of work component of the RFP. Advise on response priorities for weighting determination.

Contracts support

Support LCE in drafting scope portion of contracts for the selected installation contractor. Support negotiation of scope, budget, and timeline. Ensure LCE and its customers' best interests are accounted for and contracts include necessary detail to support reporting, data collection, data security and management.

Task 2: Energy Advisor Program

Program start up

Frontier Energy will set up templates, data tracking systems, and call center phone line to accept forwarded and direct calls to the Energy Advisor program. Staff who perform call center support, referred to as energy advisors, will review, update, and maintain the energy advisor procedures and audit template. Frontier Energy will explore options for a tracking database, ideally integrating with LCE's existing system to sync for customer service tracking.

Program management

Plan and coordinate call center activities to support marketing campaigns by LCE. Manage call center staff and address elevated customer scenarios that are not already addressed in the Energy Advisor procedures. Meet periodically with LCE to provide progress updates. Coordinate with other Program Administrators to maintain a comprehensive listing of resources available to callers. The call center manager will be responsible for ensuring preparedness for marketing campaign support, operation, performance and overall direction.

Call center staffing

Trained staff will be available to answer calls between the regular business hours of 9 am and 5 pm. All staff supporting the call center have energy efficiency program experience. Staff also hold certifications in the Building Performance Institute's Building Science Principles. The call center staff know how HVAC, insulation, lighting, and appliance systems affect the comfort, health, and safety of occupants and will advise callers on resources available to make energy efficiency improvements. Using their residential energy efficiency knowledge, information on available programs provided by the IOUs/RENs, and other program information detailed in the call center procedures, staff will answer calls and emails with appropriate action plans. Call center staff will track details of each call to be used for regular and ad hoc reporting.

In addition to providing callers with energy efficiency program resources, a subset of callers will also receive a telephone-administered home audit. With this audit energy advisors will determine the customer's energy efficiency goals, current home conditions, and eligibility for undertaking improvements. Findings will be compiled and sent to the customer. Results will include custom recommendations and resources such as local utility programs to support their energy upgrade project.

Reporting

Frontier Energy will submit monthly reports that includes the number of calls for the month, number of unique callers, number of audits completed. Frontier Energy will communicate any trends, atypical calls, or complaints to LCE in regular meetings.

Task 3: EM&V

Recommend study areas based on existing program studies

Work with LCE to recommend study topics and draft study proposals for CPUC approval. Consider LCE's information needs alongside existing EM&V to determine which types and topics of studies provide the most value. Advise on related considerations like study type costs, schedules, and ED coordination.

Represent LCE at EM&V PCG group and post potential study areas to necessary channels

Attend quarterly EM&V PCG meetings and represent on behalf LCE's interests. Coordinate the submission and approval of LCE EM&V study proposals with ED through existing EM&V infrastructure. Provide meeting summaries to LCE manager and direct attention to CPUC and IOU led EM&V that impacts LCE.

RFP creation and distribution

Draft scope and support LCE's existing process for issuing requests for proposal for EM&V firms. Research and compile a list of qualified firms and support RFP distribution to identified firms.

Q&A support

Review submitted questions by EM&V proposers. Draft responses to scope of work-related questions. Submit to LCE for distribution through existing procurement channels.

Proposal review framework

Support drafting a proposal grading rubric and necessary evaluation forms related to the EM&V scope of work component of the RFP. Advise on response priorities for weighting determination.

Contracts support

Support LCE in drafting contracts for the selected EM&V contractor. Support negotiation of scope, budget, and timeline. Ensure LCE and its customers' best interests are accounted for and contracts include necessary detail to support reporting, data collection, data security and management.

Budget

For the three-year program period, spanning from mid-2018 to mid-2021 Frontier Energy proposes the following budget.

Task #		2018	2019	2020	2021	Total
1	Small Commercial Direct Install	20,137	20,234	17,993	8,997	67,361
	<i>Admin</i>	9,900	7,497	4,993	2,497	24,887
	<i>DI Non-Incentives</i>	10,237	12,737	13,000	6,500	42,474
2	Energy Advisor	45,130	79,795	79,921	35,248	240,094
	<i>Admin</i>	5,493	5,743	4,500	2,250	17,986
	<i>DI Non-Incentives</i>	39,637	74,052	75,421	32,998	222,108
3	EM&V	4,214	4,237	2,661	-	11,112
	<i>EM&V</i>	4,214	4,237	2,661	-	11,112
	Total	69,481	104,266	100,575	44,245	318,567

Category Rate Table

Title	2018	2019	2020	2021
President	\$280	\$285	\$290	\$295
Vice President / Sr. Director	\$275	\$280	\$285	\$290
Director	\$255	\$260	\$265	\$270
Sr. Manager / Engineering Manager	\$225	\$230	\$235	\$240
Manager	\$200	\$204	\$209	\$213
Sr. Engineer / Sr. Program Mgr	\$180	\$184	\$189	\$193
Engineer / Program Mgr	\$153	\$156	\$159	\$162
Sr. Program Consultant / Sr. Analyst	\$140	\$143	\$145	\$148
Program Consultant / Analyst	\$122	\$124	\$126	\$128
Sr. Program Coordinator / Sr. Technician	\$102	\$104	\$106	\$108
Program Coordinator / Technician	\$87	\$89	\$91	\$93
Administrative	\$75	\$75	\$75	\$75

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

THIS AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES is made and entered into this 10 day of April, 2018, by and between the CITY OF LANCASTER, a municipal corporation and charter city, ("City"), and FRONTIER ENERGY, INC. ("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:

**LANCASTER CHOICE ENERGY (LCE) ENERGY EFFICIENCY PROGRAM PLAN
IMPLEMENTATION (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: FRONTIER ENERGY, 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 FRONTIER ENERGY, INC
 Attn: Nancy Barba
 Address: 800 W. 6th Street, Suite 1250
 Los Angeles, California 90017

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

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

4. **Description of Work.** The City hereby engages Consultant, and Consultant accepts such engagement, to perform the technical and professional services set forth in the "Scope of Services and Rates Schedule," 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 \$102,459 for all work necessary to complete the Services, as described in the Scope of Services and Rates Schedule. Payments shall be due within thirty (30) days following submittal of an invoice detailing the services performed, at the hourly rates 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 the Scope of Services and Rates Schedule 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. **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.

8. **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.

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

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

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

10. **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 twelve (12) months, 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.

11. **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.

12. **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.

13. **Insurance.**

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

Commercial General Liability	
Each Occurrence	\$1,000,000
Per Project General Aggregate	\$2,000,000
Including Products/Completed Operations; Contractual Liability/Independent Contractors; Property Damage	
<i>(Coverage shall be at least as broad as ISO form CG2010 11/85 or CG2010 07/04 and CG2037 07/04 combined, or an equivalent providing ongoing and completed operations)</i>	
Commercial Automobile Liability	
Combined Single Limit per Accident for Bodily Injury and Property Damage	\$1,000,000
<i>(Coverage shall be at least as broad as ISO form CA00 01)</i>	
Workers Compensation	
As Required by the State of California	Statutory Limits
Employers' Liability	
Each Accident	\$1,000,000
Bodily Injury by Disease	\$1,000,000
Each Employee	\$1,000,000
<i>(A Waiver of Subrogation must be provided on behalf of the Certificate Holder for the Workers Compensation & Employers' Liability policies)</i>	
Professional Liability	
Each Occurrence	\$1,000,000
General Aggregate	\$1,000,000

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

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

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

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

F. Consultant shall furnish the City with Certificates of Insurance and with original endorsements effecting coverage required by this Agreement. Certificates of Insurance shall meet the following requirements:

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

(2) List in the "Descriptions of Operations/Locations/Vehicles" section:
"Lancaster Choice Energy (LCE) Efficiency Implementation Proposal"
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.

14. **Commencement and Completion of Work.** The Services to be provided by Consultant pursuant to this Agreement shall commence within 30 days after execution of this Agreement, and shall be completed over the three-year program period following commencement; provided however, that the Parties may agree to extend the time for completion upon mutual written agreement.

15. **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.

16. **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.

17. **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.

18. 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.

19. Exhibits.

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

Exhibit "A" Scope of Services and Rates Schedule

20. **Governing Law.**

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

21. **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
LANCASTER, CALIFORNIA

By:  _____
Mark V. Bozigian, City Manager

Dated: 4-10-18

FRONTIER ENERGY, INC.

By:  _____
Larry Brand, President

Dated: 4/3/2018

ATTEST:

 _____
City Clerk

APPROVED AS TO FORM:

 _____
City Attorney

**EXHIBIT A
RATE SCHEDULE AND SCOPE OF SERVICES**

Frontier Energy Category Rate Table

Title	2018	2019	2020	2021
President	280	285	290	295
Vice President / Sr. Director	275	280	285	290
Director	255	260	265	270
Sr. Manager / Engineering Manager	225	230	235	240
Manager	200	204	209	213
Sr. Engineer / Sr. Program Mgr	180	184	189	193
Engineer / Program Mgr	153	156	159	162
Sr. Program Consultant / Sr. Analyst	140	143	145	148
Program Consultant / Analyst	122	124	126	128
Sr. Program Coordinator / Sr. Technician	102	104	106	108
Program Coordinator / Technician	87	89	91	93
Administrative	75	75	75	75

Program Administrative Support

Represent LCE at Reporting PCG meetings

Attend Reporting PCG meetings as necessary to advance priorities and to ensure LCE adheres to the most current reporting guidelines from Energy Division. Represent LCE in the regulatory reporting environment by participating in critical meetings, advocating for the needs of LCE programs, and ensuring LCE representation. In order that all internal stakeholders are kept up-to-date, Frontier Energy will develop and circulate meeting summaries.

Regulatory and financial reporting structures

Support LCE with development of reporting procedures, templates, and recommendations for tracking systems that support accurate reporting. Support coordination activities related to regulatory proceedings for LCE, ranging from schedule management to document copy-editing and submittal support.

Advise on budget and budget shifts

As needed, advise LCE on budget management, including budget shifts, in accordance with CPUC Program Administrator requirements. Coordinate compliance and represent LCE's budgetary interests with industry stakeholders. Support creation of a budget tracking system that rolls up contractor expenses and manages disbursement from SCE. Support collecting, integrating, and reporting vital fiscal management metrics

Advise on EE measure mix in Small Commercial Direct Install program

Recommend energy efficiency measures to implement based on most recent code, EM&V results, and small commercial building conditions in Lancaster. Evaluate measures' viability in relation to DEER energy savings and existing conditions in Lancaster to maximize energy savings for the program.

Program Management

Contractor management

Provide on-going management of contractor(s) performing direct installations under the Direct Install program. Management will focus on efficiently and effectively managing schedule, budget, spending, performance, progress, results management, and reporting.

Call center set up and support

During the first year, support setup of the Energy Advisor call center, including procedures, infrastructure setup, survey design, and frequently asked question scripts for call center staff. Provide initial training to call center staff and support program onboarding.

Invoice and reporting review

Support the creation of an invoicing procedure from contractors and support review and coordination of budget transfer from SCE. Collect contractor budget, performance, progress, and results-oriented data to support invoicing.

Procurement

RFP/RFA creation and distribution

Draft scope and support LCE's existing process for issuing request for proposals for installation contractors. Research and compile a list of qualified firms and support RFP distribution to identified firms.

Q&A support

Review submitted questions by proposers. Draft responses to scope of work-related questions. Submit to LCE for distribution through existing procurement channels.

Proposal review framework

Support drafting a proposal grading rubric and necessary evaluation forms related to the scope of work component of the RFP. Advise on response priorities for weighting determination.

Contracts support

Support LCE in drafting scope portion of contracts for the selected installation contractor. Support negotiation of scope, budget, and timeline. Ensure LCE and its customers' best interests are accounted for and contracts include necessary detail to support reporting, data collection, data security and management.

EM&V

Recommend study areas based on existing program studies

Work with LCE to recommend study topics and draft study proposals for CPUC approval. Consider LCE's information needs alongside existing EM&V to determine which types and topics of studies provide the most value. Advise on related considerations like study type costs, schedules, and ED coordination.

Represent LCE at EM&V PCG group and post potential study areas to necessary channels

Attend quarterly EM&V PCG meetings and represent on behalf LCE's interests. Coordinate the submission and approval of LCE EM&V study proposals with ED through existing EM&V infrastructure. Provide meeting summaries to LCE manager and direct attention to CPUC and IOU led EM&V that impacts LCE.

RFP creation and distribution

Draft scope and support LCE's existing process for issuing requests for proposal for EM&V firms. Research and compile a list of qualified firms and support RFP distribution to identified firms.

Q&A support

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Proposal review framework

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Contracts support

Support LCE in drafting contracts for the selected EM&V contractor. Support negotiation of scope, budget, and timeline. Ensure LCE and its customers' best interests are accounted for and contracts include necessary detail to support reporting, data collection, data security and management.

Budget

For the three-year program period, Frontier Energy proposes the following budget. Frontier Energy assumes a mid-2018 start date with each program year spanning two calendar years.

Task	Year 1	Year 2	Year 3	Subtotal
Task 1: Administrative Support	\$17,763	\$13,560	\$16,650	\$47,973
Task 2: Program Management	\$14,514	\$10,878	\$11,082	\$36,474
Task 3: Procurement Support	\$6,900	\$0	\$0	\$6,900
Task 4: EM&V Support	\$4,214	\$4,237	\$2,661	\$11,112
Total	\$43,391	\$28,675	\$30,393	\$102,459

STAFF REPORT
City of Lancaster

NB 5
09/11/18
MVB

Date: September 11, 2018

To: Mayor Parris and City Council Members

From: Allison E. Burns, City Attorney

Subject: **Introduce Ordinance No. 1049, repealing chapter 9.44 of the Lancaster Municipal Code relating to regulation of registered sex offenders**

Recommendation:

Introduce **Ordinance No. 1049**, repealing chapter 9.44 of the Lancaster Municipal Code (“Chapter 9.44”) relating to regulation of registered sex offenders.

Fiscal Impact:

None.

Background:

Chapter 9.44 was originally adopted in 2012 and contained four distinct restrictions applicable to registered sex offenders. On December 18, 2012, litigation known as *John Doe, et al. v. City of Lancaster*, Case No. CV-12-10808 SJO (RZx) was filed against the City of Lancaster (“City”) in the United States District Court for the Central District of California challenging the constitutionality of Chapter 9.44. The City settled that action in March of 2013. As part of the settlement, the City agreed to amend Chapter 9.44. On March 26, 2013, the City adopted Ordinance No. 988, which ordinance amended Chapter 9.44.

As currently enacted, Chapter 9.44 prohibits any “Registered Sex Offender” from participating in certain Halloween activities. Chapter 9.44 defines the term “Registered Sex Offender” as “any person who is required to register under section 290 of the state penal code, regardless of whether or not such person is on parole or probation, because of a conviction for a crime in which the victim was a child.” (Lancaster Municipal Code (“LMC”) § 9.44.020.) On Halloween, or any other date designated by the City of Lancaster for any Halloween trick or treating event, Registered Sex Offenders shall:

- “i. Leave all exterior residential, decorative and ornamental lighting off during the hours of 5:00 p.m. to 11:59 p.m.; and
- ii. Not decorate his or her permanent residence with Halloween decorations, and remove any such decorations; and
- iii. Not answer the door to children who are trick-or-treating.” (LMC § 9.44.030.)

Subsequent to the litigation known as *John Doe, et al. v. City of Lancaster* and the City's adoption of Ordinance No. 988 amending Chapter 9.44, the California Courts of Appeal announced decisions in certain cases (*People v. Nguyen* (2014) 222 Cal.App.4th 1168 and *People v. Godinez* (2014) Cal. App. Unpub. LEXIS 99188), that found local laws applicable to registered sex offenders are preempted by state law. Based on the decisions of the California Courts of Appeal, Chapter 9.44 is likely preempted by state law and, therefore unconstitutional.

On August 22, 2018, the City Attorney's office received a letter from the Law Office of Janice M. Bellucci asserting that Chapter 9.44 is unconstitutional for the reasons stated above. The letter threatened to initiate litigation against the City if Chapter 9.44 is not repealed by September 28, 2018.

It is recommended that the City Council introduce proposed Ordinance No. 1049 repealing Chapter 9.44 of the Lancaster Municipal Code.

Attachment:

Ordinance No. 1049

ORDINANCE NO. 1049

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LANCASTER, CALIFORNIA, REPEALING CHAPTER 9.44 OF THE LANCASTER MUNICIPAL CODE RELATING TO REGULATION OF REGISTERED SEX OFFENDERS

WHEREAS, Chapter 9.44 of the Lancaster Municipal Code (the “LMC”) contains certain restrictions on registered sex offenders;

WHEREAS, certain decisions of the California Courts of Appeal have held that laws adopted by municipalities, such as the City of Lancaster, that regulate registered sex offenders are preempted by state law and, therefore are unconstitutional; and

WHEREAS, the City Council desires to repeal Chapter 9.44 of the LMC to conform with state law.

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

Section 1. Chapter 9.44 of the Lancaster Municipal Code is hereby repealed in its entirety.

Section 2. 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 11th day of September, 2018, and placed upon its second reading and adoption at a regular meeting of the City Council on the _____ day of _____, 2018 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. 1049, for which the original is on file in my office.

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

(seal)

**MEMORANDUM
CITY OF LANCASTER, CA**

TO: Mayor Parris and City Council Members
FROM: Vice Mayor Marvin Crist
DATE: September 11, 2018
SUBJECT: **Report on the Activities of the Board of Directors for District No. 14 of the County Sanitation Districts of Los Angeles County**

Recommendation:

Receive a report of the proceedings and issues discussed at the June 21, 2018 District No. 14 Board of Directors adjourned regular meeting of the County Sanitation Districts of Los Angeles County (District).

Background:

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

The Board of Directors considered the following agenda items at the June 21st, 2018 adjourned regular meeting:

- 1) Approved Minutes of the adjourned regular meeting held on March 29th, 2018
- 2) Approved District Expenses for the months of February, March, and April 2018; and January 2018 in total amount of \$7,017,895.87

Local District Expenses:

Operations & Maintenance (O & M): \$3,021,132.31

Capital: 3,337,394.98

Legal: 48,999.02

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

Joint Administration: 244,394.56

Technical Support: 354,443.18

Legal: 11,531.82

Total Expenses: \$7,017,895.87

- 3) Rejected bids and approved readvertising for the construction of three groundwater extraction wells at the Lancaster Water Reclamation Plant Eastern Agricultural Site
- 4) Authorized issuance of a purchase order of \$67,200 for professional services and water treatment supplies to Tamco Chemical, Inc.

- 5) Adopted resolution approving a Joint Community Facilities Agreement with STG Montecito West, LLC.
- 6) Held public hearing on Service Charge Report and Collection on Tax Roll for Fiscal Year 2018-19
- 7) Adopted Service Charge Report for Fiscal Year 2018-19
- 8) Adopted Appropriations Limit for Fiscal Year 2018-19
- 9) Approved, adopted, and ordered filed the Fiscal Year 2018-19 Budget
- 10) Approved the Tax Levy for Fiscal Year 2018-19 Operating Fund
- 11) Approved the following appropriations for the Operating Fund:

Appropriation:
O&M - Joint Administration \$ 903,000
O&M - Technical Services 2,441,000
O&M - Conveyance 629,000
O&M - Treatment Facilities 10,203,000
Capital - Joint Administration 203,000
Capital - Treatment Facilities 6,465,000
Prepaid Expenses 1,000,000 Bond Repayment 10,453,000
Loan Repayment 6,856,000
TOTAL: \$39,153,000
- 12) Discussed the Audit of Legal Fees
- 13) Adjourned meeting to Thursday Aug 13th, 2018