



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

Tuesday

December 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, December 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

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AGENDA ITEMS TO BE REMOVED

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

PUBLIC BUSINESS FROM THE FLOOR - AGENDIZED ITEMS

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

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

CALL TO ORDER

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

ROLL CALL

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

INVOCATION

Associate Pastor Jerry Ferrso, Lancaster Baptist Church

PLEDGE OF ALLEGIANCE

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PRESENTATIONS

1. Recognition of the City of Lancaster winning two local APWA awards for:
 - Auto Mall Improvements
 - Master Plan of Complete StreetsPresenter: Mayor Parris

2. Recognition of City Manager, Mark Bozigian
Presenter: Mayor Parris

COUNCIL ACTIONS

MINUTES

M 1. Approve the City Council/Successor Agency/Financing/ Power/ California Choice Energy Authority Regular Meeting Minutes of November 13, 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 October 28, 2018 through November 10, 2018 in the amount of \$3,620,579.10. Approve the Check Register as presented.

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

CC 3. Approve an amendment to the existing reimbursement agreement with Viper Enterprises for high-quality improvements to the public realm in the vicinity of the Lancaster Auto Mall; and authorize the City Manager, or his designee, to execute all related documents.

In 2017, the Fullers sought to build upon their success by breaking ground on RAM of the West, the largest RAM truck center in North America. To support this endeavor and help catalyze the associated job creation and increase in sales tax revenue, the City Council approved a Reimbursement Agreement for public improvements in March 2017. This agreement and the associated amendment allow the City to facilitate the growth of a family-owned business and excellent community partner that has been operating in Lancaster for three generations, while also providing the benefits of job creation and increased sales tax revenue to the community.

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CC 4. Adopt **Ordinance No. 1053**, amending Chapters 5.56 and 17.43 of the Lancaster Municipal Code, relating to the regulation of cannabis commercial activity in the City.

The purpose of the proposed ordinance is also to align the City's regulation of commercial cannabis activity with applicable state law and to regulate the types of commercial cannabis activity permitted under state law. The proposed ordinance is specifically in response to the state laws that permit commercial cannabis activity and the objective of the proposed ordinance is to minimize the negative impacts of commercial cannabis activity.

CC 5. Accept and approve the October 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.

CC 6. Adopt **Resolution No. 18-58**, authorizing expenditure of funds to maintain terms and conditions of employment in Memorandum of Understanding (MOU) between the City and Teamsters Local 911.

The City of Lancaster and Teamsters Local 911 are still in the process of negotiating terms for the Memorandum of Understanding (MOU) that is set to expire December 31, 2018. Membership vote on the new Memorandum of Understanding, effective January 1, 2019, is expected to take place after December 31, 2018. The City of Lancaster and Teamsters Local 911 are desirous of providing the union membership the time necessary to conduct their vote to ratify the new Memorandum of Understanding.

CC 7. Adopt **Resolution No. 18-59**, authorizing expenditure of funds to maintain terms and conditions of employment in Memorandum of Understanding (MOU) between the City and Lancaster Code Enforcement Association.

The City of Lancaster and Lancaster Code Enforcement Association are still in the process of negotiating terms for the Memorandum of Understanding (MOU) that is set to expire December 31, 2018. Membership vote on the new Memorandum of Understanding, effective January 1, 2019, is expected to take place after December 31, 2018. The City of Lancaster and Lancaster Code Enforcement Association are desirous of providing the union membership the time necessary to conduct their vote to ratify the new Memorandum of Understanding.

CC 8. Accept the work constructed by Granite Construction Company for **Public Works Construction Project No. 17-008 – 10th Street West Gap Closure**, and direct the City Clerk to file the Notice of Completion for the project. Retention on this project will be disbursed in accordance with California Public Contract Code.

Construction of the project has been completed to the satisfaction of the Development Services Director. The project was completed on May 1, 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.

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CC 9. Approve and accept for maintenance the work and materials for the drainage improvements for the following Drainage Maintenance District annexation, installed by the developer of the subject project:

<u>Project</u>	<u>Annexation No.</u>	<u>Location/Owner</u>
Conditional Use Permit No. 07-04	16-02	Southeast corner of 20 th Street East and Avenue J Owner: Niki Lancaster, LP

The drainage improvements for this project have been installed by the developer according to the approved plans and specifications. The improvements have been inspected and found to be satisfactory to the Development Services Director.

CC 10. Approve the developer constructed streets on the following project. In addition, accept the streets for maintenance by the City and for public use.

<u>Project</u>	<u>Location/Owner</u>
Conditional Use Permit No. 07-04	Southeast corner of 20 th Street East and Avenue J Owner: Niki Lancaster, LP

The streets have been constructed and completed by the developer according to the approved plans and specifications. The work has been inspected and found to be satisfactory to the Development Services Director.

CC 11. Approve the completed water system installed by the developer for the following project:

<u>Project</u>	<u>Location/Owner</u>
Conditional Use Permit No. 07-04	Southeast corner of 20 th Street East and Avenue J Owner: Niki Lancaster, LP

The water system for this project has been constructed and completed to the satisfaction of the local water purveyor, Los Angeles County Waterworks District No. 40-04, Antelope Valley, and was constructed according to the approved plans and specifications. Additionally, the work has been inspected and found to be satisfactory to the Development Services Director.

CC 12. Authorize the City Manager to execute the 2018 Amended and Restated Memorandum of Understanding (MOU) for the Antelope Valley Regional Water Management Group Integrated Regional Water Management Plan (IRWMP) cost sharing.

The MOU sets forth the funding to be provided by each of the 11 parties of the Regional Water Management Group for this update. Included in the IRWMP is a list of water-related projects for our area that are eligible for grant funding. This list includes eight of the City's proposed projects.

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CC 13. Accept the work constructed by R.C. Becker and Son, Inc., for **Public Works Construction Project No. 17-011, 20th Street West Street Improvements, Lancaster Boulevard to Avenue J**, and direct the City Clerk to file the Notice of Completion for the project. Retention on this project will be disbursed in accordance with California Public Contract Code.

This project included ADA meandering sidewalks, road reconstruction, street lighting, signal improvements, utility improvements, landscape and irrigation, re-striping, and bike lanes. Work was performed in compliance with the City’s 2014 ADA Transition Plan, which included 13,000 square feet of sidewalk and thirteen (13) curb ramps.

CC 14. Accept the Sanitary Sewer Collection System Annual Performance Report for Fiscal Year 2017/2018.

The City of Lancaster assumed responsibility for the operation and maintenance of its sanitary sewer system from the County of Los Angeles Consolidated Sewer Maintenance District (CSMD) on July 1, 2008, believing that local control of the system was in the best interest of its residents. The production of an annual report is one of the performance measures approved by City Council in the Fiscal Year 2011-2012 Program and Financial Plan.

CC 15. Approve and accept for maintenance the work and materials for the drainage improvements for the following Drainage Maintenance District annexation, installed by the developer of the subject project:

<u>Project</u>	<u>Annexation No.</u>	<u>Location/Owner</u>
Site Plan Review No. 16-07	17-04	Northeast corner of 10 th Street West and Avenue K-8 Owner: Viper Enterprises, Inc.

The drainage improvements for this project have been installed by the developer according to the approved plans and specifications. The improvements have been inspected and found to be satisfactory to the Development Services Director.

CC 16. Approve the following developer installed sanitary sewer, and accept the sewer for maintenance by the City and for public use:

<u>Project</u>	<u>Private Contract No.</u>	<u>Location/Owner</u>
Site Plan Review No. 16-07	17-03	Northeast corner of 10 th Street West and Avenue K-8 Owner: Viper Enterprises, Inc.

The listed sanitary sewer has been constructed and completed by the developer according to the approved plans and specifications. The work has been inspected and found to be satisfactory to the Development Services Director.

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CC 17. Approve the developer constructed streets on the following project. In addition, accept the streets for maintenance by the City and for public use.

<u>Project</u>	<u>Location/Owner</u>
Site Plan Review No. 16-07	Northeast corner of 10 th Street West and Avenue K-8 Owner: Viper Enterprises, Inc.

The streets have been constructed and completed by the developer according to the approved plans and specifications. The work has been inspected and found to be satisfactory to the Development Services Director.

CC 18. Approve the completed water system installed by the developer for the following project:

<u>Project</u>	<u>Location/Owner</u>
Site Plan Review No. 16-07	Northeast corner 10 th Street West and Avenue K-8 Owner: Viper Enterprises, Inc.

The water system for this project has been constructed and completed to the satisfaction of the local water purveyor, Los Angeles County Waterworks District No. 40-04, Antelope Valley, and was constructed according to the approved plans and specifications. Additionally, the work has been inspected and found to be satisfactory to the Development Services Director.

CC 19. Approve contract with Pacific Coast Locators, Inc., (PCL) to provide 811 One-Call DigAlert (DigAlert) services for all proposed excavations within the City of Lancaster and authorize the City Manager or his designee to execute all related documents.

The contract services would allow staff members to be shifted to other high-value duties while alleviating the City of liability regarding mark-outs. PCL will respond to all DigAlert tickets for proposed excavation projects planned in the City of Lancaster. PCL will be responsible for locating and marking utilities owned by the City of Lancaster, to include traffic signals, sewer, drainage, and recycled water and city-maintained streetlights.

CC 20. Award of Contract for **RFQ No. 686-18, Traffic Signal & Street Lighting Services**, to St. Francis Electric, LLC (“SFE”) of San Leandro, California, for an estimated total of \$1,045,858.00. Authorize 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.

City staff conducted a comprehensive analysis of overall operations and costs, and has concluded obtaining contract services will streamline maintenance, ensure regular routine maintenance is conducted, increase the performance and safety of the City’s signals and streetlights, and reduce overall maintenance costs. The City received two proposals, one of which was deemed non-responsive for missing documentation. The sole responsive proposal received from SFE was thorough and complete.

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CC 21. Authorize the City Manager or his designee to execute Memorandum of Understanding with the County of Los Angeles, Department of Public Health regarding onsite wastewater treatment systems to update the original August 17, 2001, agreement for environmental health inspection services.

The City of Lancaster (City) has existing Onsite Wastewater Treatment Systems (OWTS) for areas without access to a public sewer system. Therefore, the City would like to continue to designate the County as the Qualified Local Agency such that the County implements its approved Local Agency Management Program (LAMP) for the siting, design, operation, and maintenance of certain OWTS within the City's incorporated area.

CC 22. Adopt **Resolution No. 18-57**, amending Resolution 14-64, establishing the compensation schedule for Assistant City Manager.

Routine maintenance of the class and compensation program.

NEW BUSINESS

NB 1. Establish a hybrid law enforcement model

Recommendation:

Direct staff to engage and manage a qualified consultant firm to develop options for a Hybrid Law Enforcement Model for the City of Lancaster and the Los Angeles County Sheriff's Department (LASD) to provide Law Enforcement and Law Enforcement-Related Services throughout the City in a strategic and coordinated manner and return to the City Council within 90 days with a report detailing such options.

It is recommended that the City Council direct staff to engage and manage a qualified consultant firm to develop options for a Hybrid Law Enforcement Model for the City and LASD to provide Law Enforcement and Law Enforcement-Related Services throughout the City in a strategic and coordinated manner.

NB 2. Surplus Water Agreement with County Sanitation District 14

Recommendation:

Approve a Surplus Water Agreement with County Sanitation District 14 ("The District").

The District and the City intend by this agreement to provide for the City to facilitate the lease, sale or transfer, subject to all conditions of the Judgement, of certain groundwater rights allocated to the District under the Allocation Agreement that are in excess of the amount of groundwater necessary for the operation and maintenance of the District's facilities and any other legal obligations of the District.

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NB 3. Public Works Construction Project No. 17-006 REBID, Lancaster Boulevard and 15th Street West, HSIPL-5419(043)

Recommendation:

Award **Public Works Construction Project No. 17-006 REBID, Lancaster Boulevard and 15th Street West, HSIPL-5419(043)**, to Toro Enterprises, Inc., of Oxnard, California, in the amount of \$1,845,480.60, plus a 10% contingency, for construction of a single lane roundabout, and authorize the City Manager, or his designee, to sign all documents. This contract is awarded to the lowest responsible bidder per California Public Code Section 22038 (b).

This project 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.

NB 4. Public Works Construction Project No. 17-007 REBID, Lancaster Boulevard and 15th Street East, HSIPL-5419(042)

Recommendation:

Award **Public Works Construction Project No. 17-007 REBID, Lancaster Boulevard and 15th Street East, HSIPL-5419(042)**, to R. C. Becker and Son, Inc., of Santa Clarita, California, in the amount of \$1,612,169.16, plus a 10% contingency, for construction of a single lane roundabout, and authorize the City Manager, or his designee, to sign all documents. This contract is awarded to the lowest responsible bidder per California Public Code Section 22038 (b).

This project 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.

COUNCIL AGENDA

CA 1. Discussion of joint Palmdale/Lancaster Council Committee
Presenter: Mayor Parris

CA 2. Discussion and appointment of Jason Caudle to the North County Transportation Coalition
Presenter: Mayor Parris

CA 3. Recognition and swearing in of Chris Casillas
Presenter: Mayor Parris

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COUNCIL REPORTS

CR 1a and CR 1b.

Report(s) on the Activities of the Board of Directors for the Antelope Valley Transit Authority
Presenters: Vice Mayor Crist and Council Member Underwood-Jacobs

CR 2. Council Reports

LANCASTER HOUSING AUTHORITY

No action required at this time.

LANCASTER FINANCING AUTHORITY

No action required at this time.

LANCASTER POWER AUTHORITY

No action required at this time.

LANCASTER SUCCESSOR AGENCY

No action required at this time.

CITY MANAGER / EXECUTIVE DIRECTOR ANNOUNCEMENTS

CITY CLERK / AGENCY / AUTHORITY SECRETARY ANNOUNCEMENT

PUBLIC BUSINESS FROM THE FLOOR - NON-AGENDIZED ITEMS

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. Adams v. Thomas, LASC Case No MC027683
5. Simmons v. City of Lancaster, LASC Case No. BC 615471
6. Bootleggers 2 v. City of Lancaster, LASC Case No. BS169660
7. Byrd v. City of Lancaster, LASC Case No. MC 026025
8. Smith v. Lancaster, LASC Case No. MC 027485
9. Parker v. Lancaster, LASC MC 027827
10. Kappler v.Lancaster, LASC 18STCVO4990
11. Better Neighborhoods v. Lancaster, LASC BS175020
12. 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, January 8, 2019 - 5:00 p.m.

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MEETING ASSISTANCE INFORMATION

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

AGENDA ADDENDUM INFORMATION

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

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

M 1
12/11/18
MVB

**LANCASTER
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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 5:03 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

Pastor Darrell Dorris

PLEDGE OF ALLEGIANCE

Boy Scout Lance Long

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PRESENTATIONS

1. Recognition of Quartz Hill High School Girls Tennis 30th Undefeated Season in Golden League
Presenter: Mayor Parris
2. Recognition of Employees Years of Service
Presenters: Mayor Parris and City Manager Mark Bozigian
3. Recognition of the City of Lancaster winning two 3CMA awards for:
 - Ready Lancaster: Citizen Emergency Preparedness Campaign;
Category - Marketing and Tools – Government Service Delivery/Community Issue, Population 100,000 and up
 - Join the City of Lancaster on Nixle video:
Category - Video – Promotional Video, population 95,000-160,000Presenter: Mayor Parris

Mayor Parris stated Item No. CA 1 will be moved to this portion of the Agenda.

CA 1. NOMINATION AND APPOINTMENT OF ADOLFO ESTRADA TO THE ARCHITECTURAL AND DESIGN COMMISSION

On a motion by Mayor Parris and seconded by Vice Mayor Crist, the City Council approved the appointment of Adolfo Estrada to the Architectural and Design Commission, by the following vote: 5-0-0-0; AYES: Malhi, Mann, Underwood-Jacobs, Crist, Parris; NOES: None; ABSTAIN: None; ABSENT: None

Mayor Parris administered the Oath of Office at this time.

M 1. MINUTES

On a motion by Vice Mayor Crist and seconded by Council Member Mann 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 October 23, 2018, by the following vote: 5-0-0-0; AYES: Malhi, Mann, Underwood-Jacobs, Crist, Parris; NOES: None; ABSTAIN: None; ABSENT: None

It was the consensus of the City Council to move Item No. NB 2 to this portion of the agenda.

NB 2. AMENDMENT TO CHAPTERS 5.56 AND 17.43 OF THE LANCASTER MUNICIPAL CODE RELATING TO THE REGULATION OF CANNABIS COMMERCIAL ACTIVITY IN THE CITY

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

On a motion by Vice Mayor Crist and seconded by Council Member Malhi, the City Council Introduced **Ordinance No. 1053**, amending Chapters 5.56 and 17.43 of the Lancaster Municipal Code, relating to the regulation of cannabis commercial activity in the City, by the following vote: 5-0-0-0; AYES: Malhi, Mann, Underwood-Jacobs, Crist, Parris; NOES: None; ABSTAIN: None; ABSENT: None

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CONSENT CALENDARS

On a motion by Vice Mayor Crist and seconded by Council Member Malhi, the City Council approved the CCEA Consent Calendar, by the following vote: 5-0-0-0; AYES: Malhi, Mann, Underwood-Jacobs, Crist, Parris; NOES: None; ABSTAIN: None; ABSENT: None

CCEA 1.

ADMINISTRATIVE SERVICES AGREEMENT WITH TOWN OF APPLE VALLEY

- a. Approved Administrative Services Agreement with the Town of Apple Valley (“Apple Valley”); and authorized the Executive Director, or his designee, to sign all documents.
- b. Recognized revenue of \$288,409 into Account No. 491-3100-013 and appropriate a total of \$155,750 into Account 491-4250-013P and \$132,659 into Account No. 491-4999-490 for professional services to be provided to Apple Valley in accordance with the above agreements. Transferred in \$132,659 to Account No. 490-3990-491 to offset Lancaster Choice Energy operating costs.
- c. Approved amendment to Master Professional Services Agreement with Calpine Energy Solutions, LLC (“Calpine”) in the amount of \$218,750 to support work performed for Apple Valley under the terms of the Administrative Services Agreement; and authorized the Executive Director, or his designee, to sign all documents.
- d. Approved Professional Services Agreement with Pacific Energy Advisors (“PEA”) in the amount of \$122,000 to support work performed for Apple Valley under the terms of the Administrative Services Agreement for Apple Valley; and authorized the Executive Director, or his designee, to sign all documents.

CCEA 2. RESOLUTION NO. CCEA 04-18

Adopted **Resolution No. CCEA 04-18**, approving and authorizing the Town of Apple Valley (“Apple Valley”) to enter into the Joint Exercise Powers Agreement for the California Choice Energy Authority.

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 Vice Mayor Crist and seconded by Council Member Mann, 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 left the dais at this time

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.

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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 October 07, 2018 through October 27, 2018 in the amount of \$12,219,784.15. Approve the Check Registers as presented.

CC 3. REQUEST FOR QUALIFICATIONS (RFQ 694-18) FOR MULTI-YEAR PROFESSIONAL SERVICES

Approved Multi-Year Professional Service Agreements with each of the pre-qualified consulting firms on the attached list, and authorized the City Manager, or his designee, to execute all task orders.

CC 4. LANDSCAPE IMPROVEMENTS FOR LANDSCAPE MAINTENANCE DISTRICT NO. 1

Approved and accepted for maintenance the work and materials for the landscape improvements for Landscape Maintenance District No. 1, installed by the developer of the subject project:

<u>Project</u>	<u>Location/Owner</u>
SPR 16-06	Northwest corner of 10 th Street West and West Avenue K (median only) Owner: Clutter Family Trust

CC 5. STREET IMPROVEMENTS

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

<u>Project</u>	<u>Location/Owner</u>
Director's Review No. 12-68	15 th Street West & Park Somerset Drive Owner: Kaiser Permanente

CC 6. WATER IMPROVEMENTS

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

<u>Project</u>	<u>Location/Owner</u>
Director's Review No. 12-68	15 th Street West & Park Somerset Drive Owner: Kaiser Permanente

LANCASTER CITY COUNCIL/ SUCCESSOR AGENCY/
FINANCING/POWER/CALIFORNIA CHOICE ENERGY AUTHORITY
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November 13, 2018

CC 7. ORDINANCE NO. 1051

Adopted **Ordinance No. 1051**, amending the city zoning plan for approximately 80 acres of a 424-acre site generally bounded by Avenue H, Avenue G, 75th Street West, and 90th Street West, known as Zone Change No. 18-02, from R-7,000 (Single Family Residential, minimum lot size 7,000 square feet) and PK (Park) to RR-2.5 (Rural Residential, minimum lot size 2.5 acres).

CC 8. ORDINANCE NO. 1052

Adopted **Ordinance No. 1052**, amending the city zoning plan for approximately 20 acres of land located at the southeast corner of Avenue H-8 and 70th Street West, known as Zone Change No. 18-04, from PK (Park) to RR-2.5 (Rural Residential, minimum lot size 2.5 acres).

**JPH 1. RESOLUTIONS AND FINANCING DOCUMENTS FOR LEASE REVENUE BONDS
(PUBLIC IMPROVEMENTS PROJECT)**

Mayor Parris opened the Public Hearing.

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 Malhi, the City Council adopted **Resolution No. 18-56** approving the issuance by the Lancaster Financing Authority of its Lease Revenue Bonds, Series 2018 (Public Improvements Project) in the aggregate principal amount not to exceed \$16,000,000, and approving a Site and Facility Lease, a Lease Agreement, a Bond Purchase Agreement, a Continuing Disclosure Agreement, a Preliminary Official Statement and a Final Official Statement in connection therewith, and authorizing the taking of certain other actions in connection therewith, by the following vote: 5-0-0-0; AYES: Malhi, Mann, Underwood-Jacobs, Crist, Parris; NOES: None; ABSTAIN: None; ABSENT: None

On a motion by Vice Chair Crist and seconded by Agency Director Malhi, the Financing Authority adopted **Resolution No. FA 02-18** approving the issuance of its Lease Revenue Bonds, Series 2018 (Public Improvements Project) in the aggregate principal amount not to exceed \$16,000,000, and approving an Indenture, a Site and Facility Lease, a Lease Agreement, an Assignment Agreement, a Bond Purchase Agreement, a Preliminary Official Statement and a Final Official Statement in connection therewith, and authorizing the taking of certain other actions in connection therewith, by the following vote: 5-0-0-0; AYES: Malhi, Mann, Underwood-Jacobs, Crist, Parris; NOES: None; ABSTAIN: None; ABSENT: None

LANCASTER CITY COUNCIL/ SUCCESSOR AGENCY/
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NB 1. OFFICE OF TRAFFIC SAFETY PEDESTRIAN AND BICYCLE SAFETY PROGRAM GRANT

The City Engineer presented the staff report regarding this item.

On a motion by Vice Mayor Crist and seconded by Council Member Malhi, the City Council recognized grant funds revenue from the State of California Office of Traffic Safety reimbursement program for the Pedestrian and Bicycle Safety Program (Grant No. PS19008) in the amount of \$55,000.00 into revenue account number 324-3306-101, and appropriated the same amount to account number 324-4785-770, by the following vote: 5-0-0-0; AYES: Malhi, Mann, Underwood-Jacobs, Crist, Parris; NOES: None; ABSTAIN: None; ABSENT: None

NB 3. ART IN PUBLIC PLACES PROGRAM

The Parks, Recreation and Arts Director and Operations Manager presented the staff report regarding this item.

Discussion among the City Council and staff included discussion of the amount of potential funds to be allocated, the use of those funds and the impact on certain Capital Improvement Projects. Additionally, discussion took place regarding clarification if the art will rotate or if it is permanent, and discussion of who determines what art is appropriate and where the art is placed. The Operations Manager stated she will be working with the community and will develop a list of neighborhoods that are the best candidates for the public art and provided an overview of the application process for placement of art in public places. Discussion took place regarding instituting a requirement if the amount involved is \$500,000 or more, the Council must be notified.

The Mayor discussed involving the Architectural and Design Commission in the process.

On a motion by Vice Mayor Crist and seconded by Council Member Underwood-Jacobs, the City Council approved the proposed Art in Public Places Program and Manual to create arts amenities and facilities in connection with all City Capital improvement projects and establish guidelines and processes for public art provided by the public sector with the added requirement that the City Council is notified if the amount reaches \$500,000, by the following vote: 5-0-0-0; AYES: Malhi, Mann, Underwood-Jacobs, Crist, Parris; NOES: None; ABSTAIN: None; ABSENT: None

NB 4. LANCASTER MUSEUM OF ART AND HISTORY ACCREDITATION DOCUMENTS

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

On a motion by Vice Mayor Crist and seconded by Council Member Underwood-Jacobs, the City Council approved the presented Core Operating Documents for the Lancaster Museum of Art and History (MOAH). These documents are required to begin the accreditation process for MOAH through the American Alliance of Museums (AAM), 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/
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CA 2. DISCUSSION AND POSSIBLE ACTION REGARDING APPOINTMENT OF CITY MANAGER AND AUTHORIZATION TO EXECUTE CITY MANAGER CONTRACT

On a motion by Vice Mayor Crist and seconded by Council Member Mann, the City Council approved the appointment of City Manager and authorization to execute City Manager contract, by the following vote: 5-0-0-0; AYES: Malhi, Mann, Underwood-Jacobs, Crist, Parris; NOES: None; ABSTAIN: None; ABSENT: None

LANCASTER HOUSING 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 Public Arts Policy and congratulated Jason Caudle for Council's approval of his contract. A video highlighting the completion of the work done on Avenue I 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:

Adriane Holmes – discussed her history in the City, discussed opening a skate park in the City and discussed specific locations where she believes it would be successful.

Discussion took place regarding the plan to establish a skate park in the City.

David Paul – discussed Veteran's Day events and his interactions with a homeless individual.

Vianna Friss – discussed the need for a bus bench on Fern Avenue.

Lida Abramian – discussed an incident at the LPAC.

Mr. Martinez – discussed trash in the city and the use of the bag tax towards trash clean up.

Discussion took place regarding how funds for the bag tax are appropriated.

Fran Sereseres – discussed the skate park; discussed issues senior citizens face and discussed the progress on the senior center improvements.

LANCASTER CITY COUNCIL/ SUCCESSOR AGENCY/
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COUNCIL COMMENTS

Mayor Parris stated an aggressive plan to place cameras throughout the city will be taking place and requested input from the community prior to the cameras being installed. Mayor Parris discussed growing the community and working with our newly elected representatives.

Council Member Underwood-Jacobs discussed her recent invitation and visit to the White House.

ADJOURNMENT

Council Member Mann stated the City Council meeting will be adjourned in memory of Mike Dispenza and Walter “Walt” Byron Troth.

Mike Dispenza served on the Palmdale City Council from 1999 to 2016; and he owned and operated the Mike Dispenza State Farm Agency in Palmdale for 40 years. Mike was involved with the community in a variety of ways serving as president of the Antelope Valley Underwriters; co-founding the Palmdale Education Foundation; co-chairing three Antelope Valley Board of Trade business outlook conferences; and founding the Palmdale Sheriff’s Boosters. Mike Dispenza touched the lives of many people in the Antelope Valley and will be missed by his family, friends and the community.

Walter “Walt” Byron Troth served as a member on the first Lancaster Planning Commission when Lancaster was incorporated in 1977, and helped establish the City’s first General Plan. Walt also served as a Director for the Antelope Valley Fair from 1982 to 1990. He was a very active committed member of the community who gave generously with his time and energy to improve life in Lancaster. Walter “Walt” Byron Troth will be greatly missed, and leaves behind a great legacy for his family, friends, and the community.

Mayor/Chair Parris adjourned the meeting at 6:54 p.m. and stated the next City Council/Successor Agency/Financing/Power/California Choice Energy Authority meeting will be held on Tuesday, December 11, 2018 at 5:00 p.m.

LANCASTER CITY COUNCIL/ SUCCESSOR AGENCY/
FINANCING/POWER/CALIFORNIA CHOICE ENERGY AUTHORITY
MINUTES
November 13, 2018

PASSED, APPROVED and ADOPTED this 11th day of December, 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: December 11, 2018
To: Mayor Parris and City Council Members
From: Pam Statsmann, Finance Director
Subject: **Check Registers – October 28, 2018 through November 10, 2018**

CC 2
12/11/18
MVB

Recommendation:

Approve the Check Registers as presented.

Fiscal Impact:

\$ 3,620,579.10 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.:	7399141-7399769	\$ 3,154,125.27
ACH/Wire Check Nos.:	101010198-101010209	<u>\$ 466,453.83</u>
		\$ 3,620,579.10
Voided Check No.:	N/A	
Voided ACH/Wire No.:	N/A	

PS:sp

Attachments:

Check Register
ACH/Wire Register

City of Lancaster Check Register



From Check No.: 101010198 - To Check No.: 101010209
 From Check Date: 10/28/18 - To Check Date: 11/10/18

Printed: 11/15/2018 16:21

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
101010198	07732	3 PHASES RENEWABLES INC	LCE-09/18-RESOURCE CAPACITY	59,220.00	490 4250653	59,220.00
101010199	04867	CITY OF LANCASTER-PARKS	FOD-PETTY CASH-CORN	800.00	101 4649563	800.00
101010200	01708	BLUE CROSS OF CALIFORNIA	11/18-EMPLOYEE HEALTH INS	98,257.37	101 2166110 101 2166115 101 2166120 109 1101000	62,612.11 12,702.10 15,463.32 7,479.84
				<u>98,257.37</u>		<u>98,257.37</u>
101010201	01708	BLUE CROSS OF CALIFORNIA	11/18-RETIREE HEALTH INS	62,894.13	109 1101000	62,894.13
101010202	04867	CITY OF LANCASTER-PARKS	FOD-CHANGE FUND	2,400.00	101 1020004	2,400.00
101010203	01550	KAISER FOUNDATION HEALTH PLAN	11/18-EMPLOYEE HEALTH INS	217,201.62	101 2166130 101 2166130 109 1101000	1,562.86 199,185.06 16,453.70
				<u>217,201.62</u>		<u>217,201.62</u>
101010204	00370	CITY OF LANCASTER/PETTY CASH	PETTY CASH DRAW	900.00	101 1020000	900.00
101010205	08722	COMBINED INS CO OF AMERICA	11/18-EMPLOYEE CHUBB	3,241.65	101 2170217 101 4410121	3,241.96 (0.31)
				<u>3,241.65</u>		<u>3,241.65</u>
101010206	08721	MASSMUTUAL LIFE INSURANCE CO	11/18-EMPLOYEE WHOLE LIFE INS	1,392.61	101 2170218 101 4410121	1,392.42 0.19
				<u>1,392.61</u>		<u>1,392.61</u>
101010207	05228	METLIFE	11/18-VISION INSURANCE	6,308.35	101 2166150 101 2166155 101 4410121 109 1101000	4,089.15 408.94 (2.28) 1,812.54
				<u>6,308.35</u>		<u>6,308.35</u>
101010208	07280	MARIN CLEAN ENERGY	12/18-CCEA-RA	4,092.00	491 4250001E	4,092.00
101010209	09046	SAN GORGONIO FARMS INC	10/18-ENERGY CAPACITY	9,746.10	491 4250001E	9,746.10

Chk Count 12

Check Report Total 466,453.83

City of Lancaster Check Register



From Check No.: 7399141 - To Check No.: 7399769
 From Check Date: 10/28/18 - To Check Date: 11/10/18

Printed: 11/15/2018 16:33

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
7399141	00107	A V PRESS	SUBSCRIPTION RNWL-ACCT 0019750	229.95	101 4305205	229.95
7399142	00107	A V PRESS	PAC-09/18 ADVERTISING	1,647.55	101 4650205	1,647.55
7399143	09165	ALMOST CLASSY MUSIC	FOD-ALMOST CLASSY-11/03/18	3,000.00	101 4649563	3,000.00
7399144	C4080	AVRIT, BRITT	BA-PR DM-CARLSBAD-10/25-26/18	106.50	101 4220256	106.50
7399145	C4080	AVRIT, BRITT	BA-PR DM-PCFC GRVE-11/01-03/18	114.00	101 4220256	114.00
7399146	08919	BABE INC	BAL-DENNIS DEYOUNG-11/02/18	16,250.00	101 4650318	16,250.00
7399147	07381	BULLOCK, AMY	FOD-AMY BULLOCK-11/03/18	400.00	101 4649563	400.00
7399148	D0919	CA BUILDING STANDARDS	JUL-SEPT 2018-GREEN BLDG FEES	498.60	251 2170000	554.00
					251 3201120	(55.40)
				<u>498.60</u>		<u>498.60</u>
7399149	D1872	CA WATER ENVIRONMENTAL ASSN	MT-MEMBERSHIP RENEWAL	92.00	101 4220311	92.00
7399150	D1872	CA WATER ENVIRONMENTAL ASSN	BS-MEMBERSHIP RENEWAL	188.00	101 4220311	188.00
7399151	D1872	CA WATER ENVIRONMENTAL ASSN	DS-MEMBERSHIP RENEWAL	188.00	101 4220311	188.00
7399152	D1872	CA WATER ENVIRONMENTAL ASSN	MA-MEMBERSHIP RENEWAL	188.00	101 4220311	188.00
7399153	C2060	CA WATER SERVICE COMPANY	09/12/18-10/12/18 WATER SVC	1,089.60	482 4636654	1,089.60
7399154	09060	CHAVEZ, INESSA	CLAIM #039-18 SETTLEMENT	6,655.00	109 4430300	6,655.00
7399155	05510	CITY OF LANCASTER	PR-610 W AVE I-HNR1/TTM 74965	4,446.66	361 45419051	4,446.66
7399156	05510	CITY OF LANCASTER	PR-610 W AVE I-HNR1/TTM 74965	4,737.16	361 45419051	4,737.16
7399157	05510	CITY OF LANCASTER	PR-610 W AVE I-HNR1/TTM 74965	4,943.80	361 45419051	4,943.80
7399158	C4924	D'ERRICO, LEE	LE-MEDICAL REIMBURSEMENT	674.98	101 4220260	674.98
7399159	A6282	DANCIN IN ACTON	TCKT PRCDS-DANCN ACTN-10/06/18	12,059.00	101 2107000	24,162.25
					101 3405127	(4,069.26)
					101 3405300	(5,028.00)
					101 3405302	(645.84)
					101 3405303	(1,553.15)
					101 3405304	(62.00)
					101 3405306	(745.00)
				<u>12,059.00</u>		<u>12,059.00</u>

City of Lancaster Check Register



From Check No.: 7399141 - To Check No.: 7399769

From Check Date: 10/28/18 - To Check Date: 11/10/18

Printed: 11/15/2018 16:33

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
7399160	D3792	DEFALCO, CATHY	CD-PR DM-SAN JOSE-11/07-09/18	165.00	490 4250201	165.00
7399161	5062	DEPT OF CNSRVTN-ADMIN SRV ACCT	JUL-SEPT 2018-STRNG MOTION FEE	1,843.29	101 2172000 101 2172000 101 3588100	(15.00) 1,956.10 (97.81)
				<u>1,843.29</u>		<u>1,843.29</u>
7399162	07715	E C M C	LEVY PROCEEDS	58.06	101 2159000	58.06
7399163	08551	EMPLOYMENT DEVELOPMENT DEPT	EARNINGS WITHHOLDING ORDER	50.00	101 2159000	50.00
7399164	02108	FRANCHISE TAX BOARD	W/H ORDER-367746102466805057	11.50	101 2177001	11.50
7399165	02108	FRANCHISE TAX BOARD	TAX WITHHOLDING ORDER	60.00	101 2159000	60.00
7399166	05422	L A CO SHERIFF'S DEPT	CASE #M-1502-CL-20260	9.77	101 2159000	9.77
7399167	D3448	L A CO SHERIFF'S DEPT	FILE #3631104150058	125.00	101 2159000	125.00
7399168	D3448	L A CO SHERIFF'S DEPT	FILE #3631801190021	300.00	101 2159000	300.00
7399169	D3448	L A CO SHERIFF'S DEPT	CASE #16A17506	457.55	101 2159000	457.55
7399170	C3710	MARTINEZ, RONNIE	RM-REIMB-CLASS A LICENSE FEE	45.00	101 4220311	45.00
7399171	08437	PERFECT WORLD ENTERTAINMENT	FOD-GROOVELINE-11/03/18	3,510.75	101 4649563 402 2177000	3,775.00 (264.25)
				<u>3,510.75</u>		<u>3,510.75</u>
7399172	08439	ROBERTSON, JAMES L	BOO-TRAINS/OPERATORS-10/27/18	1,500.00	101 4649561	1,500.00
7399173	1966	SECRETARY OF STATE	CA-NOTARY TRAINING FEE	40.00	361 4541213	40.00
7399174	09031	SLIFE, CATHERINE	CASE #BD455957	475.00	101 2159000	475.00
7399175	03154	SO CA EDISON	08/21/18-10/19/18 ELECTRIC SVC	191.36	363 4542770 482 4636652 484 4755652	(50.75) 217.00 25.11
				<u>191.36</u>		<u>191.36</u>
7399176	03154	SO CA EDISON	09/14/18-10/23/18 ELECTRIC SVC	11,945.35	101 4240902 101 4632652 101 4633652 101 4634652 203 4636652 321 15ST026924 482 4636652 483 4785652 483 4785660	433.38 2,562.96 4,401.66 4,120.49 24.31 28.76 301.37 31.27 41.15
				<u>11,945.35</u>		<u>11,945.35</u>

City of Lancaster Check Register



From Check No.: 7399141 - To Check No.: 7399769

From Check Date: 10/28/18 - To Check Date: 11/10/18

Printed: 11/15/2018 16:33

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
7399177	1907	SO CA GAS COMPANY	09/14/18-10/24/18 GAS SVC	4,349.75	101 4631655	1,837.20
					101 4632655	293.22
					101 4633655	1,761.48
					101 4634655	34.75
					101 4635655	48.10
					101 4650655	304.79
					101 4651655	70.21
				4,349.75		4,349.75
7399178	C2555	TIME WARNER CABLE	10/09-11/08/18-BASIC TV	28.53	101 4315651	28.53
7399179	C2555	TIME WARNER CABLE	10/17-11/16/18-PRA INFO DESK	54.55	101 4315651	54.55
7399180	C2555	TIME WARNER CABLE	11/18-TV SERVICE-CITY MNGR+3	90.26	101 4315651	90.26
7399181	09190	TONGATE, TYLER W	RFND-PRKNG CIT #33008251	76.00	101 3310200	76.00
7399182	C8046	U S DEPT OF EDUCATION	LEVY PROCEEDS	489.40	101 2159000	489.40
7399183	D3370	VERIZON WIRELESS	IPAD CASES	2,808.26	101 4315302	2,808.26
7399184	D3370	VERIZON WIRELESS	09/18-IPAD SERVICE	3,415.33	101 4315651	3,415.33
7399185	C6406	WELLS, KATHY	KA-PR DM-SAN JOSE-11/07-09/18	165.00	490 4250201	165.00
7399186	D3730	WHITE, GARRETT K	GW-REIMB-CLASS A LICENSE RNWL	45.00	101 4220311	45.00
7399187	06092	WILLIAM MORRIS ENDEAVOR ENTMNT	DEP-DENNIS DEYOUNG-11/02/18	13,750.00	101 4650318	13,750.00
7399188	02071	A G SOD FARMS INC	OMP-SOD	507.36	101 4634404	507.36
7399189	C0077	A V E K	NSC-09/18-BACTERIOLOGICAL TEST	20.00	101 4635301	20.00
7399190	01039	A V FORD LINCOLN MERCURY	TRNS LVR-EQ3757	69.98	203 4752207	69.98
7399191	03854	A V JANITORIAL SUPPLY	JRP-BATHROOM SIGNS/TWL DISPNSR	234.82	101 4631406	234.82
			LMS-JANITORIAL SUPPLIES	1,137.71	101 4632406	1,137.71
			LMS-JANITORIAL SUPPLIES	289.08	101 4632406	289.08
			JANITORIAL SUPPLIES	896.64	101 4633406	896.64
			AHP-SOAP DISPENSER INSTALLATN	123.19	101 4631402	123.19
			JANITORIAL SUPPLIES	683.01	101 4633406	683.01
				3,364.45		3,364.45
7399192	D0949	A V OPTOMETRIC CENTER	MA-PROGRESSIVE SAFETY LENSES	200.00	101 4320301	200.00
			TH-PROGRESSIVE SAFETY LENSES	200.00	101 4320301	200.00
				400.00		400.00
7399193	00498	A V SPORTS & GRAPHICS	JERSEYS(350)	5,185.61	101 4641251	5,185.61
7399194	09198	ABOVE THE TOP PARTY RNTLS/SVCS	EMP GALA-DECOR RENTALS	4,751.08	101 4649225	4,751.08

City of Lancaster Check Register



From Check No.: 7399141 - To Check No.: 7399769

From Check Date: 10/28/18 - To Check Date: 11/10/18

Printed: 11/15/2018 16:33

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
7399195	C4724	ACTIVE NETWORK LLC	THERMAL RECEIPT PRINTERS(4)	1,540.77	101 4315291	1,540.77
7399196	05445	ADELMAN BROADCASTING, INC	PAC-09/18 ADS-BIG BAD VOODOO	360.00	101 4650205	360.00
			PAC-10/18 ADS-STARSHIP	510.00	101 4650205	510.00
			PAC-10/18 ADS-STARSHIP	360.00	101 4650205	360.00
			PAC-10/18 ADS-CIRQUE MECHANICS	232.00	101 4650205	232.00
			PAC-10/18 ADS-AMAZING BUBBLEMN	112.00	101 4650205	112.00
				<u>1,574.00</u>		<u>1,574.00</u>
7399197	C8745	ADVANCE ELECTRIC	EDP-LIGHTING REPAIRS	975.00	101 4631402	975.00
			PHOTOCELL REPLACEMENTS	700.00	482 4636462	700.00
				<u>1,675.00</u>		<u>1,675.00</u>
7399198	07741	AGRI-TURF DISTRIBUTING LLC	LMS-RYEGRASS(10 PALLETS)	796.61	101 4632404	796.61
7399199	A8728	ALL THINGS ENGRAVABLE	SOL-TROPHIES/DJ	907.00	101 4649568	907.00
			PLAQUES(31)	604.44	101 4641251	604.44
				<u>1,511.44</u>		<u>1,511.44</u>
7399200	D1663	AMERICAN IRON WORK	TBP-BENCH REPAIRS	280.00	101 4631402	280.00
			NSC-FENCE REPAIRS	994.75	101 4635402	994.75
				<u>1,274.75</u>		<u>1,274.75</u>
7399201	D3147	AMERICAN PLUMBING SERVICES,INC	OMP-OUTSIDE FAUCET REPAIR	480.53	207 4634402	480.53
7399202	D3188	AMERICAN RED CROSS	FIRST AID/CRP CLASS(8 STUDNTS)	224.00	101 4642301	224.00
7399203	04190	AMERIPRIDE SERVICES	UNIFORM CLEANINGS	59.08	101 4753209	59.08
7399204	02693	ANDY GUMP, INC	RDP-FENCE RNTL-10/05-11/01/18	33.51	101 4634602	33.51
			SOL-FENCE RENTAL-09/05-30/18	24,017.05	101 4649568	24,017.05
			SOL-FENCE RENTAL-10/01-28/18	153.30	101 4649568	153.30
			PDW-FENCE RNTL-10/12-11/08/18	243.09	224 11GS011924	243.09
			HP-FENCE RNTL-10/18-11/14/18	17.74	101 4634602	17.74
				<u>24,464.69</u>		<u>24,464.69</u>
7399205	08992	ARC DOCUMENT SOLUTIONS LLC	DOCUMENT COPYING SERVICES	52.47	206 12ST036924	52.47
7399206	07452	ASSAD, DANA D	CLAIM #040-15/CLGL-1346A1	648.50	109 4430300	648.50
			CLAIM #040-15/CLGL-1346A1	715.10	109 4430300	715.10
			CLAIM #027-17/CLGL-1384A1	361.25	109 4430300	361.25
				<u>1,724.85</u>		<u>1,724.85</u>
7399207	05187	ATKINSON MASONRY	20TH W-LANDSCAPING SVCS	1,925.00	482 4636462	1,925.00
7399208	09181	AYALA, EMERSON	POWWOW-PERF-10/20/18	100.00	101 4653251	100.00
7399209	D0879	B'S EMBROIDERY ETC	OMP-UNIFORM HATS(13)	213.53	101 4634209	213.53
			NSC-UNIFORM POLOS(7)	206.96	101 4635209	206.96
				<u>420.49</u>		<u>420.49</u>

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7399210	03485	BAKERSFIELD TRUCK CENTER	LATCH ASSY HOOD-EQ3828 LATCH ASSY HOOD-EQ3828	124.40 124.40 <u>248.80</u>	484 4752207 484 4752207	124.40 124.40 <u>248.80</u>
7399211	C0586	BLACKWELL, JIMMY	10/18-SPORTS OFFICIAL	84.00	101 4641308	84.00
7399212	D3303	BORCHARD FARMS	BOO-PUMPKINS/DELIVERY	2,100.00	101 4649561	2,100.00
7399213	06799	BRAUN BLAISING SMITH WYNNE PC	09/18-LCE-LEGAL CONSULTING	32,212.75 <u>32,212.75</u>	101 4100303 490 4250303	1,501.00 <u>30,711.75</u> 32,212.75
7399214	06351	C T WEST, INC	MONITORS(5)	3,339.75	483 4785461	3,339.75
7399215	D2438	CALIFORNIA CONSULTING, INC	10/18-GRANT WRITING SERVICES	2,450.00	104 4631402	2,450.00
7399216	C0914	CAMPBELL II, EDWARD LEE	10/18-SPORTS OFFICIAL	897.00	101 4641308	897.00
7399217	06020	CANON FINANCIAL SERVICES, INC	11/18 COPIER LEASE	2,446.69 <u>2,446.69</u>	101 4410254 101 4410254 101 4410254	187.18 306.56 <u>1,952.95</u> 2,446.69
7399218	08940	CARQUEST	SHIFT LVR/BSHNGS-EQ3757	54.18	203 4752207	54.18
7399219	04636	CAYENTA/N HARRIS COMPUTER CORP	10/18-CMS CAYENTA TAX FORMS	4,007.15 306.86 <u>4,314.01</u>	101 4315302 101 4315301	4,007.15 306.86 <u>4,314.01</u>
7399220	03475	CLARK AND HOWARD	STORAGE CONTAINER TOW TOWING FEE-EQ3351	375.00 150.00 <u>525.00</u>	101 4631402 484 4755207	375.00 150.00 <u>525.00</u>
7399221	06554	COMMUSA	BATTERIES/DUST COVERS	796.96 <u>796.96</u>	101 4634413 101 4635413	398.48 <u>398.48</u> 796.96
7399222	00794	CORRALES, RUDY	10/18-SPORTS OFFICIAL	92.00	101 4641308	92.00
7399223	04677	D C F SOILS	HP-TOPPER MULCH(20 YDS)	481.80	101 4634404	481.80
7399224	04067	DELL MARKETING L P	DELL WARRANTY EXTENSION EOL TAGS WARRANTY RENEWAL	2,022.34 1,721.88 <u>3,744.22</u>	101 4315302 101 4315302	2,022.34 <u>1,721.88</u> 3,744.22
7399225	00414	DESERT LOCK COMPANY	PBP-LOCK REPAIR NSC-LOCK REPAIRS WHP-LOCK REPAIR WCP-LOCK GUARD INSTALLATION	116.47 65.00 198.26 78.09 <u>457.82</u>	101 4631402 101 4635402 101 4631402 101 4631402	116.47 65.00 198.26 <u>78.09</u> 457.82

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7399226	08329	E C S IMAGING INC	PRJCT MANAGEMENT/CONSLTNG SVCS	1,293.75	109 4110301	1,293.75
7399227	C0293	EAST, MARY PAULINE	10/18-CONTRACT SERVICES	1,325.00	101 4601308	1,325.00
7399228	05665	EGGERTH, DARRELL	10/18-SPORTS OFFICIAL	437.00	101 4641308	437.00
7399229	06533	ENNIS-FLINT, INC.	STREET MARKING WARNINGS	4,494.86	203 4785454	4,494.86
7399230	06857	ENTERTAINMENTMAX, INC	CMMSSNS-CIRQUE MCHNCS-10/19/18	1,500.00	101 4650301	1,500.00
7399231	07197	ESPRITT, JA VAUGHN	10/18-SPORTS OFFICIAL	180.00	101 4641308	180.00
7399232	C9406	ESTES, MAURICE (WH)	10/18-SPORTS OFFICIAL	46.00	101 4641308	46.00
			FTB ORDER TO WITHHOLD	(11.50)	101 2177001	(11.50)
			W/H ORDER FEE	(2.50)	101 3601100	(2.50)
				<u>32.00</u>		<u>32.00</u>
7399233	00617	FEDERAL EXPRESS CORPORATION	EXPRESS MAILINGS	118.21	101 4770212	65.89
					101 4783212	31.40
					349 4785301	20.92
				<u>118.21</u>		<u>118.21</u>
7399234	09183	FLORES, VIVIAN	POWWOW-PERF-10/20/18	100.00	101 4653251	100.00
7399235	D0315	FREGOSO, PHYLLIS	11/18-STANDARD RETAINER	8,300.00	101 4600301	8,300.00
7399236	02025	G & F LIGHTING SUPPLY CO.	OVERPASS LIGHT FIXTURES	2,550.35	483 4755665	2,550.35
7399237	09195	GARCIA, ANNETTE A	10/18-SPORTS OFFICIAL	50.00	101 4641308	50.00
7399238	08968	GOTIME CONTROL INC	OMP-TENNIS COURT LIGHT PROJECT	8,139.05	104 4631402	8,139.05
7399239	02585	HARRELL, BARON	10/18-SPORTS OFFICIAL	855.00	101 4641308	855.00
7399240	819	HERC RENTALS INC	SOL-FORKLIFT RENTALS	671.86	101 4649568	671.86
			SOL-GENERATOR/LIGHT RNTLS	2,614.66	101 4649568	2,614.66
			SOL-GENERATOR/LIGHT RNTLS	1,330.21	101 4649568	1,330.21
			SOL-GENERATOR/LIGHT RENTALS	728.14	101 4649568	728.14
			SOL-GENERATOR/LIGHT RENTALS	1,621.75	101 4649568	1,621.75
			SOL-LIGHT RENTALS	314.42	101 4649568	314.42
			SOL-GENERATOR/LIGHT RNTLS	1,174.95	101 4649568	1,174.95
			MOAH-SCISSOR LIFT RNTL	423.10	101 4653602	423.10
				<u>8,879.09</u>		<u>8,879.09</u>
7399241	09184	HERNANDEZ, DANNY ANGEL	POWWOW-PERF-10/21/18	100.00	101 4653251	100.00
7399242	C4032	HOUSING RIGHTS CENTER	08/18-FAIR HOUSING PROGRAM	2,836.84	361 4541301	2,836.84
7399243	08926	INDUSTRIAL TECHNICAL SERVICES	STREET SIGNAL MAINTENANCE	1,500.00	485 4755301	1,500.00
7399244	08542	INFRASTRUCTURE ENGR CORP	CP17020-AVE I CORRDR IMPRVMENTS	1,435.00	209 15ST042924	1,435.00

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7399245	09070	INSIGHT NORTH AMERICA LLC	06/18-INVESTMENT ADVISORY SRVC 07/18-INVESTMENT ADVISORY SRVC 08/18-INVESTMENT ADVISORY SRVC 09/18-INVESTMENT ADVISORY SRVC	2,667.62 2,713.25 2,761.19 2,764.46 <u>10,906.52</u>	101 3501110 101 3501110 101 3501110 101 3501110	2,667.62 2,713.25 2,761.19 2,764.46 <u>10,906.52</u>
7399246	A2594	INTERSTATE BATTERY SYS OF A V	BATTERY-EQ2380	109.74	480 4755207	109.74
7399247	09185	JENKINS IV, DOUGLAS H	POWWOW-PERF-10/21/18	100.00	101 4653251	100.00
7399248	07696	JOHNSON, DONALD	10/18-SPORTS OFFICIAL	200.00	101 4641308	200.00
7399249	01419	JOHNSTONE SUPPLY	LUC-BELTS(16) LUC-BELTS(2)	150.34 10.93 <u>161.27</u>	101 4633403 101 4633403	150.34 10.93 <u>161.27</u>
7399250	D1903	KERN MACHINERY INC-LANCASTER	TIRE/V-BELT-EQ5611 CBL TRNS SHFT-EQ5842 OMP-GATOR KEYS(6) CPC-BACKPACK BLOWER OMP-FUEL CAP-EQ5846 NSC-HYDRAULIC FLUID FUEL PUMP-EQ3406	265.87 173.68 32.39 547.45 19.08 98.00 150.04 <u>1,286.51</u>	101 4635207 101 4632207 101 4634207 101 4631404 101 4635207 101 4635207 203 4752207	265.87 173.68 32.39 547.45 19.08 98.00 150.04 <u>1,286.51</u>
7399251	1203	LANCASTER PLUMBING SUPPLY	LUC-PLUMBING SUPPLIES CLOSET KIT	100.10 29.42 <u>129.52</u>	101 4633403 101 4635403	100.10 29.42 <u>129.52</u>
7399252	D3426	LAW OFFICES CHRISTOPHER RAMSEY	CLAIM #040-15/CLGL-1346A1	19,902.00	109 4430300	19,902.00
7399253	D1736	LEVEL 3 COMMUNICATIONS LLC	10/18-INTERNET/DATA-#50041351	4,911.15	101 4315651	4,911.15
7399254	D3390	LOPEZ, JOE	10/18-SPORTS OFFICIAL	138.00	101 4641308	138.00
7399255	1300	M M A S C	MEMBERSHIP RENEWAL	85.00	101 4300206	85.00
7399256	03130	MARTIN & CHAPMAN CO.	WALL CALENDARS(6)	18.86	101 4210259	18.86
7399257	05457	MAULDIN JR, LEO	10/18-SPORTS OFFICIAL	1,258.00	101 4641308	1,258.00
7399258	C1198	MC PHERSON CONSULTING	SECURITY SYSTEMS CODE WIRELESS CAMERA	562.50 189.00 <u>751.50</u>	101 4633402 101 4633403	562.50 189.00 <u>751.50</u>
7399259	08086	MGT OF AMERICA CONSULTING LLC	50% OF SB90 CLAIM	2,695.00	101 4410301	2,695.00
7399260	01184	MONTE VISTA CAR WASH	CAR WASHES(17)	278.50	101 4315207 101 4410207 101 4545207 101 4545207	14.50 14.50 15.50 15.50

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					101 4647207	14.50
					101 4647207	15.50
					101 4647207	15.50
					101 4753207	15.50
					101 4770207	14.50
					101 4783207	14.50
					101 4783207	15.50
					101 4800207	14.50
					101 4800207	14.50
					101 4800207	14.50
					203 4752207	14.50
					203 4752207	15.50
					203 4752207	19.50
					203 4752207	20.00
				278.50		278.50
7399261	05773	MORRISON WELL MAINTENANCE	NSC-09/18-BACTERIOLOGICAL TEST	1,015.00	101 4635301	1,015.00
7399262	C8944	MSC INDUSTRIAL SUPPLY CO	MAINTENANCE SUPPLIES	845.81	101 4753214	845.81
			MAINTENANCE SUPPLIES	48.71	101 4753214	48.71
				894.52		894.52
7399263	08562	NAPA AUTO PARTS	OIL FILLER CAP-EQ4361	11.98	203 4785207	11.98
			AIR FILTERS(3)-EQ3773	42.41	203 4752207	42.41
			STARTER-EQ5845	179.27	101 4634207	179.27
			BRK RTR/BRK PADS-EQ3839	163.57	203 4752207	163.57
			BRK PDS/PN BSHNG KIT-EQ7603	46.13	101 4761207	46.13
			LAMP-EQ5601	28.55	101 4647207	28.55
			RADIATOR CAP-EQ3999	6.23	203 4752207	6.23
				478.14		478.14
7399264	09187	NEW CHARACTER	POWWOW-PERF-10/21/18	100.00	101 4653251	100.00
7399265	03762	OFFICE DEPOT	PENS	7.98	101 4761259	7.98
			STAMPS(3)	136.95	101 4762259	136.95
			POST IT NOTES	21.62	101 4761259	21.62
			FILE POCKETS	163.79	101 4762259	163.79
			FILE JACKETS	57.59	101 4770259	57.59
			FOLDERS	45.98	101 4770259	45.98
				433.91		433.91
7399266	08763	OLIVER, DAKOTA	10/18-SPORTS OFFICIAL	84.00	101 4641308	84.00
7399267	C7808	OPSEC SPECIALIZED PROTECTION	CH-10/18-SECURITY SVCS	1,800.00	101 4633301	1,800.00
7399268	05741	P P G ARCHITECTURAL FINISHES	OMP-PAINT/CLOTHS	50.32	101 4634404	50.32
			OMP-DRINKING FOUNTAIN PAINT	45.94	101 4634404	45.94
			NSC-FIELD PAINT	1,060.62	101 4635404	1,060.62
			NSC-FIELD STRIPING	99.86	101 4635404	99.86
				1,256.74		1,256.74
7399269	06984	PACIFIC DESIGN & INTEGRATION	10/18-BROADCAST MTNG SERVICES	4,581.00	101 4305296	4,581.00

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7399270	D1916	PARCELQUEST	10/18-09/19-GIS DATA	8,400.00	101 4315302	8,400.00
7399271	05998	PAVING THE WAY FOUNDATION	CMMNTY SPPRT/GOOD CTZNSHP PRGM	5,500.00	101 4820301	5,500.00
7399272	05499	PENSKE TRUCK LEASING CO LP	MOAH-VAN RENTAL-10/09-10/18	745.50	101 4653602	745.50
7399273	05602	PETROLEUM EQUIPMENT CONST SRV	09/18-DESIGNATED OPERATOR INSP	125.00	101 4753402	125.00
7399274	08967	PIONEER ATHLETICS	NSC-FIELD PAINT	1,543.96	101 4635404	1,543.96
7399275	07287	PRINTING BOSS	NSC-FIELD SIGNS(10)	273.75	101 4635404	273.75
7399276	06874	PRINTS4LIFE	FOD-SHIRTS(114)	1,121.28	101 4649563	1,121.28
7399277	05864	QUINN COMPANY	ELBOW-EQ3749	29.17	203 4752207	29.17
7399278	06712	RICE, BRIAN S.	10/18-SPORTS OFFICIAL	138.00	101 4641308	138.00
7399279	05943	ROBERTSON'S	CONCRETE	286.52	203 4752410	286.52
7399280	D3947	S G A CLEANING SERVICES	EDP-URINAL REPLACEMENT	548.00	101 4631402	548.00
			BLVD-BANNERS REPLACEMENT	435.00	101 4631402	435.00
			LMS-PRESSURE WASHING	485.00	101 4632402	485.00
			AHP-GRAFFITI RMVL/RCPTCLE RPRS	497.00	101 4631402	497.00
			LMS-PLUMBING REPAIRS	280.00	101 4632402	280.00
			LMS-IRRIGATION REPAIRS	210.00	101 4632402	210.00
			LUC-FENCING MATERIALS	1,875.00	101 4633404	1,875.00
				<u>4,330.00</u>		<u>4,330.00</u>
7399281	A8260	SAGE STAFFING	EM-PARKS STAFF-10/08-12/18	821.50	101 4600308	821.50
			AM-PUBLIC SFTY STFF-10/08-12/18	357.20	101 4820308	357.20
			SB-FINANCE STAFF-10/08-12/18	930.00	101 4410308	930.00
			AT-LCE STAFF-10/08-12/18	1,011.40	490 4250308	1,011.40
				<u>3,120.10</u>		<u>3,120.10</u>
7399282	C3064	SANTOS, RENALDO	10/18-SPORTS OFFICIAL	1,196.00	101 4641308	1,196.00
7399283	06664	SEA SUPPLY	NSC-JANITORIAL SUPPLIES	1,238.27	101 4635406	1,238.27
			NSC-JANITORIAL SUPPLIES	202.19	101 4635406	202.19
			NSC-JANITORIAL SUPPLIES	1,604.45	101 4635406	1,604.45
				<u>3,044.91</u>		<u>3,044.91</u>
7399284	05934	SHI INTERNATIONAL CORP	HP WORKSTATIONS(19)	28,507.82	109 4315291	28,507.82
			ADAPTERS(20)	3,301.86	109 4315291	3,301.86
				<u>31,809.68</u>		<u>31,809.68</u>
7399285	1894	SIGNS & DESIGNS	NAMEPLATES/FACEPLATES	140.70	101 4761259	114.42
					101 4762259	26.28
				<u>140.70</u>		<u>140.70</u>
7399286	07139	SITEONE LANDSCAPE SUPPLY LLC	HP-FIELD SEED(5 BAGS)	450.07	101 4634404	450.07

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7399287	01816	SMITH PIPE & SUPPLY INC	JRP-IRRIGATION SUPPLIES	351.69	101 4631404	351.69
			JRP-IRRIGATION SUPPLIES	155.40	101 4631404	155.40
			JRP-IRRIGATION SUPPLIES	8.91	101 4631404	8.91
				<u>516.00</u>		<u>516.00</u>
7399288	07553	SMITH, MICHAEL	10/18-SPORTS OFFICIAL	161.00	101 4641308	161.00
7399289	C0674	SOBALVARRO, DAVID	10/18-SPORTS OFFICIAL	276.00	101 4641308	276.00
7399290	09048	SOLUTIONS ELECTRIC	OMP-TENNIS COURT LIGHT PROJECT	5,584.50	104 4631402	5,584.50
7399291	04688	SPARKLETTS	WATER(6-24PKS)	60.28	101 4100205	60.28
7399292	09173	STERNAL, STEVEN	10/18-SPORTS OFFICIAL	322.00	101 4641308	322.00
7399293	D3733	STOTZ EQUIPMENT	OMP-GATOR LIFT ACTUATOR-EQ5844	914.86	101 4634207	914.86
7399294	09029	SUSTAINABLE TURF SCIENCE INC	LMS-FIELD CHEMICALS	1,705.46	101 4632404	1,705.46
7399295	D3585	SWENSON, ERIC MINH	MOAH-FILM SVC-VANGUARD	416.00	101 4653205	416.00
7399296	06220	T R C SOLUTIONS, INC	CP13018-AVE K/SR14 INTERCHANGE	14,482.48	210 15BR004924	14,482.48
			CP13018-AVE K/SR14 INTERCHANGE	16,158.75	210 15BR004924	16,158.75
				<u>30,641.23</u>		<u>30,641.23</u>
7399297	2009	THE TIRE STORE	TIRES(4)-EQ3839	628.96	203 4752207	628.96
7399298	04239	TIM WELLS MOBILE TIRE SERVICE	TIRES(2)/MNT/DSMNT-EQ3773	2,488.98	203 4752207	2,488.98
			OMP-TRAILER RIM/TIRE-EQ5793	25.88	101 4634207	25.88
			FLAT REPAIR-EQ3990	15.00	480 4755207	15.00
			FLAT REPAIR-EQ3998	25.00	480 4755207	25.00
			RDP-GROOMER TIRE-EQ5762	127.59	101 4634207	127.59
				<u>2,682.45</u>		<u>2,682.45</u>
7399299	D3265	ULINE	BULK CONTAINER	139.40	101 4649561	139.40
7399300	08783	UNIFIRST CORPORATION	UNIFORM CLEANINGS	110.49	480 4755209	110.49
7399301	31009	UNIVERSAL ELECTRONIC ALARMS	LUC-10/18-FIRE ALARM	75.00	101 4633301	75.00
			LUC-10/18-SECURITY ALARM	81.00	101 4633301	81.00
				<u>156.00</u>		<u>156.00</u>
7399302	08927	URBAN, CODY	LTV-OUTLOOK LIVE EPISODE	583.33	101 4305296	583.33
7399303	05834	VENCO WESTERN, INC	09/18-IRRIGATION REPAIRS	1,679.47	482 4636404	1,679.47
7399304	09023	VERTEX SURVEY INC	CP17009-5TH ST CRRDR IMPRVMENTS	6,792.50	210 15ST055924	6,792.50
			CP17009-5TH ST CRRDR IMPRVMENTS	7,155.00	210 15ST055924	7,155.00
				<u>13,947.50</u>		<u>13,947.50</u>
7399305	04496	VULCAN MATERIAL WESTERN DIV	COLD MIX	82.89	203 4752410	82.89

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7399306	09189	VULTURES OF VINYL	POWWOW-PERF-10/21/18	100.00	101 4653251	100.00
7399307	C5433	WADE, RICHARD	CARES-ASTRONMY PRSTTN-10/16/18	275.00	101 4648270	275.00
7399308	05087	WALSMA OIL COMPANY	UNLEADED(4925)/DIESEL(2479)	25,583.83	101 1620000	25,583.83
7399309	31026	WAXIE SANITARY SUPPLY	MTNC YD-JANITORIAL SUPPLIES	141.75	203 4752406	141.75
7399310	C5965	WOLF, LAWRENCE	10/18-SPORTS OFFICIAL	69.00	101 4641308	69.00
7399311	09201	XEROX FINANCIAL SERVICES LLC	09/27-10/26/18 LEASE PAYMENT	984.61	101 4410254	984.61
7399312	D3242	ZIMMER, DANIEL	10/18-SPORTS OFFICIAL	805.00	101 4641308	805.00
7399313	A8440	CLUTTER MOTORS	REIMB-SPR 1606-PUBLIC IMPRVMT	400,000.00	209 15ST066924	400,000.00
7399314	C7946	L A CO DEPT ANIMAL CARE&CONTRL	09/18-HOUSING COSTS	116,989.55	101 4820363	116,989.55
7399315	1215	L A CO WATERWORKS	08/16/18-10/22/18 WATER SVC	66,874.85	101 4631654 101 4633654 101 4634654 101 4636402 203 4636654 482 4636654	8,250.00 137.00 27,641.77 1,710.65 6,898.79 22,236.64
				66,874.85		66,874.85
7399316	02357	A V TRANSIT AUTHORITY	OCT-DEC 18-BUS STOP MAINTENNCE 2ND QTR BILLING-FY19	19,800.00 374,666.34	207 4430404 207 4430301 207 4430301	19,800.00 47,879.31 326,787.03
			SEPT 18-ANNUAL SENIOR PASSES	5,250.00	204 4430770 207 4430301	2,625.00 2,625.00
				399,716.34		399,716.34
7399317	09129	FARO TECHNOLOGIES INC	KOPPA TARGETS/TRIPODS(60) 3D SCANNER EQUIPMENT LASER SCANNER(100)/WARRANTY TRIPODS(50)	2,282.23 19,007.43 62,541.99 763.67	101 4100753 101 4100753 101 4100753 101 4100753	2,282.23 19,007.43 62,541.99 763.67
				84,595.32		84,595.32
7399318	A8656	KIMLEY-HORN & ASSOCIATES INC	CDP1310-P/PM SVC-06/30/18-AV K CDP1310-P/PM SVC-07/31/18-AV K CDP1310-P/PM SVC-08/31/18-AV K CDP1310-P/PM SVC-06/30/18-AV M CDP1310-P/PM SVC-07/31/18-AV M CDP1310-P/PM SVC-08/31/18-AV M CDP1310-P/PM SVC-06/30/18-AV G CDP1310-P/PM SVC-07/31/18-AV G CDP1310-P/PM SVC-08/31/18-AV G CDP1310-P/PM SVC-06/30/18-AV J CDP1310-P/PM SVC-07/31/18-AV J CDP1310-P/PM SVC-08/31/18-AV J	3,817.50 3,292.50 8,234.00 3,355.00 3,595.00 8,370.00 2,202.50 2,795.00 7,490.00 5,627.50 3,827.50 7,740.00	210 15BR004924 210 15BR004924 210 15BR004924 210 15BR005924 210 15BR005924 210 15BR005924 210 15BR006924 210 15BR006924 210 15BR006924 210 15BR007924 210 15BR007924 210 15BR007924	3,817.50 3,292.50 8,234.00 3,355.00 3,595.00 8,370.00 2,202.50 2,795.00 7,490.00 5,627.50 3,827.50 7,740.00

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			CDP1310-P/PM SVC-06/30/18-AV	2,455.00	210 15BR008924	2,455.00
			CDP1310-P/PM SVC-07/31/18-AV L	5,507.50	210 15BR008924	5,507.50
			CDP1310-P/PM SVC-08/31/18-AV L	6,582.50	210 15BR008924	6,582.50
				<u>74,891.50</u>		<u>74,891.50</u>
7399319	1916	STRADLING, YOCCA, CARLSON, RAUTH	08/18-LEGAL SERVICES	98,249.01	101 4230303	86.70
					101 4230303	128.05
					101 4230303	202.30
					101 4230303	202.30
					101 4230303	751.40
					101 4230303	1,117.87
					101 4230303	2,641.80
					101 4230303	3,962.20
					101 4230303	4,375.20
					101 4230303	5,767.60
					101 4230303	8,236.50
					101 4230303	8,343.00
					101 4230303	24,531.92
					101 4230303	33,847.80
					490 4250303	317.90
					491 4250303	2,745.50
					811 4100303	56.87
					830 4300303	36.37
					830 4300303	56.43
					833 4300303	59.40
					833 4300303	59.40
					991 4240303	722.50
				<u>98,249.01</u>		<u>98,249.01</u>
7399320	07981	FRABER PROPERTIES II LLC	CP16003-AV SENIOR CTR RENOVATN	63,141.19	261 11BS025924	63,141.19
7399321	07755	1ST ASSEMBLY OF GOD LANCASTER	LCE-NEM 2018 ANNUAL PAYOUT	947.86	490 4250658	947.86
			LCE-NEM 2018 ANNUAL PAYOUT	304.44	490 4250658	304.44
				<u>1,252.30</u>		<u>1,252.30</u>
7399322	L0004	ACHERONTI, RANDY J	LCE-NEM 2018 ANNUAL PAYOUT	105.64	490 4250658	105.64
7399323	L0555	ADAMS, MICHELLE	LCE-NEM 2018 ANNUAL PAYOUT	105.04	490 4250658	105.04
7399324	L0556	AGUILAR, ANITA	LCE-NEM 2018 ANNUAL PAYOUT	87.04	490 4250658	87.04
7399325	L0007	ALBERTO, RUDY	LCE-NEM 2018 ANNUAL PAYOUT	4.64	490 4250658	4.64
7399326	L0557	ALCANTAR, ALFREDO	LCE-NEM 2018 ANNUAL PAYOUT	12.95	490 4250658	12.95
7399327	L0558	ALFARO, JORGE	LCE-NEM 2018 ANNUAL PAYOUT	1.46	490 4250658	1.46
7399328	L0559	AMEZCUA, MELISSA	LCE-NEM 2018 ANNUAL PAYOUT	18.02	490 4250658	18.02
7399329	L0013	ANDERSON, JASON C	LCE-NEM 2018 ANNUAL PAYOUT	80.34	490 4250658	80.34
7399330	L0015	ANDRESEN, CAROL A	LCE-NEM 2018 ANNUAL PAYOUT	257.82	490 4250658	257.82

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7399331	L0019	ARAMBURO, RAFAEL D	LCE-NEM 2018 ANNUAL PAYOUT	163.99	490 4250658	163.99
7399332	L0560	AUBERTIN, DAVID M	LCE-NEM 2018 ANNUAL PAYOUT	26.61	490 4250658	26.61
7399333	L0561	AUGUSTE, LORIE	LCE-NEM 2018 ANNUAL PAYOUT	81.75	490 4250658	81.75
7399334	L0562	AVERY, CHERYL	LCE-NEM 2018 ANNUAL PAYOUT	163.13	490 4250658	163.13
7399335	L0563	AVERY, MICHELLE J	LCE-NEM 2018 ANNUAL PAYOUT	20.36	490 4250658	20.36
7399336	L0564	BAILEY, PATRICIA	LCE-NEM 2018 ANNUAL PAYOUT	217.87	490 4250658	217.87
7399337	L0565	BALLESTERO, SHANE	LCE-NEM 2018 ANNUAL PAYOUT	19.25	490 4250658	19.25
7399338	L0027	BARCUS, ROBERT L	LCE-NEM 2018 ANNUAL PAYOUT	68.60	490 4250658	68.60
7399339	L0566	BARILLAS, HEATHER	LCE-NEM 2018 ANNUAL PAYOUT	37.73	490 4250658	37.73
7399340	L0567	BARNES, JOSHUA	LCE-NEM 2018 ANNUAL PAYOUT	182.97	490 4250658	182.97
7399341	07765	BARR, ROBERT L	LCE-NEM 2018 ANNUAL PAYOUT	291.21	490 4250658	291.21
7399342	L0568	BARRAZA, CRISTINA	LCE-NEM 2018 ANNUAL PAYOUT	16.58	490 4250658	16.58
7399343	L0569	BATCHO, DANIEL E	LCE-NEM 2018 ANNUAL PAYOUT	22.48	490 4250658	22.48
7399344	L0570	BAUMBACH, ANGELA	LCE-NEM 2018 ANNUAL PAYOUT	58.03	490 4250658	58.03
7399345	L0571	BAYLIS, BURDETTE	LCE-NEM 2018 ANNUAL PAYOUT	92.83	490 4250658	92.83
7399346	L0572	BEAR, DANIEL	LCE-NEM 2018 ANNUAL PAYOUT	137.01	490 4250658	137.01
7399347	07767	BEHRMAN, JOSEPH	LCE-NEM 2018 ANNUAL PAYOUT	21.68	490 4250658	21.68
7399348	07769	BENAVIDES, NIDIA	LCE-NEM 2018 ANNUAL PAYOUT	116.90	490 4250658	116.90
7399349	L0036	BERENBACH, BROOKE	LCE-NEM 2018 ANNUAL PAYOUT	117.86	490 4250658	117.86
7399350	L0573	BERUMEN, STACY	LCE-NEM 2018 ANNUAL PAYOUT	108.02	490 4250658	108.02
7399351	L0039	BEST, HEATHER	LCE-NEM 2018 ANNUAL PAYOUT	100.15	490 4250658	100.15
7399352	L0574	BISSELL, JOANNE	LCE-NEM 2018 ANNUAL PAYOUT	98.86	490 4250658	98.86
7399353	L0575	BLAND, JUDY C	LCE-NEM 2018 ANNUAL PAYOUT	45.36	490 4250658	45.36
7399354	L0042	BLUA, ANDRIA	LCE-NEM 2018 ANNUAL PAYOUT	106.85	490 4250658	106.85
7399355	L0043	BODILY, APRIL	LCE-NEM 2018 ANNUAL PAYOUT	18.77	490 4250658	18.77
7399356	L0576	BOGAN, CLAUDIUS	LCE-NEM 2018 ANNUAL PAYOUT	10.61	490 4250658	10.61

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7399357	L0044	BONORRIS, JOSIE	LCE-NEM 2018 ANNUAL PAYOUT	210.05	490 4250658	210.05
7399358	L0577	BORDEAUX, MITQUIESHA	LCE-NEM 2018 ANNUAL PAYOUT	24.26	490 4250658	24.26
7399359	L0045	BOROUGH, RAYMOND	LCE-NEM 2018 ANNUAL PAYOUT	63.46	490 4250658	63.46
7399360	L0578	BOXER, ANTHONY	LCE-NEM 2018 ANNUAL PAYOUT	13.64	490 4250658	13.64
7399361	L0048	BOYER, LISA	LCE-NEM 2018 ANNUAL PAYOUT	222.86	490 4250658	222.86
7399362	L0049	BRADFORD, RICK A	LCE-NEM 2018 ANNUAL PAYOUT	411.91	490 4250658	411.91
7399363	L0579	BROWN, STEPHANIE R	LCE-NEM 2018 ANNUAL PAYOUT	124.34	490 4250658	124.34
7399364	L0580	BROWN, SUSAN M	LCE-NEM 2018 ANNUAL PAYOUT	46.20	490 4250658	46.20
7399365	08671	BRYANT, SHERLYN A	LCE-NEM 2018 ANNUAL PAYOUT	62.36	490 4250658	62.36
7399366	L0054	BUCIO, DONALD	LCE-NEM 2018 ANNUAL PAYOUT	15.17	490 4250658	15.17
7399367	L0581	BUCKHOLZ, DUTCH	LCE-NEM 2018 ANNUAL PAYOUT	161.14	490 4250658	161.14
7399368	L0582	BURDICK, BRIAN	LCE-NEM 2018 ANNUAL PAYOUT	110.45	490 4250658	110.45
7399369	C5287	BYERS, BRANDON J	LCE-NEM 2018 ANNUAL PAYOUT	124.27	490 4250658	124.27
7399370	C3173	CAGE, DOROTHY	LCE-NEM 2018 ANNUAL PAYOUT	10.20	490 4250658	10.20
7399371	L0060	CAMACHO, SANDRA	LCE-NEM 2018 ANNUAL PAYOUT	202.18	490 4250658	202.18
7399372	L0583	CAMARAO, ANTONIO	LCE-NEM 2018 ANNUAL PAYOUT	14.01	490 4250658	14.01
7399373	L0061	CAMPBELL, JOHN	LCE-NEM 2018 ANNUAL PAYOUT	15.23	490 4250658	15.23
7399374	L0584	CAPARULA, GREG	LCE-NEM 2018 ANNUAL PAYOUT	21.75	490 4250658	21.75
7399375	L0585	CARDONA, ANGEL	LCE-NEM 2018 ANNUAL PAYOUT	28.29	490 4250658	28.29
7399376	L0586	CARRILLO, MARINA	LCE-NEM 2018 ANNUAL PAYOUT	3.32	490 4250658	3.32
7399377	07776	CARTER, LISA	LCE-NEM 2018 ANNUAL PAYOUT	189.63	490 4250658	189.63
7399378	L0587	CASEY, GREGORY	LCE-NEM 2018 ANNUAL PAYOUT	14.05	490 4250658	14.05
7399379	L0588	CASTRO, MIKE	LCE-NEM 2018 ANNUAL PAYOUT	123.68	490 4250658	123.68
7399380	L0069	CERDA, ELISEO	LCE-NEM 2018 ANNUAL PAYOUT	32.35	490 4250658	32.35
7399381	L0070	CERVANTEZ, MARLON	LCE-NEM 2018 ANNUAL PAYOUT	78.20	490 4250658	78.20
7399382	L0071	CHASE, JOSHUA	LCE-NEM 2018 ANNUAL PAYOUT	146.22	490 4250658	146.22

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7399383	L0072	CHATERS, DIANE	LCE-NEM 2018 ANNUAL PAYOUT	43.04	490 4250658	43.04
7399384	L0589	CISNEROS, JAMES	LCE-NEM 2018 ANNUAL PAYOUT	42.06	490 4250658	42.06
7399385	L0590	CLAPP, JUDY	LCE-NEM 2018 ANNUAL PAYOUT	58.16	490 4250658	58.16
7399386	L0077	CLARKE, CHRISTOPHER J	LCE-NEM 2018 ANNUAL PAYOUT	66.90	490 4250658	66.90
7399387	L0591	CLELAND, DAVID	LCE-NEM 2018 ANNUAL PAYOUT	12.45	490 4250658	12.45
7399388	L0592	COLEY, JIM	LCE-NEM 2018 ANNUAL PAYOUT	38.21	490 4250658	38.21
7399389	L0593	COOPER, GARY	LCE-NEM 2018 ANNUAL PAYOUT	93.41	490 4250658	93.41
7399390	L0594	COOPER, GWENDOLYN M	LCE-NEM 2018 ANNUAL PAYOUT	32.68	490 4250658	32.68
7399391	07781	COSTALES, JERRI	LCE-NEM 2018 ANNUAL PAYOUT	167.24	490 4250658	167.24
7399392	L0092	CRATON, GARY	LCE-NEM 2018 ANNUAL PAYOUT	59.45	490 4250658	59.45
7399393	L0595	CRAWFORD, CATHERINE	LCE-NEM 2018 ANNUAL PAYOUT	28.96	490 4250658	28.96
7399394	07783	CRIST, PERELLA	LCE-NEM 2018 ANNUAL PAYOUT	276.92	490 4250658	276.92
7399395	07784	CROWICK, BIANCA	LCE-NEM 2018 ANNUAL PAYOUT	337.98	490 4250658	337.98
7399396	L0596	CRUZ, VICTOR L JR	LCE-NEM 2018 ANNUAL PAYOUT	162.69	490 4250658	162.69
7399397	L0094	CUMMINGS, JUANITA	LCE-NEM 2018 ANNUAL PAYOUT	135.24	490 4250658	135.24
7399398	L0597	DANIELS, ARTHUR O JR	LCE-NEM 2018 ANNUAL PAYOUT	275.52	490 4250658	275.52
7399399	L0097	DARBY, MAYKE	LCE-NEM 2018 ANNUAL PAYOUT	331.69	490 4250658	331.69
7399400	07788	DARR, KAREN	LCE-NEM 2018 ANNUAL PAYOUT	7.33	490 4250658	7.33
7399401	L0598	DAUGHERTY, BRIAN	LCE-NEM 2018 ANNUAL PAYOUT	31.54	490 4250658	31.54
7399402	L0100	DAY, DAVID	LCE-NEM 2018 ANNUAL PAYOUT	48.04	490 4250658	48.04
7399403	L0599	DE ANDA, MIKE	LCE-NEM 2018 ANNUAL PAYOUT	81.61	490 4250658	81.61
7399404	L0102	DEAKIN, SUSAN	LCE-NEM 2018 ANNUAL PAYOUT	25.12	490 4250658	25.12
7399405	C9812	DEISCH, MYRNA S	LCE-NEM 2018 ANNUAL PAYOUT	265.81	490 4250658	265.81
7399406	L0600	DEMOOR, JENNIFER	LCE-NEM 2018 ANNUAL PAYOUT	85.26	490 4250658	85.26
7399407	07790	DERRYBERRY, LINDSAY M	LCE-NEM 2018 ANNUAL PAYOUT	85.35	490 4250658	85.35
7399408	L0601	DESBOINE, BRADON	LCE-NEM 2018 ANNUAL PAYOUT	555.38	490 4250658	555.38

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7399409	L0545	DHINSA, JASWINDER	LCE-NEM 2018 ANNUAL PAYOUT	8.16	490 4250658	8.16
7399410	L0602	DIAZ, ANTONIO	LCE-NEM 2018 ANNUAL PAYOUT	3.55	490 4250658	3.55
7399411	L0109	DIAZ, JOAQUIN JR.	LCE-NEM 2018 ANNUAL PAYOUT	27.70	490 4250658	27.70
7399412	L0113	DONKOR, ANTHONY	LCE-NEM 2018 ANNUAL PAYOUT	91.27	490 4250658	91.27
7399413	L0603	DONNELLY, CATHY	LCE-NEM 2018 ANNUAL PAYOUT	13.64	490 4250658	13.64
7399414	L0117	DRAGO, EDWARD A	LCE-NEM 2018 ANNUAL PAYOUT	234.12	490 4250658	234.12
7399415	L0118	DRANOW, WILLIAM	LCE-NEM 2018 ANNUAL PAYOUT	90.19	490 4250658	90.19
7399416	L0119	DU, JACK JIANGUO	LCE-NEM 2018 ANNUAL PAYOUT	7.33	490 4250658	7.33
7399417	L0604	DUBIN, CERA	LCE-NEM 2018 ANNUAL PAYOUT	100.34	490 4250658	100.34
7399418	L0124	EADS JACKSON, NICOLE N	LCE-NEM 2018 ANNUAL PAYOUT	92.74	490 4250658	92.74
7399419	D4064	EASTSIDE UNION SCHOOL DISTRICT	LCE-NEM 2018 ANNUAL PAYOUT	2,401.52	490 4250658	2,401.52
7399420	L0605	EDGINGTON, ESTHER	LCE-NEM 2018 ANNUAL PAYOUT	20.36	490 4250658	20.36
7399421	07799	ERREA, REBECCA	LCE-NEM 2018 ANNUAL PAYOUT	27.09	490 4250658	27.09
7399422	L0606	ERSKINE, CHRISTOPHER	LCE-NEM 2018 ANNUAL PAYOUT	2.99	490 4250658	2.99
7399423	L0607	ESCALANTE, ANTONIO	LCE-NEM 2018 ANNUAL PAYOUT	8.78	490 4250658	8.78
7399424	L0134	ESQUER, STEPHANIE	LCE-NEM 2018 ANNUAL PAYOUT	232.07	490 4250658	232.07
7399425	D2965	EVANS, JOHN/KIM	LCE-NEM 2018 ANNUAL PAYOUT	84.57	490 4250658	84.57
7399426	L0608	EVANS, TANYA	LCE-NEM 2018 ANNUAL PAYOUT	107.09	490 4250658	107.09
7399427	L0609	FELCYN, ETHAN	LCE-NEM 2018 ANNUAL PAYOUT	36.21	490 4250658	36.21
7399428	L0610	FERNANDEZ, ESPERANZA	LCE-NEM 2018 ANNUAL PAYOUT	121.08	490 4250658	121.08
7399429	07804	FIORE, LISA	LCE-NEM 2018 ANNUAL PAYOUT	155.10	490 4250658	155.10
7399430	07807	FLORES, ULISES	LCE-NEM 2018 ANNUAL PAYOUT	389.84	490 4250658	389.84
7399431	L0146	FOLCK, ERIC B	LCE-NEM 2018 ANNUAL PAYOUT	227.24	490 4250658	227.24
7399432	L0611	FORTNEY, STUART	LCE-NEM 2018 ANNUAL PAYOUT	178.34	490 4250658	178.34
7399433	L0612	FRACKER, DALE	LCE-NEM 2018 ANNUAL PAYOUT	262.55	490 4250658	262.55
7399434	L0613	FRAYER, HAROLD	LCE-NEM 2018 ANNUAL PAYOUT	123.35	490 4250658	123.35

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7399435	07811	FREDERICK, MICHAEL	LCE-NEM 2018 ANNUAL PAYOUT	124.31	490 4250658	124.31
7399436	L0614	FREY, MICHAEL	LCE-NEM 2018 ANNUAL PAYOUT	36.79	490 4250658	36.79
7399437	L0615	FROMM, MICHAEL T	LCE-NEM 2018 ANNUAL PAYOUT	147.14	490 4250658	147.14
7399438	07812	FRUEH, SHARON	LCE-NEM 2018 ANNUAL PAYOUT	107.60	490 4250658	107.60
7399439	L0157	GABRIEL, MARIA ALEJANDRA	LCE-NEM 2018 ANNUAL PAYOUT	71.14	490 4250658	71.14
7399440	L0616	GALAVIZ, RAUL	LCE-NEM 2018 ANNUAL PAYOUT	4.86	490 4250658	4.86
7399441	L0617	GALLUCCIO, DAVID	LCE-NEM 2018 ANNUAL PAYOUT	38.98	490 4250658	38.98
7399442	L0158	GALVAN, NICHOLAS	LCE-NEM 2018 ANNUAL PAYOUT	120.75	490 4250658	120.75
7399443	L0618	GARCIA, JESSICA	LCE-NEM 2018 ANNUAL PAYOUT	128.54	490 4250658	128.54
7399444	L0160	GARNER, TERRI L	LCE-NEM 2018 ANNUAL PAYOUT	24.72	490 4250658	24.72
7399445	L0619	GASCON, VANESSA M.	LCE-NEM 2018 ANNUAL PAYOUT	168.95	490 4250658	168.95
7399446	L0620	GLOWIAK, EVAN	LCE-NEM 2018 ANNUAL PAYOUT	36.60	490 4250658	36.60
7399447	L0163	GOMEZ, FERNANDO	LCE-NEM 2018 ANNUAL PAYOUT	83.33	490 4250658	83.33
7399448	L0167	GONZALEZ, EDITH	LCE-NEM 2018 ANNUAL PAYOUT	3.74	490 4250658	3.74
7399449	L0621	GRACEY, THOMAS	LCE-NEM 2018 ANNUAL PAYOUT	71.72	490 4250658	71.72
7399450	L0622	GRAHAM, MEREDITH	LCE-NEM 2018 ANNUAL PAYOUT	98.51	490 4250658	98.51
7399451	L0623	GUERRERO, SERVANDO	LCE-NEM 2018 ANNUAL PAYOUT	92.24	490 4250658	92.24
7399452	L0624	GUILLEN, NORMA	LCE-NEM 2018 ANNUAL PAYOUT	37.11	490 4250658	37.11
7399453	07822	GUTIERREZ, IRENE	LCE-NEM 2018 ANNUAL PAYOUT	227.30	490 4250658	227.30
7399454	L0625	GUTIERREZ, RUTH	LCE-NEM 2018 ANNUAL PAYOUT	53.15	490 4250658	53.15
7399455	L0626	HABEEB, JOSEPH	LCE-NEM 2018 ANNUAL PAYOUT	14.15	490 4250658	14.15
7399456	L0627	HACKER, JOHN	LCE-NEM 2018 ANNUAL PAYOUT	76.03	490 4250658	76.03
7399457	L0179	HAHN, BERNARD	LCE-NEM 2018 ANNUAL PAYOUT	6.24	490 4250658	6.24
7399458	L0628	HAM, JEREMY	LCE-NEM 2018 ANNUAL PAYOUT	90.42	490 4250658	90.42
7399459	07824	HARCHUCK, STEVEN	LCE-NEM 2018 ANNUAL PAYOUT	183.66	490 4250658	183.66
7399460	L0629	HARDING, JULIE A	LCE-NEM 2018 ANNUAL PAYOUT	1.06	490 4250658	1.06

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7399461	L0630	HARRILL, DEBRA	LCE-NEM 2018 ANNUAL PAYOUT	48.85	490 4250658	48.85
7399462	07825	HARRIMAN, RITA	LCE-NEM 2018 ANNUAL PAYOUT	53.96	490 4250658	53.96
7399463	L0631	HASAN, ZUHAIR	LCE-NEM 2018 ANNUAL PAYOUT	29.74	490 4250658	29.74
7399464	07827	HATCH, GARY L	LCE-NEM 2018 ANNUAL PAYOUT	128.39	490 4250658	128.39
7399465	L0185	HAVENS, TYLER	LCE-NEM 2018 ANNUAL PAYOUT	38.68	490 4250658	38.68
7399466	L0632	HAWKINS, GARY	LCE-NEM 2018 ANNUAL PAYOUT	69.55	490 4250658	69.55
7399467	07828	HAYDEN, JOAN	LCE-NEM 2018 ANNUAL PAYOUT	161.96	490 4250658	161.96
7399468	L0187	HAYES, DAVID	LCE-NEM 2018 ANNUAL PAYOUT	278.90	490 4250658	278.90
7399469	L0633	HEGEDUS, MATTHEW	LCE-NEM 2018 ANNUAL PAYOUT	58.79	490 4250658	58.79
7399470	07830	HELBLER, JAMES	LCE-NEM 2018 ANNUAL PAYOUT	6.67	490 4250658	6.67
7399471	L0191	HELEN ELIZABETH GONZALEZ	LCE-NEM 2018 ANNUAL PAYOUT	40.92	490 4250658	40.92
7399472	L0192	HELLWIG, LAWRENCE D	LCE-NEM 2018 ANNUAL PAYOUT	42.41	490 4250658	42.41
7399473	L0634	HENDRICKSON, HAROLD	LCE-NEM 2018 ANNUAL PAYOUT	23.00	490 4250658	23.00
7399474	L0196	HERNANDEZ, ROSARIO	LCE-NEM 2018 ANNUAL PAYOUT	72.69	490 4250658	72.69
7399475	L0198	HERRERA, GREG	LCE-NEM 2018 ANNUAL PAYOUT	28.06	490 4250658	28.06
7399476	L0199	HERRERA, JENNIFER	LCE-NEM 2018 ANNUAL PAYOUT	139.33	490 4250658	139.33
7399477	L0635	HIDDEMA, JOEL	LCE-NEM 2018 ANNUAL PAYOUT	5.90	490 4250658	5.90
7399478	D4036	HOLBROOK, NICOLE	LCE-NEM 2018 ANNUAL PAYOUT	52.28	490 4250658	52.28
7399479	C9060	HOLBROOK, RUTH	LCE-NEM 2018 ANNUAL PAYOUT	41.94	490 4250658	41.94
7399480	L0636	HOPPER, NATALIE	LCE-NEM 2018 ANNUAL PAYOUT	36.99	490 4250658	36.99
7399481	L0637	HOWELL, ROBERT	LCE-NEM 2018 ANNUAL PAYOUT	23.20	490 4250658	23.20
7399482	L0638	HUA, HOANG	LCE-NEM 2018 ANNUAL PAYOUT	9.43	490 4250658	9.43
7399483	L0213	IBARRA, ERIK	LCE-NEM 2018 ANNUAL PAYOUT	436.91	490 4250658	436.91
7399484	L0214	IBARRA, JOSE ARMANDO	LCE-NEM 2018 ANNUAL PAYOUT	304.44	490 4250658	304.44
7399485	L0215	IKERD, CHARLES P	LCE-NEM 2018 ANNUAL PAYOUT	41.87	490 4250658	41.87
7399486	L0216	IRELAND, PAUL F	LCE-NEM 2018 ANNUAL PAYOUT	17.05	490 4250658	17.05

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7399487	L0639	JACKSON, JUDY	LCE-NEM 2018 ANNUAL PAYOUT	34.14	490 4250658	34.14
7399488	L0221	JACKSON-JONES, WILLIENE	LCE-NEM 2018 ANNUAL PAYOUT	29.80	490 4250658	29.80
7399489	L0640	JACOBSON, KIM M	LCE-NEM 2018 ANNUAL PAYOUT	20.26	490 4250658	20.26
7399490	L0641	JACOBSON, SHELLEY A	LCE-NEM 2018 ANNUAL PAYOUT	147.55	490 4250658	147.55
7399491	07833	JARAMILLO, ROSALINDA N	LCE-NEM 2018 ANNUAL PAYOUT	5.84	490 4250658	5.84
7399492	L0225	JAUREGUI, SONIA	LCE-NEM 2018 ANNUAL PAYOUT	182.81	490 4250658	182.81
7399493	L0229	JOHNSON, GARY	LCE-NEM 2018 ANNUAL PAYOUT	363.07	490 4250658	363.07
7399494	L0642	JOSEPH, JEAN	LCE-NEM 2018 ANNUAL PAYOUT	15.51	490 4250658	15.51
7399495	L0643	JURADO, CASSANDRA	LCE-NEM 2018 ANNUAL PAYOUT	18.66	490 4250658	18.66
7399496	L0241	KELLY, SHERMAN	LCE-NEM 2018 ANNUAL PAYOUT	52.68	490 4250658	52.68
7399497	L0644	KIM, DONG HWAN	LCE-NEM 2018 ANNUAL PAYOUT	30.55	490 4250658	30.55
7399498	07840	KING, ROBERT E	LCE-NEM 2018 ANNUAL PAYOUT	95.56	490 4250658	95.56
7399499	L0645	KOWALSKI, ALEX	LCE-NEM 2018 ANNUAL PAYOUT	413.80	490 4250658	413.80
7399500	L0246	KRALL, DANIELLA	LCE-NEM 2018 ANNUAL PAYOUT	154.70	490 4250658	154.70
7399501	L0247	KRUMREI, JENNIFER	LCE-NEM 2018 ANNUAL PAYOUT	19.45	490 4250658	19.45
7399502	L0250	KUENZI, DAN	LCE-NEM 2018 ANNUAL PAYOUT	5.69	490 4250658	5.69
7399503	L0251	LAGRONE, LLEWELLYN B	LCE-NEM 2018 ANNUAL PAYOUT	52.82	490 4250658	52.82
7399504	L0646	LANE, PAMELA	LCE-NEM 2018 ANNUAL PAYOUT	37.63	490 4250658	37.63
7399505	07843	LARA, BEARTIZ	LCE-NEM 2018 ANNUAL PAYOUT	193.15	490 4250658	193.15
7399506	L0258	LARA, STEVE C	LCE-NEM 2018 ANNUAL PAYOUT	13.31	490 4250658	13.31
7399507	L0647	LEATH, JOSEPH	LCE-NEM 2018 ANNUAL PAYOUT	42.35	490 4250658	42.35
7399508	L0648	LEDESMA, AMY E	LCE-NEM 2018 ANNUAL PAYOUT	270.83	490 4250658	270.83
7399509	L0649	LEE, RENEE	LCE-NEM 2018 ANNUAL PAYOUT	254.04	490 4250658	254.04
7399510	L0268	LEWIS, WILLIAM E	LCE-NEM 2018 ANNUAL PAYOUT	6.49	490 4250658	6.49
7399511	L0650	LI, TONG	LCE-NEM 2018 ANNUAL PAYOUT	202.55	490 4250658	202.55
7399512	L0272	LITTLE, GREG	LCE-NEM 2018 ANNUAL PAYOUT	46.53	490 4250658	46.53

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7399513	L0274	LOPEZ, MARIA	LCE-NEM 2018 ANNUAL PAYOUT	537.02	490 4250658	537.02
7399514	L0651	LUNA, JOE M	LCE-NEM 2018 ANNUAL PAYOUT	33.33	490 4250658	33.33
7399515	L0652	MADRIGAL, WENDY G	LCE-NEM 2018 ANNUAL PAYOUT	12.80	490 4250658	12.80
7399516	L0280	MANRIQUEZ, ALFONSO	LCE-NEM 2018 ANNUAL PAYOUT	62.36	490 4250658	62.36
7399517	L0653	MAQUIDANG, VANESSA	LCE-NEM 2018 ANNUAL PAYOUT	177.13	490 4250658	177.13
7399518	L0282	MARCH, HEATHER A	LCE-NEM 2018 ANNUAL PAYOUT	396.23	490 4250658	396.23
7399519	D0887	MAROLLA, DONALD	LCE-NEM 2018 ANNUAL PAYOUT	209.45	490 4250658	209.45
7399520	L0285	MARTIN, JEFFREY D	LCE-NEM 2018 ANNUAL PAYOUT	32.06	490 4250658	32.06
7399521	L0654	MARTINEZ, GUSTAVO JOEL	LCE-NEM 2018 ANNUAL PAYOUT	114.93	490 4250658	114.93
7399522	L0655	MARUCUT, FILOMENA	LCE-NEM 2018 ANNUAL PAYOUT	16.97	490 4250658	16.97
7399523	L0288	MASIH, ABID	LCE-NEM 2018 ANNUAL PAYOUT	37.83	490 4250658	37.83
7399524	L0656	MASON, DALTON/ELIZABETH	LCE-NEM 2018 ANNUAL PAYOUT	92.82	490 4250658	92.82
7399525	L0657	MAYA, JAVIER	LCE-NEM 2018 ANNUAL PAYOUT	51.77	490 4250658	51.77
7399526	L0294	MCCARTIE, MATTHEW	LCE-NEM 2018 ANNUAL PAYOUT	5.71	490 4250658	5.71
7399527	L0658	MCKAY, JESSICA	LCE-NEM 2018 ANNUAL PAYOUT	19.87	490 4250658	19.87
7399528	L0298	MCNEILL, CHRIS B	LCE-NEM 2018 ANNUAL PAYOUT	223.17	490 4250658	223.17
7399529	L0303	MENJIVAR, MARIA M	LCE-NEM 2018 ANNUAL PAYOUT	103.63	490 4250658	103.63
7399530	L0659	MENKE, STEVE	LCE-NEM 2018 ANNUAL PAYOUT	30.66	490 4250658	30.66
7399531	L0306	MEZA, JOSE M	LCE-NEM 2018 ANNUAL PAYOUT	29.47	490 4250658	29.47
7399532	07852	MITCHELL, ALVIN	LCE-NEM 2018 ANNUAL PAYOUT	44.05	490 4250658	44.05
7399533	L0660	MORA, LIZETTE	LCE-NEM 2018 ANNUAL PAYOUT	6.57	490 4250658	6.57
7399534	L0318	MORENO, DANIEL	LCE-NEM 2018 ANNUAL PAYOUT	89.47	490 4250658	89.47
7399535	L0323	MORRIS, CECIL	LCE-NEM 2018 ANNUAL PAYOUT	34.63	490 4250658	34.63
7399536	L0325	MUELLER, MICHAEL	LCE-NEM 2018 ANNUAL PAYOUT	69.23	490 4250658	69.23
7399537	L0327	MUNOZ, GUILLERMO A	LCE-NEM 2018 ANNUAL PAYOUT	28.11	490 4250658	28.11
7399538	L0661	MURAVEZ, ERIC	LCE-NEM 2018 ANNUAL PAYOUT	7.50	490 4250658	7.50

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7399539	L0328	MURPHY, CORY R	LCE-NEM 2018 ANNUAL PAYOUT	87.74	490 4250658	87.74
7399540	L0662	NAREZ, AUDEL	LCE-NEM 2018 ANNUAL PAYOUT	8.19	490 4250658	8.19
7399541	L0663	NASIR, SAYED	LCE-NEM 2018 ANNUAL PAYOUT	108.27	490 4250658	108.27
7399542	C6874	NELSON, THOMAS	LCE-NEM 2018 ANNUAL PAYOUT	182.92	490 4250658	182.92
7399543	L0337	NIEMAN, CHERYL B	LCE-NEM 2018 ANNUAL PAYOUT	309.51	490 4250658	309.51
7399544	L0664	NIEMEYER, CHRISTPHOR M	LCE-NEM 2018 ANNUAL PAYOUT	77.33	490 4250658	77.33
7399545	L0338	NILANBUWA, DON UBENI	LCE-NEM 2018 ANNUAL PAYOUT	102.34	490 4250658	102.34
7399546	07857	NIXON, LINDA J	LCE-NEM 2018 ANNUAL PAYOUT	15.45	490 4250658	15.45
7399547	07859	NORWOOD, DEBORAH	LCE-NEM 2018 ANNUAL PAYOUT	67.08	490 4250658	67.08
7399548	03955	NULL, JOHN	LCE-NEM 2018 ANNUAL PAYOUT	17.55	490 4250658	17.55
7399549	L0665	NUNEZ, SERGIO JR	LCE-NEM 2018 ANNUAL PAYOUT	18.57	490 4250658	18.57
7399550	L0666	NUNEZ, VIRIDIANA	LCE-NEM 2018 ANNUAL PAYOUT	44.20	490 4250658	44.20
7399551	L0667	NUTTALL, DEANNE E	LCE-NEM 2018 ANNUAL PAYOUT	22.24	490 4250658	22.24
7399552	L0668	OLIVER, APRIL	LCE-NEM 2018 ANNUAL PAYOUT	40.91	490 4250658	40.91
7399553	L0348	ORSZULAK, LAURA	LCE-NEM 2018 ANNUAL PAYOUT	32.26	490 4250658	32.26
7399554	07861	ORTEGA, ESPERANZA	LCE-NEM 2018 ANNUAL PAYOUT	48.82	490 4250658	48.82
7399555	L0669	OSEI, MAVIS G	LCE-NEM 2018 ANNUAL PAYOUT	19.32	490 4250658	19.32
7399556	L0670	OTTLEY, ANDREA	LCE-NEM 2018 ANNUAL PAYOUT	66.16	490 4250658	66.16
7399557	L0671	OWENS, RAMONA M.	LCE-NEM 2018 ANNUAL PAYOUT	29.73	490 4250658	29.73
7399558	L0350	PADILLA, SERGIO	LCE-NEM 2018 ANNUAL PAYOUT	175.10	490 4250658	175.10
7399559	L0672	PAHLOW, JOHN J	LCE-NEM 2018 ANNUAL PAYOUT	386.26	490 4250658	386.26
7399560	L0673	PARISI, DALE A	LCE-NEM 2018 ANNUAL PAYOUT	99.24	490 4250658	99.24
7399561	L0352	PARKS, ROBERT	LCE-NEM 2018 ANNUAL PAYOUT	22.29	490 4250658	22.29
7399562	L0674	PARRA, JOHN	LCE-NEM 2018 ANNUAL PAYOUT	27.53	490 4250658	27.53
7399563	L0675	PERALES, NICHOLAS J	LCE-NEM 2018 ANNUAL PAYOUT	15.84	490 4250658	15.84
7399564	L0676	PEREZ, MARIANA	LCE-NEM 2018 ANNUAL PAYOUT	19.25	490 4250658	19.25

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7399565	L0677	PEREZ, RAFAEL	LCE-NEM 2018 ANNUAL PAYOUT	40.38	490 4250658	40.38
7399566	L0363	PINA, BEATRIZ	LCE-NEM 2018 ANNUAL PAYOUT	73.62	490 4250658	73.62
7399567	L0365	POLAK, DAVID J	LCE-NEM 2018 ANNUAL PAYOUT	36.91	490 4250658	36.91
7399568	L0678	POWELL, WILLIE D	LCE-NEM 2018 ANNUAL PAYOUT	19.06	490 4250658	19.06
7399569	07866	PRATT, ROBERT L	LCE-NEM 2018 ANNUAL PAYOUT	100.30	490 4250658	100.30
7399570	L0679	PRITCHARD, EBONY	LCE-NEM 2018 ANNUAL PAYOUT	97.75	490 4250658	97.75
7399571	L0680	QUACH, THANG	LCE-NEM 2018 ANNUAL PAYOUT	13.54	490 4250658	13.54
7399572	L0681	QUIJANO, MARIA	LCE-NEM 2018 ANNUAL PAYOUT	28.91	490 4250658	28.91
7399573	L0372	QUINTEROS, JUAN R	LCE-NEM 2018 ANNUAL PAYOUT	162.65	490 4250658	162.65
7399574	L0374	RAMIREZ, LYDIA	LCE-NEM 2018 ANNUAL PAYOUT	362.01	490 4250658	362.01
7399575	L0376	RAMOS, EVA	LCE-NEM 2018 ANNUAL PAYOUT	304.59	490 4250658	304.59
7399576	L0682	RATZLAFF, JESSAMYN	LCE-NEM 2018 ANNUAL PAYOUT	145.37	490 4250658	145.37
7399577	L0683	REDMOND, THOMAS	LCE-NEM 2018 ANNUAL PAYOUT	85.59	490 4250658	85.59
7399578	L0684	RERUCHA, NEIL	LCE-NEM 2018 ANNUAL PAYOUT	307.87	490 4250658	307.87
7399579	07873	RILEY, CARMEN	LCE-NEM 2018 ANNUAL PAYOUT	142.87	490 4250658	142.87
7399580	L0685	RINCON, GABRIELA	LCE-NEM 2018 ANNUAL PAYOUT	33.74	490 4250658	33.74
7399581	L0686	RIVERS, ERICK	LCE-NEM 2018 ANNUAL PAYOUT	91.14	490 4250658	91.14
7399582	L0687	ROACH, RACHEL	LCE-NEM 2018 ANNUAL PAYOUT	46.32	490 4250658	46.32
7399583	L0688	ROGERS, MARSHALL	LCE-NEM 2018 ANNUAL PAYOUT	71.87	490 4250658	71.87
7399584	L0689	ROSALES, DRINA	LCE-NEM 2018 ANNUAL PAYOUT	60.79	490 4250658	60.79
7399585	L0690	ROSE, SANDRA	LCE-NEM 2018 ANNUAL PAYOUT	75.37	490 4250658	75.37
7399586	L0400	RUNYON, NICOLE	LCE-NEM 2018 ANNUAL PAYOUT	107.80	490 4250658	107.80
7399587	L0401	RUPP, RUSSELL	LCE-NEM 2018 ANNUAL PAYOUT	6.04	490 4250658	6.04
7399588	L0691	SABATONI, MARK	LCE-NEM 2018 ANNUAL PAYOUT	229.86	490 4250658	229.86
7399589	07881	SACKS, HARRY L	LCE-NEM 2018 ANNUAL PAYOUT	103.86	490 4250658	103.86
7399590	L0404	SALAZAR, TAMMY	LCE-NEM 2018 ANNUAL PAYOUT	188.29	490 4250658	188.29

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7399591	L0692	SALINAS, BALTAVAR	LCE-NEM 2018 ANNUAL PAYOUT	124.41	490 4250658	124.41
7399592	L0693	SANCHEZ, GUADALUPE	LCE-NEM 2018 ANNUAL PAYOUT	50.25	490 4250658	50.25
7399593	L0405	SANCHEZ, IVAN EMILIO JR.	LCE-NEM 2018 ANNUAL PAYOUT	118.59	490 4250658	118.59
7399594	L0694	SANCHEZ, VICTOR	LCE-NEM 2018 ANNUAL PAYOUT	689.76	490 4250658	689.76
7399595	L0406	SANCHEZ-PLEITES, ANABELL	LCE-NEM 2018 ANNUAL PAYOUT	335.32	490 4250658	335.32
7399596	L0408	SANDOVAL, MARIA	LCE-NEM 2018 ANNUAL PAYOUT	119.72	490 4250658	119.72
7399597	L0413	SAUER, WHITNEY	LCE-NEM 2018 ANNUAL PAYOUT	55.37	490 4250658	55.37
7399598	L0695	SCHER, CHAD	LCE-NEM 2018 ANNUAL PAYOUT	112.14	490 4250658	112.14
7399599	L0414	SCHLUNEGGER, ROBERT	LCE-NEM 2018 ANNUAL PAYOUT	83.05	490 4250658	83.05
7399600	L0696	SCLAFANI, SAL T	LCE-NEM 2018 ANNUAL PAYOUT	762.59	490 4250658	762.59
7399601	L0697	SCOTT, KEN M	LCE-NEM 2018 ANNUAL PAYOUT	0.52	490 4250658	0.52
7399602	07884	SCOTT, MICKEY III	LCE-NEM 2018 ANNUAL PAYOUT	392.77	490 4250658	392.77
7399603	L0698	SENCION, ANITA	LCE-NEM 2018 ANNUAL PAYOUT	7.78	490 4250658	7.78
7399604	L0419	SERGIEFF, SALLY	LCE-NEM 2018 ANNUAL PAYOUT	12.51	490 4250658	12.51
7399605	L0699	SHELLOOE, PATRICK	LCE-NEM 2018 ANNUAL PAYOUT	60.20	490 4250658	60.20
7399606	L0423	SILVA, KRISTIAN	LCE-NEM 2018 ANNUAL PAYOUT	216.60	490 4250658	216.60
7399607	L0424	SILVESTRE, JOHANNA	LCE-NEM 2018 ANNUAL PAYOUT	9.11	490 4250658	9.11
7399608	L0700	SIOJO, OTHELLO R	LCE-NEM 2018 ANNUAL PAYOUT	2.04	490 4250658	2.04
7399609	L0701	SMITH, KIMBERLEY	LCE-NEM 2018 ANNUAL PAYOUT	4.85	490 4250658	4.85
7399610	L0702	SMITH, RICHARD	LCE-NEM 2018 ANNUAL PAYOUT	81.23	490 4250658	81.23
7399611	D3405	SMITH, RODNEY G	LCE-NEM 2018 ANNUAL PAYOUT	86.50	490 4250658	86.50
7399612	07890	SOLORIO, REYNEIRO	LCE-NEM 2018 ANNUAL PAYOUT	420.35	490 4250658	420.35
7399613	L0703	SORTO, MARIA	LCE-NEM 2018 ANNUAL PAYOUT	76.53	490 4250658	76.53
7399614	L0704	SOTO, HENRY	LCE-NEM 2018 ANNUAL PAYOUT	16.28	490 4250658	16.28
7399615	L0705	SPRATTLING, SHARON	LCE-NEM 2018 ANNUAL PAYOUT	18.51	490 4250658	18.51
7399616	L0433	STARK, JOHN	LCE-NEM 2018 ANNUAL PAYOUT	72.21	490 4250658	72.21

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7399617	L0437	STEPHENS, DENYSE	LCE-NEM 2018 ANNUAL PAYOUT	183.72	490 4250658	183.72
7399618	L0439	STEPP, KAREN L	LCE-NEM 2018 ANNUAL PAYOUT	48.31	490 4250658	48.31
7399619	L0443	SUPERNAK, SULY	LCE-NEM 2018 ANNUAL PAYOUT	24.45	490 4250658	24.45
7399620	L0706	SUULOLA, TOKUNBO	LCE-NEM 2018 ANNUAL PAYOUT	211.67	490 4250658	211.67
7399621	L0445	SYLVESTER, ANGEE	LCE-NEM 2018 ANNUAL PAYOUT	31.34	490 4250658	31.34
7399622	L0446	TANG, JOHN	LCE-NEM 2018 ANNUAL PAYOUT	238.05	490 4250658	238.05
7399623	C9240	TANKSLEY, JAMES F	LCE-NEM 2018 ANNUAL PAYOUT	100.80	490 4250658	100.80
7399624	L0707	TANNER, MARTIN	LCE-NEM 2018 ANNUAL PAYOUT	15.87	490 4250658	15.87
7399625	L0708	THERIAULT, JEANNIE	LCE-NEM 2018 ANNUAL PAYOUT	80.91	490 4250658	80.91
7399626	L0709	TOSCANO, JOANN	LCE-NEM 2018 ANNUAL PAYOUT	15.21	490 4250658	15.21
7399627	L0710	TRESSLER, JAMIE	LCE-NEM 2018 ANNUAL PAYOUT	100.93	490 4250658	100.93
7399628	L0456	TROTH, KEVIN MICHAEL	LCE-NEM 2018 ANNUAL PAYOUT	20.17	490 4250658	20.17
7399629	L0457	TRUONG, AN	LCE-NEM 2018 ANNUAL PAYOUT	305.46	490 4250658	305.46
7399630	L0459	TURNER, ROBERT	LCE-NEM 2018 ANNUAL PAYOUT	77.75	490 4250658	77.75
7399631	C5424	URBAN RENUAL LP	LCE-NEM 2018 ANNUAL PAYOUT	63.38	490 4250658	63.38
7399632	L0711	VALENZUELA, MIRIAM	LCE-NEM 2018 ANNUAL PAYOUT	29.92	490 4250658	29.92
7399633	L0712	VAN HORN, WALTER R	LCE-NEM 2018 ANNUAL PAYOUT	44.12	490 4250658	44.12
7399634	L0713	VARATHARAJAN, AMBALAVANAR	LCE-NEM 2018 ANNUAL PAYOUT	124.29	490 4250658	124.29
7399635	L0466	VASQUEZ, GUSTAVO	LCE-NEM 2018 ANNUAL PAYOUT	75.50	490 4250658	75.50
7399636	07894	VERDUGO, JOSE R	LCE-NEM 2018 ANNUAL PAYOUT	137.24	490 4250658	137.24
7399637	L0714	VERGARA, PATRICIA	LCE-NEM 2018 ANNUAL PAYOUT	180.79	490 4250658	180.79
7399638	L0715	VILLACIS, ROGELIO	LCE-NEM 2018 ANNUAL PAYOUT	369.23	490 4250658	369.23
7399639	L0472	VO, TINA	LCE-NEM 2018 ANNUAL PAYOUT	36.65	490 4250658	36.65
7399640	L0473	WADE, JESSICA	LCE-NEM 2018 ANNUAL PAYOUT	48.12	490 4250658	48.12
7399641	07897	WALKER, THEODORE	LCE-NEM 2018 ANNUAL PAYOUT	140.98	490 4250658	140.98
7399642	L0474	WARDEN, RUSSELL	LCE-NEM 2018 ANNUAL PAYOUT	97.83	490 4250658	97.83

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7399643	07898	WARNER, RYAN	LCE-NEM 2018 ANNUAL PAYOUT	154.37	490 4250658	154.37
7399644	L0716	WATSON, WENDY	LCE-NEM 2018 ANNUAL PAYOUT	168.37	490 4250658	168.37
7399645	L0717	WEDERTZ, ALAN	LCE-NEM 2018 ANNUAL PAYOUT	7.57	490 4250658	7.57
7399646	L0718	WILLIAMS, DWAYNE	LCE-NEM 2018 ANNUAL PAYOUT	140.41	490 4250658	140.41
7399647	L0480	WILLIAMS, KEITH D	LCE-NEM 2018 ANNUAL PAYOUT	51.99	490 4250658	51.99
7399648	07900	WILLIAMS, SHANE	LCE-NEM 2018 ANNUAL PAYOUT	151.23	490 4250658	151.23
7399649	L0719	WINTER, JACOB W	LCE-NEM 2018 ANNUAL PAYOUT	35.06	490 4250658	35.06
7399650	L0488	WONG, JOEL	LCE-NEM 2018 ANNUAL PAYOUT	89.36	490 4250658	89.36
7399651	L0720	YAMAKAWA, GEORGE M	LCE-NEM 2018 ANNUAL PAYOUT	52.96	490 4250658	52.96
7399652	07901	YAROSLASKI, GARY	LCE-NEM 2018 ANNUAL PAYOUT	411.21	490 4250658	411.21
7399653	L0491	YOGUEZ, JACQUELINE	LCE-NEM 2018 ANNUAL PAYOUT	87.13	490 4250658	87.13
7399654	L0721	YUSON, JEFFREY	LCE-NEM 2018 ANNUAL PAYOUT	361.15	490 4250658	361.15
7399655	07903	ZUNIGA, ALEJANDRO	LCE-NEM 2018 ANNUAL PAYOUT	74.87	490 4250658	74.87
7399656	L0722	ZURBANO, MANUEL	LCE-NEM 2018 ANNUAL PAYOUT	85.84	490 4250658	85.84
7399657	03918	AGENCY FOR THE PERFORMING ARTS	DEP-TRAVIS TRITT-11/08/18	11,250.00	101 4650318	11,250.00
7399658	05448	ATTORNEY GENERAL'S REGISTRY OF	LCSF-REGS RENEWAL FEE REPORT	25.00	106 4100311	25.00
7399659	09206	BACA, RAFAEL	RFND-BL FEES-BUSA18-00845	158.00	101 2179004 101 3102250 101 3203100	4.00 92.00 62.00
				158.00		158.00
7399660	09182	BIG LUCKY	DEP-EMP GALA-PERF-11/16/18	1,250.00	101 4649225	1,250.00
7399661	C6162	BUD FORREST ENTERTAINMENT INC	BAL-IN THE MOOD-11/09/18	6,250.00	101 4650318	6,250.00
7399662	07642	CHISOM, TOI	TC-PR DM-SN ANTNIO-10/23-27/18	338.05	101 4220256 101 4220256	63.55 274.50
				338.05		338.05
7399663	C8060	CLAYBORNE, ANGELA	AC-PR DM-SN ANTNIO-10/23-27/18	363.22	101 4220256 101 4220256 101 4220256	6.86 81.86 274.50
				363.22		363.22
7399664	D1698	DOW, CHENIN	CD-PR DM-NEW ORLNS-11/03-09/18	461.50	101 4220256	461.50

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7399665	07796	DULDULAO, VENELYN	LCE-NEM 2017 ANNUAL PAYOUT	60.89	101 2140000	60.89
7399666	06857	ENTERTAINMENTMAX, INC	BAL-WHICH ONES PINK-11/10/18	2,750.00	101 4650318	2,750.00
7399667	08907	GREAT DAY TOURING INC	BAL-TRAVIS TRITT-11/08/18	9,675.00	101 2177003	(1,575.00)
					101 4650318	11,250.00
				9,675.00		9,675.00
7399668	07904	HAPPY HALTERS-MINTERS, DEBORAH BOO-PETTING ZOO		1,100.00	101 4649561	1,100.00
7399669	1296	L A CO CLERK-ENVIRO FILINGS	NOE:CP17005-2020 SAFE ROUTES	75.00	209 15SW017924	75.00
7399670	1214	L A CO SHERIFF'S DEPT	09/18-SPECIAL INVESTIGATIONS	284.37	101 4820355	257.35
					101 4820357	27.02
				284.37		284.37
7399671	1214	L A CO SHERIFF'S DEPT	09/18-PRISONER MAINTENANCE	787.06	101 4820355	787.06
7399672	1214	L A CO SHERIFF'S DEPT	09/18-SPECIAL EVENTS-SOL	4,055.03	101 4820355	3,669.71
					101 4820357	385.32
				4,055.03		4,055.03
7399673	1214	L A CO SHERIFF'S DEPT	09/18-SPCL EVNTS-NIKE COMMERCL	4,620.46	101 4820355	4,288.80
					101 4820357	331.66
				4,620.46		4,620.46
7399674	1214	L A CO SHERIFF'S DEPT	09/18-SPCL EVNTS-SATURATN PTRL	5,757.24	101 4820355	5,210.17
					101 4820357	547.07
				5,757.24		5,757.24
7399675	1215	L A CO WATERWORKS	08/21/18-10/29/18 WATER SVC	20,506.76	203 4636654	276.35
					482 4636654	20,230.41
				20,506.76		20,506.76
7399676	D2287	LANCASTER CODE ENFRMNT ASSN	UNION DUES-PP 22-2018	330.00	101 2171000	330.00
7399677	A4930	LANDALE MUTUAL WATER COMPANY	L/CHALLENGER-10/18 WATER SVC	57.16	203 4636654	57.16
7399678	C1159	ROSA, MICHAEL	MR-REIMB-BOOLVD HOSPITALITY	18.17	101 4649561	18.17
7399679	D3858	SAN JOAQUIN VALLEY COLLEGE	SETTLEMENT-PAC-RENTAL-10/12/18	1,007.00	101 2107000	3,380.00
					101 3405127	(1,030.00)
					101 3405300	(1,312.00)
					101 3405304	(31.00)
				1,007.00		1,007.00
7399680	03154	SO CA EDISON	09/26/18-10/31/18 ELECTRIC SVC	233.32	482 4636652	213.57
					483 4785660	19.75
				233.32		233.32
7399681	06771	STATE WATER RESOURCES BOARD	ML-CERTIFICATION RNWL	80.00	485 4755206	80.00

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7399682	C2555	TIME WARNER CABLE	09/26-10/25/18 WIRELESS ROUTER	4.95	101 4650301	4.95
7399683	D2264	VARELA, MELISSA	MV-PR DM-INDN WLLS-10/16-19/18	387.96	101 4220256	156.96
					101 4220256	231.00
				<u>387.96</u>		<u>387.96</u>
7399684	09045	WEGNER, ALLYSON	/18-VOLUNTEER MEAL ALLOWANCE	108.00	101 4305301	108.00
7399685	06851	1800	POWWOW-CATERING-10/21/18	1,500.00	101 4653251	1,500.00
7399686	03854	A V JANITORIAL SUPPLY	CPC-JANITORIAL SUPPLIES	814.55	101 4631406	814.55
7399687	04618	ADAMS METALIZING & GRINDING	CYLNDR HEADS(6)-EQ3782	4,811.03	203 4752207	4,811.03
7399688	04662	ALTEC INDUSTRIES INC	LABOR-EQ3981	264.50	483 4785207	264.50
			LABOR-EQ3980	632.00	483 4785207	632.00
				<u>896.50</u>		<u>896.50</u>
7399689	C6143	AMERICAN BUSINESS MACHINES	IMAGE RUNNER ADV COPIER	2.42	101 4410254	2.42
7399690	D1663	AMERICAN IRON WORK	PDW-FENCE REPAIR	550.00	101 4634402	550.00
7399691	D3147	AMERICAN PLUMBING SERVICES, INC	LMS-URINAL REPAIRS	441.21	101 4632402	441.21
7399692	02693	ANDY GUMP, INC	OMP-FENCE RNTL-10/16-11/12/18	33.51	101 4634602	33.51
7399693	05187	ATKINSON MASONRY	35 W/KILDARE-WALL REPAIRS	1,220.00	482 4636462	1,220.00
			BLVD/25 E-WALL REPAIRS	1,780.00	482 4636462	1,780.00
				<u>3,000.00</u>		<u>3,000.00</u>
7399694	06115	ATLANTIC CUSTOM SOLUTIONS INC	FOD-HIGH BALL GLASSES(800)	1,636.37	101 2175000	(155.46)
					101 4649563	1,791.83
			FOD-TASTER GLASSES(2800)	2,772.00	101 2175000	(263.34)
					101 4649563	3,035.34
				<u>4,408.37</u>		<u>4,408.37</u>
7399695	04151	AXES FIRE INC	FIRE CERTS(40)/HYDRO TESTS	774.72	203 4752402	774.72
7399696	04737	BALLOON FACTORY	BOO-INFLATABLES/BALLOONS	290.99	101 4649561	290.99
7399697	09180	BARONE'S PIZZA	FOD-VIP CATERING-11/03/18	14,267.50	101 4649563	14,267.50
7399698	08127	BECKETT PLUMBING	MP-TOILET REPAIR	95.00	101 4631402	95.00
7399699	08017	BURKE, WILLIAMS & SORENSEN LLP	09/18-PROFESSIONAL SERVICES	10,967.50	101 4100303	10,967.50
7399700	08094	BURRELLESLUCE	10/18-MONTHLY MEDIA CHARGES	339.40	101 4305205	339.40
7399701	A9249	CA DEPT OF CORRCTNS/REHAB	09/18-CUSTODY SUPRVSN AGREEMNT	2,726.00	203 4752308	2,726.00
7399702	D1406	CA SCHOOL-AGE CONSORTIUM	BEHAVIOR GUIDANCE TRAINING	565.00	101 4648308	565.00

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7399703	08313	CA SPECIAL DISTRICTS ASSOC	CSDA MEMBERSHIP RENEWAL	1,377.00	491 4250206	1,377.00
7399704	09148	CALLIDUS SOFTWARE INC	LITMOS PRO/COURSES BUNDLE	17,550.00	101 4220301	17,550.00
7399705	08940	CARQUEST	VALVE CAN-EQ5653	125.75	101 4633207	125.75
			BRAKE PAD PLT-EQ5661	37.71	101 4632207	37.71
				<u>163.46</u>		<u>163.46</u>
7399706	03475	CLARK AND HOWARD	TOWING SERVICES-EQ5615	50.00	101 4632402	50.00
			TOWING SERVICES-EQ5842	100.00	101 4632402	100.00
				<u>150.00</u>		<u>150.00</u>
7399707	08122	COHEN VENTURES INC	OFF GRID ORDINANCE DEV PRJCT	1,900.25	101 4100301	1,900.25
			OFF GRID ORDINANCE DEV PRJCT	5,219.50	101 4100301	5,219.50
				<u>7,119.75</u>		<u>7,119.75</u>
7399708	08886	COLLISION & INJURY DYNAMICS	CLAIM #040-15/CLGL-1346A1	3,341.80	109 4430300	3,341.80
7399709	D2070	CONFIDENTIAL DATA DESTRUCTION	DOCUMENT DESTRUCTION(6 BXS)	105.00	101 4200259	17.50
					101 4220301	17.50
					101 4400259	17.50
					101 4600259	17.50
					101 4700259	17.50
					101 4800301	17.50
			DOCUMENT DESTRUCTION(6 BXS)	105.00	101 4200259	17.50
					101 4220301	17.50
					101 4400259	17.50
					101 4600259	17.50
					101 4700259	17.50
					101 4800301	17.50
				<u>210.00</u>		<u>210.00</u>
7399710	07545	COSTAR REALTY INFORMATION INC	11/18-PROFESSIONAL SERVICES	1,001.38	101 4240301	1,001.38
7399711	09159	CUSTOM TRUCK ONE SOURCE, L.P.	CRANE OPERATOR SAFETY TRAINING	2,400.00	101 4220301	2,400.00
7399712	00414	DESERT LOCK COMPANY	PBP-LOCK REPAIR	329.37	101 4631402	329.37
			PBP-LOCK REPAIR	57.50	101 4631402	57.50
			OMP-DOOR LOCK REPAIR	55.00	207 4634402	55.00
			AHP-DEAD BOLT REPAIR	82.40	101 4631402	82.40
				<u>524.27</u>		<u>524.27</u>
7399713	06857	ENTERTAINMENTMAX, INC	CMMSSNS-BUBBLEMAN-10/21/18	650.00	101 4650301	650.00
			CMMSSNS-DEAD MNS PRTY-10/31/18	500.00	101 4650301	500.00
				<u>1,150.00</u>		<u>1,150.00</u>
7399714	D2844	FASHIONATE RHYTHM DANCE CO	MGC-DEP-EXTRAVADANCE-12/08/18	2,775.00	101 4649565	2,775.00
7399715	07212	GINO'S ITALIAN RESTAURANT	SOL-BARTENDER SERVICES	140.00	101 4649568	140.00
7399716	09150	GONZALES, OLIVIA	CDR MOAH-FIGURE MODEL	100.00	101 4651251	100.00

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7399717	819	HERC RENTALS INC	LMS-ROLLER RENTAL	481.60	101 4632602	481.60
7399718	A2594	INTERSTATE BATTERY SYS OF A V	OMP-BATTERY-EQ5825	101.69	101 4634207	101.69
7399719	08943	IZURIETA FENCE COMPANY INC	IB1702-AVE K8 FENCING-RETENTN	4,554.90	206 11FW002924	4,554.90
7399720	01419	JOHNSTONE SUPPLY	ICE MACHINE CLEANER	33.99	203 4752403	33.99
			WIRE AND DUCT TIES	27.33	101 4649564	27.33
			ICE MACHINE SANITIZER	10.62	203 4752403	10.62
				<u>71.94</u>		<u>71.94</u>
7399721	A8656	KIMLEY-HORN & ASSOCIATES INC	CDP1310-P/PM SVC-09/30/18-AV K	7,267.50	210 15BR004924	7,267.50
			CDP1310-P/PM SVC-09/30/18-AV M	2,565.00	210 15BR005924	2,565.00
			CDP1310-P/PM SVC-09/30/18-AV G	3,995.00	210 15BR006924	3,995.00
			CDP1310-P/PM SVC-09/30/18-AV J	5,655.00	210 15BR007924	5,655.00
			CDP1310-P/PM SVC-09/30/18-AV L	4,029.59	210 15BR008924	4,029.59
			CP15006-PROFESSIONAL SERVICES	1,775.00	232 16ST028924	1,775.00
				<u>25,287.09</u>		<u>25,287.09</u>
7399722	D4099	KYLE & KYLE RANCHES, INC	SOL-STRAW BALES(416)	3,328.00	101 4649568	3,328.00
7399723	09178	LIGHT HOUSE STUDIOS	CONCERT VIDEO PRODUCTION	1,350.00	101 4305205	1,350.00
7399724	04351	LYN GRAFIX	TOTE BAGS(300)/ART	1,070.86	101 4220301	1,070.86
7399725	08562	NAPA AUTO PARTS	CRDT-OIL FLLR CAP-EQ4361	(11.98)	203 4785207	(11.98)
			SPLIT POLY-EQ5723	22.81	101 4631207	22.81
			CBN AIR FLTRS(12)-EQ3982	188.16	480 4755207	188.16
			LAMP-EQ5827	14.22	101 4633207	14.22
			PRIMARY WIRE-EQ5629	56.94	101 4641207	56.94
			MOTOR OIL-EQ3999	10.47	203 4752207	10.47
			ALUM HUB CAP-EQ3770	49.56	203 4752207	49.56
			SWITCH-EQ6809	10.06	101 4545207	10.06
			OIL FILTERS(3)-EQ1751	13.80	101 4200207	13.80
			ALTERNATOR-EQ4358	190.03	203 4785207	190.03
			WORK LIGHT-EQ3302	21.89	101 4753207	21.89
			WORK LIGHT-EQ2386	21.89	101 4753207	21.89
			WORK LIGHT-EQ2309	21.89	101 4753207	21.89
			BRAKE PADS-EQ3992	71.11	480 4755207	71.11
				<u>680.85</u>		<u>680.85</u>
7399726	08060	NEIL CHAFETZ MD INC	CLAIM #040-15/CLGL-1346A1	1,299.50	109 4430300	1,299.50
7399727	D2634	O'REAR, JEFFREY R	10/18-PRODUCTION SERVICES	400.00	101 4649225	400.00
7399728	03762	OFFICE DEPOT	FOLDERS	48.83	101 4770259	48.83
			LCE-OFFICE SUPPLIES	148.60	490 4250259	148.60
				<u>197.43</u>		<u>197.43</u>
7399729	09193	OLD TOWN NEWHALL ICE LLC	FOD-FREEZER RNTL/ICE	1,723.50	101 4649563	1,723.50

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7399730	09204	ORTEGA, SUSAN	RFND-RDP-RNTL DEP-10/20/18	100.00	101 2182001	100.00
7399731	05509	P A R S	08/18-REP FEES	4,958.57	101 4220301	4,958.57
7399732	A7221	P E R S LONG TERM CARE PROGRAM	LONG TERM CARE PREM-PP 22-2018	1,499.80	101 2170200	1,499.80
7399733	07916	PARRON HALL CORPORATION	INTERIOR DESIGN SERVICES	7,375.00	101 4633402	7,375.00
7399734	08930	PAVEMENT ENGINEERING INC	2018 PVMNT MNGNG CNSLTNG SVCS	28,383.75	210 12ST037924	28,383.75
7399735	05998	PAVING THE WAY FOUNDATION	CMMNTY SPPRT/GOOD CTZNSHP PRGM	500.00	101 4820301	500.00
			CMMNTY SPPRT/GOOD CTZNSHP PRGM	1,968.00	101 4820301	1,968.00
				<u>2,468.00</u>		<u>2,468.00</u>
7399736	06160	PRIME TIME PARTY RENTALS	BOO-TENTS/TABLE/CHAIR RENTALS	4,205.00	101 4649561	4,205.00
7399737	07287	PRINTING BOSS	OMP-BANNER REPLACEMENT	754.59	101 4634402	754.59
			HERO BANNERS(20)	969.08	101 4649225	969.08
			FOD-BANNER	492.75	101 4649563	492.75
			BOO-POLE BANNER	78.84	101 4649561	78.84
			BAP-BANNER PATCH	32.85	101 4640251	32.85
				<u>2,328.11</u>		<u>2,328.11</u>
7399738	04361	PROTECTION ONE	LMS-11/18-ALARM MONITORING	48.62	101 4632301	48.62
7399739	05943	ROBERTSON'S	CONCRETE	409.31	203 4752410	409.31
7399740	08492	RUTAN & TUCKER, LLP	09/18-LEGAL SERVICES	1,505.00	991 4240301	1,505.00
7399741	D3947	S G A CLEANING SERVICES	AHP-GRAFFITI REMOVAL	185.00	101 4631402	185.00
			AHP-GRAFFITI REMOVAL	875.00	101 4631402	875.00
				<u>1,060.00</u>		<u>1,060.00</u>
7399742	A8260	SAGE STAFFING	EM-PARKS STAFF-10/15-19/18	1,116.00	101 4600308	1,116.00
			AM-PUBLIC SFTY STFF-10/15-19/18	535.80	101 4820308	535.80
			SB-FINANCE STAFF-10/15-19/18	918.38	101 4410308	918.38
			AT-LCE STAFF-10/15-19/18	1,002.00	490 4250308	1,002.00
				<u>3,572.18</u>		<u>3,572.18</u>
7399743	09188	SALAS, EDUARDO ANGEL	POWWOW-PERF-10/20/18	50.00	101 4653251	50.00
7399744	09147	SCHADEGG, JOHN C	CDR MOAH-FIGURE MODEL	100.00	101 4651251	100.00
7399745	08790	SECURE TASK	MTNC YD-10/18-SECURITY PATROL	4,638.00	203 4752301	4,638.00
7399746	05934	SHI INTERNATIONAL CORP	ELITEDESK TOWERS(16)	13,950.48	109 4315291	13,950.48
			HP WORKSTATION	1,421.05	109 4315291	1,421.05
			BARRCUDA VIRUS SVC UPDATE	3,266.14	101 4315302	3,266.14
				<u>18,637.67</u>		<u>18,637.67</u>
7399747	1894	SIGNS & DESIGNS	PAC-POSTERS(2)	142.35	101 4650205	142.35

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Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
7399748	01816	SMITH PIPE & SUPPLY INC	PBP-IRRIGATION SUPPLIES	306.85	101 4631404	306.85
			PBP-IRRIGATION SUPPLIES	78.23	101 4631404	78.23
			PBP-IRRIGATION SUPPLIES	218.43	101 4631404	218.43
				<u>603.51</u>		<u>603.51</u>
7399749	09205	SMITH, LESLIE	RFND-AHP-RNTL DEP-10/20/18	250.00	101 2182001	250.00
7399750	D4215	SPERLING M D, HILLEL	CLAIM #040-15/CLGL-1346A1	3,050.00	109 4430300	3,050.00
7399751	06429	STANTEC CONSULTING SRVCS INC	CP1311-RECYCLED WATER STUDY	216.00	480 4761301	216.00
			CP17006-15TH ST W ROUNDABOUT	1,753.00	206 16ST005924	1,753.00
			CP17007-15TH ST E ROUNDABOUT	1,467.25	210 16ST006924	1,467.25
				<u>3,436.25</u>		<u>3,436.25</u>
7399752	05590	STUDIO EQUIPMENT RENTALS INC	BAP-GENERATOR RNTL-10/05/18	556.28	101 4640251	556.28
7399753	09197	THIEF & BARREL	FOD-BEVERAGES	3,096.00	101 4649563	3,096.00
7399754	C5522	THOMSON REUTERS-WEST PMT CENT	08/18-INFORMATION CHARGES	517.46	101 4230301	517.46
7399755	04239	TIM WELLS MOBILE TIRE SERVICE	TIRE-EQ7604	79.36	101 4761207	79.36
			FLAT REPAIR-EQ6808	15.00	101 4800207	15.00
			FLAT REPAIRS(2)-EQ3831	50.00	203 4752207	50.00
				<u>144.36</u>		<u>144.36</u>
7399756	08783	UNIFIRST CORPORATION	UNIFORM CLEANINGS	110.49	480 4755209	110.49
7399757	05551	UNITED SITE SRVCS OF CA,SO DIV	LUC-FENCE RNTL-10/05-11/01/18	61.32	101 4633403	61.32
7399758	31009	UNIVERSAL ELECTRONIC ALARMS	CDR ST-11/18-SECURITY ALARM	37.00	101 4651301	37.00
			PAC-11/18-FIRE ALARM	56.00	101 4650301	56.00
			MOAH-11/18-FIRE ALARM	27.00	101 4633301	27.00
			PAC-11/18-SECURITY ALARM	27.00	101 4650301	27.00
			WH-11/18-SECURITY ALARM	27.00	101 4633301	27.00
			OMP-11/18-SECURITY ALARM	27.00	101 4634301	27.00
			CH-11/18-SECURITY ALARM	27.00	101 4633301	27.00
				<u>228.00</u>		<u>228.00</u>
7399759	D1583	UNIVERSITY OF ANTELOPE VALLEY	DEP-EMP GALA CATERING-11/16/18	4,780.77	101 4649225	4,780.77
7399760	05834	VENCO WESTERN, INC	CH-TURF REMOVAL	431.50	203 4636404	431.50
7399761	09023	VERTEX SURVEY INC	CP17009-5TH ST CRRDR IMPRVMENTS	11,800.00	210 15ST055924	11,800.00
7399762	C2434	VINSA INSURANCE ASSOCIATES	BLVD BLOCK PARTY POLICY	1,900.00	101 4649559	1,900.00
			10/17-10/18-RENTERS INSURANCE	781.22	101 3402200	781.22
				<u>2,681.22</u>		<u>2,681.22</u>
7399763	06384	VOYAGER FLEET SYSTEMS INC	VOYAGER FLEET SYSTEMS 10/24/18	551.53	101 2602000	551.53
7399764	06209	WAGeworks	10/18-FSA ADMIN FEES	471.97	101 2170213	445.99

City of Lancaster Check Register



From Check No.: 7399141 - To Check No.: 7399769

From Check Date: 10/28/18 - To Check Date: 11/10/18

Printed: 11/15/2018 16:33

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
				471.97	101 2170214	25.98
						471.97
7399765	31026	WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES	279.64	203 4752406	279.64
7399766	2400	XEROX CORPORATION	08/16-COPIER LEASE-GYA 112199	(11.51)	101 4410254	(11.51)
			09/16-COPIER LEASE-GYA 112199	(116.39)	101 4410254	(116.39)
			03/17-COPIER LEASE-GYA 112199	(5.30)	101 4410254	(5.30)
			04/17-COPIER LEASE-GYA 112199	(28.83)	101 4410254	(28.83)
			04/17-COPIER LEASE-GYA 112199	29.03	101 4410254	29.03
			03/17-COPIER LEASE-GYA 112199	5.34	101 4410254	5.34
			09/16-COPIER LEASE-GYA 112199	116.92	101 4410254	116.92
			08/16-COPIER LEASE-GYA 112199	11.57	101 4410254	11.57
				0.83		0.83
7399767	C5392	CARDLOCK FUELS SYSTEM	QRTLTY LEASE PYMNT-3RD QTR 2018	395,196.00	991 4240963	395,196.00
7399768	08798	LANE RANCH PLAZA LLC	RFND-90% SPR 14-05 PERF SCRTY	393,840.00	101 2503000	393,840.00
7399769	06313	R C BECKER & SON, INC	CP17020-AVE I CORRDR IMPRVMNTS	46,946.63	206 15ST042924	2,440.18
					209 15ST042924	22,253.22
					321 15ST042924	22,253.23
			CP18003-SCHOOL PED IMPROVEMNTS	205,529.52	210 15ST037924	205,529.52
				252,476.15		252,476.15

Chk Count 629

Check Report Total 3,154,125.27

STAFF REPORT
City of Lancaster

CC 3
12/11/18
MVB

Date: December 11, 2018

To: Mayor Parris and City Council Members

From: Chenin Dow, Economic Development Manager

Subject: **Amendment to Reimbursement Agreement with Viper Enterprises**

Recommendation:

Approve an amendment to the existing reimbursement agreement with Viper Enterprises for high-quality improvements to the public realm in the vicinity of the Lancaster Auto Mall; and authorize the City Manager, or his designee, to execute all related documents.

Fiscal Impact:

The fiscal impact is two-fold: the launch of the new RAM of the West dealership has already proven to be a significant source of revenue to the General Fund, while the proposed amendment will cost up to \$135,000 in capital funding for public improvements to enhance the aesthetic appeal and walkability of the Auto Mall.

Background:

An institution in the Antelope Valley, H.W. Hunter, Inc., known today as Hunter Dodge/Chrysler/Jeep/RAM and Hunter Fiat, has been serving the region since 1944. Brothers Tim and Tom Fuller took the reins of the family-owned business in 1997, following in the footsteps of founder and grandfather Hank Hunter and father Tom Fuller. The brothers have continued to build and strengthen the Hunter brand, earning recognition as the top-selling truck dealership in the Los Angeles region. The community has benefitted from their progress in the form of new jobs, increased sales tax revenues, and the many charitable contributions the Fullers make to the community, from the PRCA RAM California Circuit Finals Rodeo and the City's 4th of July Fireworks Spectacular to Rotary International and Desert Haven Enterprises.

In 2017, the Fullers sought to build upon their success by breaking ground on RAM of the West, the largest RAM truck center in North America. To support this endeavor and help catalyze the associated job creation and increase in sales tax revenue, the City Council approved a Reimbursement Agreement for public improvements in March 2017. Under this contract, the City agreed to provide \$1.1 million in reimbursement for the required public improvements. These included street and traffic improvements on 10th Street West and Avenue K-8; landscaping and irrigation; street lighting; drainage improvements; and more.

During the course of the project, it was necessary to change the R-value in the scope of development from four inches to six inches. As a result, the total cost of the project increased. The proposed amendment would allow for reimbursement of up to \$135,000 in additional costs expended for the needed public improvements.

Today, the dealership and associated improvements are complete and RAM of the West is selling more vehicles than ever before. The company has hired dozens of new employees, substantially increased revenues and the associated sales tax generated to the City, and made significant improvements to the public realm that have enhanced the 10th Street West corridor adjacent to the Auto Mall for motorists and pedestrians alike.

This agreement and the associated amendment allow the City to facilitate the growth of a family-owned business and excellent community partner that has been operating in Lancaster for three generations, while also providing the benefits of job creation and increased sales tax revenue to the community.

CD:te

Attachments:

Reimbursement Agreement with Viper Enterprises, Inc.

First Amendment to Reimbursement Agreement with Viper Enterprises, Inc.

REIMBURSEMENT AGREEMENT

THIS REIMBURSEMENT AGREEMENT (this "Agreement") is made and entered into as of March 14, 2017, by and between the **CITY OF LANCASTER**, a municipal corporation and charter city (the "City"), and **VIPER ENTERPRISES, INC.**, a California corporation ("Dealer"). The City and Dealer are sometimes individually referred to as a "Party" and collectively as the "Parties."

RECITALS

A. The Dealer operates a Dodge, Chrysler, Jeep, RAM, and Fiat automobile dealership at the Lancaster Auto Mall. Having outgrown its current location, the Dealer purchased a 5.4-acre property from the City in late 2015 that is located at the northeast corner of Avenue K-8 and 10th Street West (the "New Dealership Site"). The New Dealership Site is adjacent to the Lancaster Auto Mall.

B. Plans are now well underway for the Dealer to construct a new "RAM of the West" dealership on the New Dealership Site. RAM of the West will be the largest dealership of its kind in North America. As such, it offers an incredible opportunity for the expansion of a locally-owned family business and the Lancaster Auto Mall. This expansion will result in the creation of additional jobs and increase sales tax revenue.

C. Subject to the terms and conditions of this Agreement, the City desires to reimburse the Dealer up to One Million One Hundred Thousand Dollars (\$1,100,000.00) for certain public improvements the Dealer is required to construct as part of the New Dealership Site's development.

NOW, THEREFORE, in consideration of the above recitals and other good and valuable consideration, the parties hereby agree as set forth below.

1. Dealer's Obligation to Construct Public Improvements. Dealer shall construct or cause construction of certain public improvements as described and within the times specified in the Public Improvements Scope of Development attached hereto as Exhibit "A" and incorporated herein ("Public Improvements").

2. City's Reimbursement Obligation. Upon completion and City's acceptance of the Public Improvements, the City shall reimburse Dealer up to One Million One Hundred Thousand Dollars (\$1,100,000.00) (the "Maximum Reimbursement") of the actual cost of construction; provided, however, that the City shall only be obligated to reimburse the Dealer to the extent the Dealer provides documentary evidence satisfactory to the City showing that the amount requested was incurred as a cost of constructing the Public Improvements (including, planning, design and hard and soft construction costs) and actually paid by the Dealer.

3. Issuance of Public Improvements Contract. Subject to applicable laws, the Dealer shall select all companies to bid on the construction of the Public Improvements, determine which bids qualify and select the lowest, qualified bid. The Dealer shall present the bid it has selected to the City for review and approval. The scope of work to be constructed and bid on, as well as all other documents the Dealer uses in soliciting and/or advertising for bids

shall be reviewed and approved by the City prior to the Dealer commencing such solicitation and/or advertising.

4. Conformity with State Labor and Work Safety Laws. The Dealer shall carry on the design and construction of the Public Improvements in a timely manner and in conformity with all applicable laws, including but not limited to all applicable state labor and work safety laws and regulations, including the provisions of Labor Code Sections 1770, *et seq.* relating to prevailing wages, to the extent applicable to the Public Improvements, as to which the City makes no representations. Without limiting the general indemnity provided in Section 5 of this Agreement, the Dealer agrees to hold the City harmless and to indemnify and defend the City from all claims arising under the provisions of Labor Code §§ 1720, *et. seq.*, including, but not limited to the provisions of Labor Code Section 1726 and 1781.

5. Indemnification. The Dealer agrees to indemnify, defend and hold the City and its officers, employees, agents, representatives, and assigns ("City Indemnitees") harmless from and against any losses, claims, demands, actions, or causes of action, of any nature whatsoever, arising out of or in any way connected with the performance of the Dealer, its officers, employees, agents, or representatives under this Agreement, including costs of suit and reasonable attorneys' fees. In the event the City Indemnitees are made a party to any action, lawsuit, or other adversarial proceeding in any way involving such losses, claims, demands, actions, or causes of action, the Dealer shall provide a defense to the City Indemnitees (with legal counsel selected by the City), including reasonable attorneys' fees, incurred in defense of such claim. In addition, the Dealer shall be obligated to promptly pay any final judgment or portion thereof rendered against the City Indemnitees.

6. Officers and Employees. No officer or employee of the City or Dealer shall be personally liable to the other Party in the event of any default or breach or for any amount which may become due for breach of any obligation of the terms of this Agreement.

7. Notice. Any notice, demand, request, consent, approval, or communication either party desires or is required to give to the other party or any person shall be in writing and either served personally or sent by prepaid, first-class mail to the address set forth below. Notice shall be deemed communicated forty-eight (48) hours from the time of mailing if mailed as provided in this Section.

To City: City of Lancaster
44933 N. Fern Avenue
Lancaster, CA 93534
Attn: Mark Bozigian

To Dealer: Viper Enterprises, Inc.
1130 Auto Mall Drive
Lancaster, CA 93534
Attn: Tim & Tom Fuller

8. Assignment of Agreement. Neither Party may assign its obligations hereunder to any assignee without the prior written consent of the other Party.

9. General Provisions.

(a) Except as otherwise provided herein, the terms, conditions, covenants, and agreements set forth herein shall apply to and bind the heirs, executors, administrators, assigns, and successors of the Parties hereto.

(b) The Parties to this Agreement do not rely upon any warranty or representation not contained in this Agreement.

(c) This Agreement shall be governed by and interpreted with respect to the laws of the State of California.

(d) Any failure or delay by any party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any rights or remedies provided for herein.

(e) This Agreement may be amended at any time by the mutual consent of the Parties by an instrument in writing signed by the Parties.

10. Severability. In the event that any provision or provisions of this Agreement are held unenforceable, all provisions not so held shall remain in full force and effect.

11. Authority of Signatories. The persons executing this Agreement on behalf of the Parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that by so executing this Agreement the parties are formally bound to the provisions of this Agreement.

[Signatures begin on next page.]

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

CITY:

CITY OF LANCASTER, a California municipal corporation and charter city

By: 
Name: Mark V. Bozigian
Its: City Manager

ATTEST:


City Clerk

APPROVED AS TO FORM:


City Attorney

DEALER:

VIPER ENTERPRISES, INC., a California corporation

By: 
Name: THOMAS FULLER
Its: PRESIDENT

EXHIBIT "A"

PUBLIC IMPROVEMENTS SCOPE OF DEVELOPMENT

The project will encompass the installation of street improvements, including pavement, curb, gutter, sidewalk, street lights, and undergrounding of utilities, along Avenue K-8 and 10th Street West. If the existing pavement section does not meet the Development Services Department required structural section, improvements will also include reconstruction of the street to the centerline. Additional pavement as required to transition to existing pavement, or as needed to provide additional turn lanes opposing new improvements, will also be included.

Improvements will also include Class II bike lanes on both sides of Avenue K-8 and a transition to the existing bike lane on Avenue K-8. A raised, landscaped median with stamped concrete will be installed on 10th Street West, with striping as needed to accommodate the median.

Avenue K-8 will be designed and constructed to include an eight-foot landscaped parkway and a six-foot meandering sidewalk. The parkway adjacent to the curb must not be less than four feet in width. A parkway planter with landscaping and irrigation will be installed, as well as a "purple pipe" irrigation system to provide for connection to recycled water. A 20-foot landscape easement will be dedicated along the property frontage, including an expanded area at the intersection of 10th Street West and Avenue K-8.

Americans with Disabilities Act (ADA) compliant curb ramps will be installed at the intersection of 10th Street West and Avenue K-8. ADA-compliant "walk arounds" will be installed at driveway locations, as well as dual ADA curb ramps at all intersections. Above-ground utilities including but not limited to fire hydrants, junction boxes, and street lights will be placed outside the sidewalk.

Adequate drainage facilities, including box culverts or similar and any needed storm drains, will be installed to eliminate nuisance water and mitigate on- and off-site drainage. Local main line sewers and separate laterals will be installed and dedicated at such time as the permanent buildings are constructed on-site.

All improvements will be in compliance with the Site Plan Review No. 16-07 Conditions List issued on February 14, 2017, as well as the future aesthetic enhancements planned for Auto Mall West.

**FIRST AMENDMENT
TO
REIMBURSEMENT AGREEMENT**

THIS FIRST AMENDMENT TO REIMBURSEMENT AGREEMENT (this “First Amendment”) is entered into as of December 11, 2018, by and between the **CITY OF LANCASTER**, a California charter city and municipal corporation (the “City”), and **VIPER ENTERPRISES, INC.**, a California corporation (the “Dealer”). The City and Dealer are sometimes individually referred to as a “Party” and collectively as the “Parties.”

RECITALS

A. The City and Dealer entered into that certain “Reimbursement Agreement” dated as of March 17, 2017 (the “Agreement”).

B. The Agreement generally provides that the City shall reimburse the Dealer up to One Million One Hundred Thousand Dollars (\$1,100,000.00) for certain public improvements the Dealer is required to construct as part of the New Dealership Site’s (as defined in the Agreement) development.

C. The Parties desire by this First Amendment to amend Section 2 of the Agreement to increase the reimbursement amount by One Hundred Thirty Five Thousand Dollars (\$135,000.00), from One Million One Hundred Thousand Dollars (\$1,100,000.00) to One Million Two Hundred Thirty Five Thousand Dollars (\$1,235,000.00), due to the change or modification to the project specifications or scope of development described below.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and conditions set forth herein the City and Dealer hereby agree as follows:

1. City’s Reimbursement Obligation. The City’s Maximum Reimbursement Obligation as defined in Section 2 of the Agreement shall be and hereby is increased by One Hundred Thirty Five Thousand Dollars (\$135,000.00), from One Million One Hundred Thousand Dollars (\$1,100,000.00) to One Million Two Hundred Thirty Five Thousand Dollars (\$1,235,000.00). This increase represents the additional cost the Dealer will incur as a result of the R-value specified in the Public Improvements Scope of Development (described in Section 1 of the Agreement and attached to the Agreement as Exhibit “A”) being changed from four inches to six inches. The Dealer acknowledges and agrees that the increase provided in this First Amendment is the only additional amount the City shall be required to pay as a result of the foregoing change.

2. No Further Changes. Except as expressly provided to the contrary in this First Amendment, the terms of the Agreement shall remain in full force and effect as written. All terms used herein and not defined herein but defined in the Agreement shall have the meaning given to such terms therein.

3. Effectiveness. This First Amendment shall become effective immediately upon execution by City and Dealer.

IN WITNESS WHEREOF, City and Dealer have executed this First Amendment as of the date set forth above.

CITY:

CITY OF LANCASTER, a California charter city and municipal corporation

By: _____
Its: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

DEALER:

VIPER ENTERPRISES, INC., a California corporation

By: _____
Its: _____

STAFF REPORT
City of Lancaster

CC 4
12/11/18
MVB

Date: December 11, 2018

To: Mayor Parris and City Council Members

From: Britt Avrit, MMC, City Clerk

Subject: **Consideration of adoption of Ordinance No. 1052**

Recommendation:

Adopt **Ordinance No. 1053**, amending Chapters 5.56 and 17.43 of the Lancaster Municipal Code, relating to the regulation of cannabis commercial activity in the City.

Fiscal Impact:

There is no direct fiscal impact associated with administering this ordinance as all costs will be covered by application and other fees for services.

Background:

Proposed Revisions to LMC Chapters 5.56 and 17.43;

The purpose of the proposed ordinance is also to align the City’s regulation of commercial cannabis activity with applicable state law and to regulate the types of commercial cannabis activity permitted under state law. The proposed ordinance is specifically in response to the state laws that permit commercial cannabis activity and the objective of the proposed ordinance is to minimize the negative impacts of commercial cannabis activity.

The proposed ordinance continues to prohibit all dispensaries or retail store-fronts of any kind, outdoor cannabis cultivation facilities, delivery businesses and stand-alone distribution facilities within the City. The proposed ordinance continues to allow indoor cultivation and manufacturing facilities, the number of which is now subject to Resolution 18-46, but does not distinguish between “adult” or “medicinal” use.

The proposed ordinance addresses possible facilities that are “multi-section,” that is, a facility that consists of multiple suites or units, each of which is rented or leased to a separate tenant. The ordinance incorporates the licensure and approval requirements for Tenant Licenses. The operator of either a stand-alone or multi-section facility is still required to apply for and obtain a Primary License (formerly called a “Local License”).

The proposed ordinance also would allow for Primary and Tenant Licensees to engage in self-distribution of cannabis and cannabis products, provided the distribution is solely for purposes of procuring, selling and/or transporting the Licensee's own cannabis and cannabis products. The proposed ordinance would also allow testing laboratories to operate in the City with a general business license, provided a laboratory has all requisite state accreditations and licenses.

At the November 13, 2018 City Council meeting, the City Council approved the introduction of Ordinance No. 1053 by the following vote:

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

Attachment:
Ordinance No. 1053

ORDINANCE NO. 1053

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LANCASTER, CALIFORNIA, AMENDING CHAPTERS 5.56 AND 17.43 TO THE LANCASTER MUNICIPAL CODE RELATING TO THE REGULATION OF CANNABIS COMMERCIAL ACTIVITY

WHEREAS, in October of 2015, Governor Brown signed into law the Medical Marijuana Regulation and Safety Act, which established a comprehensive State licensing and regulatory framework for the cultivation, manufacture, transportation, testing, storage, distribution, and sale of medical cannabis and which provided that local jurisdictions could permit or prohibit some or all commercial medical cannabis activity; and

WHEREAS, in November of 2016, the citizens of the state of California voted to approve Proposition 64, the “Control, Regulate and Tax Adult Use of Marijuana Act” (AUMA), which authorized individuals who do not have a physician’s recommendation for medicinal cannabis to possess and use marijuana and/or concentrated cannabis subject to certain restrictions, and which provided that local jurisdictions have the authority to allow or prohibit adult-use cannabis commercial activity (e.g., commercial cultivation, manufacturing, retail store-fronts, etc.); and

WHEREAS, on February 28, 2017, the City Council approved the Medical Cannabis Cultivation Facilities Ordinance No. 1019, adding Chapters 5.56 and 17.43 to the Lancaster Municipal Code (LMC), which allowed for cultivation and manufacturing facilities, for medical cannabis only, within the City subject to approval of a local license and a Conditional Use Permit (CUP) in the industrial zones or any adopted specific plan that permits industrial uses; and

WHEREAS, on February 28, 2017, City Council additionally adopted Resolution 17-05 setting the maximum number of local licenses and conditional use permits issued pursuant to Chapter 5.56 and 17.43 of the City’s Municipal Code, respectively, at ten (10); and

WHEREAS, in June of 2017, the State Legislature passed, and the Governor signed, Senate Bill 94, the “Medicinal and Adult-Use Cannabis Regulation and Safety Act” (MAUCRSA), which was intended to harmonize and consolidate the provisions of the medicinal and adult-use laws to allow for uniform procedures for state licensing, and through which local jurisdictions continue to have the authority to allow, limit, or prohibit adult-use and/or medicinal commercial cannabis activity; and

WHEREAS, on August 14, 2018, the City Council adopted Resolution 18-46, eliminating the maximum number of licenses and CUPs that may be issued and authorizing the City Manager to determine the number to be issued; provided, however, that the City Manager shall report back to the City Council after each multiple of ten (10) local licenses and CUPs are issued pursuant to Chapters 5.56 and 17.43 of the City’s Municipal Code, respectively; and

WHEREAS, to align its regulations regarding cannabis commercial activity with the MAUCRSA and other applicable state law, while also attempting to minimize its negative impacts, the City now desires to amend its existing regulations to do the following: (a) allow both medical and non-medical cannabis cultivation and manufacturing facilities; (b) allow approved cannabis cultivation and/or manufacturing facilities to self-transport their own cannabis and cannabis products to facilities outside of the City; and (c) address possible multi-section facilities which may contain separate suites rented or leased by individual tenant cultivators and/or manufacturers.

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

Section 1. Chapters 5.56 (“Medicinal Cannabis Cultivators”) and 17.43 (“Medical Cannabis Cultivation Facilities”) of the Lancaster Municipal Code are hereby repealed and replaced with new Chapters 5.56 and 17.43 (each titled “Commercial Cannabis Activity”), as set forth in Exhibit “A” attached collectively hereto and incorporated herein by reference.

Section 2. Chapter 5.60 (“Nonmedical Marijuana”) of the Lancaster Municipal Code is hereby repealed.

Section 3. The Mayor shall sign and the City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published and posted pursuant to the provisions of law in that regard and this Ordinance shall take effect 30 days after adoption.

I, Britt Avrit, MMC, City Clerk of the City of Lancaster, do hereby certify that the foregoing ordinance was regularly introduced and placed upon its first reading on the 13th day of November, 2018, and placed upon its second reading and adopted at a regular meeting of the City Council on the 11th day of December, 2018 by the vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

BRITT AVRIT, MMC
City Clerk
City of Lancaster

R. REX PARRIS
Mayor
City of Lancaster

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

CERTIFICATION OF ORDINANCE
CITY COUNCIL

I, _____, _____ City of Lancaster, California, do hereby certify that this is a true and correct copy of the original Ordinance No. 1053, for which the original is on file in my office.

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

(seal)

EXHIBIT “A”

CHAPTER 5.56
COMMERCIAL CANNABIS ACTIVITY

Sections:

5.56.010	Purpose and intent.
5.56.020	Definitions.
5.56.030	Permissible commercial cannabis activity.
5.56.040	Prohibited commercial cannabis activity.
5.56.050	License required.
5.56.060	Other licenses, permits, approvals required.
5.56.070	Primary and Tenant License application process.
5.56.080	Grounds for denial or revocation; conditions of approval.
5.56.090	Modification or other material changes.
5.56.100	Renewal of a Primary or Tenant License.
5.56.110	Limitations on City’s liability.
5.56.120	Additional terms and conditions.
5.56.130	Operational requirements.
5.56.140	Inspections.
5.56.150	Appeals.
5.56.160	Licenses, permits not transferable.
5.56.170	Violations.
5.56.180	Regulations.
5.56.190	Severability.

5.56.010 - Purpose and intent.

Commercial cannabis activity shall be permitted as set forth in this chapter and Chapter 17.43 of the Code. Licensure and location approval shall be required pursuant to and in accordance with this Chapter, Chapter 17.43 of the Code, and any and all regulations promulgated by the City Manager to implement the provisions of this chapter and/or Chapter 17.43. The purpose of this Chapter is to align the City’s regulation of commercial cannabis activity with applicable state law and to regulate the types of commercial cannabis activity permitted under state law. This Chapter is enacted specifically in response to the state laws that permit commercial cannabis activity and the objective of this Chapter is to minimize its negative impacts.

5.56.020 - Definitions.

A. The following terms shall be defined as follows:

“Adult-Use” or “Adult-use cannabis” means cannabis or cannabis product that is used or intended to be used by adults who are over twenty-one (21) years of age and who do not possess a physician’s recommendation for medicinal cannabis.

“Applicant” means a person applying for a City commercial cannabis license.

“Cannabis” means all parts of the plant *Cannabis sativa* Linnaeus, *Cannabis indica*, or *Cannabis ruderalis*, whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salts, derivative, mixture, or preparation of the plant, its seeds, or resin. “Cannabis” also means the separated resin, whether crude or purified, obtain from cannabis. For the purpose of this Chapter, “cannabis” does not mean industrial hemp as that term is defined by Section 81000 of the California Food and Agricultural Code or Section 11018.5 of the California Health and Safety Code.

“Cannabis concentrate” means cannabis that has undergone a process to concentrate one or more active cannabinoids, thereby increasing the product’s potency. Resin from granular trichomes from a cannabis plant is a concentrate for purposes of this Chapter.

“Cannabis cultivation facility” means a facility wherein cannabis is propagated, planted, grown, harvested, dried, cured, graded, labeled, tagged for tracking or trimmed, or that does all or any combination of those activities.

“Cannabis dispensary” or “dispensary” means a premises where cannabis, cannabis products, or devices for the use of cannabis or cannabis products are offered, either individually or in any combination, for retail sale, including an establishment that delivers cannabis and cannabis products as part of a retail sale.

“Cannabis distribution facility” means any facility or location, not associated with a Primary or Tenant License, where the primary purpose is the procurement, sale, and transport of cannabis and cannabis products between entities.

“Cannabis facility” means collectively any cannabis cultivation facility and/ or manufacturing facility, as those terms are defined in this Chapter. For purposes of this chapter, “cannabis facility” and “facility” may be used interchangeably.

“Cannabis manufacturing facility” means a facility where the production of cannabis concentrate, or preparation, propagation, compounding and/or packaging of manufactured cannabis is conducted, either directly or indirectly or by extraction methods, independently by means of chemical synthesis, or by a combination of extraction and chemical synthesis.

“Cannabis product,” means cannabis that has undergone a process whereby the plant material has been transformed into a concentrate, including, but not limited to, concentrated cannabis, or an edible or topical product containing cannabis or concentrated cannabis and other ingredients.

“Canopy” means the total combined indoor area for all locations on a property where cannabis is being cultivated, as measured by the horizontal extent of the plant or combination of plants at the widest point and measured in a straight line. This does not include aisles or walkways.

“Cultivation” means any activity involving the propagation, planting, growing, harvesting, drying, curing, grading, or trimming of cannabis.

“Delivery” means the commercial transfer of cannabis or cannabis products from a dispensary to a purchaser. “Delivery” also includes the use by a cannabis facility of any technology platform owned and controlled by the cannabis facility, that enables purchasers to arrange for or facilitate the commercial transfer by a licensed dispensary of cannabis or cannabis products.

“Distribution” means the procurement, sale, and transport of cannabis and cannabis products between licensed cannabis business entities.

“Edible cannabis product” means manufactured cannabis that is intended to be used, in whole or in part, for human consumption, including, but not limited to, chewing gum, but excluding products set forth in Division 15 (commencing with Section 32501) of the Food and Agricultural Code. An edible cannabis product is not considered food as defined by Section 109935 of the Health and Safety Code or a drug as defined by Section 109925 of the Health and Safety Code.

“Good Cause” for purposes of denying, revoking or refusing to renew or reinstate a Primary or Tenant License includes, but is not limited to, the following:

1. The Licensee or Applicant has violated any of the terms, conditions or provisions of this Chapter, of state law, of any regulations and/or rules promulgated pursuant to state law, any applicable local rules and/or regulations, or any special terms or conditions placed upon its conditional use permit, state license, and/or Primary or Tenant License;
2. The Licensed Premises have been operated in a manner that adversely affects the public health, safety or welfare or the safety of the immediate neighborhood in which the establishment is located, causes adverse economic impacts, increased crime, increased incidence of communicable disease, decreased property values and/or an increase in the number of transients in the area;
3. The Licensee or Applicant has knowingly made false statements, misrepresentations or material omissions on an application form, renewal form, or any other document submitted to the City;
4. Issuance of the License would impair the health, safety or welfare of the public, cause negative impacts to property values, impair the City’s ability to prevent crime associated with cannabis, and/or impair the City’s ability to ensure that cannabis grown remains secure and does not find its way to minors or illicit markets.
5. The Applicant or Licensee’s criminal history does not indicate that the Applicant or Licensee is of good moral character; or the Applicant or Licensee has been convicted of an offense that is substantially related to the qualifications, functions, or duties of the business or profession for which the application is made. In determining which offenses are substantially related to the qualifications, functions, or duties of the business or profession for which the application is made, the City may consider, without limitation, the factors as set forth in Section 26057 of the Business and Professions Code;
6. The Licensee or Applicant is employing or being financed in whole or in part by any person whose criminal history indicates that person is not of good moral character;
7. The Applicant or Licensee has failed or refused to allow City officials to inspect security recordings, activity logs, or business records, of the licensed premises;
8. The Licensee has failed to adequately reconcile its inventory, such that shortages in its cannabis and/or cannabis product cannot be accounted for in the paper and/or electronic inventory tracking system(s);
9. The Applicant or Licensee is owned by, has an officer or director who is, or is employing or financed in whole or in part by, a licensed physician making recommendations for medical cannabis;
10. The Applicant or Licensee has had a Primary or Tenant License revoked or has had more than one suspension on its Primary or Tenant License by the City; or
11. The Applicant or Licensee operated a cannabis business in violation of this Chapter, Chapter 17.43, or any other applicable state or local law.

“Legal parcel” means a parcel of land for which one legal title exists. Where contiguous legal parcels are under common ownership or control, such legal parcels may at the option of the property owner be counted as a single parcel for purposes of this Chapter.

“Licensee” means a person who has been issued a state license, Primary License and a conditional use permit pursuant to this Chapter.

“Manufacturer” means a person that conducts the production, preparation, propagation, or compounding of manufactured cannabis or cannabis products either directly or indirectly or by extraction methods, or independently by means of chemical synthesis or by a combination of extraction and chemical synthesis at a fixed location that packages or repackages cannabis or cannabis products or labels or relabels its container.

“Medicinal cannabis” or “medicinal cannabis product” means cannabis or a cannabis product, respectively, intended to be sold for use pursuant to the Compassionate Use Act of 1996 (Section 11362.5 of the Health and Safety Code) by a medicinal cannabis patient in California who possesses a physician’s recommendation. For purposes of this chapter, “medicinal” and “medical” may be used interchangeably.

“Multi-section cannabis facility” means a cannabis cultivation and/or manufacturing facility that consists of multiple cannabis cultivation and/or manufacturing suites rented or leased to one or more persons other than the Primary Licensee, each of whom holds a Tenant License and who operates subject to the Primary License and the conditional use permit.

“Person,” as used in this chapter, means and includes any individual, partnership or any kind, corporation, limited liability company, association, joint venture or other organization or entity, however formed.

“Primary License” means a cannabis regulatory permit issued by the City pursuant to this chapter, which is held by a person who will operate a cannabis facility or a multi-section cannabis facility.

“State law(s)” shall mean and include California Health and Safety Code Section 11362.5 (Compassionate Use Act of 1996); California Health and Safety Code Sections 11362.7 through 11362.83 (Medical Cannabis Program Act); California Business and Professions Code Sections 26000 through 26231.2 (Medicinal and Adult-Use Cannabis Regulation and Safety Act (“MAUCRSA”)), and all other applicable laws of the state of California.

“State license,” “license,” or “registration” means a state license issued pursuant to MAUCRSA.

“State licensing authority” shall mean the Bureau of Cannabis Control within the California Department of Consumer Affairs, the California Department of Public Health, the California Department of Food and Agriculture, or any other state agency responsible for the issuance, renewal, or reinstatement of a license issued under MAUCRSA or the agency authorized to take disciplinary action against such license.

“Tenant” means a person who rents or leases a suite from a Primary Licensee at a multi-section cannabis facility.

“Tenant License” means a cannabis regulatory permit issued by the City pursuant to this chapter to a person who rents or leases a suite from a Primary Licensee.

“Testing Laboratory” has the same meaning as that term is defined by Section 26001(as) of the Business and Professions Code and shall mean a laboratory, facility or entity that offers or performs tests of cannabis or cannabis products and that is both of the following:

- (1) Accredited by an accrediting body that is independent from all other persons involved in commercial cannabis activity in the state;
 - (2) Licensed by the Bureau of Cannabis Control.
- B. Words and phrases not specifically defined in this code shall have the meaning ascribed to them as defined in the following sources:
1. The Compassionate Use Act of 1996 (California Health and Safety Code Section 11362.5);
 2. The Medical Cannabis Program Act (California Health and Safety Code Sections 11362.7 through 11362.83); and
 3. The Medicinal and Adult-Use Cannabis Regulation and Safety Act (California Business & Professions Code Sections 26000 through 26231.2) as may be amended from time to time.

5.56.030 - Permissible cannabis commercial activity; number of permissible facilities.

- A. Subject to this Chapter, Chapter 17.43 and all other applicable state and local laws and regulations, a person may operate an indoor cannabis cultivation and/or manufacturing facility within the City.
- B. A Primary or Tenant Licensee may engage in distribution of cannabis and/or cannabis products, provided such distribution is solely for purposes of procuring, selling and/or transporting cannabis and/or cannabis product for said Licensee’s facility. .
- C. The maximum number of Primary Licenses issued by the City may be limited by resolution of the City Council. Such limitation may be based on number of Primary Licenses, the aggregate area of cannabis facilities, or any other measure determined by the City Council.
- D. Testing laboratories, accredited and licensed as required pursuant to MAUCRSA, may be operated within the City.

5.56.040 - Prohibited commercial cannabis activity.

Within the City, it shall be unlawful to operate a cannabis distribution facility, cannabis dispensary, cannabis delivery business, or outdoor cannabis cultivation facility.

5.56.050 - License required.

It is unlawful for a person to operate a cannabis facility or suite without first having obtained a Primary or Tenant License. It is unlawful for a person to operate a cannabis testing laboratory without having first obtained a business license pursuant to Chapter 5.04 of the Code. A person must have a current and valid license at all times such person is transacting business.

5.56.060 - Other licenses, permits, approvals required.

- A. A Licensee shall only operate at a location for which a conditional use permit has been approved for use as a cannabis facility, in accordance with the procedures set forth in Chapter 17.43.
- B. A testing laboratory must first obtain accreditation and state licensure as required pursuant to MAUCRSA prior to applying for, and being issued, a City business license, and must hold current and valid accreditation and state licensure at all times the laboratory is conducting business.
- C. Prior to commencing cannabis facility or testing laboratory operations, a person shall obtain all approvals, permits and licenses required by other local agencies, including without limitation, the Los Angeles County Department of Public Health and the Los Angeles County Fire Department.
- D. Prior to commencing cannabis facility operations, a person shall obtain all requisite state licenses, permits and approvals, and must maintain current and valid requisite state licenses at all times such person is operating a cannabis facility. Until such time as the applicable state agencies begin issuing permanent licenses, a cannabis facility shall obtain and maintain a current and valid temporary state license.

5.56.070 - Primary and Tenant License application process.

- A. Requirements for all Primary and Tenant License applicants.

The Applicant shall file an application with the City Manager or designee upon a form provided by the City and shall pay an application fee as established by resolution adopted by the City Council as amended from time to time. The application shall include a statement by the Applicant that he or she certifies under penalty of perjury that all of the information contained in the application is true and correct. The City shall not receive or act upon an application for the issuance of a Primary or Tenant License pursuant to this Chapter until a completed application and the fee established by resolution of the City Council is submitted to the City. An Applicant shall have an opportunity to cure any incomplete application within ten (10) days of written notice of incompleteness by the City. An application for a Primary or Tenant License shall include at least the following:

1. Proof of organizational status, such as articles of incorporation, taxpayer or employer identification number, by-laws, organizational minutes, partnership agreements, and other documentation as may be required by the City.
2. Proof of having paid for and obtained an electronic fingerprint scan, known as Live Scan; which will be used to conduct a criminal background investigation. Live Scan documentation shall be required of the Applicant, any management personnel responsible for the day-to-day operations and activities of the cannabis facility, and any shareholder, partner, member, officer and/or director.

3. Documentation establishing that the Applicant is, or will be, entitled to possession of the premises for which application is made. Evidence of lawful possession consists of a properly recorded deed, lease, evidence of ownership of the premises, or other written documents acceptable to the City. Applicants for a Tenant License may provide a rental agreement, lease, or notarized letter from the Primary Licensee stating that Tenant applicant shall be authorized to occupy the premises and operate a cannabis facility in the designated suite or unit, subject to issuance of the Tenant License. The licensed premises shall only be the geographical area that is specifically and accurately described in executed documents verifying lawful possession. Licensees are not authorized to relocate to other areas or units within a building structure without first filing a change of location or modification of premises application, obtaining a conditional use permit for the new premises, paying the fee established by resolution of the City Council and obtaining approval from the City.
4. An operating plan for the proposed cannabis cultivation facility (or suite or unit within a multi-section facility) including the following information:
 - a. A general description of the types of products and services to be provided by the facility;
 - b. A floor plan designating all interior dimensions and the layout of the facility, suite or unit, including all limited access areas, areas of ingress and egress, and all security camera locations. Such floor plan shall also show the principal uses of the floor area depicted therein and shall identify all areas where plants will be located;
 - c. An employee list;
 - d. Name of third-party tracking software the facility, suite or unit will use to track the cannabis;
 - e. A detailed description of the type of cultivation processes to be utilized, including, without limitation, all nutrients, chemicals and other materials;
 - f. A specific description of the types of manufacturing products, activities, extraction and/or infusion methods to be conducted, specific equipment to be utilized, whether and which volatile solvents will be used, and what percentage of the facility will be used for such activity.
5. A security plan for the proposed facility, suite or unit including, at a minimum, the following security requirements:
 - a. Video surveillance. The facility, suite or unit must be equipped with a video surveillance system that meets all of the requirements set forth in this subsection.
 - i. Security cameras and digital storage of recordings shall be maintained in good condition and used in an on-going manner, twenty-four (24) hours per day, seven days per week.
 - ii. The security system must maintain at least one hundred twenty (120) concurrent hours of digitally recorded video for each security camera in the Licensed Premises. Security footage should be stored in an MPEG4, MJPEG, H.264, or another format approved by the City in writing.
 - iii. Security Cameras must provide adequate and sufficient coverage for the facility, which must include but need not to be limited to, all restricted and limited access areas, all areas of ingress and egress, the public areas, storage areas, and any other areas as required by this Chapter and the MAUCRSA.

- iv. The video surveillance system must be equipped with a failure notification system that provides prompt notification to a security company licensed by the Department of Consumer Affairs, Bureau of Security & Investigative Services, of any surveillance interruption or complete failure of the surveillance system that lasts longer than fifteen (15) minutes. The licensed alarm company must promptly report any such notification to the City's Public Safety Department.
- v. The video surveillance system shall have sufficient battery backup to support a minimum of four (4) hours of recording in the event of a power outage.
- vi. The video surveillance system shall stream a live feed accessible to the City and Los Angeles County Sheriff's Department via a secure Internet portal, virtual private network or other form of secure remote access.
- b. Alarm system. The facility, suite or unit shall have an audible interior and exterior security alarm system installed on all perimeter entry points and perimeter windows, operated, and monitored by a security company licensed by the Department of Consumer Affairs, Bureau of Security & Investigative Services, and approved by the City. "Perimeter entry points" includes, regardless of size, all doors, windows, hatches and/or points at which systems (such as HVAC systems) enter a structure.
- c. Signage requirement. The facility must comply with the following signage requirements.
 - i. A sign shall be posted in a conspicuous place near each point of public access which shall be not less than twelve (12) inches wide and twelve (12) inches long, composed of letters not less than one inch in height, stating "All Activities Monitored by Video Camera."
 - ii. Limited access areas shall be clearly identified by the posting of a sign which shall be not less than twelve (12) inches wide and twelve (12) inches long, composed of letters not less than a half inch in height, which shall state, "Limited Access Area- Authorized Personnel Only."
- d. Lighting. The facility's, suite's or unit's entrance(s) and all window areas shall be illuminated during evening hours. The Applicant shall comply with the City's lighting standards regarding fixture type, wattage, illumination levels, shielding, and other restrictions, and secure the necessary approvals and permits as needed.
- e. Commercial-grade locks. All points of ingress and egress to a facility, suite or unit shall ensure the use of commercial-grade, nonresidential door locks and/or window locks.
- f. Onsite security staff twenty-four (24) hours a day, seven days a week.
6. Written Authorization for the City to seek verification of the information contained within the application and to conduct the background check(s).
7. Any additional information that the City may request to process and fully investigate the application. The additional information must be provided to the City no later than ten (10) days after the date of the request unless otherwise specified by the City. Failure to provide such additional information by the requested deadline may result in denial of the application.

B. Additional requirements for multi-section Primary License applicants.

In addition to the requirements set forth in subsection A of this section, applicants for a multi-section facility Primary License shall provide a statement acknowledging and agreeing that the applicant shall be liable and responsible for the conduct of its Tenants and tendering to the City the annual surcharge amount attributable to its Tenant Licensees. The applicant shall further provide a statement attesting that the Primary Licensee shall enter into a written rental agreement, lease or other agreement with each of its Tenants that incorporates, includes a copy of, and expressly requires the Tenant to comply with Chapter 5.56 and 17.43 of this Code, including, without limitation, the Tenant's obligation to do the following:

1. Pay to the Primary Licensee the annual surcharge amount attributable to the Tenant Licensee's activities;
2. Comply with the employee license requirements set forth in this chapter;
3. Defend and indemnify the City as set forth in Section 17.43.130 of this Code; and
4. Comply with the inspection requirements set forth in Sections 5.56.140 and 17.43.140 of this Code.

5.56.080 - Grounds for denial, suspension, revocation or refusal to renew; conditions of approval.

- A. The City Manager or designee shall reject an application for a Primary or Tenant License upon a finding of Good Cause, as defined in section 5.56.020.
- B. The City Manager or designee may place conditions upon the approval of any Primary or Tenant License which are, in the opinion of the City Manager or designee, reasonably related to the protection of the health, safety and welfare of (i) the neighborhood in which the proposed cannabis facility is to be located and/or (ii) the general public.
- C. All persons who are engaged in or who are attempting to engage in cannabis activity in any form shall do so only in strict compliance with the terms, conditions, limitations and restrictions of this Chapter, Chapter 17.43, and all other applicable state and local laws and regulations.
- D. The City Manager or designee is authorized to make policies and procedures consistent with this Chapter concerning the applications, the application process, the information required of Applicants, the application procedures, and the administration and procedures to be used and followed in the application process.
- E. A Primary or Tenant License issued by the City constitutes a revocable privilege. The Applicant has the burden of proving its qualifications for a Primary or Tenant License at all times.
- F. The City Manager or designee may summarily suspend, revoke or refuse to renew a Primary or Tenant License if any of the following occur:
 1. The City Manager or designee makes a finding of Good Cause concerning the Licensee, as defined in section 5.56.020;
 2. The City Manager or designee determines that the Licensee has failed to comply with this Chapter, Chapter 17.43 of this Code or any condition of approval, or a circumstance or situation has been created that would have permitted the City Manager or designee to deny the Primary License;
 2. Operations cease for more than ninety (90) calendar days;
 3. Ownership is changed without securing a new Primary License;

4. The facility, suite or unit fails to maintain one hundred twenty (120) concurrent hours of security recordings;
5. The Licensee fails or refuses to allow inspection of the premises, security recordings, books, records or other documents by authorized City officials; and/or
6. The Licensee fails to possess and/or maintain all current and valid requisite state and county licenses. 5.56.090 - Modification or other material changes.

In addition to any requirements in this Chapter, a modification of a cannabis facility, and/or change of manager, location or other material change of the cannabis cultivation facility, suite or unit shall comply with the following:

- A. The Licensee shall report the proposed modification of cannabis cultivation facility, and/or change of manager, location or other material change of the cannabis cultivation facility, suite or unit to the City Manager or designee on forms prescribed by the local licensing authority, pay the fee established by resolution of the City Council and receive written approval from the City Manager or designee prior to any such transfer or change.
- B. In the event of a transfer of ownership interest in the Primary or Tenant Licensee, a new license application must be submitted, with all other information and documentation required for said application. The City shall require a criminal background check for any new owner or manager of a cannabis facility, suite or unit that was not previously performed pursuant to this Chapter. Should certain information or documentation remain applicable to the facility under new ownership, the applicant shall attest in writing to same, and shall identify specifically which information or documentation so applies.
- C. A Licensee shall not make physical change, alteration, or modification of the cannabis facility, suite or unit that materially or substantially alters the cannabis facility, suite or unit from the plans approved by the City without paying the fee established by resolution of the City Council and obtaining the prior written approval of the City. Material changes include, but are not limited to: a decrease in the number of security cameras, the relocation of a security camera identified in the application submitted pursuant to Section 5.56.070, an increase or decrease in the total square footage of the cannabis facility, suite or unit or the addition, sealing off, or relocation of a wall, common entryway, doorway, or other means of public ingress and/or egress. Applications for modifications of a cannabis facility, suite or unit shall be made on forms prescribed by the City. The City may deny a requested material modification if, in its sole discretion, it determines that such modification poses or has the likelihood of posing a hazard to public health, safety or welfare.
- D. For a change of location, a Licensee may apply to the City to change the location previously approved for such Primary or Tenant License to any other place in the City. Applications for changes of location shall be made on forms prescribed by the City. A change in location of a cannabis facility is subject to all zoning and distance requirements set forth in this Chapter and Chapter 17.43 and any and all other applicable local and state laws and regulation. It is unlawful to relocate any cannabis facility at any such place or location until the City grants express permission and the City has approved a conditional use permit for the new location.
- E. With the exception of a suite or unit within a multi-section facility, a Primary Licensee shall not sublet any portion of a licensed premises for any purpose without prior written City approval. A Tenant Licensee shall not sublet any portion of the Licensee's suite or unit.

5.56.100 - Renewal of a Primary or Tenant License.

- A. A cannabis facility Licensee may apply for the renewal of a Primary or Tenant License no less than sixty (60) days prior to the License's expiration date. The City may elect to administratively continue a Primary or Tenant License past its expiration date, provided that the Licensee has tendered all requisite fees and has submitted a renewal application that is complete but pending final action by the City.
- B. An application for renewal will only be accepted if it is accompanied by the requisite fees.
- C. Each application for renewal shall include updated information for any part of the application that has undergone a change in circumstance since the original application, last renewal filing, or modification, and shall recertify all information submitted in prior application(s).
- D. Unless the City has expressly authorized in writing the renewal of the Primary or Tenant License, a License is immediately invalid upon expiration and the cannabis cultivation facility shall cease operations until such time as a current and valid License is issued.
- E. All Primary and Tenant Licenses are valid for one year. A Primary or Tenant License may be valid for less than the applicable license term if revoked, suspended, voluntarily surrendered, or otherwise disciplined.

5.56.110 - Limitations on City's liability.

To the fullest extent permitted by law, the City shall not assume any liability whatsoever, with respect to approving any Primary or Tenant License pursuant to this Chapter or the operation of any cannabis facility, suite or unit approved pursuant to this Chapter. As a condition of approval a Primary or Tenant License as provided in this Chapter, the Applicant shall:

- A. Execute an agreement indemnifying the City from any claims, damages, liabilities or other obligations of any kind whatsoever, associated with the operation of the cannabis facility;
- B. Maintain insurance in the amounts and of the types that are acceptable to the City Manager or designee, with such additional insured endorsements as may be required by the City;
- C. Agree to defend, at its sole expense and with counsel of the City's choice, any action against the City, its agents, officers, and/or employees related to the approval of a Primary License; and
- D. Agree to reimburse the City for any court costs and attorney fees that the City may be required to pay as a result of any legal challenge related to the City's approval of a Primary License.
- E. Deposit with the City and maintain security of at least twenty thousand dollars (\$20,000.00) that may be used by the City as, when and to the extent necessary to satisfy the Applicant's obligations under this Section 5.56.110. The security required by this paragraph shall be in the form of cash or any other form approved by the City in its sole and absolute discretion.

- F. Expressly acknowledge in writing that (i) the City incurs no liability whatsoever as a result of the City's issuance of a Primary or Tenant License pursuant to this Chapter, a conditional use permit pursuant to Chapter 17.43 and/or approval of the security plan required by this Chapter, (ii) the Applicant is aware that the cultivation of cannabis and/or the manufacture of cannabis products may violate federal law, including, without limitation, the Controlled Substances Act, 21 U.S.C. § 801 et seq., and the Applicant assumes all liability for such violation.

5.56.120 - Additional terms and conditions.

Based on the information set forth in the application, the City Manager or designee may impose reasonable terms and conditions on the proposed operations of the cannabis facility in addition to those specified in this Chapter.

5.56.130 - Operational requirements.

A Primary or Tenant Licensee must operate the Licensee's cannabis facility, suite or unit in full compliance with the requirements set forth in this Chapter at all times. Failure to comply with any of these requirements shall be considered grounds for suspension and/or revocation of a Primary or Tenant License.

- A. General obligation to operate in compliance. A Licensee shall comply fully with all of the applicable restrictions and mandates set forth in applicable state and local laws and regulations, as well as the operating plan and security plan submitted pursuant to Section 5.56.070.
- B. General obligation to pay taxes. A Licensee shall pay any applicable sales tax pursuant to federal, state, and local law, and all other legally required taxes and fees required by this Code.
- C. General obligation for compliant facilities. A Licensee's facility, suite or unit, as well as all operations as conducted therein, shall fully comply with all applicable rules, regulations, and laws including, but not limited to, this Chapter and Chapter 17.43 of the Code requiring application and issuance of a conditional use permit, the California Revenue and Taxation Code, the Americans with Disabilities Act, and all applicable state laws.
- D. Inspection of records. A Licensee shall make its books, records and all other documents related to its operation available for inspection by any City officer, city official and/or law enforcement officer for purposes of determining compliance with the requirements of this Chapter.
- E. Secure storage of product. Cannabis or cannabis product possessed by a Licensee shall be kept and stored in a secured manner within a limited access area or restricted access area at all times in compliance with the security plan approved pursuant to Section 5.56.070.

- F. Prohibition on cannabis consumption on premises. On-site smoking, ingestion, or consumption of cannabis shall be prohibited on the premises of all cannabis cultivation facilities, suites and/or units. The term “premises” as used in this subsection includes the actual building, as well as any accessory structures, common areas and parking areas. A sign shall be posted at each entrance of a cannabis cultivation facility that clearly and legibly states, “Smoking, ingestion, or consumption of cannabis on these licensed premises or in their vicinity is prohibited and a violation of the Lancaster Municipal Code.”
- G. Prohibition on alcohol sales, distribution, or consumption on licensed premises. A Licensee shall not sell, provide, store, or distribute any product that would require that the seller possess a license issued by the California Department of Alcoholic Beverage Control.
- H. Display of license. A Licensee shall display a copy of its Primary or Tenant License issued pursuant to this Chapter in a conspicuous place at the entrance to the licensed premises.
- I. No physician evaluations on licensed premises. A Licensee shall not permit a physician to evaluate patients or to provide recommendations for medical cannabis within its licensed premises. Cannabis facilities shall not offer or provide any form of remuneration to a physician who recommends medical cannabis.
- J. Community relations designee. A Licensee must provide the City Manager or his/her designee with the name, phone number, facsimile number, and email address of an on-site community relations representative or staff person or other representative to whom the City can provide notice if there are operating problems associated with the facility or refer members of the public who may have complaints or concerns regarding the facility.
- K. Seed to sale tracking required. A Licensee must utilize third-party software that tracks all sales, transfers, purchases, receipts, deliveries of cannabis and cannabis products. The software must be capable of producing electronic shipping manifests, tracking all cannabis inventory in possession of the facility, promptly identifying a discrepancy in the stock, and tracking cannabis back to its source in the event of a serious adverse event.
- L. Unique identifiers. A cannabis facility must comply with the unique identification program required pursuant to MAUCRSA; provided, however, that any unique identification program shall, pursuant to Section 11362.777(f)(2) of the Health and Safety Code, adhere to the requirements set by the California Department of Food and Agriculture and be the equivalent to those administered by the California Department of Food and Agriculture.
- M. Employee permits. No person shall be employed by or at cannabis facility, suite or unit, without a valid cannabis facility employee permit issued by the City to such person. A Primary or Tenant Licensee shall promptly supplement the information provided as part of its application pursuant to Section 5.56.070 with the names of all employees within ten (10) days of any change in the information originally submitted.

1. The City Manager shall grant, deny and renew cannabis facility employee permits. The application for a permit shall be made on a form provided by the City Manager, or his or her designee. The completed application shall contain the following information and be accompanied by the following documents:
 - a. The employee's legal name and any other names used by the employee;
 - b. The employee's age, date and place of birth;
 - c. The employee's present residence address and telephone number;
 - d. Whether the employee has been convicted of a criminal offense;
 - e. Date, issuing state and number of state issued driver's license or identification card and social security number;
 - f. Satisfactory written proof that the employee is at least twenty-one (21) years of age;
 - g. Proof of having paid for and obtained a Live Scan;
 - h. A color photograph clearly showing the employee's face;
 - i. If the application is made for the purpose of renewing a permit, the employee shall the permit number to be renewed.
2. The completed application shall be accompanied by a non-refundable application fee adopted by resolution of the City Council as may be amended from time to time.
3. If the City determines that the employee application is incomplete, the City Manager shall notify the employee of such fact, including the reasons the application is not complete. The applicant shall have ten (10) calendar days to complete the application properly.
5. The City Manager or designee shall grant, deny, revoke or refuse to renew an employee permit application and so notify the employee. The City Manager shall grant the application and issue the permit unless the application is denied for one or more of the following reasons:
 - a. The employee has knowingly made any false, misleading, or fraudulent statement of a material fact in the application for a permit or in any report or document required to be filed with the application or has omitted information reasonably necessary for issuance of the permit;
 - b. The employee is under twenty-one (21) years of age;
 - c. The cannabis facility employee permit is to be used for employment in a business prohibited by state or local laws, ordinances, or regulations;
 - d. Within the preceding ten years, the employee has been convicted of one or more of the following crimes:
 - i. Possession of a controlled substance for sale pursuant to Health and Safety Code Section 11351.
 - ii. Sale of a controlled substance pursuant to Health and Safety Code Section 11352.
 - iii. Any violent crime, as defined by Penal Code Section 667.5.
 - iv. Any crime considered a "strike" pursuant to Penal Code Section 1192.7(c).
 - v. Such other crimes or offenses as may be determined by the City Council by resolution.

- e. The applicant's or permittee's criminal history does not indicate that applicant or permittee is of good moral character.
- 6. The cannabis cultivation facility employee permit, if granted, shall state on its face the name of the person to whom it is granted, and the expiration date. The City shall provide each person issued a facility employee permit with identifying information as determined appropriate by the City. The permit shall be available for inspection at all times during which the employee is on the premises of the cannabis facility.

5.56.140 - Inspections.

- A. Recordings made by security cameras, books, records and all other documents related to a cannabis cultivation facility's, suite's or unit's operation shall be made immediately available to the City Manager or designee upon request; no inspection warrant, search warrant or subpoena shall be needed to view the materials.

5.56.150 - Appeals.

- A. Any decision regarding the denial, suspension or revocation of or refusal to renew a Primary or Tenant License or employee permit may be appealed by filing a written appeal on a City-approved form, and paying the applicable fee, with the City Clerk within ten (10) calendar days from the date of the decision. The basis for the appeal must be specified in detail on the appeal form. If a timely appeal is filed, the effect of the decision shall be stayed pending the outcome of the appeal, unless the City Manager specifically finds that the public health and safety is endangered, in which case the decision shall take effect immediately.
- B. Failure of the City Manager to receive a timely appeal constitutes a waiver of the right to contest a decision; in this event, the decision is final and binding.
- C. As soon as practicable after a timely appeal is filed, the City Manager shall fix a date, time and place for a hearing. The hearing shall be conducted by an independent and impartial hearing officer. Written notice of the time and place for the hearing shall be served by first class mail, at the return address indicated on the appeal form, at least ten (10) calendar days prior to the date of the hearing.
- D. An appellant may request, in writing, that the City Manager reschedule the hearing if the request is made at least twenty-four (24) hours prior to the hearing. The City Manager shall grant one continuance of the hearing date.
- E. Failure of an appellant to appear at the scheduled hearing shall constitute the appellant's waiver of the right to appeal. In this event, the decision is final and binding.

- F. Appeal hearings are informal, and formal rules of evidence and discovery do not apply. The hearing officer shall accept testimony and consider any relevant evidence presented by the City Manager or his or her designee concerning the grounds for the contested decision. The hearing officer shall take the testimony of the appellant, and/or his or her witnesses, and will consider any other evidence the hearing officer deems reliable, relevant and not unduly repetitious. The appellant may represent himself or herself or be represented by anyone of his or her choice, including counsel, at his or her sole expense. The appellant may bring an interpreter to the hearing at his or her sole expense.
- G. The hearing officer shall make findings based on the record of the hearing, and shall prepare a written decision, based on those findings, to uphold, dismiss or modify the City Manager's decision concerning the denial, suspension or revocation of Primary or Tenant License or employee permit. A copy of the written decision shall be served on the appellant by first class mail within ten (10) business days after the hearing.
- H. The decision of the hearing officer shall be the final administrative decision. The superior court is the sole reviewing authority and an appeal of the hearing officer's decision is not appealable to the 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."

5.56.160 – Licenses, permits not transferable.

Notwithstanding any provision to the contrary set forth in this Chapter, Primary and Tenant Licenses and employee permits issued pursuant to this Chapter are not transferable.

5.56.170 – Violations; Public Nuisance.

- A. It is unlawful and shall constitute a public nuisance to engage in or conduct any commercial cannabis activity in violation of any condition of a License, this Chapter, Chapter 17.43, or any other applicable local or state law.
- B. Any violation of any of the provisions of this Chapter shall constitute a misdemeanor violation and upon conviction thereof any violation shall be punishable by a fine not to exceed one thousand dollars (\$1,000.00), or by imprisonment for a period of not more than six months, or by both such fine and imprisonment. Each day a violation is committed or permitted to continue shall constitute a separate offense.
- C. The City may issue an administrative citation for each violation of this Chapter pursuant to the procedures set forth in Chapter 9.48; provided, however, that notwithstanding the provisions of Section 9.48.060(E), the penalty amounts of administrative citations issued for violations of this Chapter shall be as follows, which city council may periodically adjust by resolution:
 - 1. For the first administrative citation, the penalty shall be ten thousand dollars (\$10,000.00);
 - 2. For the second and any subsequent administrative citation, the penalty shall be twenty thousand dollars (\$20,000.00).

- D. The remedies provided herein are not to be construed as exclusive remedies, and in the event of violation, the City may pursue any proceedings or remedies otherwise provided by law. Any administrative citation issued pursuant to this chapter shall not prejudice or adversely affect any other civil, administrative or criminal action that may be brought to correct or abate any unlawful nuisance condition or use caused by a Licensee, permittee or cannabis facility. A civil or criminal action may be brought concurrently with any other process regarding the same violation.

5.56.180 - Regulations.

The City Manager is authorized to promulgate such regulations as may be necessary or convenient to implement this Chapter.

5.56.190 - 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, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more sections, subsections, phrases, or portions be declared invalid or unconstitutional.

CHAPTER 17.43
COMMERCIAL CANNABIS ACTIVITY

Sections:

- 17.43.010 Purpose.
- 17.43.020 Relationship to other laws.
- 17.43.030 Definitions.
- 17.43.040 Permissible cannabis commercial activity; number of permissible facilities.
- 17.43.045 Prohibited commercial cannabis activity.
- 17.43.050 Cannabis facilities conditionally permitted.
- 17.43.060 Primary License and conditional use permit required to operate.
- 17.43.070 Conditional use permit application process; Cannabis License Agreement requirement.
- 17.43.080 Grounds for denial of conditional use permit.
- 17.43.090 Transfer of ownership interest to a new owner; modification of licensed premises and other material changes.
- 17.43.100 Appeals.
- 17.43.110 Permitted zones, distance requirements and other conditions for approval.
- 17.43.120 Confidentiality of information.
- 17.43.130 Limitations on City's liability.
- 17.43.140 Inspections.
- 17.43.150 Violations and enforcement.
- 17.43.160 Revocation of conditional use permit.
- 17.43.170 Public nuisance.
- 17.43.180 Regulations

17.43.010 - Purpose.

- A. The purpose of this Chapter is to regulate all “commercial cannabis activity” in the City, as that term is defined in Section 26001(k) of the Business and Professions Code, to the extent authorized by state law and in a manner designed to minimize negative impacts on the City and neighboring uses, and promote the health, safety, morals, and general welfare of residents and businesses within the City. The purpose of this Chapter is also to align the City’s regulation of commercial cannabis activity with applicable state law and to regulate the types of commercial cannabis activity permitted under state law. This Chapter is enacted specifically in response to the state laws that permit commercial cannabis activity and the objective of this Chapter is to minimize its negative impacts.
- B. This Chapter is further adopted and established pursuant to the specific authority granted to the City in Section 7 of Article XI of the California Constitution and Division 10 of the Business and Professions Code. This Chapter, together with Chapter 5.56 and all other applicable law, shall govern all commercial cannabis activity that occurs within the City.

17.43.020 - Relationship to other laws.

In the event of a conflict between the provisions of this Chapter and the provisions of any other applicable state or local law, the more restrictive provision shall control.

17.43.030 - Definitions.

- A. The following terms shall be defined as follows:

“Adult-Use” or “Adult-use cannabis” means cannabis or cannabis product that is used or intended to be used by adults who are over twenty-one (21) years of age and who do not possess a physician’s recommendation for medicinal cannabis.

“Applicant” means a person applying for a City commercial cannabis license.

“Cannabis” means all parts of the plant *Cannabis sativa* Linnaeus, *Cannabis indica*, or *Cannabis ruderalis*, whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salts, derivative, mixture, or preparation of the plant, its seeds, or resin. “Cannabis” also means the separated resin, whether crude or purified, obtain from cannabis. For the purpose of this Chapter, “cannabis” does not mean industrial hemp as that term is defined by Section 81000 of the California Food and Agricultural Code or Section 11018.5 of the California Health and Safety Code.

“Cannabis concentrate” means cannabis that has undergone a process to concentrate one or more active cannabinoids, thereby increasing the product’s potency. Resin from granular trichomes from a cannabis plant is a concentrate for purposes of this Chapter.

“Cannabis cultivation facility” means a facility wherein cannabis is propagated, planted, grown, harvested, dried, cured, graded, labeled, tagged for tracking or trimmed, or that does all or any combination of those activities.

“Cannabis dispensary” or “dispensary” means any business, office, store, or other retail “storefront” component of any cannabis cooperative or collective that dispenses, distributes, exchanges, sells or provides cannabis.

“Cannabis distribution facility” means any facility or location, not associated with a Primary or Tenant License, where the primary purpose is the procurement, sale, and transport of cannabis and cannabis products between entities.

“Cannabis facility” means collectively any cannabis cultivation facility and/ or manufacturing facility, as those terms are defined in this Chapter. For purposes of this chapter, “cannabis facility” and “facility” may be used interchangeably.

“Cannabis manufacturing facility” means a facility where the production of cannabis concentrate, or preparation, propagation, compounding and/or packaging of manufactured cannabis is conducted, either directly or indirectly or by extraction methods, independently by means of chemical synthesis, or by a combination of extraction and chemical synthesis.

“Cannabis product,” means cannabis that has undergone a process whereby the plant material has been transformed into a concentrate, including, but not limited to, concentrated cannabis, or an edible or topical product containing cannabis or concentrated cannabis and other ingredients.

“Canopy” means the total combined indoor area for all locations on a property where cannabis is being cultivated, as measured by the horizontal extent of the plant or combination of plants at the widest point and measured in a straight line. This does not include aisles or walkways.

“Cultivation” means any activity involving the propagation, planting, growing, harvesting, drying, curing, grading, or trimming of cannabis.

“Delivery” means the commercial transfer of cannabis or cannabis products from a dispensary to a purchaser. “Delivery” also includes the use by a cannabis facility of any technology platform owned and controlled by the cannabis facility, that enables purchasers to arrange for or facilitate the commercial transfer by a licensed dispensary of cannabis or cannabis products.

“Distribution” means the procurement, sale, and transport of cannabis and cannabis products between licensed cannabis business entities.

“Edible cannabis product” means manufactured cannabis that is intended to be used, in whole or in part, for human consumption, including, but not limited to, chewing gum, but excluding products set forth in Division 15 (commencing with Section 32501) of the Food and Agricultural Code. An edible cannabis product is not considered food as defined by Section 109935 of the Health and Safety Code or a drug as defined by Section 109925 of the Health and Safety Code.

“Good Cause” for purposes of denying, revoking or refusing to renew or reinstate a Primary or Tenant License includes, but is not limited to, the following:

1. The Licensee or Applicant has violated any of the terms, conditions or provisions of this Chapter, of state law, of any regulations and/or rules promulgated pursuant to state law, any applicable local rules and/or regulations, or any special terms or conditions placed upon its conditional use permit, state license, and/or Primary or Tenant License;
2. The Licensed Premises have been operated in a manner that adversely affects the public health, safety or welfare or the safety of the immediate neighborhood in which the establishment is located, causes adverse economic impacts, increased crime, increased incidence of communicable disease, decreased property values and/or an increase in the number of transients in the area;
3. The Licensee or Applicant has knowingly made false statements, misrepresentations or material omissions on an application form, renewal form, or any other document submitted to the City;

4. Issuance of the License would impair the health, safety or welfare of the public, cause negative impacts to property values, impair the City's ability to prevent crime associated with cannabis, and/or impair the City's ability to ensure that cannabis grown remains secure and does not find its way to minors or illicit markets.
5. The Applicant or Licensee's criminal history does not indicate that the Applicant or Licensee is of good moral character; or the Applicant or Licensee has been convicted of an offense that is substantially related to the qualifications, functions, or duties of the business or profession for which the application is made. In determining which offenses are substantially related to the qualifications, functions, or duties of the business or profession for which the application is made, the City may consider, without limitation, the factors as set forth in Section 26057 of the Business and Professions Code;
6. The Licensee or Applicant is employing or being financed in whole or in part by any person whose criminal history indicates that person is not of good moral character;
7. The Applicant or Licensee has failed or refused to allow City officials to inspect security recordings, activity logs, or business records, of the licensed premises;
8. The Licensee has failed to adequately reconcile its inventory, such that shortages in its cannabis and/or cannabis product cannot be accounted for in the paper and/or electronic inventory tracking system(s);
9. The Applicant or Licensee is owned by, has an officer or director who is, or is employing or financed in whole or in part by, a licensed physician making recommendations for medical cannabis;
10. The Applicant or Licensee has had a Primary or Tenant License revoked or has had more than one suspension on its Primary or Tenant License by the City; or
11. The Applicant or Licensee operated a cannabis business in violation of this Chapter, Chapter 5.56, or any other applicable state or local law.

"Legal parcel" means a parcel of land for which one legal title exists. Where contiguous legal parcels are under common ownership or control, such legal parcels may at the option of the property owner be counted as a single parcel for purposes of this Chapter.

"Licensee" means a person who has been issued a state license, Primary License and a conditional use permit pursuant to this Chapter.

"Manufacturer" means a person that conducts the production, preparation, propagation, or compounding of manufactured cannabis or cannabis products either directly or indirectly or by extraction methods, or independently by means of chemical synthesis or by a combination of extraction and chemical synthesis at a fixed location that packages or repackages cannabis or cannabis products or labels or relabels its container.

"Medicinal cannabis" or "medicinal cannabis product" means cannabis or a cannabis product, respectively, intended to be sold for use pursuant to the Compassionate Use Act of 1996 (Section 11362.5 of the Health and Safety Code) by a medicinal cannabis patient in California who possesses a physician's recommendation. For purposes of this chapter, "medicinal" and "medical" may be used interchangeably.

"Multi-section cannabis facility" means a cannabis cultivation and/or manufacturing facility that consists of multiple cannabis cultivation and/or manufacturing suites rented or leased to one or more persons other than the Primary Licensee, each of whom holds a Tenant License and who operates subject to the Primary License and the conditional use permit.

“Person,” as used in this chapter, means and includes any individual, partnership or any kind, corporation, limited liability company, association, joint venture or other organization or entity, however formed.

“Primary License” means a cannabis regulatory permit issued by the City pursuant to this chapter, which is held by a person who will operate a cannabis facility or a multi-section cannabis facility.

“State law(s)” shall mean and include California Health and Safety Code Section 11362.5 (Compassionate Use Act of 1996); California Health and Safety Code Sections 11362.7 through 11362.83 (Medical Cannabis Program Act); California Business and Professions Code Sections 26000 through 26231.2 (Medicinal and Adult-Use Cannabis Regulation and Safety Act (“MAUCRSA”)), and all other applicable laws of the state of California.

“State license,” “license,” or “registration” means a state license issued pursuant to MAUCRSA.

“State licensing authority” shall mean the Bureau of Cannabis Control within the California Department of Consumer Affairs, the California Department of Public Health, the California Department of Food and Agriculture, or any other state agency responsible for the issuance, renewal, or reinstatement of a license issued under MAUCRSA or the agency authorized to take disciplinary action against such license.

“Tenant” means a person who rents or leases a suite from a Primary Licensee at a multi-section cannabis facility.

“Tenant License” means a cannabis regulatory permit issued by the City pursuant to this chapter to a person who rents or leases a suite from a Primary Licensee.

“Testing Laboratory” has the same meaning as that term is defined by Section 26001(as) of the Business and Professions Code and shall mean a laboratory, facility or entity that offers or performs tests of cannabis or cannabis products and that is both of the following:

- (1) Accredited by an accrediting body that is independent from all other persons involved in commercial cannabis activity in the state;
- (2) Licensed by the Bureau of Cannabis Control.

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

1. The Compassionate Use Act of 1996 (California Health and Safety Code Section 11362.5);
2. The Medical Cannabis Program Act (California Health and Safety Code Sections 11362.7 through 11362.83); and
3. The Medicinal and Adult-Use Cannabis Regulation and Safety Act (California Business & Professions Code Sections 26000 through 26231.2) as may be amended from time to time.

17.43.040 - Permissible cannabis commercial activity; number of permissible facilities.

A. Subject to this Chapter, Chapter 5.56 and all other applicable state and local laws and regulations, a person may operate an indoor cannabis cultivation and/or manufacturing facility within the City.

B. A Primary or Tenant Licensee may engage in distribution of cannabis and/or cannabis products, provided such distribution is solely for purposes of procuring, selling and/or transporting cannabis and/or cannabis product for said Licensee’s facility.

- C. The maximum number of Primary Licenses issued by the City may be limited by resolution of the City Council. Such limitation may be based on number of Primary Licenses, the aggregate area of cannabis facilities, or any other measure determined by the City Council.
- D. Testing laboratories, accredited and licensed as required pursuant to MAUCRSA, may be operated within the City. Notwithstanding any provision of state laws or regulations, testing laboratories in the City shall only test cannabis and cannabis products.

17.43.045 - Prohibited commercial cannabis activity.

Within the City, it shall be unlawful to operate a cannabis distribution facility, cannabis dispensary, cannabis delivery business or outdoor cannabis cultivation facility.

17.43.050 - Cannabis facilities conditionally permitted.

Cannabis facilities, as defined herein, shall be conditionally permitted within the City, subject to the requirements of this Chapter, Chapter 5.56 and all other applicable state and local laws.

17.43.060 - Primary License and conditional use permit required to operate.

- A. Cannabis facilities shall only be permitted to operate in the City following application, investigation, verification, notice and public hearing, approval and issuance of both a Primary License issued by the City in accordance with the criteria and procedures set forth in Chapter 5.56 and a conditional use permit issued in accordance with the criteria and procedures set forth in this Chapter and any policies, procedures and/or regulations promulgated by the City Manager to implement the provisions of this Chapter and Chapter 5.56. No land use entitlement, permit (including building permit) approval, site plan, certificate of occupancy, zoning clearance, or other land use authorization for a cannabis cultivation facility shall be granted, permitted or valid unless a conditional use permit is first obtained and issued under this Chapter.
- B. All persons who are engaged in or who are attempting to engage in cannabis commercial activity shall do so only in strict compliance with the terms, conditions, limitations and restrictions of Chapter 5.56, this Chapter and all other applicable state and local laws and regulations.
- C. The City Manager is authorized to make policies and procedures consistent with this Chapter concerning the applications, the application process, the information required of Applicants, the application procedures and the administration and procedures to be used and followed in the application and hearing process.

17.43.070 - Conditional use permit application process; Cannabis License Agreement requirement.

- A. Prior to initiating operations and as a continuing requisite to operating a cannabis facility, the Applicant shall obtain a conditional use permit under the terms and conditions set forth in this Chapter. The Applicant shall file an application for a conditional use permit with the City's Development Services Department on the official form supplied by the City and shall pay the applicable application fee as established by resolution of the City Council, as may be amended from time to time. The provisions of Chapter 17.32 that govern conditional use permits generally shall apply to conditional use permits applied for and/or issued under this Chapter; provided, however, that to the extent of any conflict or inconsistency between Chapter 17.32 and this Chapter, the provisions of this Chapter shall control.
- B. An application for a conditional use permit shall include at least the following information:
1. Environmental plan. An environmental plan indicating how cultivation and/or manufacturing will be conducted in accordance with state and local laws related to hazardous material disposal, land conversion, grading, electricity usage, water usage, and agricultural discharges.
 2. Emergency response plan. An emergency response plan which complies with this Code and California Fire Code Section 401, and sets out standard operating procedures to be followed by all individuals in case of a fire, chemical release, chemical spill, or other emergency.
 3. Primary License. Proof that the Applicant has been provisionally approved for a Primary License for the proposed licensed premises, or a statement that the Applicant is applying for a Primary License for the proposed licensed premises concurrently with the conditional use permit application.
 4. Context aerial map. An aerial map stating the distances between the proposed cannabis facility and the nearest school, park and church.
 5. Address of cannabis facility. The address of the location of the proposed cannabis facility.
 6. Site plan and floor plan. A site plan and floor plan of the proposed cannabis facility denoting all uses of areas of the cannabis facility, including any and all storage, employee areas, exterior lighting, restrooms, security cameras, areas of ingress and egress, signage, limited access areas, and restricted access areas.
 7. Interior improvements. Plans and specifications for the interior of the proposed licensed premises if the building to be occupied is in existence at the time of the application. If the building is not in existence or alteration to the building is required at the time of the application, the Applicant shall file a plot plan and a detailed sketch for the interior and shall further submit an architect's drawing of the building to be constructed or renovated.
 8. Owner and manager information. The name and address of any person who is an owner, a manager and person responsible for the day-to-day operations of the proposed cannabis facility. The application shall also contain a statement as to whether any individual included in this list has been convicted of a crime or crimes, the nature of such offense(s), and the sentence(s) received for such conviction(s).

9. Property owner information and acknowledgement. The name and address of the person that owns the real property upon which the proposed cannabis facility is to be operated. In the event the Applicant does not legally own the property, the application must be accompanied by a notarized acknowledgement from the person who owns the property that a cannabis facility will be operated on his or her property.
10. Operating plan. An operating plan for the proposed cannabis facility that includes at least the following information:
 - a. A description of the design of the proposed licensed premises evidencing that the design conforms to applicable City laws.
 - b. A detailed description of the type of cultivation processes to be utilized, including, without limitation, all nutrients, chemicals and other materials.
 - c. A specific description of the types of manufacturing products, activities, extraction and/or infusion methods, packaging, specific equipment to be utilized, whether and which volatile solvents will be used, and what percentage of the facility will be used for such activity.
 - d. A description of the source of power (electric utility company, solar, diesel generators), the size of the electrical service or system, and the total demand to be placed on the system by all proposed uses on-site.
 - e. Verification of all water sources used by the proposed cannabis facility and verification that the proposed cannabis facility does not and will not utilize water that has been or is illegally diverted from any stream, creek, or river.
 - f. Evidence of compliance with all applicable environmental laws and regulations, including, without limitation, those pertaining to air and water quality.
 - g. Any additional document(s) or information reasonably requested by the City.
11. Security plan. A security plan that, to the satisfaction of the City, addresses how the Applicant intends to comply with and implement all requirements of this Chapter, Chapter 5.56 (including, but not limited to, Section 5.56.070(5)) and the MAUCRSA, including, but not limited to, a description of how the security measures are sufficient to ensure the safety of on-site managers and employees, protect the proposed licensed premises from diversion and theft, and ensure that all buildings where cannabis is cultivated or stored and/or where cannabis products are manufactured, packaged and stored are secured sufficiently to prevent unauthorized entry, and not less than the following requirements:
 - a. A diagram indicating all areas to be covered by the 24-hour security cameras which shall include, but are not limited to, all limited and restricted access areas, all areas of ingress and egress, the public areas, storage areas, all doors and windows, and any other areas as required by this Chapter and the MAUCRSA.
 - b. An explanation of the methods the cannabis facility will undertake to ensure cannabis and cannabis products are under secure control of the cannabis facility's staff at all times.

12. Odor filtration system. Verification that the proposed cannabis facility will be equipped with an odor filtration system that meets the following requirements:
 - a. A cannabis facility shall install or provide a sufficient odor absorbing ventilation and exhaust system so that odor generated inside the cannabis facility that is distinctive to its operation is not detected or detectable outside the cannabis facility, anywhere on adjacent property or public rights-of-way, on or about any exterior or interior common area walkways, hallways, breeze-ways, foyers, lobby areas, or any other areas available for common use by tenants or the visiting public, or within any other unit located within the same building as the cannabis facility.
 - b. For enforcement purposes, the standard for determining what constitutes an unlawful odor under this subsection shall be whether such an odor would be deemed offensive to a reasonable individual on an ongoing or periodic basis and personally detectable by City staff or law enforcement personnel.
 13. Declaration. A statement in writing by the Applicant that he or she certifies under penalty of perjury that all the information contained in the application is true and correct.
 14. Acknowledgement. Authorization for the City to seek verification of the information contained within the application.
 15. Any such additional and further information as is deemed necessary by the City to administer this Section or this Chapter.
- C. The City staff shall review, verify and investigate all information on the application and prepare a report for the Planning Commission incorporating the findings of such investigation and verification, including, but not limited to, the suitability of the proposed location, and the Applicant's compliance with the requirements of this Chapter, Chapter 5.56 and all other applicable state and local laws and regulations. The Applicant shall be solely responsible for the cost of any environmental report, study or other document determined by the City to be necessary in order to process the application. Upon the City's demand, the Applicant shall deposit with the City the estimated cost of the environmental report, study or other document determined by the City to be required by applicable law.
- D. An application for a conditional use permit shall be accompanied by a Cannabis License Agreement completed and executed by the Applicant. The City's approval of the Cannabis License Agreement shall be a condition precedent to the effectiveness of a conditional use permit under this Chapter.

17.43.080 - Grounds for denial of conditional use permit.

- A. The Planning Commission shall not hold a public hearing on or approve any application for a conditional use permit to operate a cannabis facility unless the City has provisionally approved Applicant's Primary License pursuant to Chapter 5.56.
- B. In addition to the findings set forth in Section 17.32.090 of this Code, a conditional use permit shall only be granted subject to certain conditions to protect the health, safety and general welfare of the neighborhood or community, subject to the following findings:
 1. The cannabis facility as well as all operations as conducted therein, fully comply with all applicable environmental, building, electrical, zoning and fire Codes, accessibility requirements of the Americans with Disability Act, and all other applicable City and state laws and regulations; and

2. The cannabis facility complies with and meets all operating criteria required pursuant to state laws, Chapter 5.56 of this Code, any other applicable provisions of this Code, and any specific, additional operating procedures and measures as may be imposed as conditions of approval in the conditional use permit.
- C. Following the public hearing, the Planning Commission shall deny an application for a conditional use permit upon making any of the following findings, which shall be made part of the record of the meeting/public hearing:
 1. The findings required by Section 17.32.090 or subsection A for the granting of a conditional use permit cannot be made; or
 2. Good Cause, as defined in this Chapter.
- D. Based on the information set forth in the application, the staff report presented by City staff and testimony presented at the public hearing, the Planning Commission may impose reasonable terms and conditions on a proposed cannabis facility in addition to those specified in and required to be included in every conditional use permit granted under this Chapter.

17.43.090 - Transfer of ownership interest to a new owner, modification of licensed premises and other material changes.

In addition to any requirements in Chapter 5.56 of this Code, the following requirements for transfer of ownership to a new owner, or modification of a cannabis facility apply.

- A. Change of ownership interest to a new owner. A conditional use permit approved in compliance with the provisions of this Chapter shall continue to be valid upon a change of ownership interest in the cannabis facility in the same area, configuration, and manner as it was originally approved in compliance with this Chapter. Notwithstanding anything in this Code to the contrary, a new owner of a facility may not commence operations at the premises until the transfer of ownership interest to a new owner has been approved by the City and the new owner has been issued a Primary License.
- B. Modification of licensed premises. A cannabis facility shall not make physical change, alteration, or modification that materially changes the facility from the plans approved by the City and/or Planning Commission without paying the fee established by resolution of the City Council and obtaining the prior written approval of the City and/or Planning Commission. Material changes shall comply with all current building and safety Codes as determined by the fire chief and building official. Material changes include, but are not limited to: a decrease in the number of security cameras, the relocation of any security camera included in the security plan approved pursuant to Section 17.43.070, an increase or decrease in the total square footage of the licensed premises or the addition, sealing off, or relocation of a wall, common entryway, doorway, or other means of public ingress and/or egress. The City may deny a requested material modification if, in its sole discretion, it determines that such modification poses or has the likelihood of posing a hazard to public health, safety or welfare.

17.43.100 - Appeals.

Any decision regarding the Planning Commission's approval, conditional approval, denial, or revocation of a conditional use permit for a cannabis facility may be appealed to the City Council in accordance with the provisions of Chapter 2.44 of this Code.

17.43.110 - Permitted zones, distance requirements and other conditions for approval.

A. Distance requirements.

1. No cannabis facility shall be located:
 - a. Within 600 feet of a religious assembly;
 - b. Within 1,000 feet of a public or private school, college or university (excluding trade schools);
 - b. Within 1,000 feet of a day care center;
 - c. Within 600 feet of a residential use or residentially designated property;
 - d. Within 600 feet of a public park.
2. An Applicant for a conditional use permit pursuant to this Chapter may request, in conjunction with the conditional use permit, a waiver of the foregoing distance requirements. In considering such request, the Planning Commission may approve a waiver if it makes the following findings:
 - a. The cannabis facility will serve a specific community need; and
 - b. The distance waiver approved for the facility is not expected to result in an adverse effect on adjacent property, uses or residents.
3. Subject to the distance and other requirements of this Chapter, a cannabis facility may only be located on a property within the Light Industrial (LI) zone, Heavy Industrial (HI) zone, or any adopted specific plan that permits industrial uses, and following the application for and granting of a conditional use permit in accordance with this Chapter. In addition to the other required findings, the Planning Commission shall also consider whether approval of the proposed facility will violate the minimum requirements set forth in this Section.
4. All cultivation/manufacture of cannabis shall occur in an enclosed locked structure that shall not exceed 22,000 square feet of Canopy area.
5. A cannabis facility shall not exceed the square footage authorized pursuant to the conditional use permit.
6. From a public right-of-way, there should be no exterior evidence of the cannabis facility except for any signage authorized by this Chapter.
7. All cannabis facilities shall comply with the City's exterior lighting standards.
8. All doors and windows on cannabis facilities shall be appropriately secured and all cannabis securely stored in compliance with the security plan approved pursuant to Section 17.43.070.

B. Any cannabis facility established or operating in the City in violation of the ban established by Ordinance No. 1012, shall not be considered a lawful or permitted nonconforming use. Further, any such unlawfully established cannabis facility shall constitute a public nuisance subject to abatement by the City.

C. All distances specified in this Section shall be measured in a straight line, without regard to intervening structures or topography, from the nearest point of the building or structure in which the cannabis facility is, or will be located, to the following locations.

1. Setbacks from schools, parks, churches and, shall be measured to the nearest property line of the parcel where such use is located.
2. If the cannabis facility is, or will be located, in a multi-unit building, the distances shall be measured from the nearest point of the unit in which the facility is or will be located.

17.43.120 - Confidentiality of information.

- A. The City's review of information submitted or maintained pursuant to this Chapter shall preserve the confidentiality of all information about Applicants, Licensees, owners, employees, volunteers, medical cannabis patients or primary caregivers to the maximum extent consistent with state and local law. The City shall incur no liability for the inadvertent or negligent disclosure of such information. Disclosure of any Applicant or Licensee information to the City for purposes of this Chapter shall not be deemed a waiver of confidentiality.
- B. The City shall treat all financial information provided pursuant to this Chapter as financial data in accordance with the California Public Records Act (California Government Code Section 6254(n)).
- C. Notwithstanding Section 56.10 of the California Civil Code, neither a cannabis facility, nor a City official, shall disclose, the names, addresses, or social security numbers of medical cannabis patients, their medical conditions, or the names of their primary caregivers, sooner than the tenth (10th) day after which the medical cannabis patient whose records are sought to be disclosed has been contacted.
- D. To the extent permitted by law, recordings from security cameras, as well as operating plans and security plans required by this Chapter shall be confidential and shall not be subject to public inspection or disclosure except to City employees.

17.43.130 - Limitations on City's liability.

To the fullest extent permitted by law, the City shall not assume any liability whatsoever, with respect to approving any Primary License pursuant to this Chapter or the operation of any cannabis facility approved pursuant to this Chapter. As a condition of approval a Primary License as provided in this Chapter, the Applicant or its legal representative shall:

- A. Execute an agreement indemnifying the City from any claims, damages, etc., associated with the operation of the facility;
- B. Maintain insurance in the amounts and of the types that are acceptable to the City Manager or designee, with such additional insured endorsements as may be required by the City;
- C. Agree to defend, at its sole expense and with counsel of the City's choice, any action against the City, its agents, officers, and/or employees related to the approval of a Primary License; and
- D. Agree to reimburse the City for any court costs and attorney fees that the City may be required to pay as a result of any legal challenge related to the City's approval of a Primary License.
- E. Expressly acknowledge in writing that (i) the City incurs no liability whatsoever as a result of the City's issuance of a Primary License pursuant to this Chapter 5.56, a conditional use permit pursuant to this Chapter and/or approval of the security plan required by this Chapter, (ii) the Applicant is aware that the cultivation of cannabis and/or manufacture of cannabis products may violate federal law, including, without limitation, the Controlled Substances Act, 21 U.S.C. § 801 et seq., and the Applicant assumes all liability for such violation.

17.43.140 - Inspections.

- A. Recordings made by security cameras at any cannabis facility shall be made immediately available to the City's Public Safety Department, the City Manager, the Los Angeles County Sheriff's Department or their designee upon verbal request for enforcement and/or criminal investigation purposes.
- B. The City Manager, or his or her designee, law enforcement officers, City Development Services Department personnel and City Public Safety personnel and compliance inspectors shall have the right to enter all cannabis facilities from time to time unannounced for the purpose of making reasonable inspections to observe and enforce compliance with this Chapter and Chapter 5.56. Such inspections shall be limited to observing the licensed premises for purposes of determining whether the facility is being operated or maintained in compliance with this Code, state law, and other applicable laws and regulations.

17.43.150 - Violations and enforcement.

- A. Operation of a cannabis cultivation facility in non-compliance with any conditions of approval or the provisions of this Chapter, Chapter 5.56 or any other applicable state or local law or regulation shall constitute a misdemeanor and upon conviction thereof any violation shall be punishable by a fine not to exceed \$1,000, or by imprisonment for a period of not more than 6 months, or by both such fine and imprisonment. Each day a violation is committed or permitted to continue shall constitute a separate offense.
- B. The City may issue an administrative citation for each violation of this Chapter pursuant to the procedures set forth in Chapter 9.48; provided, however, that notwithstanding the provisions of Section 9.48.060(E), the penalty amounts of administrative citations issued for violations of this Chapter shall be as follows, which city council may periodically adjust by resolution:
 - 1. For the first administrative citation, the penalty shall be \$10,000.00;
 - 2. For the second and any subsequent administrative citation, the penalty shall be \$20,000.00.
- C. In lieu of or in addition to the foregoing, the City may collect any and all abatement and related administrative costs pursuant to the provisions of Section 8.28.210.
- D. The remedies provided herein are not to be construed as exclusive remedies, and in the event of violation or non-compliance, the City may pursue any proceedings or remedies otherwise provided by law. Any administrative citation issued pursuant to this chapter shall not prejudice or adversely affect any other civil, administrative or criminal action that may be brought to correct or abate any unlawful nuisance condition or use caused by a Licensee, permittee or cannabis facility. A civil or criminal action may be brought concurrently with any other process regarding the same violation.
- E. Applicants and Licensees shall cooperate with employees and investigators of the City who are conducting inspections or investigations of or pertaining to the enforcement of laws and regulations related to this Chapter. No Applicant or Licensee shall by any means interfere with, obstruct or impede the City's Development Services Department, Public Safety Department, City Manager, law enforcement, or other City official from exercising their duties under the provisions of this Chapter and all rules promulgated pursuant to it.

17.43.160 - Revocation of conditional use permit.

Revocations of a conditional use permit issued under this Chapter shall be governed by Section 17.32.890, et seq. of this Code. In addition to the grounds for revocation set forth in Section 17.32.890, the Planning Commission and/or the City Council may suspend or revoke a conditional use permit if the Planning Commission and/or the City Council find:

- A. Good Cause;
- B. The building, structure, equipment, location or manner of operation of such business does not comply with the requirements of or fails to meet the standards of the health, zoning, fire and safety laws of the state and ordinances of the City applicable to such business operations; or
- C. The cannabis facility has failed to comply with this Chapter or any condition of approval or a circumstance or situation has been created that would have permitted the Planning Commission to initially deny the conditional use permit, including, but not limited to, failure to comply with the operating plan or safety plan approved pursuant to Section 5.56.070.

17.43.170 - Public nuisance.

- A. It is unlawful and shall constitute a public nuisance to establish, maintain, or operate a cannabis facility within the City without having first received a Primary or Tenant License pursuant to Chapter 5.56 and a conditional use permit pursuant to this Chapter.
- B. It is unlawful and shall constitute a public nuisance to engage in or conduct any commercial cannabis activity in violation of this Chapter, Chapter 5.56 or any other applicable local or state law.

17.43.180 - Regulations.

The City Manager is authorized to promulgate such regulations as may be necessary or convenient to implement this Chapter.

17.43.190 - 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, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more sections, subsections, phrases, or portions be declared invalid or unconstitutional.

STAFF REPORT
City of Lancaster

CC 5
12/11/18
MVB

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

Recommendation:

Accept and approve the October 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>October 2018</u>	<u>September 2018</u>
Total Portfolio	1.45%	1.40%
Local Agency Investment Fund	2.14%	2.06%
Total Portfolio Balance:	\$61,745,563	\$63,077,831

The portfolio balance decreased from September to October by \$1,332,268 or 2.0%. Significant revenues for October included \$2,087,261 of Sales & Use Tax. The largest City expenditures were \$2,150,958 to LA County Sheriff for October 2018 law enforcement services and \$1,290,068 for various capital projects.

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
October 31, 2018**

	Interest Rate	Amount	Total
<u>City of Lancaster</u>			
Wells Fargo Bank			\$7,061,761
City of Lancaster Account (note 1)	0.00%	\$6,961,761	
Certificate of Deposit	0.10%	\$100,000	
Bank of America			\$100,000
Certificate of Deposit	0.05%	\$100,000	
U S Bank - Safekeeping (note 2)			\$39,335,226
Commercial Paper	0.00%	\$0	
US Treasury Notes	1.14%	\$12,909,121	
Federal Government Agencies	1.41%	\$15,134,059	
Corporate Securities	1.95%	\$11,201,683	
Cash & Equivalents	0.00%	\$90,363	
California Bank & Trust			\$100,000
Certificate of Deposit	0.01%	\$100,000	
Chase Bank			\$150,919
Certificate of Deposit	0.01%	\$150,919	
Mission Bank			\$201,478
Certificate of Deposit	0.20%	\$201,478	
Local Agency Investment Fund (L.A.I.F.)	2.14%	\$10,480,793	\$10,480,793
Total City of Lancaster			<u>\$57,430,178</u>
Successor Agency for the Lancaster Redevelopment Agency			
Local Agency Investment Fund (L.A.I.F.)	2.14%	\$4,315,386	\$4,315,386
Total Lancaster Successor Agency			<u>\$4,315,386</u>
Total Pooled Portfolio (note 3)			<u>\$61,745,563</u>
Weighted Average	1.450%		

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

	Interest Rate	Amount	Total
Wilmington Trust			\$4,985,382
Lancaster Choice Energy LockBox Account	0.00%	\$4,985,382	
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			\$11,502,023
CFD 89-1 1990 Special Bonds	2.07%	\$120	
LFA CFD 89-1 1997 Special Bonds	2.07%	\$1,722	
LFA L O BONDS 1997 SERIES A & B	2.07%	\$386,844	
LRA Combined 2004 Fire Protection Facilities Project Bonds	2.07%	\$1,548,065	
LRA Combined 2004 Sheriff Facilities Prjct Refunding Bonds	2.07%	\$1,801,801	
LRA Public Capital Facilities 2010 Project Lease Revenue Bonds	2.07%	\$419,528	
LPA Solar Renewable Energy Issue of 2012A	2.07%	\$3,171,742	
SA Combined Project Areas Refunding Bonds 2015A & B	2.07%	\$467,546	
SA Combined Project Areas Refunding Bonds 2016 A-1 & A-2	2.07%	\$1,043,848	
SA Combined Project Areas Refunding Bonds 2016B	2.07%	\$950,531	
LFA 2016 Assessment Revenue Bonds (Streetlights Acquisition)	2.07%	\$412,196	
SA 2017 Tax Allocation Revenue Bonds (TARB)	2.07%	\$1,298,079	
Total Restricted Cash/Investments Held in Trust		<u><u>\$11,502,023</u></u>	
Total Restricted Cash/Investments Held in Trust (note 4)			<u><u>\$17,971,226</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
October 31, 2018

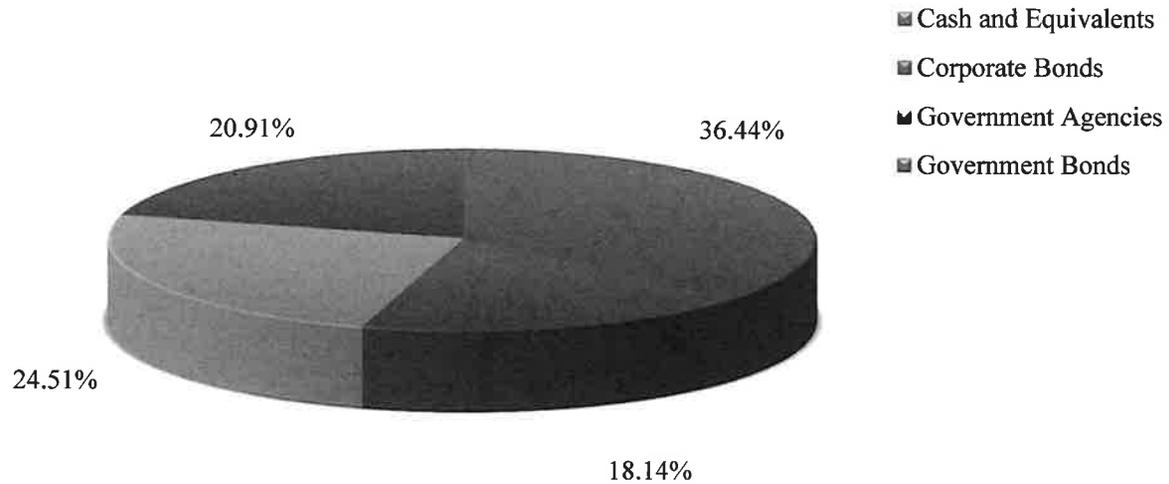
Fund No.	Fund Name	Ending Balance	Fund No.	Fund Name	Ending Balance
101	GENERAL FUND	\$ 12,644,799	323	STATE GRANT - STPL	\$ (2,478)
104	CAPITAL REPLACEMENT FUND	\$ 2,190,543	324	STATE GRANT - OTS	\$ (5,365)
106	COMMUNITY SERVICES FOUNDATION	\$ 125,411	330	STATE GRANT RECYCLING	\$ 211,905
109	CITY SPECIAL RESERVES FUND	\$ (4,655,084)	331	STATE GRANT - OIL RECYCLING	\$ 38,012
150	CAPITAL PROJECTS FUND - CITY	\$ (4,168,711)	349	MISC STATE GRANTS	\$ (120,687)
203	GAS TAX	\$ 1,097,913	361	CDBG	\$ (1,074,891)
204	AQMD	\$ 85,108	363	NBRHD STABILIZATION PRGM	\$ 2,038,079
205	PROP 1B	\$ 242,415	364	HPRP-HOMELESS PREV & RAPID REH	\$ -
206	TDA ARTICLE 8 FUND	\$ (1,704,445)	391	LANCASTER HOME PROGRAM	\$ 754,507
207	PROP "A" TRANSIT FUND	\$ 2,526,130	399	FEDERAL MISCELLANEOUS GRANTS	\$ (347,019)
208	TDA ARTICLE 3 BIKEWAY FUND	\$ (56,256)	401	AGENCY FUND	\$ 540,419
209	PROPOSITION "C" FUND	\$ 4,124,071	402	PERFORMING ARTS CENTER	\$ (37,683)
210	MEASURE R FUND	\$ 5,836,503	404	GRANTS FUND	\$ -
211	MEASURE M FUND	\$ 1,977,425	408	X-AEROSPACE GRANTS FUND	\$ -
213	PARKS DEVELOPMENT FUND	\$ 802,329	456	STILL MEADOW LN SWR ASSMNT DST	\$ 3,013
217	SIGNALS - DEVELOPER FEES FUND	\$ 2,979,868	480	SEWER MAINT FUND	\$ 3,698,930
220	DRAINAGE - DEVELOPER FEES FUND	\$ 4,279,240	482	LANDSCAPE MAINTENANCE DISTRICT	\$ 1,874,422
224	BIOLOGICAL IMPACT FEE FUND	\$ 1,543,532	483	LIGHTING MAINTENANCE DISTRICT	\$ (2,067,163)
226	USP - OPERATION	\$ 2,569	484	DRAINAGE MAINTENANCE DISTRICT	\$ 1,605,916
227	USP - PARKS	\$ 1,541,898	485	RECYCLED WATER FUND	\$ 35,513
228	USP - ADMIN	\$ 10,010	486	LANCASTER POWER AUTHORITY	\$ 2,346,842
229	USP - CORP YARD	\$ 151,423	490	LANCASTER CHOICE ENERGY	\$ 3,934,259
230	MARIPOSA LILY FUND	\$ 62,733	491	CALIFORNIA CHOICE ENERGY AUTH	\$ (442,587)
232	TRAFFIC IMPACT FEES FUND	\$ 2,443,575	701	LANCASTER FINANCING AUTHORITY	\$ 5,103
233	DEVELOPER IN LIEU	\$ 85,057	810	ASSESSMENT DISTRICT FUND	\$ 154,596
248	TRAFFIC SAFETY FUND	\$ 58,167	811	AD 93-3	\$ 120,299
251	ENGINEERING FEES	\$ 721,625	812	AD 92-101	\$ 90,589
252	PROP 42 CONGESTION MANAGEMENT	\$ 649,772	830	CFD 89-1 EASTSIDE WATER FUND	\$ 670,026
261	LOS ANGELES COUNTY REIMB	\$ (34,171)	831	CFD 90-1 (BELLE TIERRA)	\$ 445,503
301	LANCASTER HOUSING AUTH. OPS.	\$ 2,459,054	832	CFD 91-1 (QUARTZ HILL)	\$ 776,760
306	LOW & MOD INCOME HOUSING	\$ 5,661,236	833	CFD 91-2 (LANC BUSINESS PARK)	\$ 442,816
321	MTA GRANT - LOCAL	\$ (1,579,231)	991	REDEV OBLIGATION RETIREMENT FD	\$ 7,585,648
				Total Cash Balance	\$ 65,379,795

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

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

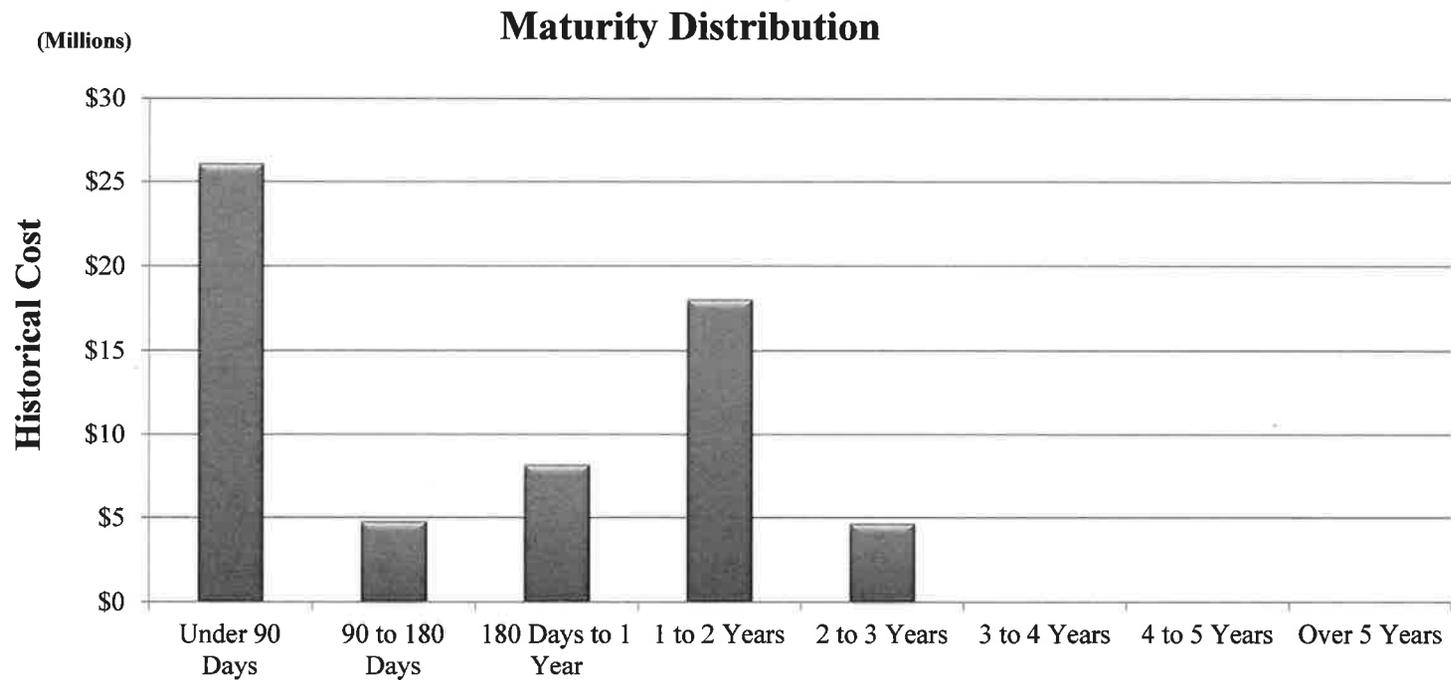
	Historical Cost	Amortized Cost	Fair Value	Unrealized Gain (Loss)	Weighted Average Effective	% Portfolio/ Segment	Weighted Average Market
Cash and Equivalents	\$22,500,700	\$22,500,700	\$22,500,700	\$0	1	36.44%	0.00
Corporate Bonds	\$11,201,683	\$11,166,256	\$11,073,179	(\$93,076)	456	18.14%	1.21
Government Agencies	\$15,134,059	\$15,116,843	\$14,882,336	(\$234,507)	435	24.51%	1.16
Government Bonds	\$12,909,121	\$12,919,642	\$12,845,157	(\$74,485)	419	20.91%	1.11
TOTAL	\$61,745,563	\$61,703,440	\$61,301,372	(\$402,068)	435	100.00%	1.16

Portfolio Diversification



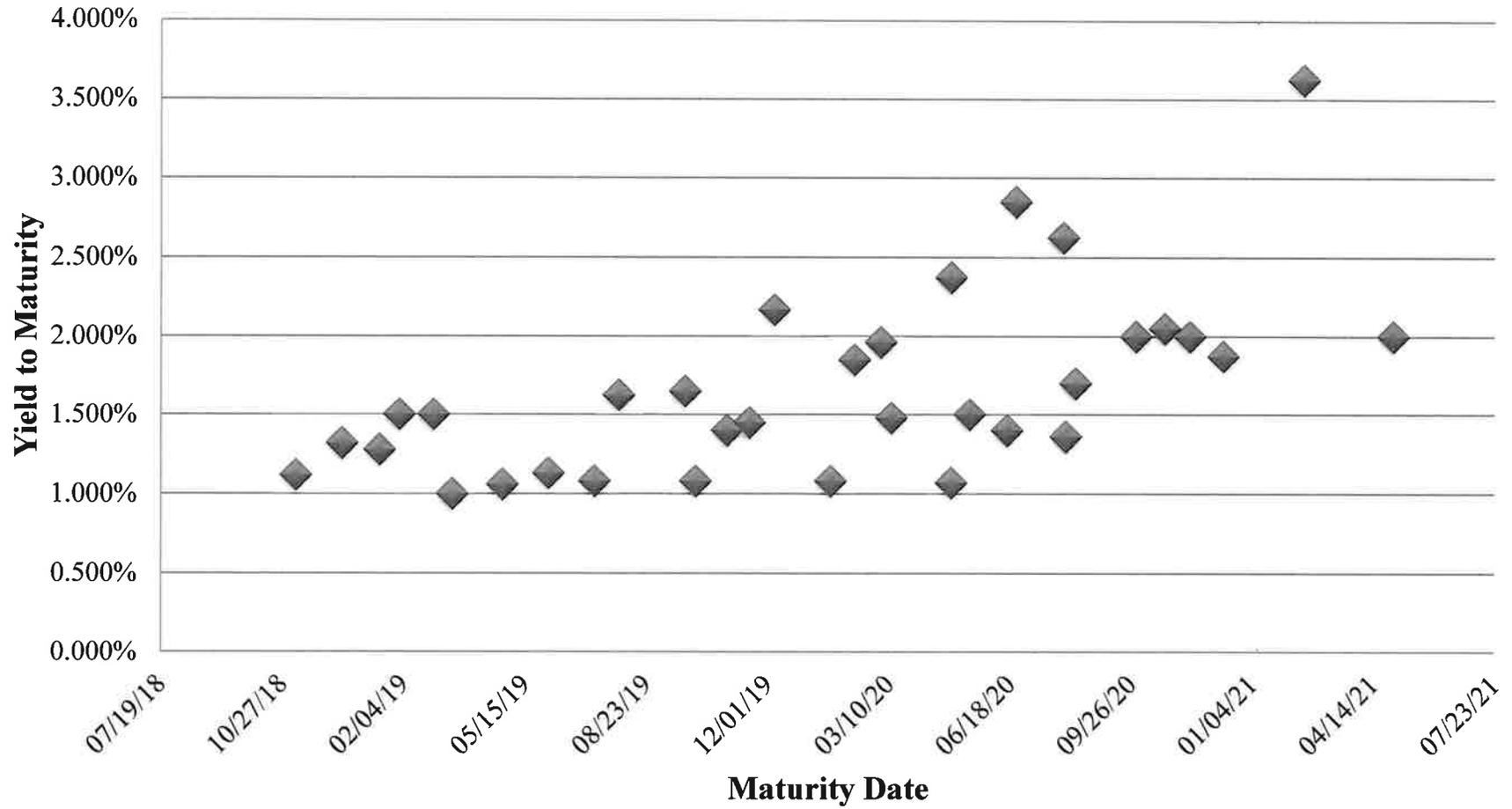
City of Lancaster
Maturity Distribution
October 31, 2018

Maturity	Historical Cost	Percent
Under 90 Days	\$26,075,593	42.23%
90 to 180 Days	\$4,786,727	7.75%
180 Days to 1 Year	\$8,179,821	13.25%
1 to 2 Years	\$18,047,170	29.23%
2 to 3 Years	\$4,656,252	7.54%
3 to 4 Years	\$0	0.00%
4 to 5 Years	\$0	0.00%
Over 5 Years	\$0	0.00%
	\$61,745,563	100.00%



City of Lancaster
Securities Held
October 31, 2018

Securities Held



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

- (1) This is the actual City bank account balance as of 10/31/2018. It only reflects checks that have been presented for payment and deposits received by the bank. The balance on deposit per the City books would reflect reductions for all checks and warrants issued and all deposits transmitted.
- (2) This is the safekeeping account utilized for investing City funds pursuant and consistent with the investment policy adopted 02/13/2018. The current portfolio consists of treasury notes, government agencies, corporates, and CDs.
- (3) Pooled Portfolio:

	<u>% of Portfolio</u>	<u>Policy Limit</u>
Cash	12.28%	None
CDs	1.14%	25% of total portfolio
Commercial Paper	0.00%	25% of total portfolio
US Treasury	22.48%	None
Federal Securities	26.35%	None
Corporate Securities	19.50%	30% of total portfolio
LAIF	18.25%	None

- (4) These are restricted cash and investments are held in trust by the banks indicated. These amounts cannot be pooled for other investing.

STAFF REPORT
City of Lancaster

CC 6
12/11/18
MVB

Date: December 11, 2018

To: Mayor Parris and City Council Members

From: Mark V. Bozigian, City Manager
Kathleen Abaied, Human Resources Manager

Subject: **Authorize Expenditure of Funds to Maintain Terms and Conditions of Employment in Memorandum of Understanding (MOU) between the City of Lancaster and Teamsters Local 911**

Recommendation:

Adopt **Resolution No. 18-58**, authorizing expenditure of funds to maintain terms and conditions of employment in Memorandum of Understanding (MOU) between the City and Teamsters Local 911.

Fiscal Impact:

None.

Background:

The City of Lancaster and Teamsters Local 911 are still in the process of negotiating terms for the Memorandum of Understanding (MOU) that is set to expire December 31, 2018. Membership vote on the new Memorandum of Understanding, effective January 1, 2019, is expected to take place after December 31, 2018. The City of Lancaster and Teamsters Local 911 are desirous of providing the union membership the time necessary to conduct their vote to ratify the new Memorandum of Understanding.

Attachment:

Resolution No. 18-58

RESOLUTION NO. 18-58

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, CALIFORNIA AUTHORIZING EXPENDITURE OF FUNDS TO MAINTAIN TERMS AND CONDITIONS OF EMPLOYMENT IN MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY AND TEAMSTERS LOCAL 911.

WHEREAS, the Memorandum of Understanding (MOU) between the City of Lancaster (City) and Teamsters Local 911 (Union), which sets forth various terms and conditions of employment, will expire by its own terms on January 1, 2019;

WHEREAS, the City and the Union are currently negotiating the terms of a successor agreement to the MOU; and,

WHEREAS, the City desires to ensure the authorization of expenditure of funds necessary to maintain the status quo of the terms and conditions of employment following the anticipated expiration of the MOU as required by the Meyers-Milias-Brown Act (Government Code section 3500 et seq.)

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

Section 1. Authorize the City Manager to expend City funds as necessary to maintain the status quo of the terms and conditions of employment set forth in the MOU following its expiration and as required by the Meyers-Milias-Brown Act. Such authorization shall be pending the bargaining of a successor agreement and continued good faith negotiations pursuant to the Meyers-Milias-Brown Act.

Section 2. Any Resolution in conflict with provisions stated herein shall be considered superseded by the provisions contained in this Resolution.

PASSED, APPROVED and ADOPTED this 11th day of December, 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, CA, do hereby certify that this is a true and correct copy of the original Resolution No. 18-58, for which the original is on file in my office.

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

(seal)

STAFF REPORT
City of Lancaster

CC 7
12/11/18
MVB

Date: December 11, 2018

To: Mayor Parris and City Council Members

From: Mark V. Bozigian, City Manager
Kathleen Abaied, Human Resources Manager

Subject: **Authorize Expenditure of Funds to Maintain Terms and Conditions of Employment in Memorandum of Understanding (MOU) between the City of Lancaster and Lancaster Code Enforcement Association**

Recommendation:

Adopt **Resolution No. 18-59**, authorizing expenditure of funds to maintain terms and conditions of employment in Memorandum of Understanding (MOU) between the City and Lancaster Code Enforcement Association.

Fiscal Impact:

None.

Background:

The City of Lancaster and Lancaster Code Enforcement Association are still in the process of negotiating terms for the Memorandum of Understanding (MOU) that is set to expire December 31, 2018. Membership vote on the new Memorandum of Understanding, effective January 1, 2019, is expected to take place after December 31, 2018. The City of Lancaster and Lancaster Code Enforcement Association are desirous of providing the union membership the time necessary to conduct their vote to ratify the new Memorandum of Understanding.

Attachment:

Resolution No. 18-59

RESOLUTION NO. 18-59

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, CALIFORNIA AUTHORIZING EXPENDITURE OF FUNDS TO MAINTAIN TERMS AND CONDITIONS OF EMPLOYMENT IN MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY AND LANCASTER CODE ENFORCEMENT ASSOCIATION.

WHEREAS, the Memorandum of Understanding (MOU) between the City of Lancaster (City) and Lancaster Code Enforcement Association (Union), which sets forth various terms and conditions of employment, will expire by its own terms on January 1, 2019;

WHEREAS, the City and the Union are currently negotiating the terms of a successor agreement to the MOU; and,

WHEREAS, the City desires to ensure the authorization of expenditure of funds necessary to maintain the status quo of the terms and conditions of employment following the anticipated expiration of the MOU as required by the Meyers-Milias-Brown Act (Government Code section 3500 et seq.)

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

Section 1. Authorize the City Manager to expend City funds as necessary to maintain the status quo of the terms and conditions of employment set forth in the MOU following its expiration and as required by the Meyers-Milias-Brown Act. Such authorization shall be pending the bargaining of a successor agreement and continued good faith negotiations pursuant to the Meyers-Milias-Brown Act.

Section 2. Any Resolution in conflict with provisions stated herein shall be considered superseded by the provisions contained in this Resolution.

PASSED, APPROVED and ADOPTED this 11th day of December, 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, CA, do hereby certify that this is a true and correct copy of the original Resolution No. 18-59, for which the original is on file in my office.

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

(seal)

STAFF REPORT
City of Lancaster

CC 8
12/11/18
MVB

Date: December 11, 2018

To: Mayor Parris and City Council Members

From: Jeff Hogan, Development Services Director

Subject: **Acceptance of Public Works Construction Project No. 17-008 - 10th Street West Gap Closure**

Recommendation:

Accept the work constructed by Granite Construction Company for Public Works Construction Project No. 17-008 – 10th Street West Gap Closure, and direct the City Clerk to file the Notice of Completion for the project. Retention on this project will be disbursed in accordance with California Public Contract Code.

Fiscal Impact:

This project was awarded in the amount of \$2,765,571.00. Change orders totaling \$65,265.78 have brought the total contract cost to \$2,830,836.78. Sufficient funds were budgeted and are available in Capital Projects Budget Account No.'s 209-15ST026-924, 210-15ST026-924, 220-15ST026-924, 232-15ST026-924, 321-15ST026-924, and 206-15ST026-624. Annual maintenance costs for this project is anticipated to be \$14,788.00.

Background:

On July 25, 2017, City Council awarded Public Works Construction Project No. 17-008 – 10th Street West Gap Closure to Granite Construction. The project widened and repaired the existing roadway to its available right-of-way extents with three continuous lanes in each direction, and closed gaps in the mixed-flow lanes; thus, providing continuous pedestrian walkways and additional bus turnouts. The project included a raised landscaped median, drainage improvements, sidewalk, curb, and gutter construction and repairs, street light improvements, and traffic signal improvements. The work performed provided ADA improvements per City's 2014 ADA Transition Plan, which included three (3) detectable warning systems, twelve (12) PCC curb ramps, installed 7,510 linear feet of curb and gutter, and installed 16,797 square feet of sidewalk.

Construction of the project has been completed to the satisfaction of the Development Services Director. The project was completed on May 1, 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 \$2,830,836.78.

JR:gb

Attachments:

Notice of Completion

Vicinity Map

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. 17-008
10TH STREET WEST GAP CLOSURE**

2. The address of said owner is 44933 North Fern Avenue, Lancaster, California 93534.
3. The location of said public improvement is as follows: 10th Street West from Avenue L to Avenue M. See Exhibit 'A' attached hereto and made a part hereof.
4. On July 25, 2017, a contract was entered into with Granite Construction Company for the construction, installation, and completion of the above described public improvement and work, and filed for record in the office of the City Clerk of the City of Lancaster.
5. The work was completed on May 1, 2018, by said company according to the plans and specifications and to the satisfaction of the Development Services Director, and was accepted by the City on December 11, 2018. The upon said contract Travelers Casualty and Surety Company of America was surety for the bond given by the said company as required by law.

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.

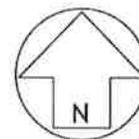
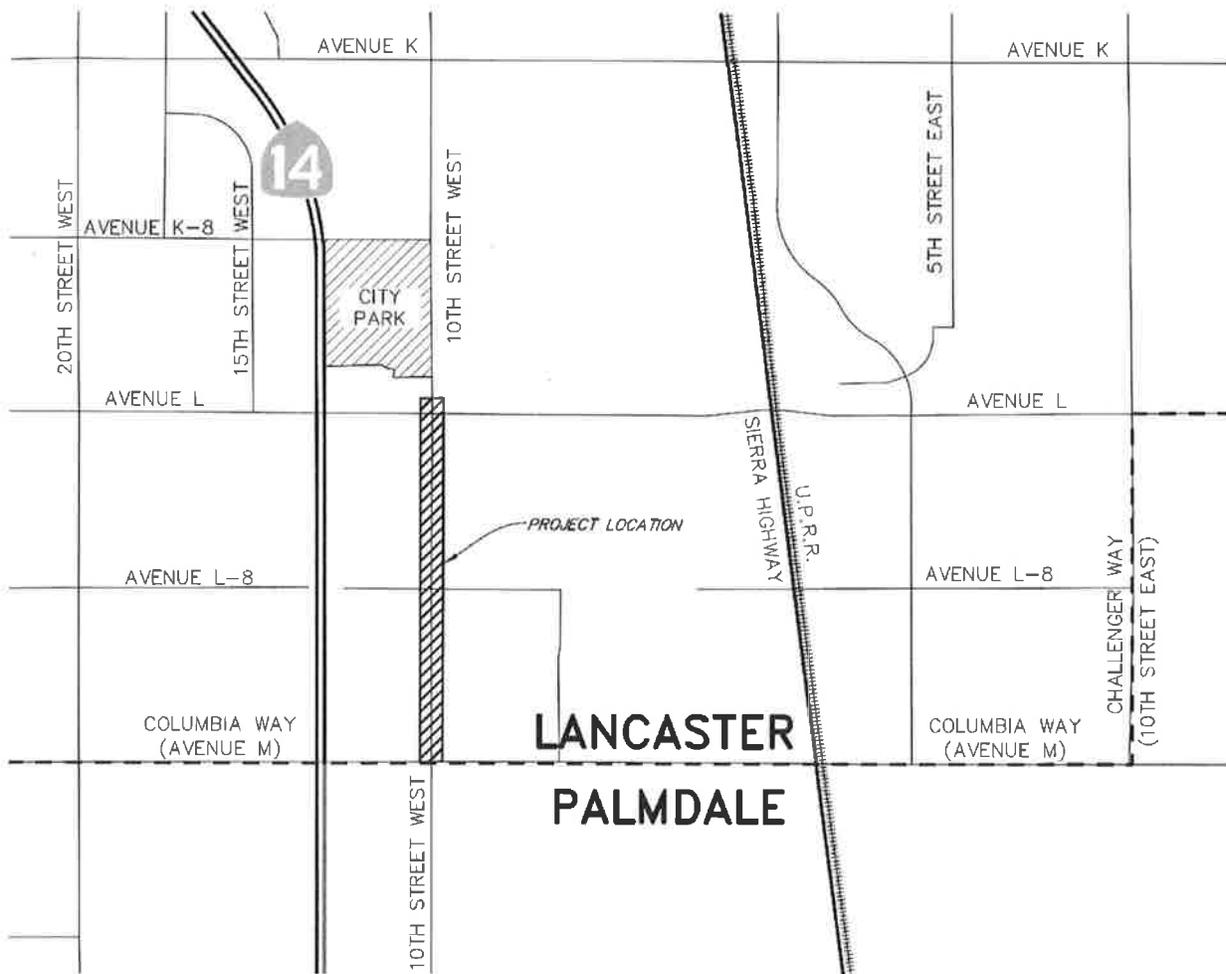
DATE

SIGNATURE

PLACE OF EXECUTION

PUBLIC WORKS CONSTRUCTION PROJECT NO. 17-008

10TH STREET WEST GAP CLOSURE



VICINITY MAP

N.T.S.

STAFF REPORT
City of Lancaster

CC 9
12/11/18
MVB

Date: December 11, 2018

To: Mayor Parris and City Council Members

From: Jeff Hogan, Development Services Director

Subject: **Acceptance of Improvements (Drainage Maintenance District)**

Recommendation:

Approve and accept for maintenance the work and materials for the drainage improvements for the following Drainage Maintenance District annexation, installed by the developer of the subject project:

<u>Project</u>	<u>Annexation No.</u>	<u>Location/Owner</u>
Conditional Use Permit No. 07-04	16-02	Southeast corner of 20 th Street East and Avenue J Owner: Niki Lancaster, LP

Fiscal Impact:

The total value of infrastructure accepted: \$211,810.00. A total of 726.86 linear feet of storm drain pipe, five (5) manholes, and three (3) catch basins are being accepted at this time. The estimated annual cost for maintenance is \$436.12. The first year's maintenance cost has been paid by the developer; subsequent costs will be assessed against benefiting properties.

Background:

On June 12, 2018, the City Council adopted a Resolution of Intention initiating proceedings for levying of an assessment into the Lancaster Drainage Benefit Assessment District.

The territory was annexed into the Lancaster Drainage Benefit Assessment District with the annual resolution levying the assessment for said district on June 12, 2018. See Exhibit A for further information.

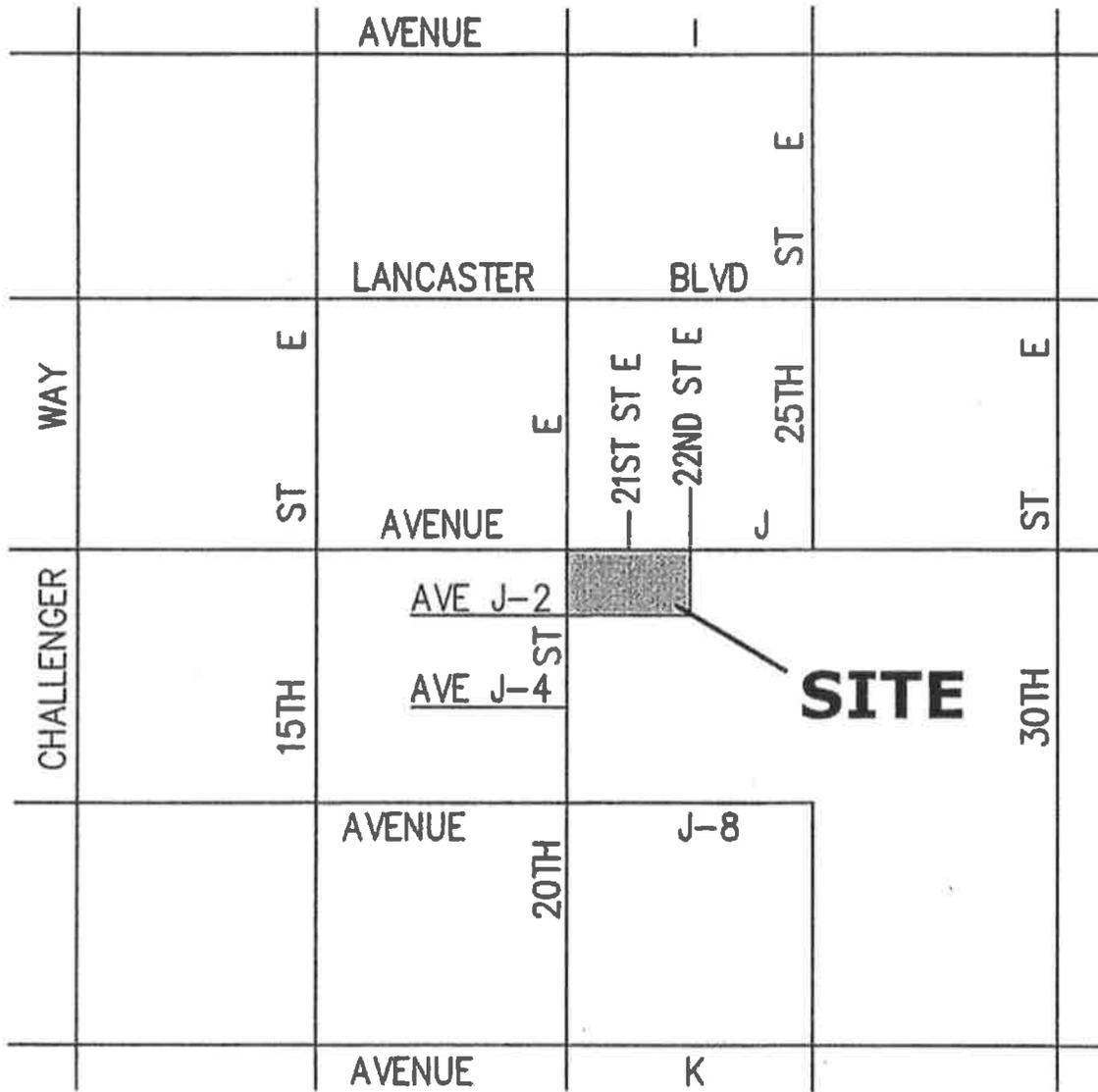
The drainage improvements for this project have been installed by the developer according to the approved plans and specifications. The improvements have been inspected and found to be satisfactory to the Development Services Director.

MD:tl

Attachments:

Vicinity Map
Exhibit A

CUP 07-04
Vicinity Map



VICINITY MAP

N.T.S.

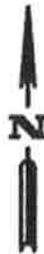


EXHIBIT "A"

COUNCIL ACTION:

Approved (4-0-0-1)

**STAFF REPORT
City of Lancaster**

PH 3
06/12/18
MVB

Date: June 12, 2018

To: Mayor Parris and City Council Members

From: Jeff Hogan, Development Services Director

Subject: **Lancaster Drainage Benefit Assessment District
Levy of Annual Assessment for Fiscal Year 2018-2019**

Recommendation:

Adopt **Resolution No. 18-28**, confirming the diagram and assessment, and ordering the levying of an assessment in Lancaster Drainage Benefit Assessment District for Fiscal Year 2018-2019.

Fiscal Impact:

Each benefit unit annexed prior to Fiscal Year 2005-2006 will be assessed \$50.00. The proposed assessment is the same as the previous year's assessment. Each benefit unit annexed beginning Fiscal Year 2005-2006 will be assessed \$69.86. The proposed assessment includes the CPI adjustment. A total of \$1,748,671.59 will be assessed against the benefiting properties, which will be used for maintenance expenses.

Background:

The City Council previously formed the Lancaster Drainage Benefit Assessment District, including establishment of separate zones, and submitted the proposition to the eligible voters in each respective zone. The majority of voters approved the formation of the District, the separate zones, and the levying of the assessment. The first year's assessment was paid by the developers of the property. Each year, thereafter, the City Council, after public notice and hearing, may determine and impose an annual assessment. Due to the cost and complexity of accounting for separate zones of benefit within the District, separate zone designations were eliminated in 1992 per Resolution 93-134, by City Council action.

The drainage improvements in the District have been completed and accepted by the City Council, and will be maintained with funds generated by the Drainage Benefit Assessment District. Each lot or parcel within the District that was annexed prior to Fiscal Year 2005-2006, as indicated on the diagram, will be assessed a unit assessment of \$50.00 per equivalent drainage unit (EDU) for Fiscal Year 2018-2019.

EXHIBIT "A"

The unit assessment for Fiscal Year 2018-2019 is the same as Fiscal Year 2004-2005, except for those parcels that were annexed beginning Fiscal Year 2005-2006, which will be assessed at a rate reflective of an annual index increase consistent with the consumer price index for Los Angeles-Riverside-Orange Counties. Last year's rate was \$67.43. For Fiscal Year 2018-2019, the rate of assessment will be \$69.86 per assessment unit, including the established CPI adjustment of 3.6% ($(\$67.43 + (\$67.43 \times 0.036) = \$69.86)$).

The method of assessment is based on proportionate storm water runoff, thereby assessing developments with more impervious area a proportionately larger share of the total assessed costs. Refer to the attached Engineer's Report and Assessment for details.

EW:mm

Attachments:

Resolution No. 18-28

District Fund Accounting for Lancaster Drainage Maintenance District

EXHIBIT "A"

RESOLUTION NO. 18-28

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, CALIFORNIA, CONFIRMING THE DIAGRAM AND ASSESSMENT, AND ORDERING THE LEVYING OF AN ASSESSMENT IN LANCASTER DRAINAGE BENEFIT ASSESSMENT DISTRICT FOR FISCAL YEAR 2018-2019

WHEREAS, the City Council on May 22, 2018, adopted a Resolution of Intention to order the levying of an annual assessment in Lancaster Drainage Benefit Assessment District (hereinafter referred to as "the District") for the purpose of providing funds for the maintenance, operation, and servicing of the drainage improvements located therein, pursuant to provisions of the Benefit Assessment Act of 1982 of the Government Code of the State of California; and

WHEREAS, the Capital Program Manager has prepared and filed an Engineer's Report with the City Clerk as required by law; and

WHEREAS, the City Council did proceed to cause notice in the manner required by law of the time and place for a public hearing on the levying of the proposed assessment; and

WHEREAS, the City Council has heard all testimony and evidence, and is desirous of proceeding with the levying of an assessment.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE CITY COUNCIL OF THE CITY OF LANCASTER, STATE OF CALIFORNIA, THAT:

Section 1. The City Council of the City of Lancaster hereby finds that the public interest and convenience requires the continued operation and maintenance of the drainage improvements in Lancaster Drainage Benefit Assessment District.

Section 2. The District diagrams and assessments as set forth in said Report, or as modified, are hereby approved, confirmed, and adopted by the City Council.

Section 3. The adoption of the Resolution constitutes the levy of an assessment of \$50.00 per equivalent drainage unit (EDU) for the Fiscal Year commencing July 1, 2018, and ending June 30, 2019, for properties annexed prior to Fiscal Year 2005-2006, and an assessment of \$69.86 per EDU for properties annexed beginning fiscal year 2005-2006.

Section 4. The amounts to be assessed for the expenses of the maintenance operation, and service as described in said Report and Resolution of Intention shall be collected at the same time and in the same manner as County taxes are collected and shall be disbursed and expended for maintenance, operation and service of the District, all as described in the Engineer's Report.

Section 5. The City Clerk is hereby ordered and directed to file a certified copy of this Resolution, upon its adoption, with the County Auditor.

EXHIBIT "A"

Resolution No. 18-28

Page 2

PASSED, APPROVED, and ADOPTED this 12th day of June, 2018 by the following vote:

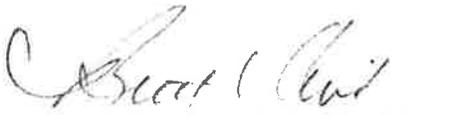
AYES: Council Members Mann, Underwood-Jacobs, Vice Mayor Crist,
Mayor Parris

NOES: None

ABSTAIN: None

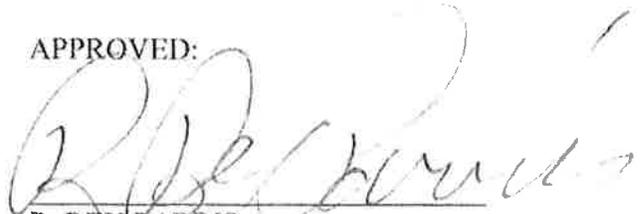
ABSENT: Council Member Malhi

ATTEST:



BRITT AVRIT, MMC
City Clerk
City of Lancaster

APPROVED:



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. 18-28, for which the original is on file in my office.

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

(seal)

EXHIBIT "A"
ENGINEER'S REPORT
RELATIVE TO
LANCASTER DRAINAGE BENEFIT ASSESSMENT DISTRICT
FOR FISCAL YEAR 2018-2019

<u>DISTRICT FUND ACCOUNTING</u>	<u>EXPENSES</u>	<u>REVENUES</u>	<u>BALANCE</u>
Fund Balance as of July 1, 2017			\$1,515,273
FY 2017/2018 Revenues			
Assessments from Annexed Properties		\$1,625,000	
Interest, Developers' Fees for New Annexations		\$17,000	
Others Reimbursements		\$0	
Projected Expenses through June 30, 2018	\$1,335,952		
Capital Encumbrance FY 2017/2018	\$0		
Transfers Out	\$55,980		
Projected Fund Balance as of July 1, 2018			\$1,765,341
FY 2018/2019 Estimated Revenues			
Assessments from Annexed Properties		\$1,650,000	
Interest, Developers' Fees for New Annexations		\$5,000	
Budgeted Expenses FY 2018/2019			
Operating Expenses	\$1,750,453		
Capital Improvements	\$0		
Transfers Out	\$44,840		
Operating Reserve			\$175,045
Projected Unreserved Fund Balance on July 1, 2019			\$1,450,003
Total EDU's to be Assessed @ \$50			20,540.65
Total EDU's to be assessed @ \$69.86			11,455.16
Total EDU's to be assessed			31,995.81
Total PARCELS to be assessed			15,722

STAFF REPORT
City of Lancaster

CC 10
12/11/18
MVB

Date: December 11, 2018

To: Mayor Parris and City Council Members

From: Jeff Hogan, Development Services Director

Subject: **Acceptance of Improvements (Streets)**

Recommendation:

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

Project

Conditional Use Permit No. 07-04

Location/Owner

Southeast corner of 20th Street East and Avenue J
Owner: Niki Lancaster, LP

Fiscal Impact:

The total value of street improvements accepted: \$1,429,645.95. Total new lane miles: 0.67. The projected annual maintenance cost for the street improvements are anticipated to be:

- Pavement: \$4,243.70
- Curb and Gutter: \$567.72
- Sidewalk: \$5,082.77
- Signalized Intersection: \$11,500.00

Background:

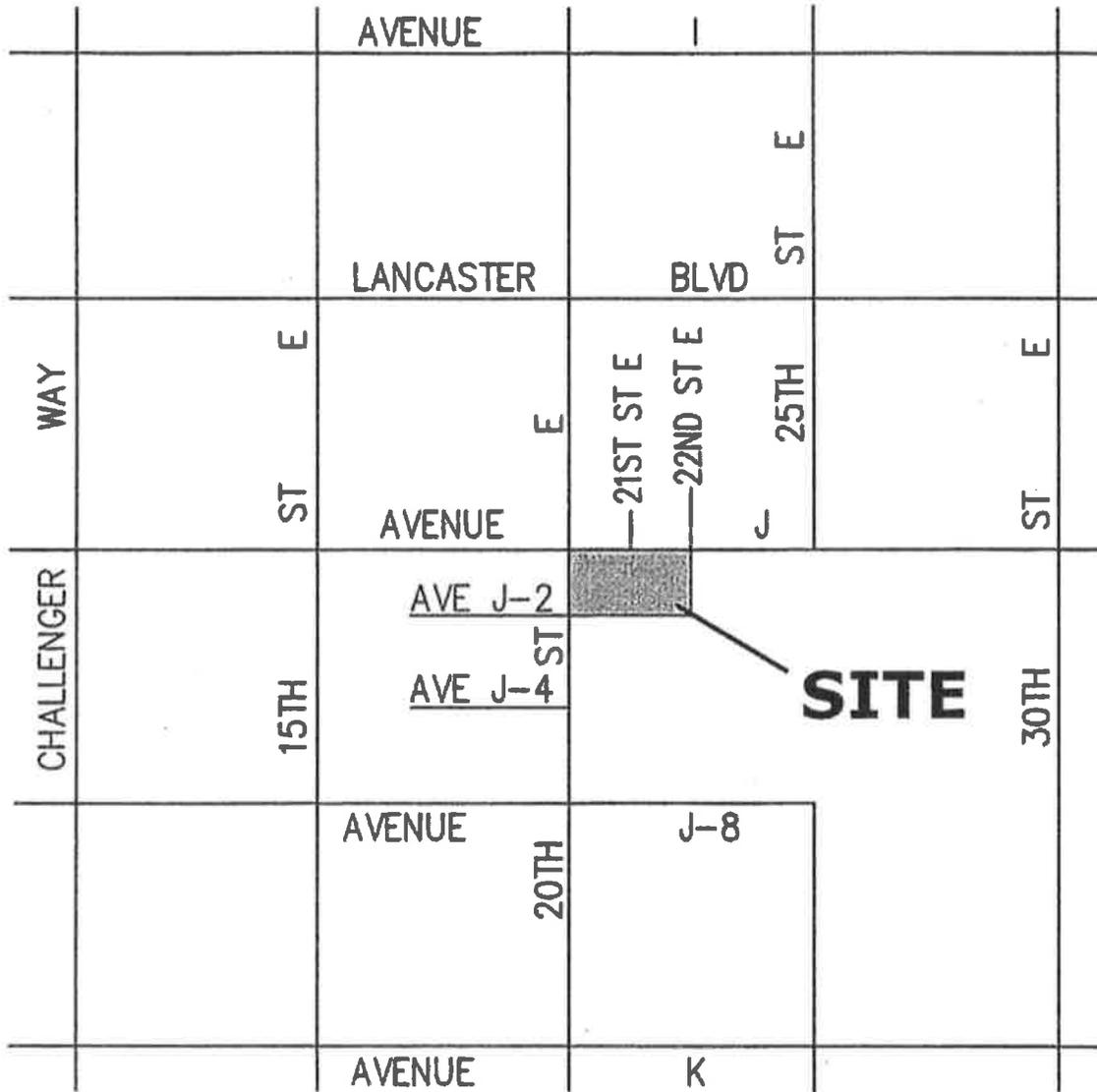
The streets have been constructed and completed by the developer according to the approved plans and specifications. The work has been inspected and found to be satisfactory to the Development Services Director.

MD:tl

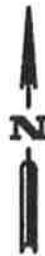
Attachment:

Vicinity Map

**CUP 07-04
Vicinity Map**



VICINITY MAP
N.T.S.



STAFF REPORT
City of Lancaster

CC 11
12/11/18
MVB

Date: December 11, 2018
To: Mayor Parris and City Council Members
From: Jeff Hogan, Development Services Director
Subject: **Acceptance of Improvements (Water)**

Recommendation:

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

<u>Project</u>	<u>Location/Owner</u>
Conditional Use Permit No. 07-04	Southeast corner of 20 th Street East and Avenue J Owner: Niki Lancaster, LP

Fiscal Impact:

None.

Background:

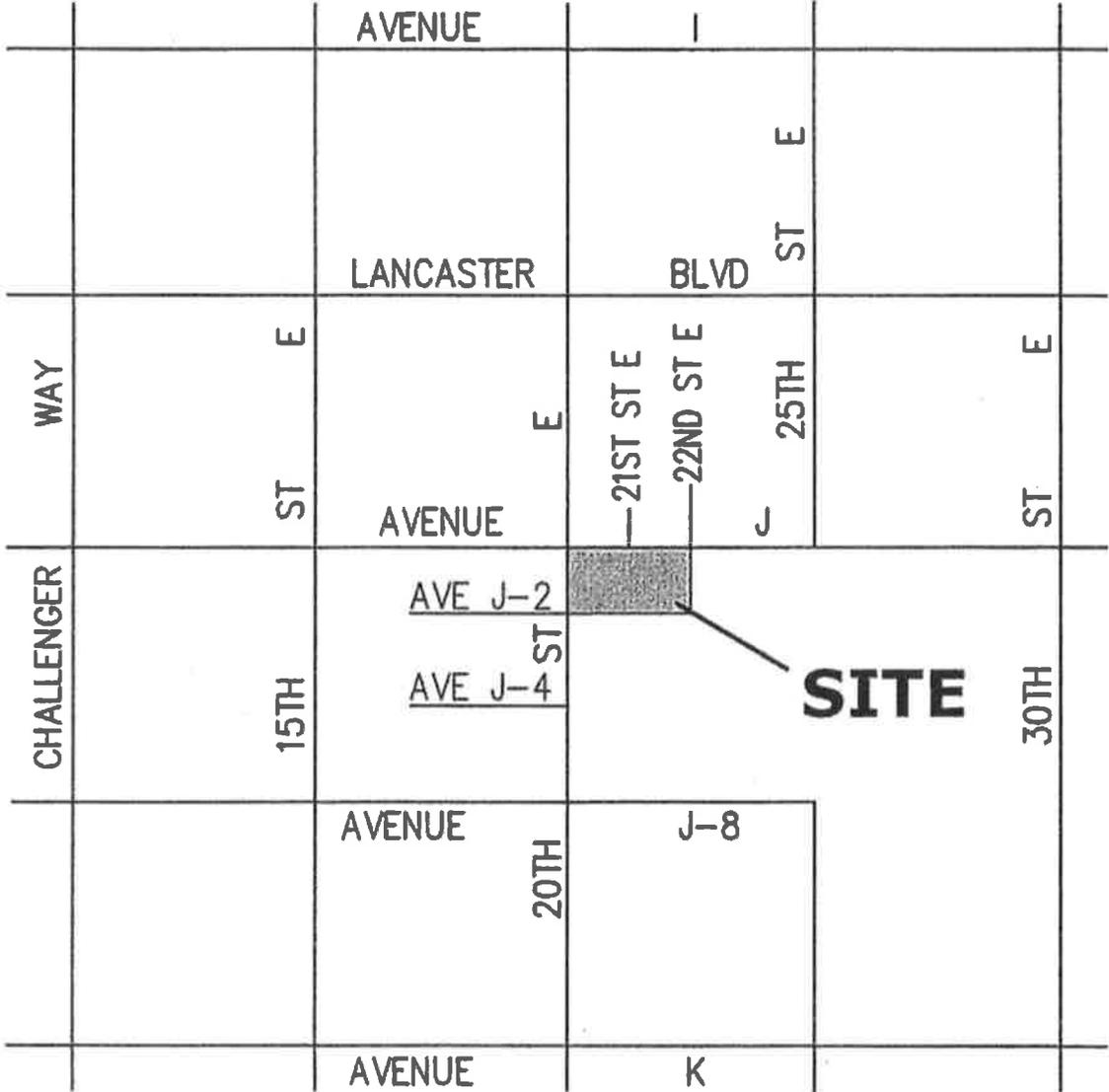
The water system for this project has been constructed and completed to the satisfaction of the local water purveyor, Los Angeles County Waterworks District No. 40-04, Antelope Valley, and was constructed according to the approved plans and specifications. Additionally, the work has been inspected and found to be satisfactory to the Development Services Director.

MD:tl

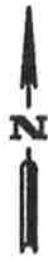
Attachment:

Vicinity Map

**CUP 07-04
Vicinity Map**



VICINITY MAP
N.T.S.



STAFF REPORT
City of Lancaster

CC 12
12/11/18
MVB

Date: December 11, 2018

To: Mayor Parris and City Council Members

From: Jeff Hogan, Development Services Director

Subject: **Authorize Execution of the 2018 Amended and Restated Memorandum of Understanding for the Antelope Valley Regional Water Management Group IRWMP Cost Sharing**

Recommendation:

Authorize the City Manager to execute the 2018 Amended and Restated Memorandum of Understanding (MOU) for the Antelope Valley Regional Water Management Group Integrated Regional Water Management Plan (IRWMP) cost sharing.

Fiscal Impact:

\$47,769.00. The City of Lancaster’s allocation per the agreement is 13.8461%. Sufficient funds are available in Account No. 480-4701-301.

Background:

The City became involved in the Regional Water Management Group in 2007 to pursue grant funding and facilitate implementation of the IRWMP, which was adopted by the City in late 2007. A full update of the IRWMP is needed to identify Antelope Valley Regional water management issues, update current supply and demand projections, and comply with Department of Water Resources guidelines for grant eligibility.

The attached MOU sets forth the funding to be provided by each of the 11 parties of the Regional Water Management Group for this update. Included in the IRWMP is a list of water-related projects for our area that are eligible for grant funding. This list includes eight of the City’s proposed projects.

JH:hs

Attachment:

Amended and Restated Memorandum of Understanding

**AMENDED AND RESTATED
MEMORANDUM OF UNDERSTANDING
(Antelope Valley Regional Water Management Group IRWMP Cost Sharing)**

This Amended and Restated Memorandum of Understanding (“**Amended and Restated MOU**”) is entered into as of _____, 2018 (the “**Effective Date**”) and is between the following parties:

Antelope Valley-East Kern Water Agency;
Palmdale Water District;
Quartz Hill Water District;
Littlerock Creek Irrigation District;
Antelope Valley State Water Contractors Association (the “**Association**”);
City of Palmdale;
City of Lancaster;
County Sanitation District No. 14 of Los Angeles County;
County Sanitation District No. 20 of Los Angeles County;
Rosamond Community Services District; and
Los Angeles County Waterworks District No. 40, Antelope Valley (“**Waterworks District 40**”).

Each of these parties is referred to individually as “**Party**” and together as the “**Parties**.”

A. The *Integrated Regional Water Management Planning Act of 2002* (the “**Act**”), California Water Code section 10530 and 10531, et seq., establishes the State of California’s policy to encourage local agencies to work cooperatively to manage their available local and imported water supplies to improve the quality, quantity, and reliability of those supplies.

B. On or about January 9, 2007, the Parties entered into a *Memorandum of Understanding* (“**2007 MOU**”) to provide for the preparation of an Integrated Regional Water Management Plan (“**IRWMP**” or “**Plan**”) pursuant to the Act.

C. On or about April 7, 2009, the Parties entered an *Agreement on the Implementation of the Integrated Regional Water Management Plan* (“**RWMG Agreement**”) and established a new Regional Water Management Group (“**RWMG**”) under the Act for the Antelope Valley Region (“**Region**”), to pursue grant funding and facilitate implementation of the IRWMP for the Region. The RWMG Agreement formally established the relationship between the Parties in order to qualify the Region to apply for state grant funds under the Department of Water Resources (“**DWR**”) California State Integrated Regional Water Management Grant Program (“**Grant Program**”).

D. The 2007 MOU by its own terms may be amended with the approval of all Parties to continue to update the IRWMP through January 8, 2027.

E. The DWR amended the Grant Program Guidelines in 2016 (“**2016 Guidelines**”). In order to be eligible for the first round of 2018 Proposition 1 funding, the RWMG must update the Plan to comply with the 2016 Guidelines. The City of Palmdale has, on behalf of the RWMG, retained a consultant to prepare a “**Mini Update**” of the Plan to comply with the 2016 Guidelines.

F. The RWMG also intends to prepare a full update to the IRWMP (the “**Full Update**”). The Full Update will identify Antelope Valley Region water management issues and bring current supply and demand projections, and otherwise comply with DWR guidelines for grant eligibility. The Association has offered to retain a consultant to prepare the Full Update on behalf of the RWMG.

G. This Amended and Restated MOU is intended to set forth the amount of new funding to be provided by each Party for the updates to the Plan. Each Party’s contribution is based on its share of expenses under the 2007 MOU. Each Party’s contribution is set forth in Exhibit 1, which is attached hereto and incorporated herein as though set forth in its entirety.

H. The Parties also intend by this Amended and Restated MOU to provide for the City of Palmdale to pay the initial consultant costs (subject to reimbursement by the other Parties as accounted for by the Association) for the Mini Update; to substitute the Association for Waterworks District 40 with regards to the hiring of a consultant to prepare the Full Update, and to set out the expectations of each of the Parties with respect to information submittal and document review in support of the IRWMP updates.

The Parties therefore agree as follows:

1. **Administration of Plan Updates.** Except for the Mini Update payments described in Section 2, the Association shall have primary responsibility for coordinating RWMG Plan updates and managing funds under this MOU, including:

1. Administering a consultant contract for the Full Update. This will include preparing a request for proposals, evaluating consultant proposals, awarding a consultant contract, and overseeing the consultant’s services. The Association shall retain the consultant under a Professional Services Agreement substantially similar to Exhibit 3, which is attached hereto and incorporated herein as though set forth in its entirety.

2. For both the Mini Update and the Full Update, providing each Party with copies of the draft and final versions of technical reports and the draft Plan within seven calendar days after the date of receipt of those documents from the consultant. The Association shall transmit comments to the consultant within seven calendar days after the date of receipt of comments from each Party.

3. After a consultant incorporates comments from the Parties into the Draft Plan, making the Draft Plan available for public review, as required by law.

4. Preparing a final accounting (the “**Accounting**”) of all final actual consultant costs upon completion of the Mini Plan or the adopted Full Plan for review by all other Parties.

5. Refunding excess funds to the Parties within 60 days after completion of the Plan if the funds deposited with the Association exceed the consultant’s costs, based upon the Accounting. The excess funds will be refunded to the Parties in proportion to their contribution towards the consultant costs in Exhibit 1, which is attached hereto and incorporated herein as though set forth in its entirety.

2. **Mini Update.** The Association is primarily responsible for managing funds under this MOU, but the City of Palmdale shall be initially responsible for paying the consultant’s costs associated with the Mini Update, with the understanding that the costs incurred will be reimbursed, less the City of

Palmdale's share, by the Association within 90 days of signing this Amended and Restated MOU. The Association will reimburse costs to the City of Palmdale with the funds contributed by the Parties' as set forth in Section 3.D and 3.E. Each Party's contribution is set forth in Exhibit 1.

3. **Joint Duties of the Parties.** Each of the Parties shall perform the duties set forth in this Section 3.

A. **Information Sharing:** Each Party will make reasonable efforts to provide and share all necessary and relevant information, data, studies, and/or documentation for the Plan in that Party's possession as may be requested by the consultant within 30 calendar days after the consultant's request. The Parties acknowledge that if the information, data, studies, and/or documentation is not provided within 30 days after the consultant's request, then it may not be incorporated in the Plan due to time constraints.

B. **Comments on Reports and Plan:** Each Party shall review and comment on the draft and final versions of technical reports and the draft Plan ("Final Review Documents") within 21 calendar days after the date of their receipt of the Final Review Documents from the Association. The Parties acknowledge that if their comments are not provided within 21 calendar days of their receipt of the Final Review Documents, then the comments may not be incorporated into the Full Update due to time constraints.

C. **Presentation to Governing Body:** Each Party will present the Full Update to its governing body for consideration and adoption within 45 calendar days (or 90 calendar days for Waterworks District 40) after the date of receipt of the Full Update from the Association. Any approval will be done by way of resolution in a form substantially similar to Exhibit 2, which is attached hereto and incorporated herein as though set forth in its entirety.

D. **Cost Contribution:** Each Party shall pay to the Association the amount set forth in Exhibit 1 for the consultant costs, subject to the provisions of Section 5.B. below.

E. **Payment:** Each Party shall deposit with the Association its contribution in the amount set forth in Exhibit 1 within 30 calendar days after execution of this Amended and Restated MOU.

F. **Grant Applications:** The Parties will prepare and review future grant applications for implementation of the Full Update.

4. **Waterworks District 40's Additional Duties.** Waterworks District 40 shall facilitate stakeholder meetings.

5. **Full Update Implementation.**

A. **Plan Adoption:** If the governing body of each Party does not adopt the Full Update within 45 calendar days (or 90 days for Waterworks District 40) after the date of receipt of the Full Update, then that action or inaction will constitute withdrawal from the RWMG. A Party that withdraws from the RWMG may be reinstated if and when the Party adopts the Full Update and agrees to any further additions and/or amendments to the Amended and Restated MOU.

B. Additional Costs: If the consultant costs exceed the funds deposited with the Association, then the Parties will supplement this Amended and Restated MOU to fund the additional portion of the consultant costs in excess of the funds deposited with the Association in proportion to the Parties' original contributions towards the consultant costs.

6. General Provisions

A. Supersession. This Amended and Restated MOU supersedes and replaces the 2007 MOU. This Amended and Restated MOU is intended to be read in conjunction with the RWMG Agreement, but to the extent of any conflict with the RWMG Agreement, this Amended and Restated MOU will govern.

B. MOU Amendments: This Amended and Restated MOU may be amended or modified only by mutual written consent of all Parties.

C. Expiration: This MOU is effective until January 8, 2027, unless otherwise amended or modified as set forth in Section 6. B.

D. Severability: If any provision of this Amended and Restated MOU is held, determined or adjudicated to be illegal, void, or unenforceable by a court of competent jurisdiction, the remainder of this Amended and Restated MOU shall be given effect to the fullest extent possible.

E. Notice:

1. Any correspondence, communication, or contact concerning this Amended and Restated MOU shall be directed to the contacts attached in Exhibit 4, which is attached hereto and incorporated herein as though set forth in its entirety.

2. Any Party may change its contact information by providing notice, in the manner set forth in Section 6.E.3, to all other Parties.

3. Notice will be deemed given upon personal delivery, five days after deposit in U.S. Mail (first class postage prepaid), or on the day of overnight delivery by a nationally-recognized carrier.

F. Authorized Agents: Each person signing this Amended and Restated MOU represents to have the necessary power and authority to bind the entity on behalf of which said person is signing and each of the other Parties can rely on that representation.

G. Execution: This Amended and Restated MOU may be executed in counterparts, each counterpart being an integral part of this Amended and Restated MOU.

The Parties are each signing this Amended and Restated MOU as of the date set forth opposite the signature below.

DATE: _____

City of Lancaster

By: _____
Mark V. Bozigian
City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT 1

Integrated Regional Water Management Group Cost Allocation

Party	Percent Share by Party from the 2007 MOU	Contribution for IRWMP Updates
		Total
Antelope Valley-East Kern Water Agency	15.3846%	\$53,077
Palmdale Water District	18.4615%	\$63,692
Quartz Hill Water District	1.5385%	\$5,308
Littlerock Creek Irrigation District	1.5385%	\$5,308
Antelope Valley State Water Contractors Association*		\$0
City of Palmdale	15.3846%	\$53,077
City of Lancaster	13.8461%	\$47,769
County Sanitation District No. 14 of LA County	6.9231%	\$23,885
County Sanitation District No. 20 of LA County	6.9231%	\$23,885
Rosamond Community Services District	1.5385%	\$5,308
LA County Waterworks District No. 40	18.4615%	\$63,692
TOTAL	100%	\$345,000

* The Antelope Valley State Water Contractor's Association is a joint powers authority comprised of Antelope Valley-East Kern Water Agency, Littlerock Creek Irrigation District, and Palmdale Water District. Because the Association's members are also members of the RWMG, the Association will contribute \$0, and will have no share of any overage costs.

RESOLUTION NO. 07-221

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF LANCASTER, CALIFORNIA,
APPROVING THE PROPOSAL AND DETERMINATION
TO ADOPT AN INTEGRATED REGIONAL WATER MANAGEMENT PLAN.

WHEREAS, the California Water Code Division 6, Part 2.2, known as the Integrated Regional Water Management Planning Act of 2002, hereinafter referred to as "ACT," provides the framework for preparation and adoption of integrated regional water management plans; and

WHEREAS, the Antelope Valley-East Kern Water Agency; Palmdale Water District; Quartz Hill Water District; Littlerock Creek Irrigation District; Antelope Valley State Water Contractors Association; City of Palmdale; City of Lancaster; County Sanitation District No. 14 of Los Angeles County; County Sanitation District No. 20 of Los Angeles County; Rosamond Community Services District; and Los Angeles County Waterworks District No. 40; Antelope Valley, have established a Regional Water Management Group by means of a Memorandum of Understanding in accordance with the ACT; and

WHEREAS, the Regional Water Management Group collaboratively prepared an Integrated Regional Water Management Plan, hereinafter referred to as "PLAN," that meets the requirements of the ACT; and

WHEREAS, the Regional Water Management Group solicited and incorporated input from all interested stakeholders in preparation of the PLAN; and

WHEREAS, the adoption of the PLAN is intended to improve the Antelope Valley's competitiveness for State and Federal funding, including grants from Propositions 50, 84, and 1E for all members of the Regional Water Management Group.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE CITY COUNCIL OF THE CITY OF LANCASTER, STATE OF CALIFORNIA, THAT:

Section 1. Propose to adopt an Integrated Regional Water Management Plan for the Antelope Valley as a member of the Regional Water Management Group; and

Section 2. Determine to adopt and adopt an Integrated Regional Water Management Plan for the Antelope Valley as a member of the Regional Water Management Group.

PASSED, APPROVED, and ADOPTED this 11th day of December, 2007, by the following vote:

AYES: Council Members: Jeffra, Sileo, Smith, Vice Mayor Visokey, Mayor Hearn

NOES: None

ABSTAIN: None

ABSENT: None

ATTEST:

APPROVED:



GERI K. BRYAN, CMC
City Clerk
City of Lancaster



HENRY W. HEARN
Mayor
City of Lancaster

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

CERTIFICATION OF RESOLUTION
CITY COUNCIL

I, _____, _____ City of Lancaster, CA, do hereby certify that this is a true and correct copy of the original Resolution No. 07-221, 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)

RESOLUTION NO. 08-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER,
CALIFORNIA, ADOPTING A GROUNDWATER MANAGEMENT PLAN FOR THE
ANTELOPE VALLEY

WHEREAS, California Water Code Division 6, Part 2.2, known as the *Integrated Regional Water Management Planning Act of 2002*, and Division 6, Part 2.75, known as the *Groundwater Management Planning Act*, hereinafter collectively referred to as "ACTS", provide the framework for preparation of integrated regional water management plans and groundwater management plans in the State; and

WHEREAS, the Antelope Valley-East Kern Water Agency, Palmdale Water District, Quartz Hill Water District, Littlerock Creek Irrigation District, Antelope Valley State Water Contractors Association, City of Palmdale, City of Lancaster, County Sanitation District No. 14 of Los Angeles County, County Sanitation District No. 20 of Los Angeles County, Rosamond Community Services District, and Los Angeles County Waterworks District No. 40, Antelope Valley have established a Regional Water Management Group by means of a Memorandum of Understanding in accordance with the ACTS; and

WHEREAS, the Regional Water Management Group collaboratively prepared an Integrated Regional Water Management Plan/Groundwater Management Plan for the Antelope Valley, hereinafter referred to as "PLAN", that meets the requirements of the ACTS ; and

WHEREAS, the Regional Water Management Group solicited and incorporated input from all interested stakeholders; and

WHEREAS, the adoption of the PLAN will improve the Antelope Valley's competitiveness for State and Federal funding including grants from Propositions 50, 84, and 1E.

WHEREAS, the City Council adopted the Integrated Regional Water Management Plan by Resolution No. 07-221 on December 11, 2007; and

WHEREAS, the Groundwater Management Plan requires that two (2) public hearings be held; one indicating intention to prepare the PLAN and the second taking testimony and determining if a majority protest exists; and

WHEREAS, said public hearings were noticed and held in accordance with the ACTS;
and

WHEREAS, there was no majority protest.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE CITY COUNCIL
OF THE CITY OF LANCASTER, STATE OF CALIFORNIA, THAT:

Section 1. This City Council hereby adopts the Groundwater Management Plan as a member of the Regional Water Management Group.

PASSED, APPROVED, and ADOPTED this 8th day of January, 2008, by the following vote:

AYES: Council Members: Sileo, Smith, Vice Mayor Visokey, Mayor Hearn

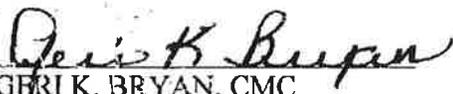
NOES: None

ABSTAIN: None

ABSENT: Council Member: Jeffra

ATTEST:

APPROVED:


GERI K. BRYAN, CMC
City Clerk
City of Lancaster


HENRY W. HEARN
Mayor
City of Lancaster

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

CERTIFICATION OF RESOLUTION
CITY COUNCIL

I, _____, _____ City of Lancaster, CA, do hereby certify that this is a true and correct copy of the original Resolution No. 08-02, for which the original is on file in my office.

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

(seal)

EXHIBIT 3
Form of Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT

Advice and Assistance to the Advisory Team regarding Antelope Valley Integrated Regional Water Management Plan Grant Application Activities

As of 9/9/2010, ANTELOPE VALLEY STATE WATER CONTRACTORS ASSOCIATION, ("Association") and RMC WATER & ENVIRONMENT ("Consultant") agree as follows:

1. Purpose.

Association requires professional consulting services in conjunction with the preparation of a grant application for planning grant funds in connection with the Antelope Valley Integrated Regional Water Management Plan. Consultant has demonstrated expertise in various aspects of the preparation of planning grant applications for integrated regional water management plans and is qualified to provide the professional services required by Association on behalf of the Leadership Team of the Antelope Valley Integrated Regional Water Management Plan. The parties desire to enter into the following contract for such services.

2. Scope of Services.

Association retains Consultant to perform the professional services described in Exhibit A. Consultant agrees to perform such services in a timely and professional manner and with due diligence and in compliance with the industry's standards and engineering practices.

The Project Manager for Consultant shall be Tom West, who shall manage and direct the technical effort of Consultant and be the Consultant's liaison with the Association.

3. Compensation.

Consultant shall be paid at the rates specified in Exhibit "B", attached hereto.

4. Insurance and Indemnity.

(a) Consultant shall procure and maintain at all times during this Agreement: (a) statutory Workers' Compensation Insurance coverage together with employer's liability coverage of \$1 Million, (b) General Liability Insurance (insuring against bodily injury and property damage) with a minimum coverage of \$1 Million for each occurrence and a \$2 Million aggregate, and naming the Association as an additional insured, (c) Automobile Liability Insurance with a minimum coverage of \$1 Million per accident for bodily injury and property damage, and (d) Professional Liability Insurance with a minimum coverage of \$1 Million per claim and annual aggregate.

Before performing work, Consultant shall furnish certificates of insurance evidencing the following: the policy or policies of insurance shall contain a contractual liability endorsement covering the liability assumed by the Consultant by this Agreement. The insurance policy (or policies) shall be furnished at the Consultant's expense, in a form and with insurance companies authorized to do business and having an agent for service of process in California and have an "A-" policyholder's rating and a financial rating of at least Class VII in accordance with the most recent Best's Insurance Guide, or as otherwise approved by the Association. If Best's is no longer published, comparable ratings must be provided from a service acceptable to Association. Such insurance policies shall have provisions providing that the insurance shall be considered primary as to Consultant's services with respect to any policies of insurance maintained by Association. The policy(ies) shall also contain provisions stating coverage cannot be reduced or canceled without giving Association thirty (30) days prior written notice.

- (b) Consultant shall indemnify and hold harmless the Association, its elected Board, appointed officers, agents, and employees from and against any and all claims, demands, costs, expenses, losses, or liabilities in law or in equity, including, but not limited to damages for injury to or death of any person and attorney fees and court costs, and damages to or destruction of property of any person, arising out of:
 - a. The wrongful misconduct or negligent acts, errors or omissions of Consultant, so long as such claims, demands, costs, expenses, losses or liabilities do not result from the sole negligence or willful misconduct of Association or any of its directors, officers, employees, agents, or volunteers, provided that if such claims, demands, costs, expenses, losses or liabilities arise from the negligence of the Association or any of its directors, officers, employees, agents or volunteers (other than its or their sole negligence), then Consultant's obligation hereunder shall be allocated in accordance with comparative negligence principles under California law;
 - b. The violation of governmental laws or regulations, compliance with which is the responsibility of the Consultant.

5. Termination.

Association may terminate this Agreement upon five (5) days written notice to Consultant. In the event of such termination, Association shall compensate Consultant through the notice date for services actually performed hereunder in accordance with the rates set forth in Exhibit B, but in no event shall Association be obligated to pay more than the maximum compensation set forth in Exhibit B.

6. Other.

(a) This Agreement shall not be assigned by Consultant without the written consent of Association. Association may withhold consent to assignment in its absolute discretion.

(b) Consultant shall procure, at its expense, permits required by governmental authorities for the work described above and shall comply with applicable local, state and federal regulations and statutes including Cal-OSHA requirements.

(c) Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age, medical condition, marital status, ancestry, or sexual orientation.

(d) Association will make available to Consultant such materials from its files as may be required by Consultant to perform these services. Such materials shall remain the property of the Association while in Consultant's possession. Upon termination of the Agreement or completion of work under the Agreement, Consultant shall return Association property or materials in its possession and calculations, notes, reports, electronic files or other materials prepared by Consultant in the performance of these services.

(e) Consultant shall not make public information releases or otherwise publish any information obtained or produced by it as a result of, or in connection with, the performance of services under the Agreement without prior written consent of the Association.

(f) If an action or proceeding is brought by either party to enforce any term or provision of this Agreement, the prevailing party shall recover its reasonable attorneys' fees and costs.

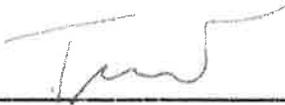
(g) At all times during the term of this Agreement, Consultant shall be deemed to be an independent contractor and not an employee of Association.

The parties hereto have caused this Agreement to be duly executed by its authorized officers.

**AV STATE WATER CONTRACTORS
ASSOCIATION**

RMC WATER & ENVIRONMENT

By 
Its: GENERAL MANAGER

By 
Its: THOMAS WEST, VICE PRESIDENT

Date 09/09/2010

Date 9-9-2010

SCOPE OF SERVICES

ADVISE AND ASSIST THE LEADERSHIP TEAM REGARDING ANTELOPE VALLEY IRWMP GRANT APPLICATION ACTIVITIES

RMC will prepare the Planning Grant Application in accordance with DWR's application submittal guidelines, using information developed from the RAP Submittal and input from the Antelope Valley Regional Water Management Group (AVRWMG). RMC will also assist the AVRWMG in preparing for funding discussions with DWR staff. This task will include, but not be limited to:

- Coordinating, organizing, and participating in meetings and/or conference calls with the AVRWMG, Antelope Valley Advisory Team, and State agencies in order to solicit input and ensure grant application compliance.
- Preparing and maintaining a project schedule noting key project milestones, meetings, and deadlines to ensure timely submittal of the grant application and for stakeholder outreach purposes;
- Compiling and producing all data and information needed for grant application submittal; facilitating input to the work plan from necessary parties;
- Preparing and providing electronic draft copies of the Planning Grant Application to the AVRWMG for review;
- Submitting a final, revised copy of the Planning Grant Application to the Project Manager prior to final document production and submittal to the state agencies;

Deliverables:

- Draft and final Planning Grant Application.

Schedule:

All work will be completed by September 28, 2010 (deadline for submitting the planning grant application to DWR).

Assumptions: RMC will submit draft and final applications in electronic format (.PDF). Production of hard copy versions will be done by the AVRWMG as well as uploading the grant application to DWR's Bond Management System (BMS).

CONSULTANT COMPENSATION

PAYMENT

Consultant shall submit monthly invoices based on Consultant's estimate of the proportion of total services actually completed at the time of billing. Aggregate of monthly invoices shall not exceed Lump Sum amount of Seventeen Thousand Three Hundred Seventy Nine Dollars (\$17,349.00) unless authorized in writing by the Association. Association will pay invoices within thirty (30) days of receipt.

PAYMENT OF INVOICES

Invoices for work performed will be submitted to the Advisory Team for confirmation of work performed and product delivered. With the approval of the Advisory Team, the invoice(s) will then be forwarded to AVSWCA for payment. Initially, invoices will be submitted to the Advisory Team, Attention: David Rydman (care of Los Angeles County Waterworks District No. 40). In his capacity as "Primary Contact for the Leadership Team," Mr. Rydman will coordinate with the full Advisory Team to give approval to pay invoices that may be received.

EXHIBIT 4
Integrated Regional Water Management Group Contacts

1) ANTELOPE VALLEY-EAST KERN WATER AGENCY:

Mr. Dwayne Chisam
General Manager
6500 West Avenue N
Palmdale, CA 93551

2) PALMDALE WATER DISTRICT:

Mr. Dennis LaMoreaux
General Manager
2029 East Avenue Q
Palmdale, CA 93550

3) QUARTZ HILL WATER DISTRICT:

Mr. Chad Reed
General Manager
42141 50th Street West
Quartz Hill, CA 93536

4) LITTLEROCK CREEK IRRIGATION DISTRICT:

Mr. James Chaisson
General Manager
35141 North 87th Street East
Littlerock, CA 93543

5) ANTELOPE VALLEY STATE WATER CONTRACTORS ASSOCIATION:

Ms. Barbara Hogan
Chairperson
c/o Palmdale Water District
2029 East Avenue Q
Palmdale, CA 93550

6) CITY OF PALMDALE:

Mr. Chuck Heffernan
Public Works Director
38250 Sierra Highway
Palmdale, CA 93550

7) CITY OF LANCASTER:

Mr. Jeff Hogan
Director of Development Services
City of Lancaster
44933 Fern Avenue
Lancaster, CA 93534

8) COUNTY SANITATION DISTRICT NO. 14 OF LOS ANGELES COUNTY:

Ms. Grace Robinson Hyde
Chief Engineer and General Manager
County Sanitation Districts of Los Angeles County
1955 Workman Mill Road
Whittier, CA 90601

9) COUNTY SANITATION DISTRICT NO. 20 OF LOS ANGELES COUNTY:

Ms. Grace Robinson Hyde
Chief Engineer and General Manager
County Sanitation Districts of Los Angeles County
1955 Workman Mill Road
Whittier, CA 90601

10) ROSAMOND COMMUNITY SERVICES DISTRICT:

Mr. Ronald Smith
General Manager
3179 35th Street
Rosamond, CA 93560

11) WATERWORKS DISTRICT 40:

Mr. Adam Ariki
Assistant Deputy Director
County of Los Angeles - Department of Public Works
Waterworks Division
P.O. Box 1460
Alhambra, CA 91802-1460

STAFF REPORT
City of Lancaster

CC 13
12/11/18
MVB

Date: December 11, 2018

To: Mayor Parris and City Council Members

From: Jeff Hogan, Development Services Director

Subject: **Acceptance of Public Works Construction Project No. 17-011
20th Street West Street Improvements, Lancaster Boulevard to Avenue J**

Recommendation:

Accept the work constructed by R.C. Becker and Son, Inc., for Public Works Construction Project No. 17-011, 20th Street West Street Improvements, Lancaster Boulevard to Avenue J, and direct the City Clerk to file the Notice of Completion for the project. Retention on this project will be disbursed in accordance with California Public Contract Code.

Fiscal Impact:

This project was awarded in the amount of \$2,412,693.29. Change orders totaling \$191,706.02, coupled with value engineering which reduced the scope of work by \$165,216.91, brought the total cost to \$2,439,182.40; sufficient funds are available in Capital Improvements Budget Account No.'s 209-12ST032-924, 210-12ST032-924 and 220-12ST032-924.

Background:

On October 10, 2017, City Council awarded Public Works Construction Project No. 17-011, 20th Street West Street Improvements, Lancaster Boulevard to Avenue J. This project included ADA meandering sidewalks, road reconstruction, street lighting, signal improvements, utility improvements, landscape and irrigation, re-striping, and bike lanes. Work was performed in compliance with the City's 2014 ADA Transition Plan, which included 13,000 square feet of sidewalk and thirteen (13) curb ramps.

Construction of the project has been completed to the satisfaction of the Development Services Director. The project was completed on September 18, 2018. The construction quantities and the amount of payment have been approved by the Contractor and the Development Services Director.

The total contract cost is \$2,439,182.40.

MCL:gb

Attachments:

Notice of Completion
Vicinity Map

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. 17-011

20TH STREET WEST STREET IMPROVEMENTS, LANCASTER BOULEVARD TO AVENUE J

2. The address of said owner is 44933 North Fern Avenue, Lancaster, California 93534.
3. The location of said public improvement is as follows: 20th Street West Street Improvements from Avenue I to Avenue J. See Exhibit 'A' attached hereto and made a part hereof.
4. On October 10, 2017, a contract was entered into with R.C. Becker and Son, Inc., for the construction, installation, and completion of the above described public improvement and work, and filed for record in the office of the City Clerk of the City of Lancaster.
5. The work was completed on September 18, 2018, by said company according to the plans and specifications, to the satisfaction of the Development Services Director, and was accepted by the City on December 11, 2018. The upon said contract Fidelity and Deposit Company of Maryland was surety for the bond given by the said company as required by law.

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 14
12/11/18
MVB

Date: December 11, 2018

To: Mayor Parris and City Council Members

From: Jeff Hogan, Development Services Director

Subject: **Sewer Collection System Annual Performance Report for Fiscal Year 2017/2018**

Recommendation:

Accept the Sanitary Sewer Collection System Annual Performance Report for Fiscal Year 2017/2018.

Fiscal Impact:

None.

Background:

The City of Lancaster assumed responsibility for the operation and maintenance of its sanitary sewer system from the County of Los Angeles Consolidated Sewer Maintenance District (CSMD) on July 1, 2008, believing that local control of the system was in the best interest of its residents. The production of an annual report is one of the performance measures approved by City Council in the Fiscal Year 2011-2012 Program and Financial Plan. The following objectives were achieved by the Development Services Department, Utilities Services Section, for Fiscal Year 2017/2018:

- Providing for the health and safety of the citizens of Lancaster through proper maintenance of the sewer collection system.
- Responding to and reporting all public Sanitary Sewer Overflows (SSOs) in accordance with waste discharge requirements mandated by the State of California. Of note, the 2017/2018 reporting year is the first year in which the City's Utility Division achieved zero overflows.
- Responding to resident complaints in compliance with the City's Stand-by Policy as stated in the MOU between the City and the Local911 Employees Union.
- Training staff to California Water Environment Association (CWEA) Sewer Collection System Technician Certification requirements.
- Preparation of Citywide Sanitary Sewer Collection System Annual Performance Report for Fiscal Year 2017/2018.

The attached Sewer Collection System Annual Report provides detailed information regarding the system's growth and characteristics over the past year, and outlines the accomplishments of the Development Services Department, Utilities Services Section, regarding operations and maintenance of the City's sewer system.

HS:jw

Attachment:

Sewer Collection System Annual Report for Fiscal Year 2017/2018

SEWER COLLECTION SYSTEM ANNUAL REPORT

2017/2018

City of Lancaster



A report of the history, current assessment, budget, activities, and the achievements of the Lancaster, California Sewer Collection System in Fiscal Year 2017/2018.

Sewer Collection System Annual Report

LANCASTER, CALIFORNIA 2017/2018

System Overview

A Sanitary Sewer Collection System is a series of pipes, manholes, and lift stations that convey wastewater from homes and businesses to a treatment plant. The City of Lancaster's (City) sanitary sewer collection system consists of a network of 429 miles of sewer lines, 8,977 sewer manholes, and one sewer lift station. This information is obtained from data input into the City's Geographic Information System. The oldest sewer pipes in the City were installed in 1947 with a resultant average age of 30 years old. The estimated value of the sewer collection system is in excess of 300 million dollars.

City of Lancaster Sanitary Sewer System Collection History

The City assumed responsibility for the operation and maintenance of its sanitary sewer system from the County of Los Angeles Consolidated Sewer Maintenance District on July 1, 2008. At that time the City formed Utility Services, a Section of the Public Works Division with the primary goal of properly managing, operating, and planning for the system to ensure it is a valuable asset for many years to come. With the goal of reducing the number of sewer overflows and to develop a program for the sustainability of

the system, the City worked with the State and County Sanitation District to develop a maintenance program which would systematically clean and inspect the sewer pipes, visually and with cameras. Additionally, a program was developed to reduce the amount of harmful materials being discharged into the system. With these efforts, the number of overflows have been greatly reduced and staff believes there is a reliable plan in place to prolong the life of and manage the orderly growth of the sewer system.

DID YOU KNOW?

SANITARY SEWER MANHOLES IN THE CITY OF LANCASTER VARY IN DEPTH FROM 8 FEET TO UP TO 23 FEET. THAT'S OVER TWO STORIES DEEP!

Sanitary Sewer Overflow

A collection system's greatest concern is a sanitary sewer overflow (SSO); this is when a pipe becomes clogged and raw sewage wastewater flows up and out of a manhole. SSOs are typically caused by roots growing into the pipes or a buildup of grease. Before the City maintained the system, the City suffered 20 or more SSOs every year. Currently, the City averages three per year; however, in 2017/2018, the City of Lancaster achieved a major milestone: **zero SSOs**.

Maintenance Program

Cleaning

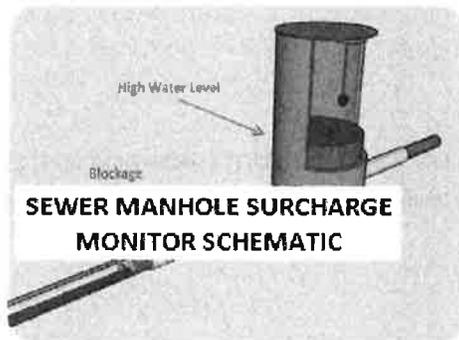
Cleaning consists of pipe flushing and root removal. Field staff cleans system pipes regularly using a hydrojet, a high-pressure jetting system which utilizes water and an optional vacuum to remove debris. This removes grease buildup as well as minor roots and debris to enable the wastewater to flow freely through the pipes. Blocked wastewater causes odors, SSOs, and damage to pipes. The objective of sewer pipe cleaning is to prevent future blockages of the sewer system. Roots are also removed by a mechanical cutting rodder or treated with environmentally safe foam. The majority of the maintenance budget is spent on these procedures.



Inspections

Waiting for damage or blockages to present themselves is an expensive maintenance strategy. Therefore, staff follows a strict inspection schedule to identify problems before they result in SSOs or expensive repairs. The City owns a closed circuit television (CCTV) truck from which an operator sends a camera on a small-wheeled vehicle through the sewer lines. It is controlled remotely from the truck and the video is stored for further analysis. Blockages, roots, cracks, and damaged pipes are located and cleaning or repair is scheduled. CCTV provides staff an additional resource which enhances the planning of maintenance and repair programs.

When a system pipe is blocked, wastewater will slowly rise and fill a manhole. Locations have been identified where blockages are common and field staff visually inspect these manholes on a regular basis to proactively monitor for impending overflows. Additionally, surcharge monitors have been installed in selected manholes; these monitors contain sensors on the underside of the manhole cover to measure water levels and will issue alerts of elevated flow levels so that corrective action can be taken before an overflow occurs. This prevents costly and messy sewer overflows. Surcharge monitors are currently installed at ten locations throughout the City which had previously experienced sewer overflows.



WOULD YOU BELIEVE?

SOME CITY SANITARY SEWER LINES ARE UP TO 30 INCHES IN DIAMETER; ENOUGH TO ACCOMMODATE 52 MILLION TOILET FLUSHES PER DAY!

Vermin Abatement

The City maintains a vermin abatement program within sewer manholes. The product used to treat manholes for roaches is called Zone Defense (boric acid). Boric acid, or Boron, is used in many household products and is safe for humans, unless ingested in large quantities. The product is applied by trained professionals using compressed air with a high pressure hose to spread the product inside of the manhole. The product is pulled from the container and blown through the vent hole in the manhole lid to produce a dusting of powder throughout the manhole. A six-month follow-up inspection of the manhole is performed to evaluate the treatment. If necessary, the manhole is re-treated to eliminate vermin.

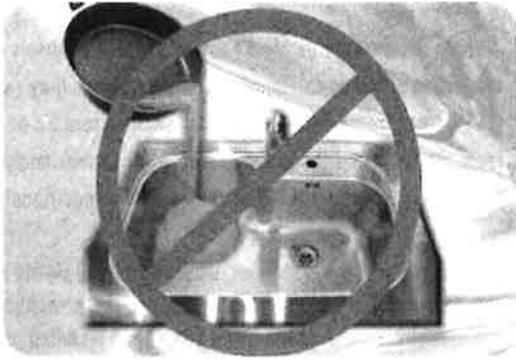


Prevention Program

Fats, Oils, and Grease (FOG)

Keeping harmful substances from entering the sewer is much easier than trying to get them out. Fats, Oils, and Grease are harmful to sewers and feed the bacteria that create hydrogen sulfide gas. Hydrogen sulfide causes a "rotten egg" smell, is a health risk, and deteriorates sewer pipes. FOG build up in pipes creates blockages and leads to blockages and SSOs.

Food service establishments (restaurants, cafeterias, etc.) produce a significant amount of FOG. Lancaster is one of many cities that work with restaurants to reduce the amount of FOG sent down the drain. All food service establishments are required to apply for a FATS, OILS, AND GREASE (FOG) WASTEWATER DISCHARGE PERMIT prior to commencing operation and to submit to no less than an annual inspection by a FOG inspector. Under the regulations of the FOG discharge permit, a business must maintain best management practices to prevent FOG discharge, including scraping and dry wiping of pans and dishes into the trash before being washed, and maintain a grease removal device, such as a grease interceptor or trap. Staff regularly engages with the community to educate residents and business owners on how to best reduce their FOG impact on the sewer system.



Industrial Waste Water Discharge

Some businesses in the community manufacture or generate harmful chemicals that pose a health risk and damage sewer pipes, if not properly disposed of or treated. Utility Service staff is evaluating the creation of a program to help businesses identify their hazards and ensure they are mitigated.

Capital Improvements

A capital improvement program is employed to plan for affordable improvements instead of expensive emergency repairs. With an investment as large as the City's sewer system, financial reserves and good planning are crucial.

As sewer pipes age or are exposed to chemicals, they can wear, crack, or collapse resulting in wastewater flowing out, and ground water seeping into the pipe. Once the sites in need of repair or replacement have been identified, staff develops a plan to fix them in the most cost effective manner. New methods such as cured in place lining using trenchless technology to rehabilitate pipes, are proving to be an economical alternative to digging up streets and installing new pipe. The City is utilizing these and other cutting-edge techniques to stretch the capital budget. Trucks, equipment, and pumps require regular overhauls or replacement in order to remain efficient and effective; staff has developed, and is constantly enhancing, the long-term capital improvement program to ensure that major expenses are identified early and financial reserves are established.

Staffing

The Utility Services Section currently consists of a staff of 25, including the Assistant Utility Services Manager, Public Works Supervisor, Management Analyst, Industrial Waste Technician II, Environmental Compliance Officer, Environmental Compliance Specialist II, Environmental Compliance Technician, three Environmental Aides, two Lead Maintenance Workers, three Maintenance Worker IIs and 10 Maintenance Worker Is.

Training

Staff holds memberships in the following organizations -

- National Association of Sewer Service Companies, Inc. (NASSCO),
- Water Environment Federation (WEF),
- American Water Works Association (AWWA),
- California Water & Environment Association (CWEA),
- American Public Works Association (APWA),

YOU CAN HELP:

NEVER POUR GREASE DOWN THE DRAIN. PUT IT IN A CAN OR SOAK IT UP IN A PAPER TOWEL AND PUT IT INTO THE TRASH OR SAVE YOUR GREASE & DELIVER TO CITY MAINTENANCE YARD AT 615 W. AVENUE H, FOR RECYCLING.

- Association for GIS Professionals (URISA).

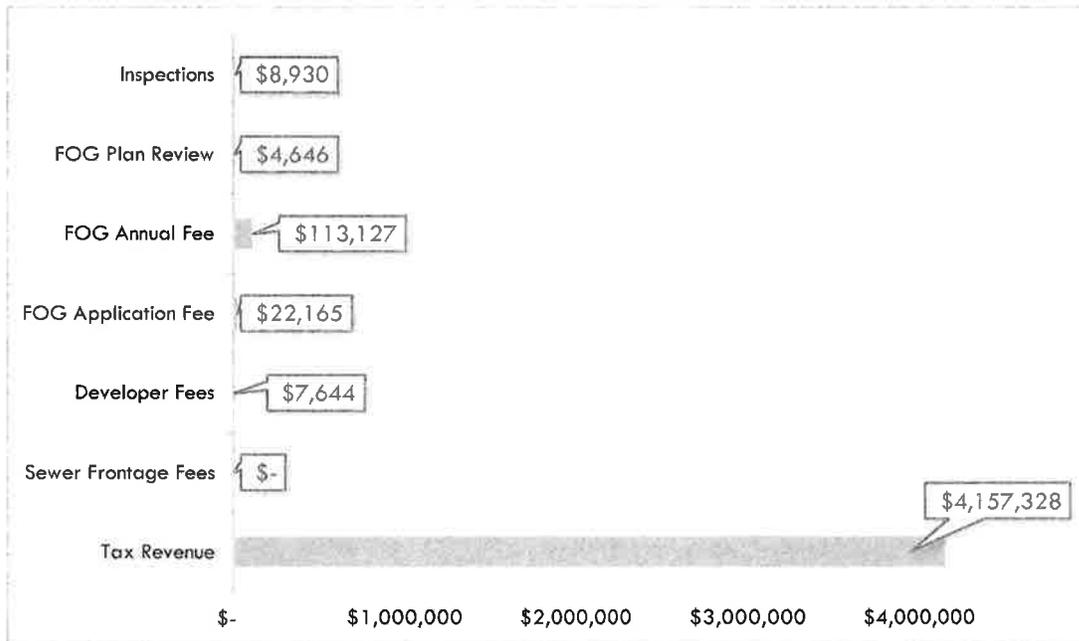
These organizations provide training and certification to ensure staff is able to safely and proficiently maintain the system. In fiscal year 2017/2018, staff members received 3 new certifications and 14 re-certifications.

Conclusion

As staff reviews the past year's performance of the sewer system, the maintenance, investigation, and prevention programs are proving to continue to be successful. Expansion of preventive programs, specifically community outreach and the FOG program, are continuing to be evaluated and will be implemented as they are developed. Additionally, new asset management software systems are beginning to roll out and will aid in the scheduling and tracking of maintenance in order to ensure a complete, system-wide approach. The capital improvement program provides assurance that our system will be successful for future generations and is constantly being evaluated and updated with the most current and urgent needs. The staff of the Utility Services Section is proud to provide such a vital service to the residents and businesses of the community and will continue to remain proactive in order to safeguard one of the City's major assets.

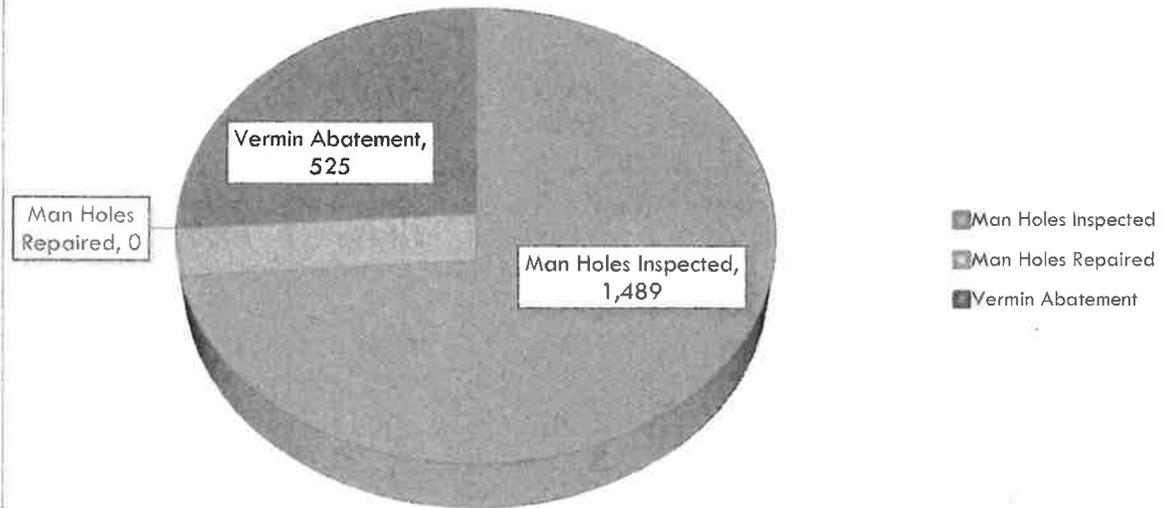
2017/2018 Annual Sewer District Revenue Sources

The City collects sewer fees from a variety of sources; however, the overwhelming majority of revenue comes from property owners whose properties are connected to the sewer system. As shown in the exhibit below, the City collects over \$4,000,000 in sewer charges; these funds are used for the care of the system and the specialized equipment required to properly clean and inspect the asset.

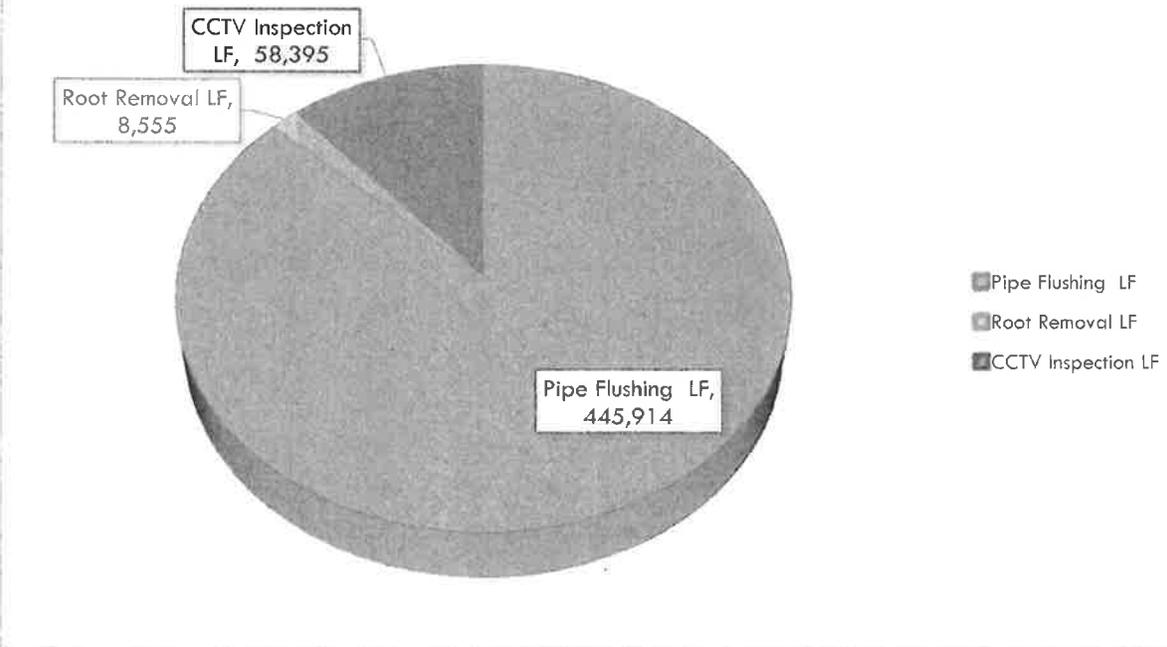


2017/2018 Annual Sewer Maintenance Activity at a Glance

MAN HOLE ACTIVITY



PIPELINE ACTIVITY, LINEAR FEET



Sewer System Performance Review

Sewer System Performance	2013/2014	2014/2015	2015/2016	2016/2017	2016/2017	2017/2018
<u>Pipe Cleaning:</u>						
Pipe Flushing	176,880 LF or 33.5 Miles	257,242 LF or 48.7 Miles	313,117 LF or 59.3 Miles	432,498 LF or 81.9 Miles	432,498 LF or 81.9 Miles	445,914 LF or 84.45 Miles
Root Removal	111,408 LF or 21.1 Miles	117,296 LF or 22.2 Miles	39,380 LF or 7.46 Miles	29,439 LF or 5.56 Miles	29,439 LF or 5.56 Miles	8,555 LF or 1.62 Miles
<u>Closed-Circuit TV Inspection:</u>	68,640 LF or 13 Miles	85,834 LF or 16.3 Miles	55,095 LF or 10.43 Miles	33,911 LF or 6.42 Miles	33,911 LF or 6.42 Miles	58,395 LF or 11.06 Miles
<u>Manholes:</u>						
Inspected	96	2,127	2,318	1,306	1,306	1,489
Repaired	3	30	10	1	1	0
Vermin Abatement	848	233	352	592	592	525
<u>Sewer Overflow (SSOs):</u>	5	4	4	3	3	0
Annual SSO Rate (SSO/100 miles of pipe)	1.16	0.93	0.93	0.69	0.69	0
Portion of SSO Runoff Contained	100%	32% ¹	98%	100%	100%	N/A
<u>Main SSO Causes</u>						
Grease	80%	75%	80%	15%	15%	N/A
Roots	20%	0%	10%	15%	15%	N/A
Other (Vandalism, etc.)		25%	10%	70%	70%	N/A

¹ The percentage of run-off contained for fiscal year 2014-2015 is lower, compared to the previous year, due to the fact that two of the four spills occurred in dirt fields where the liquid soaked into the ground and could not be recovered.

STAFF REPORT
City of Lancaster

CC 15
12/11/18
MVB

Date: December 11, 2018

To: Mayor Parris and City Council Members

From: Jeff Hogan, Development Services Director

Subject: **Acceptance of Improvements (Drainage Maintenance District)**

Recommendation:

Approve and accept for maintenance the work and materials for the drainage improvements for the following Drainage Maintenance District annexation, installed by the developer of the subject project:

<u>Project</u>	<u>Annexation No.</u>	<u>Location/Owner</u>
Site Plan Review No. 16-07	17-04	Northeast corner of 10 th Street West and Avenue K-8 Owner: Viper Enterprises, Inc.

Fiscal Impact:

The total value of infrastructure accepted: \$227,075.00. A total of 918.08 linear feet of storm drain pipe, two (2) manholes, and two (2) catch basins are being accepted at this time. The estimated annual cost for maintenance is \$1,121.40. This cost will be assessed against benefiting properties.

Background:

The territory shall be annexed into the Lancaster Drainage Benefit Maintenance District with the annual resolutions levying the assessments for said district scheduled for June 2019.

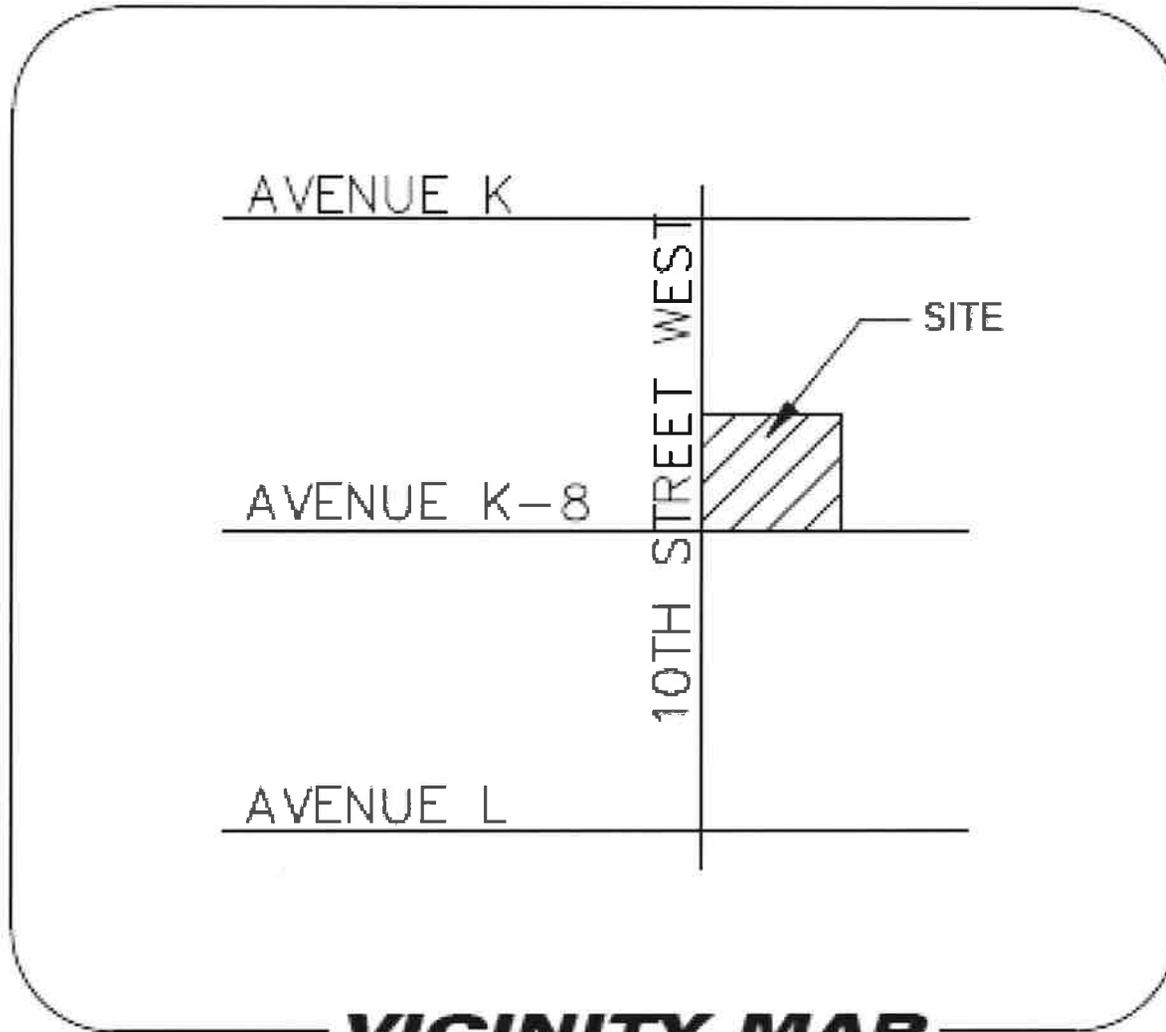
The drainage improvements for this project have been installed by the developer according to the approved plans and specifications. The improvements have been inspected and found to be satisfactory to the Development Services Director.

MD:tl

Attachment:

Vicinity Map

SPR 16-07
Vicinity Map



VICINITY MAP

NTS

STAFF REPORT
City of Lancaster

CC 16
12/11/18
MVB

Date: December 11, 2018
To: Mayor Parris and City Council Members
From: Jeff Hogan, Development Services Director
Subject: **Acceptance of Improvements (Sewer)**

Recommendation:

Approve the following developer installed sanitary sewer, and accept the sewer for maintenance by the City and for public use:

<u>Project</u>	<u>Private Contract No.</u>	<u>Location/Owner</u>
Site Plan Review No. 16-07	17-03	Northeast corner of 10 th Street West and Avenue K-8 Owner: Viper Enterprises, Inc.

Fiscal Impact:

The total value of infrastructure accepted: \$21,672.50. A total of 150 linear feet of sewer line and one (1) manhole are being accepted at this time. The estimated annual cost for maintenance is \$90.00. This cost will be assessed against benefiting properties.

Background:

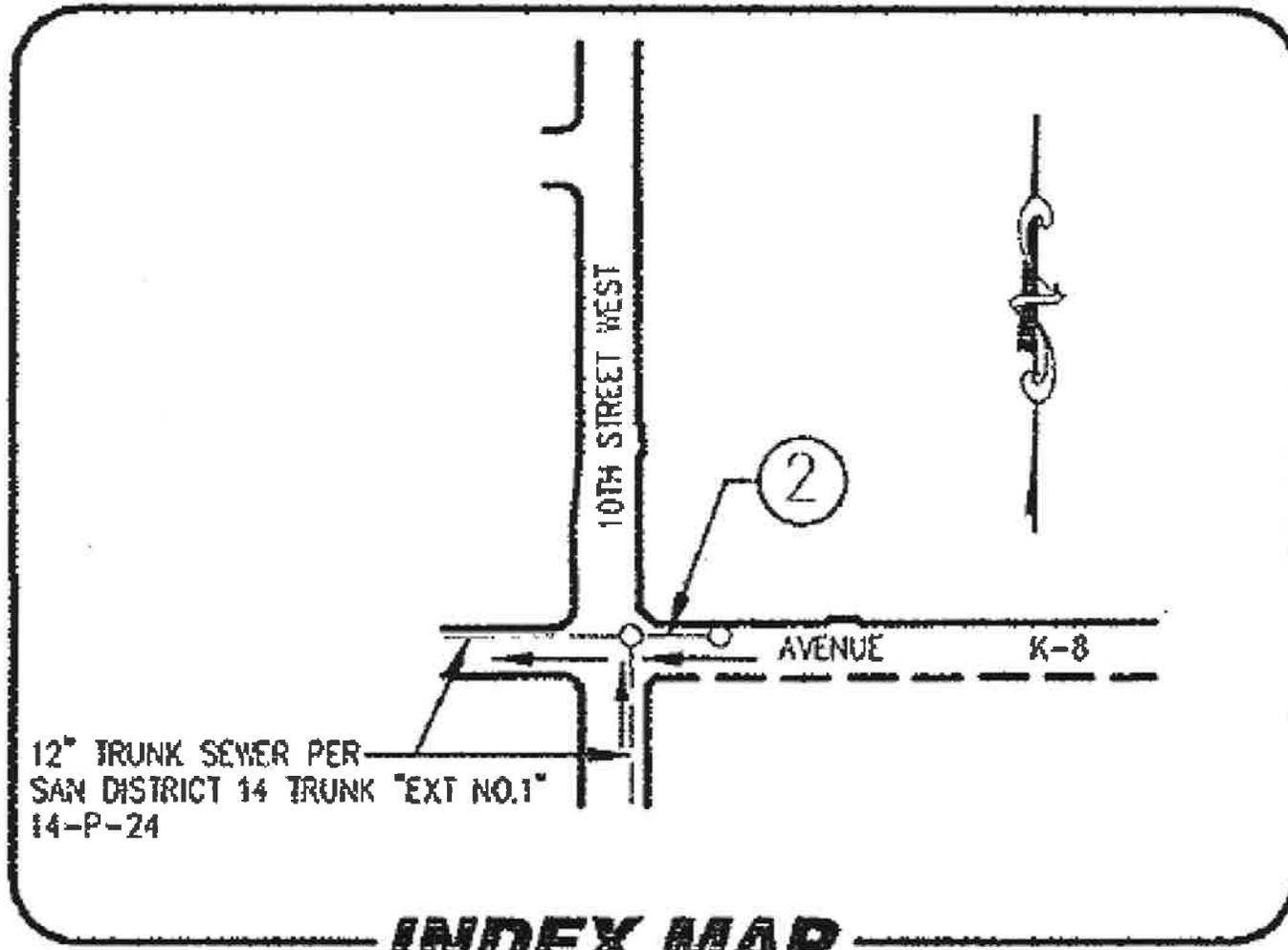
The listed sanitary sewer has been constructed and completed by the developer according to the approved plans and specifications. The work has been inspected and found to be satisfactory to the Development Services Director.

MD:tl

Attachment:

Vicinity Map

SPR 16-07
Sewer – Vicinity Map



INDEX MAP

STAFF REPORT
City of Lancaster

CC 17
12/11/18
MVB

Date: December 11, 2018
To: Mayor Parris and City Council Members
From: Jeff Hogan, Development Services Director
Subject: **Acceptance of Improvements (Streets)**

Recommendation:

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

Project

Site Plan Review No. 16-07

Location/Owner

Northeast corner of 10th Street West and Avenue K-8
Owner: Viper Enterprises, Inc.

Fiscal Impact:

The total value of street improvements accepted: \$975,652.20. Total new lane miles: 0.74. The projected annual maintenance costs for the street improvements are anticipated to be:

- Pavement: \$4,669.90
- Curb and Gutter: \$318.82
- Sidewalk: \$2,909.62

Background:

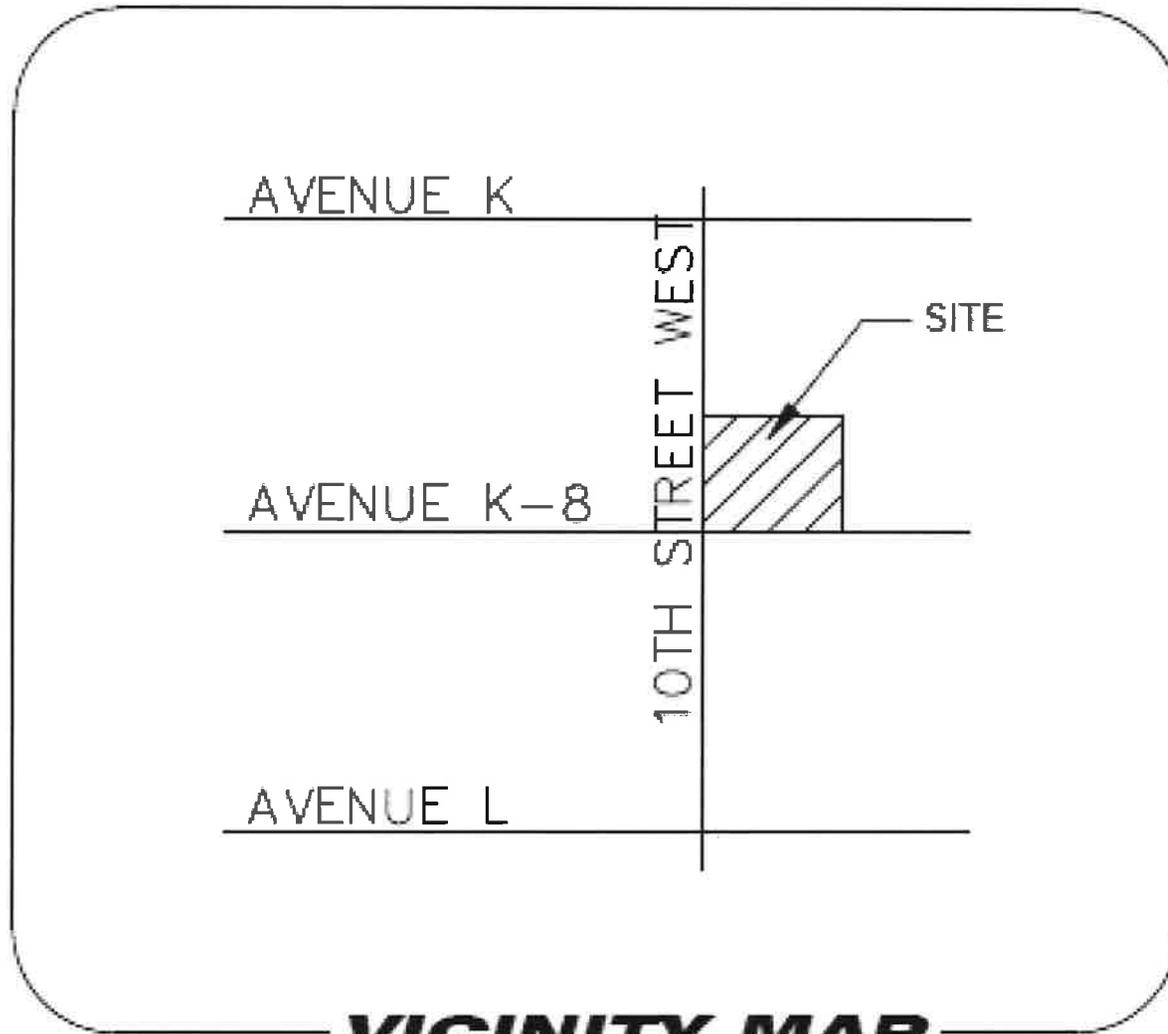
The streets have been constructed and completed by the developer according to the approved plans and specifications. The work has been inspected and found to be satisfactory to the Development Services Director.

MD:tl

Attachment:

Vicinity Map

SPR 16-07
Vicinity Map



VICINITY MAP

NTS

STAFF REPORT
City of Lancaster

CC 18
12/11/18
MVB

Date: December 11, 2018

To: Mayor Parris and City Council Members

From: Jeff Hogan, Development Services Director

Subject: **Acceptance of Improvements (Water)**

Recommendation:

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

<u>Project</u>	<u>Location/Owner</u>
Site Plan Review No. 16-07	Northeast corner 10 th Street West and Avenue K-8 Owner: Viper Enterprises, Inc.

Fiscal Impact:

None.

Background:

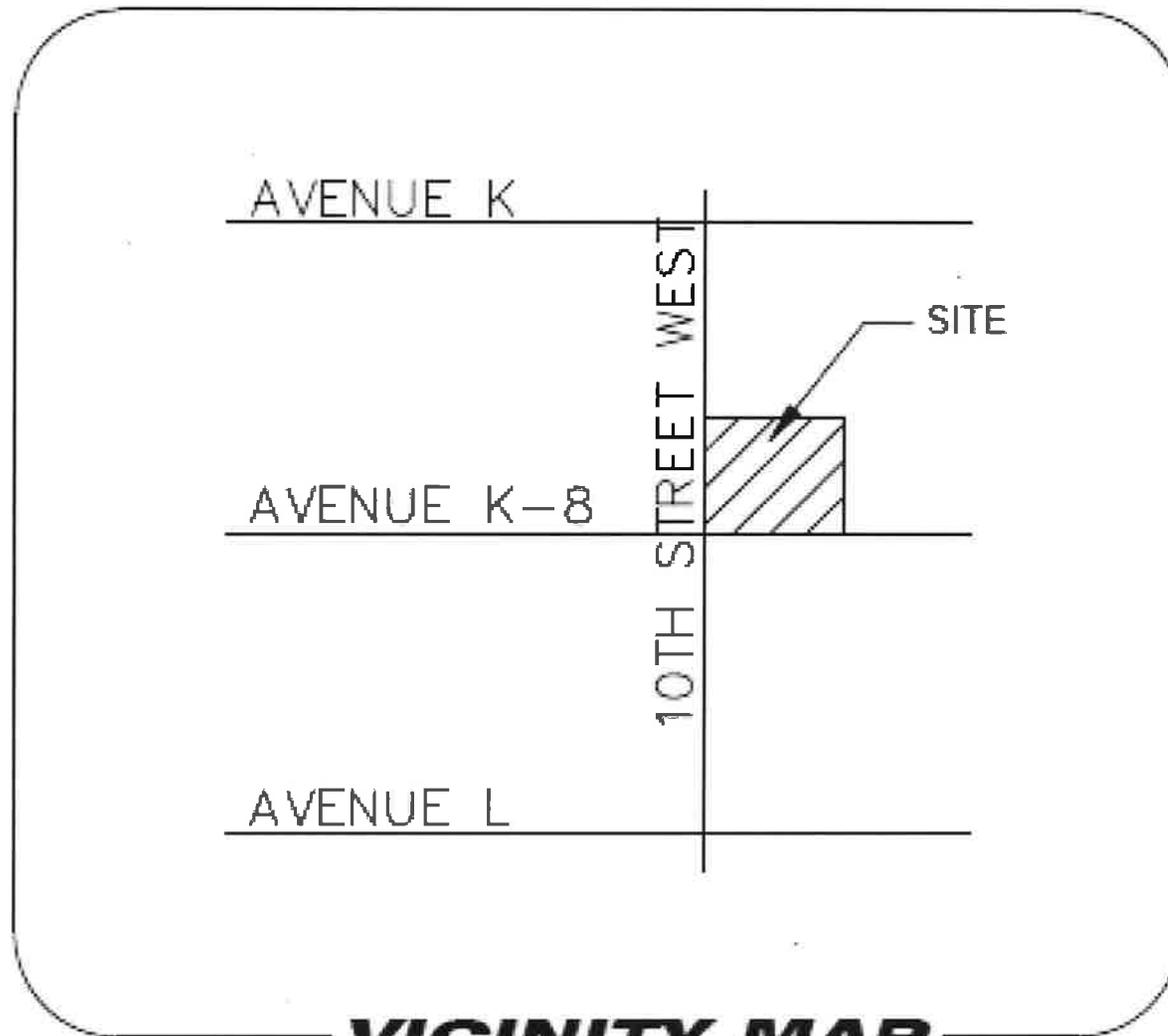
The water system for this project has been constructed and completed to the satisfaction of the local water purveyor, Los Angeles County Waterworks District No. 40-04, Antelope Valley, and was constructed according to the approved plans and specifications. Additionally, the work has been inspected and found to be satisfactory to the Development Services Director.

MD:tl

Attachment:

Vicinity Map

SPR 16-07
Vicinity Map



VICINITY MAP

NTS

STAFF REPORT
City of Lancaster

CC 19
12/11/18
MVB

Date: December 11, 2018
To: Mayor Parris and City Council Members
From: Jeff Hogan, Development Services Director
Subject: **Approval of Contract with Pacific Coast Locators, Inc.**

Recommendation:

Approve contract with Pacific Coast Locators, Inc., (PCL) to provide 811 One-Call DigAlert (DigAlert) services for all proposed excavations within the City of Lancaster and authorize the City Manager or his designee to execute all related documents.

Fiscal Impact:

\$114,000.00 per year, paid monthly, to cover up to 250 mark-outs per month. Additional mark-outs will be charged at \$150 each. Sufficient salary and other operating expenditure savings are available in the FY 18/19 Operating Budget to cover the estimated contract total.

Background:

As City staff works to streamline processes and organize work in order to be most efficient and effective in their daily duties, staff has identified an opportunity to contract DigAlert mark-outs. California state law requires that everyone calls 811 for any and all planned excavations. This results in hundreds of mark-out requests per month. Currently, two to three full-time staff members are assigned to mark-out DigAlert requests on a daily basis. The contract services would allow those staff members to be shifted to other high-value duties while alleviating the City of liability regarding mark-outs. PCL will respond to all DigAlert tickets for proposed excavation projects planned in the City of Lancaster. PCL will be responsible for locating and marking utilities owned by the City of Lancaster, to include traffic signals, sewer, drainage, and recycled water and city-maintained streetlights.

HS:jw

Attachment:

Professional Services Agreement

AGREEMENT FOR UTILITY LOCATION & MARKING SERVICES

THIS AGREEMENT FOR UTILITY LOCATION AND MARKING SERVICES (this "AGREEMENT") is made and entered into this ___ day of _____, 2018, by and between the CITY OF LANCASTER, a municipal corporation and charter city (the "OWNER"), and Pacific Coast Locators, Inc. (the "CONTRACTOR").

RECITALS

WHEREAS, OWNER desires to engage CONTRACTOR to perform certain services, as provided herein, identified as:

UTILITY LOCATION & MARKING SERVICES

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

NOW, THEREFORE, the parties agree as follows:

1. **Parties.**

The parties to this AGREEMENT are:

- A. OWNER: City of Lancaster.

- B. CONTRACTOR: Pacific Coast Locators, Inc.

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

OWNER Jeff Hogan
 Development Services Director
 City of Lancaster
 44933 North Fern Avenue
 Lancaster, California 93534

CONTRACTOR Pacific Coast Locators, Inc.
 2606 Foothill Blvd., Suite G
 La Crescenta, CA 91214
 Office 818-249-7700 / Fax 818-249-7701
 Email: quote@pcllocators.com

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

4. **Incorporation by Reference.** The CONTRACTOR'S Proposal is hereby incorporated in and made a part of this AGREEMENT. CONTRACTOR agrees to comply with all of the requirements set forth therein.

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

- First: This AGREEMENT
- Second: The CONTRACTOR'S Proposal

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

7. **Obligations of the OWNER.**

A. The total compensation to be paid by OWNER to CONTRACTOR for all work and services described in the Scope of Services is \$9,500 per month, which shall include up to 250 mark-outs per month; any mark-outs exceeding 250 per month shall be charged at a rate of \$150 per mark-out. CONTRACTOR'S fees and charges for the work and services performed shall in no event exceed those set forth in Exhibit "B" attached hereto and made a part hereof.

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

8. **Obligations of the CONTRACTOR.**

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

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

9. **Payment of Prevailing Wage.** This section is not applicable.

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

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

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

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

A. In the performance of this AGREEMENT, CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR for personnel to perform any services under this AGREEMENT. OWNER shall have access to all documents, data and records of CONTRACTOR and its subcontractors for purposes of determining compliance with the equal employment opportunity and non-discrimination provisions of this Section.

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

15. **Termination for Cause.**

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

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

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

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

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

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

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

17. **Insurance.**

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

Commercial General Liability	
Each Occurrence	\$2,000,000
Per Project General Aggregate	\$5,000,000
Including Products/Completed Operations	
Including Contractual Liability/Independent Contractors	
Including Broad Form Property Damage	

Commercial Automobile Liability
Combined Single Limit per Accident for
Bodily Injury and Property Damage

\$5,000,000

Workers Compensation
As Required by the State of California

Statutory Limits

Employer's Liability
Each Accident
Bodily Injury by Disease
Each Employee

\$1,000,000

\$1,000,000

\$1,000,000

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

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

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

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

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

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

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

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

J. CONTRACTOR shall furnish the OWNER with Certificates of Insurance and with original endorsements effecting coverage required by this contract. The certificates and

endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the OWNER before work commences. The OWNER reserves the right to require complete, certified copies of all required insurance policies at any time.

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

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

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

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

UTILITY LOCATING PROVIDER FOR THE CITY OF LANCASTER

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.

(4) List in the "Cancellation" section:

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

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

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

18. **Commencement and Completion of Work.** The execution of this AGREEMENT by the parties does not constitute an authorization to proceed. The services of CONTRACTOR shall commence when the OWNER, acting by and through its Development Services Director or his or her designee, has issued the notice to proceed.

CONTRACTOR shall have no claim for compensation for any services or work which has not been authorized by the OWNER'S notice to proceed.

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

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

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

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

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

21. **Data Provided to CONTRACTOR.** OWNER shall provide to CONTRACTOR, without charge, all data, including reports, records, maps and other information, now in the OWNER'S possession which may facilitate the timely performance of the work described in the Scope of Services.

22. **CONTRACTOR'S Warranties and Representations.**

CONTRACTOR warrants and represents to OWNER as follows:

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

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

C. CONTRACTOR has no knowledge that any officer or employee of the OWNER has any interest, whether contractual, noncontractual, financial, proprietary, or otherwise, in this

transaction or in the business of the CONTRACTOR, and that if any such interest comes to the knowledge of CONTRACTOR at any time, a complete written disclosure of such interest will be made to OWNER, even if such interest would not be deemed a prohibited "conflict of interest" under applicable laws.

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

23. **Resolution of Disputes.**

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

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

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

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

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.

24. **Exhibits.**

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

Exhibit "A" Scope of Services

Exhibit "B" Payment Clause

25. **Governing Law.**

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

26. **Effective Date.**

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

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

“OWNER”
CITY OF LANCASTER
LANCASTER, CALIFORNIA

Approved By Department Head:

By: _____
Jeff Hogan, Development Services Director

Dated: _____

By: _____
Mark V. Bozigian, City Manager

Dated: _____

"CONTRACTOR"
Pacific Coast Locators, Inc.

By: _____

Dated: _____

ATTEST:

Britt Avrit, MMC
City Clerk

APPROVED AS TO FORM:

Allison E. Burns, Esq.
City Attorney

EXHIBIT "A"
SCOPE OF SERVICES

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

The work to be performed under this contract shall include:

SEE ATTACHED

Exhibit A

11/03/2018



Pacific Coast Locators, Inc.
2606 Foothill Blvd., Suite G
La Crescenta, CA 91214
Office 818-249-7700 / Fax 818-249-7701
Email: quote@pclocators.com

Cost Estimate to Serve as Contract Locating Provider for City of Lancaster

CITY OF LANCASTER
615 W. Ave. H | LANCASTER, CA 93534
W: 661.723.6195

Attn: **Heather Swan**, Development Services

Scope of work:

City of Lancaster is looking for a utility locating company to respond to One-Call tickets. Pacific Coast Locators will respond to 811 One-Call DigAlert tickets for proposed excavation projects planned in the City of Lancaster. Pacific Coast Locators will be responsible for locating & marking City of Lancaster owned "utilities" to include traffic signals, sewer, drainage, and recycled water and city maintained street lights.

In this cost estimate Pacific Coast Locators will provide:

Screening and scheduling:

A Pacific Coast Locators dispatcher will screen incoming City of Lancaster DigAlert locate requests that will be directed to Pacific Coast Locator's WebTMS system which will include calling contractors to get additional information about their planned excavation. For those that are clearly not in conflict with City of Lancaster utilities, tickets will be closed out and the contractor will be notified. Dispatcher will schedule technicians to locate and mark out City of Lancaster utilities that are, or may be in conflict with excavation activities.

Staffing and equipment:

Pacific Coast Locators will assign and equip technicians for dispatching and locating for all listed City of Lancaster utilities. Pacific Coast Locators will provide all marking paint, survey flags, and all other materials necessary to complete all mark-outs in the field.

Reports:

Monthly reports documenting all locating work performed will be provided to the City of Lancaster on a quarterly basis and/or available to City of Lancaster at their request. Pacific Coast Locators will photo document all located City of Lancaster utilities per each DigAlert mark-out. All photos will be made available to City of Lancaster upon request. Pacific Coast Locators will retain all documentation for later reference.

City of Lancaster will provide:

Pacific Coast Locators will be authorized to receive City of Lancaster DigAlert tickets via the Pacific Coast Locators WebTMS account. Our dispatcher will be able to view & close out tickets. In addition, City of Lancaster will provide maps of all City of Lancaster utilities, to include hard copies and GIS files if and where applicable.

Standard Rate Cost Estimate

Cost per month to locate and mark out City of Lancaster Utilities:

This includes mobilization, utility mark-out, and administrative reporting.

Also included in this cost is:

Monitoring of tickets (which includes closing out tickets), strategic scheduling, making daily contact with contractors working near City of Lancaster utilities, building relationships, processing and electronic filing of monthly technician field reports.

Cost: \$9500 p/month to cover a cap of up to 250 mark-outs per month.

Cost: \$150 p/ mark-out for anything above 250 mark-outs.

Assumptions:

Day work only. Monday through Friday 7am to 4pm.

Additional cost of \$250 p/locate for weekend, night work, and/or emergencies outside of normal business hours.

These cost estimates will be good for 6 months from the time and date all contracts are signed. After the end of this term, the contract will be reviewed, and revised if necessary.

EXHIBIT "B"

TERMS AND PAYMENT CLAUSE

Term. This Agreement shall become effective and shall be in full force and effect upon the execution of the Agreement by the City and the CONTRACTOR. This Agreement shall continue in full force and effect for a period of twelve (12) months from the effective date of the Agreement (the "Term"), unless the Agreement is sooner terminated in accordance with the Terms and Conditions in the Agreement; provided, however, that the City and the CONTRACTOR may mutually agree in writing to extend the Term of this Agreement.

Payment. The total compensation to be paid by OWNER to CONTRACTOR for all work and services described in the Scope of Services is \$9,500 per month, which shall include up to 250 mark-outs per month; any mark-outs exceeding 250 per month shall be charged at a rate of \$150 per mark-out.

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

Pacific Coast Locators, Inc.

STAFF REPORT
City of Lancaster

CC 20
12/11/18
MVB

Date: December 11, 2018

To: Mayor Parris and City Council Members

From: Jeff Hogan, Development Services Director

Subject: **Agreement for Professional Services – Traffic Signal & Street Lighting Services**

Recommendation:

Award of Contract for Request for Qualification No. 686-18, Traffic Signal & Street Lighting Services to St. Francis Electric, LLC (“SFE”) of San Leandro, California, for an estimated total of \$1,045,858.00. Authorize 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.

Fiscal Impact:

Estimated \$1,045,858.00 for the term of the agreement; sufficient funds are available in FY 2018-19 Lighting Maintenance District Operating Budget in Salary Savings; Professional Services, 483-4785-301; Traffic Signal Maintenance, 483-4785-461; and Traffic Signal Damage Maintenance, 483-4785-463.

Background:

City staff conducted a comprehensive analysis of overall operations and costs, and has concluded obtaining contract services will streamline maintenance, ensure regular routine maintenance is conducted, increase the performance and safety of the City’s signals and streetlights, and reduce overall maintenance costs.

Therefore, on May 18, 2018, the City released a Request for Qualifications (RFQ #686-18) for Traffic Signal & Street Lighting Services. Specifically, the City was seeking a contractor with experience with street lights, traffic signals, and traffic signal systems, including fiber optics. All Contractors with demonstrated experience in one or more the areas detailed in the RFQ were encouraged to submit a proposal for each listed task.

The RFQ closed on June 19, 2018, at 2 p.m. The City received two proposals, one of which was deemed non-responsive for missing documentation. The sole responsive proposal received from SFE was thorough and complete.

Therefore, staff recommends awarding SFE a contract for Traffic Signal & Street Lighting Services in estimated total of \$1,045,858.00.

CV:sr

Attachments:

Agreement

Proposal

AGREEMENT FOR TRAFFIC SIGNAL & STREET LIGHTING SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (this "AGREEMENT") is made and entered into this ____ day of _____, 20__, by and between the CITY OF LANCASTER, a municipal corporation and charter city (the "OWNER"), and ____ (the "CONTRACTOR").

RECITALS

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

RFQ 686-18 Traffic Signal & Street Lighting Services

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

NOW, THEREFORE, the parties agree as follows:

1. **Parties.**

The parties to this AGREEMENT are:

- A. OWNER: City of Lancaster.

- B. CONTRACTOR: St. Francis Electric, LLC

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

OWNER Director of Development Services
 City of Lancaster
 44933 North Fern Avenue
 Lancaster, California 93534

CONTRACTOR Guy Smith
 St. Francis Electric, LLC
 975 Carden Street
 San Leandro, CA 94577

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

4. **Incorporation by Reference.** The City's RFQ and the CONTRACTOR'S Proposal (Statement of Qualifications) is hereby incorporated in and made a part of this AGREEMENT. CONTRACTOR agrees to comply with all of the requirements set forth therein.

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

First: This AGREEMENT
Second: The City's RFQ #686-18, and all its addenda
Third: The CONTRACTOR'S Proposal

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

7. **Obligations of the OWNER.**

A. CONTRACTOR'S fees and charges for the work and services performed shall in no event exceed those set forth in Exhibit "A" attached hereto and made a part hereof.

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

8. **Obligations of the CONTRACTOR.**

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

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

9. **Payment of Prevailing Wage.**

A. The State of California, Department of Industrial Relations, has ascertained the general prevailing rate of wages and employer payments for health and welfare, vacation, pension, and similar purposes applicable to the work to be done. These rates shall be the minimum wage rates for this project. These rates are on file with the OWNER and copies will be made available to any interested party upon request.

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

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

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

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

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

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

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

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

11. **Hold Harmless and Indemnification.** CONTRACTOR agrees to indemnify and hold harmless the OWNER, its officers and employees, from and against any and all claims, losses, obligations, or liabilities whatsoever, including reasonable Attorney's fees, incurred in or in any manner arising out of or related to CONTRACTOR'S negligent or willful wrongful acts, errors or omissions, or those of its employees or agents. CONTRACTOR agrees to defend OWNER, its elected officials, officers, employees, and volunteers, from and against any and all claims arising from any alleged negligent or wrongful acts, errors or omissions on the part of CONTRACTOR or on the part of its employees.

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

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

A. In the performance of this AGREEMENT, CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR for personnel to perform any services under this AGREEMENT. OWNER shall have access to all documents, data and records of CONTRACTOR and its subcontractors for purposes of determining compliance with the equal employment opportunity and non-discrimination provisions of this Section.

14. **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 Contractor. This Agreement shall continue in full force and effect for a period not to exceed one (1) year from the effective date of the agreement, unless the Agreement is sooner terminated in accordance with this Agreement; provided, however, that the City and the Contractor may mutually agree in writing to extend the Term of this Agreement.

15. **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, Contractor will be paid on a pro-rata basis for work completed through the date of termination within thirty (30) days following submittal of a final invoice.

B. For Cause. If Contractor 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, Contractor 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 Contractor.

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.

16. **Independent Contractor.** CONTRACTOR is an independent contractor and shall have no power or authority to incur any debt, obligation or liability on behalf of the OWNER. It is

expressly understood between the parties to this AGREEMENT that no employee/employer relationship is intended; CONTRACTOR is an independent contractor.

17. **Insurance.**

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

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

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

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

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

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

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

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

H. Insurance provided and maintained by CONTRACTOR must be placed with insurers with a rating of A-, VIII or better by Best's Key Rating Guide, latest edition.

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

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

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

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

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

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

Traffic Signal & Street Lighting Services

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

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

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

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

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

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

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

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

A. If, at any time, the work is delayed due to suspension order by OWNER, or due to any other cause which, in the reasonable opinion of the OWNER, is unforeseeable and beyond the control and not attributable to the fault or negligence of CONTRACTOR, then CONTRACTOR shall be entitled to an extension of time equal to said delay, subject to the OWNER's right to terminate this AGREEMENT pursuant to Section 15.

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

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

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

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

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

CONTRACTOR warrants and represents to OWNER as follows:

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

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

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

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

23. **Resolution of Disputes.**

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

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

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

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

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.

24. **Exhibits.**

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

- | | |
|-------------|-------------------|
| Exhibit "A" | Scope of Services |
| Exhibit "B" | Payment Clause |

25. **Governing Law.**

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

26. **Effective Date.**

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

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

(Signatures begin on next page.)

“OWNER”
CITY OF LANCASTER
LANCASTER, CALIFORNIA

Approved By Department Head:

By: _____
Jeff Hogan

Dated: _____

By: _____
Mark V. Bozigian, City Manager

Dated: _____

"CONTRACTOR"
St. Francis Electric, LLC

By: _____
Guy Smith, Vice President

Dated: _____

ATTEST:

Britt Avrit, CMC
City Clerk

APPROVED AS TO FORM:

Allison E. Burns, Esq.
City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

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

The work to be performed under this contract is as follows:

Project Management, Staff Availability and Detailed Project Work Plan

SFE's work plan is to provide a local maintenance team for this contract with a desire to provide the best customer service experience for the City of Lancaster and its citizens. Our comprehensive preventative maintenance program is designed to help minimize the incidences of outages and malfunctions: reduce complaints and extend the useful life of the traffic signals, streetlights, and appurtenances.

Task 1 Item 1

Our understanding Streetlights – General Repairs

Task 1 Item 1 (Preventative Repairs) Included in Flat rate - SFE We will provide a Street Lighting crew of 2 to 3 Technicians in the City Tuesday - Thursday during the hours of 7:00 am & 3:30 pm to make maintenance repairs. If it is found that additional staffing is required we will make the adjustments as required by the City. Will divide the City Street lights into quadrants (A, B, C, & D see below) we will conduct a night survey each month on a different quadrant, each quadrant having a quarterly inspection (4 x annually). SFE will send this report to the City for its records. We will then begin the necessary repairs to these street lights found inoperable.

INCLUDED Repairs in Flat rate Labor & Vehicle, we will test and repair fixtures that are found to be repairable, Replace fixtures that are found to need replacing, Check photo cells & receptacles, replace if needed, Check fuses, fuse holders and connections at the handhole cover, hand hole covers replace as needed. Check and replace if needed wiring from the handhole cover to the fixture, Adjust leveling and tightness of fixtures, and if found needed replace luminaire arms. We will also report any found vandalism, damages done by vehicles or other and or stolen conductors. **It is our understanding that all of the needed/required materials will be supplied by the City.** If it is found that there are additional materials required to be supplied by SFE the City would be billed additional at Cost plus 15% for these materials. We will responded to reported outages within 5 – 7 business days from time of report and begin the necessary repairs. We will report the repairs and or progress of work being completed in the City's COMCATE system.

Task 1 Item 1 NOT INCLUDED in Flat Rate any repairs or replacements to underground wires, conduit obstructions, dis-lodges or replacements of conduit itself, burnt or electrical back feeds, pull boxes and or lids replacements, or the replacement or re-pulling of stolen conductors. SFE will provide these services if requested and bill them per the extra ordinary call out rates, or provide a quote as requested for specific items when needed. Any Items not listed in the above "Task 1 Item 1 Included in" would be billed as additional per the Extraordinary T, L & E rates Attached to this RFQ.

Any requested calls outs for emergency response for (downed/leaning poles) would be billed at a Time, Equipment and materials rate and is available with our 24/7 On-Call maintenance/response services and responded to within 2 hours of report. We offer our 24/7 Dispatch service for this type of work 1 (844) Light88. At that time we would pick up, secure area, wires and haul off the damaged poles and debris.



Task 1 Item 2

Our understanding Streetlights – General Repairs

Task 1 Item 2 (Stand City-Provided pole on (e) foundations - Included in Flat rate

Per the City's request and list of locations given SFE will pick up City supplied poles, LEDs & Equipment from the Maintenance yard. Break out the (e) concrete cap, stand and wire the new street light pole, install the single/Double arms, wire in the new street light fixture and install a photocell. Install new fuse holders and fuses where required and pour back cap. Test operations to ensure proper operations, identify any defective fixtures and return to City. We will make sure all work areas are free and clean of any debris. Flat Rate is for Standing City supplied poles only.

This type of work would be scheduled and completed during normal week day business hours, and can be scheduled within 3 to 5 business days upon request.

Task 1 Item 2 NOT INCLUDED in Flat Rate

- Outside of normal hours call outs
- Excludes any type of temporary work
- Excludes Repairing or Replacing Existing or new pull boxes, lids, conduit and or wire to these boxes.
- Excludes any of the (knockdown) On-Call call out items such as picking up the (downed/leaning) pole, disposal of the original (downed/leaning) pole, and or Securing the area of the (downed/Leaning) pole.
- Excludes replacing curb, gutter, ramps, wings, sidewalk, asphalt, hardscape, and or landscape if necessary.
- Excludes any ADA modifications or upgrades.

SFE would be able to provide quotes for these type items as they arise to the City prior to repairs being made for their authorization. **Any requested calls outs for emergency response for (downed/leaning poles) would be billed at a Time, Equipment and materials rate and is available with our 24/7 On-Call maintenance/response services and responded to within 2 hours of report. We offer our 24/7 Dispatch service for this type of work 1 (844) Light88. At that time we would pick up, secure area, wires and haul off the damaged poles and debris.**

Task 1 Item 3

Our understanding Streetlights – General Repairs

Task 1 Item 3 (Remove & Replace (e) streetlight pole foundations / Single arm) Included in Flat rate*

SFE will break out and remove the (e) cap. Dig, intercept (e) conduit, remove the (e) damaged foundation; Set cage, forms anchors, and supply reconnect conduit (up to 10') and Pour new foundation. Safe off area, clean up, haul of all debris and remove forms as needed. Flat Rate Item is for Foundation work only.

***Cage & Anchors would be billed as additional cost plus 15% due to the new Tariffs on Steel and the cost fluctuation; current supplier quotes are only good for 3 to 5 days.**

Task 1 Item 3 DOES NOT INCLUDED in Flat Rate

- *Excludes Cost for Cage & Anchors this item would be billed at cost plus 15%
- Excludes any kind of temp work
- Excludes repairing, replacing and existing pull boxes, conduit or wires
- Excludes repairing, replacing and curb, gutters, ramps, wings, sidewalk, asphalt, hardscape and landscape if necessary.
- Excludes and ADA modifications or upgrades

Task 2 Item 1

Our understanding Signals General Repairs - Maintenance

SFE's maintenance team intends to approach this maintenance contract with a desire to provide the best customer service experience for the City of Lancaster and its citizens. SFE has consistently performed to the highest levels of satisfaction on all of our maintenance contracts with other State of California and City entities. SFE understands that, as a maintenance contractor, we represent the City while working on its streets. Most preventative maintenance services will take approximately 45 mins to 1 hour to perform per location. SFE will provide 1 to 2 Traffic Signal Technicians to the City each month weekdays between the hours of 7:00 am & 3:00 pm to complete the maintenance task.

SFE shall provide a monthly routine, comprehensive preventive maintenance program designed to minimize the incidence of outages and malfunction; reduce complaints; and extend the useful life of the traffic signal equipment. SFE will furnish and use a preventive maintenance checklist form approved by the City. SFE will maintain a copy of the checklist in the traffic signal controller cabinet, and maintain a copy of the maintenance checklist at SFE's office of records.

We will make sure that all maintenance tasks have been properly completed each month and that we walk every location with the City's Citizens, Visitors and Safety always in mind. SFE and our technicians provide a quality customer service which also includes notifying the City when we are planning to complete our PM's. This helps to save added cost and money on items the City may not feel are urgent but would like us to look at while we are onsite. *SFE would complete approximately 40 to 50 Intersections per week based on this scope of work.*

Task 2 Item 1 Preventative Maintenance (Monthly) Repairs Included in Flat rate

- Examine the functioning of the controller in relation to the traffic. Check Timing per the engineered timing plan.
- Observe and check for proper operation of the detector loops and amplifiers. Adjust or re-tune detector amplifiers and correct substandard splices as necessary. For intersections with video detection, verify camera operation by monitoring the vehicle call on the video controller unit. Also, verify the calls going to the detector call page in the controller.
- Inspect all relays, switches, and terminals, etc. and replace or make adjustments as necessary.
- Check and adjust fan operation. Check the filter for tight fit and tape if required.
- Check and lubricate locks and hinges.
- Clean and vacuum the cabinet as necessary. Examine cabinet interior for water, excessive dampness and plant or animal intrusion.
- Inspect battery backup system (if the signal is equipped with such unit) to ensure unit is fully charged. Check all battery connections to ensure they are secure.
- Check pedestrian push buttons for proper operation, visually observe that the indications are illuminating and sufficient time to cross the intersection is present.
- Remove minor graffiti, yard sale signs and any other non MUTCD items from the intersection.
- Visually inspect that all vehicle indications are illuminating and that no obstructions are present.
- Visually review that the correct orientation of signal heads corresponds with the travel lanes or direction for which it's intended.
- Visually inspect for loose or damaged signal heads, back plates, street name sign hardware or worn brackets.
- Visually inspect that video camera mast arm mount poles are not leaning and are aligned properly to the travel lanes or direction for which it's intended.
- Visually inspect each signal pole shaft, mast arm, signal framework, EVP sensors. (Correct orientation, hand-hole covers, pole tops, mast arm end covers, tenon covers, through bolts, terminal block covers, framework hardware, anchor bolt hardware, rust, cracks, and dents).
- Check for loose anchor bolts; shake smaller poles to ensure TV1T & TV2T framework is tight.
- Check condition of pull boxes and lids.
- Check condition of asphalt, condition of embedded loops, stub outs. Verify that lane striping has not changed to prevent the loops from being centered in the lane of travel.
- Check for worn striping and crosswalks and report.
- Check all regulatory signage for fading, worn out mounting hardware. Check all street name signs for fading, worn out mounting hardware.
- Inspect, Clean and check connections of Fiber Hubs
- Inspect and Clean Service pedestal.
- Annually Test conflict Monitor units and report

ALL REPAIRS MADE TO ANY OF THE ABOVE ITEMS WOULD BE BILLED AS EXTRA ORDINARY AT THE TIME, EQUIPMENT & MATERIALS RATE PER ATTACHED.

Task 2 Item 1 Preventative Maintenance Repairs NOT INCLUDED in Flat rate

Extra ordinary work not included in the flat rate Preventative Maintenance Fee that that would be billed as extra per the Time, Equipment & Material rate sheet provided with this RFQ. Extra Ordinary Items not limited to:

- Repairs to Fiber Hubs
- Repairs & Testing of Controllers
- Replacing Pull boxes, lids, Marking & installing delineators in undeveloped areas
- LED replacement in Traffic Signals & Pedestrian Heads
- Frame work replacements, Pedestrian push button repairs or replacements
- Signal head Visors and or Back-plates repairs or replacements
- Back-plate and signal head painting
- Regulatory sign repairs or replacements
- Street name signs & or brackets replacements
- Damaged Pole change-outs repairs or replacements
- Communication/Fiber optic repairs
- Traffic Cabinet Knock Downs repairs or replacements
- Service pedestal Cabinet Knock Downs repairs or replacements
- Power spikes to equipment or conductors
- Acts of Vandalism or Riots
- Equipment replacement or adjustments due to Vehicle collisions.
- Storm damage or natural disasters of any kind, mother nature
- Insect damages or age & deterioration of conductors, equipment
- Conduit damages, replacements and or impacts of any kind
- Any and all underground work that may be found to be needed
- Cabinet Swap outs and or changes
- Foundation replacements/repairs, pole or cabinets
- Pull boxes and or Lid repairs or replacements
- Any Items not listed in the Task 2 Item 1 Preventative Maintenance Repairs INCLUDED List
- Flashing red / Black out calls
- Fiber or SIC issues or failures & Trouble shooting
- Supply or Replacing any Traffic Signal components or apparatuses

SFE will proceed with the smaller basic repair items found during the Maintenance of Traffic signals (upon agreement with the city at the initiation of contract) billing these items at a time, materials and equipment rate, any larger items found needed SFE would provide the City a quote for these repairs.

Any requested calls outs for emergency response for Traffic Signals would be billed at a Time, Equipment and materials rate and is available with our 24/7 On-Call maintenance/response services and responded to within 2 hours of report. We offer our 24/7 Dispatch service for this type of work 1 (844) Light88.

Task 3 Item 1

Our understanding Signal Cabinets - General Repairs (EXTRA ORDINARY) (On-Call)

SFE understands of these types of items to be of a response nature and all varying in degree of labor and or cost. In regards to maintenance we've also listed the general maintenance of many of these items to be included in Task 2 Item 1.

The items that are listed in the Task 2 Item 1 **NOT INCLUDED** List provided above vary so greatly in the Labor & or Cost **we feel there is not a way to determine one flat rate for this item**, we feel it is in the best interest of both parties to replace/repair them as needed at the Labor, Equipment and Materials rates. SFE would perform these items based upon the Time, Equipment and Materials rate sheet provided as Task 3 Item 4. Items may be as quick and simple as 30 mins of labor & Equipment to 6 to 10 hours of labor, materials and equipment. It is for these reasons we would hope the City would understand why we would refer to the Time, equipment & Materials rate sheet for these Items. SFE would be able to respond to on an emergency basis or as requested/Scheduled or provide quotes for these type items as they arise to the City prior to repairs being made for their authorization.

Task 3 Item 1 Preventative Repairs (Extra Ordinary) Flat rate

We suggest all repair/replacing of Items would be billed on a Time, Equipment & Materials Rate sheet **not on a Flat Rate**

We offer our 24/7 Dispatch service for this type of work 1 (844) Light88.

Task 3 Item 2

Our understanding - (2 variants) Standing City-Provided Cabinet on (e) foundation (1) (on-call) – (2) (Scheduled)

(1) On-Call SFE will respond to a report of Traffic Signal Cabinet Knock down or burn up **as an emergency (On-Call)**. SFE would pick up the City-provided traffic Signal cabinet, travel to the location, set up the required MUTCD traffic control e.g. Stop signs & lane control for the location. Tag (e) conductors in the Traffic cabinet, remove the (e) traffic cabinet, clean & prep foundation, install City cabinet re-land conductors and set up all components & program. Re-set intersection and verify operations. Remove traffic control Return removed cabinet to City yard if required. Understanding this may be at any hour day or night, Sunday through Saturday (Holidays included) (24/7/365). Flat rate is when using the (e) Conductors additional conductors and replacement of conductors would be billed as extra. This item is for the change out of a traffic controller cabinet only.

(2) Scheduled SFE during **weekday normal working hours per the City's request**. SFE would pick up the City-provided traffic Signal cabinet, travel to the location, set up the required MUTCD traffic control e.g. Stop signs & lane control for the location. Tag (e) conductors in the Traffic cabinet, remove the (e) traffic cabinet, clean & prep foundation, install City cabinet re-land conductors and set up all components & program. Re-set intersection and verify operations. Remove traffic control Return removed cabinet to City yard if required. Flat rate is when using the (e) Conductors additional conductors and replacement of conductors would be billed as extra. This item is for the change out of a traffic controller cabinet only.

Task 3 Item 2 Not Included in Flat Rate

Only the items listed above are included and additional items would be billed as extraordinary per the attached rate sheet.

- Excludes any kind of temp work
- Excludes new signal wire, Fiber optic cable, Signal interconnect cable, or cable of any kind
- Excludes the removal, replacing or relocating of any traffic signal poles or equipment
- Excludes repairing, replacing and existing pull boxes, conduit or wires
- Excludes repairing, replacing and curb, gutters, ramps, wings, sidewalk, asphalt, hardscape and landscape if necessary.
- Excludes and ADA modifications or upgrades

Task 3 Item 3

Our understanding – (2 variants) Remove and replace existing signal cabinet foundation (1) (On-call) – (2) Scheduled

(1) On-Call (response – On-Call) We would break down the (e) signal cabinet foundation, clean up and set new forms, pour new foundation to include up to 10' of conduit, and anchors. Secure area and haul off debris. We would then follow up after cure time and remove forms. **It is recommended that this type of work be completed as scheduled work (see below) and could be scheduled with 5 to 7 business days upon request.** This item is for the foundation work only. Standing/Replacing the traffic cabinet would be billed as an additional Item Task 3 Item 2.

Task 3 Item 3 (1) Not included

- Excludes any kind of temp work
- Excludes new signal wire, Fiber optic cable, Signal interconnect cable, or cable of any kind
- Excludes the removal, replacing or relocating of any traffic signal poles or equipment
- Excludes repairing, replacing and existing pull boxes, conduit or wires
- Excludes repairing, replacing and curb, gutters, ramps, wings, sidewalk, asphalt, hardscape and landscape if necessary.
- Excludes and ADA modifications or upgrades

(2) Schedule during normal working hours we would break down the (e) signal cabinet foundation, clean up and set new forms, pour new foundation to include up to 10' of conduit, and anchors. Secure area and haul off debris. We would then follow up after cure time and remove forms. This item is for the foundation work only. Standing/Replacing the traffic cabinet would be billed as an additional Item Task 3 Item 2.

Task 3 Item 3 (2) Not included

- Excludes any kind of temp work
- Excludes new signal wire, Fiber optic cable, Signal interconnect cable, or cable of any kind
- Excludes the removal, replacing or relocating of any traffic signal poles or equipment
- Excludes repairing, replacing and existing pull boxes, conduit or wires
- Excludes repairing, replacing and curb, gutters, ramps, wings, sidewalk, asphalt, hardscape and landscape if necessary.
- Excludes and ADA modifications or upgrades

Task 3 Item 4 Signal Cabinets – General Repairs (SEE RATE SHEETS ATTACHED BELOW)

Per Hour Labor, Equipment and Materials of All Extraordinary Work and Emergency Call Out Response. All Call outs services are Billed Portal to Portal.

Project Understanding and Approach

SFE's maintenance team intends to approach this maintenance contract with a desire to provide the best customer service experience for the City of Lancaster and its citizens. SFE has consistently performed to the highest levels of satisfaction on all of our maintenance contracts with other State of California and City entities. SFE understands that, as a maintenance contractor, we represent the City while working on its streets. While most preventative maintenance services will take approximately 30 mins to 1 hour to perform per location, we also understand the City is requesting a service and not an amount of time, so we will make sure that all assigned tasks have been properly completed and that we walk every location with the City's Citizens, Visitors and Safety always in mind. SFE and our technicians provide a quality customer service which also includes notifying the City when we are planning to complete our PM's. This helps to save added cost and money on items the City may not feel are urgent but would like us to look at while we are onsite.

Many of our team members have worked directly for municipalities; therefore, we always strive to provide responsive and innovative services to our clients. In order to provide a routine, comprehensive preventative maintenance program designed to minimize the incidence of outages and malfunction; reduce complaints; and extend the useful life of the traffic signal, streetlights and other appurtenant equipment, we will proactively communicate with City officials to inform of field issues encountered for all the services described in this RFP during the contract period. SFE proposes to make every effort to satisfy the City of Lancaster in responding to the 24/7 unscheduled and emergency work. All Emergency, total blackouts and accident calls will be responded to within two (2) hours or sooner from receiving the call during normal working hours and within two (2) hours during non-working hours from receiving the call, including Saturdays, Sundays, and holidays, under normal circumstances.

Our maintenance division stands out over many due to our experience and providing exceptional customer service year after year. Working with municipalities is our *primary focus*. All SFE Employees have the same goal to "be the best *in this* industry", not to be in every industry. We understand to last the test of time you must be the very best at what you do and prove it every day. Our owners have from day one always been feet on the ground, in the field working and standing hand in hand with all of us.

- SFE has been in the traffic signal and streetlighting industry for over 70 years and has built an outstanding reputation all over California for its work and services provided.

- We have over 250+ employees throughout our offices and in the field, IMSA certified, NEC certified, VMS qualified, USA trained, Traffic Engineers on staff and Construction specialists dedicated to this industry alone. Our motto “**Experience, Quality & Reliability...**” is something we all stand by.
- We strive to understand our customer’s pain points, their needs and goals. We understand there can be many obstacles our customers may have to navigate and we are there to help them in any way possible. Our project managers/field staff make it a point to answer calls and emails responsively, we meet with our customers on a routine basis whether it be onsite or at their facility to have clear concise communications at all times. With this type of effort we can sustain from common issues that arise when there is a lack of communication.
- We offer our customers an emailing option socalmadmin@sfe-inc.com during our business hours so that our Cities’ will receive a rapid response from our office staff. We inform our customers that a tech has been dispatched and also when a service request has been completed in the field by our technicians so that they are not left wondering if a problem has been addressed.
- We have a live person dispatch service when calling our 24/7 Direct Line Teleservice every time you call in, and the service call is immediately dispatched to our on-call technicians. Our techs will follow up with a return phone call notifying the reporting party confirmation of receipt and our estimated time of arrival. All of our technicians have smartphones / tablets and / or laptops and can be reached at any time while performing services within the City.
- We have built outstanding relationships with our suppliers over the past few decades giving us the advantage of outstanding pricing, expedited shipping and also making it so we have access to thousands of components that may not be the standard everyday part, and a tremendous amount of resources that we can rely on.
- SFE continuously works with all of our customers on getting their warranty items repaired or replaced throughout the city even when they were not the original installer. We make every effort to handle and relieve our customers of this burden, while keeping the customer informed and up to date on the status.
- We have In house testing/training Lab in both our Southern California and Northern California facilities.
- Our customers have easy Web-based access so that they can see details of all work orders and request. This system also has the capabilities to hold inventory and pictures if requested by our customers. Field technicians use smart phone and laptops.

Communications between City of Lancaster and SFE

SFE Staff we will proactively communicate with City officials to inform of field issues encountered for all services described in this RFP during the contract period. Correspondence between the City of Lancaster and our local Area Manager, Project Managers, and Project Coordinators can be called in direct line or via individual email or to socalmadmin@sfe-inc.com (this will send an email to all office staff.) Any and all issues with service, performance or quality shall be directed to the assigned project manager for the City of Lancaster. All Call/Service request and Dispatch request will go through our 24/7 dispatch center. The helps to insure they are responded to in a timely manner. Our Dispatch Center also knows what techs are in what area in order to have the quickest response possible. SFE DISPATCH 1-(844)-LIGHT88

- Staff will proactively communicate with city personnel to inform of field issues encountered for all services described in this RFP during the contract period.
- SFE highly encourages all field technicians become acquainted with city personnel so that they are recognized while working throughout the City. Our technicians will contact designated city contact(s) when they plan on being in the city, when they are responding to calls and to update status of the calls in the city or prior to leaving the city to ensure all tasks have been

communicated.

- Correspondence between the City of Lancaster and our local Area Manager, Project Managers, and Project Coordinators can be called in direct line or via individual email or to socialadmin@sfe-inc.com (this will send an email to all office staff.) Any and all issues with service, performance or quality shall be directed to the assigned project manager for the City of Lancaster.
- Dispatch requests (emergency or non-emergency) are encouraged to be called into our 24/7/365 dispatch call center at **1-844-LIGHT88** this helps ensure accurate complete information is received and dispatched appropriately.

Meetings

As requested by the City, SFE's Project Manager and Maintenance Supervisor will be available to meet with the Public Works Department on a monthly basis at no additional cost to the City. The purpose of the meeting will be to review maintenance activities, invoices, upcoming projects, and to ensure schedules are being met and to discuss if improvements or corrections are necessary. SFE's technician will also be available as needed to respond to any technical questions.

Methodology

The Pursuit of Excellence has always been an SFE standard, as an efficient industry leader, while promoting safe, fair, honest, wholesome and nurturing environment. SFE has been delivering results since we opened in 1946. With over 70 years of experience, our reputation as an outstanding electrical contractor has been enhanced by successfully executing our core values of completing projects within the customer's timeline and budget. In order to achieve our goals, we only hire individuals who have integrity, loyalty, and trustworthiness, virtues held by every employee. We are always looking to hire talented people who hold the same values as our team.

SFE agrees to provide and maintain emergency service response of the City's traffic signals and streetlights on a twenty-four (24) hour a day, seven (7) days per week basis, including all holidays. SFE's 24/7/365 traffic signal and streetlighting telephone service: **1-(844)-LIGHT88**.

A monthly computerized activity report will be provided to the City of Lancaster to support every invoice. The report will include maintenance logs indicating dates, times, sites, work performed, accident related, vandalism, specially authorized work, and technician's name as well as other required items listed in this RFP. The log shall be provided in Excel file or format agreed by the City. SFE offers to meet with City staff, when deemed necessary to review on-call maintenance activities, operational and repair activities, pending work, estimates, work quality, and any items related to SFE's work under this contract.

SFE will maintain a maintenance log to be kept in each controller cabinet using a form supplied by the City. SFE will fill out the maintenance log whenever the controller cabinet is opened.

SFE retains and will have readily available, in functioning order, all required tools, equipment, apparatus, facilities, and materials needed to perform all work necessary to maintain and repair the traffic signals, streetlights, and other City equipment in compliance with current Caltrans and City of Lancaster's standards and specifications.

SFE owns and operates approximately 100 service vehicles of various types and sizes throughout California many of these locally. To help ensure safety, our maintenance crews use hydraulic "bucket" trucks with aerial lifts which are Occupational Safety and Health Administration (OSHA) approved, inspected and certified as required by law. Our bucket trucks are typically equipped with the most

common traffic signal gear, poles, and street light replacement parts to service most emergency responses such as knock downs. In addition, SFE's vehicles are equipped with a permanently mounted arrow board/stick, warning beacon/strobe lights, traffic cones & construction warning signs. Our "bucket truck" hydraulic lift is capable of reaching a height of at least forty (40) feet from the roadway surfaces. Our technicians are equipped with necessary laptops for the programming/testing of traffic signal controllers, CMU/MMU, Camera monitoring (CCTV, Video, etc), and various equipment. In addition, all SFE employees will be equipped with a smartphone/mobile tablet with 4G LTE access capable of email, text, photo, and internet. SFE is committed to maintain a local inventory of all signal equipment used by the City of Lancaster. This commitment will ensure the City avoiding long wait time on some equipment such as traffic signal poles.

At SFE, we understand the importance for the City of Lancaster to provide quality service to its residents; therefore, we are here to do just that. Our focus is to provide the City with the highest quality, cost effective, trouble free, most responsive and innovative maintenance.

EXHIBIT "B"

TERM, PAYMENT AND TIME FOR COMMENCEMENT AND COMPLETION CLAUSE

Term. This Agreement shall become effective and shall be full force and effect upon the execution of the Agreement by the City and the CONTRACTOR. This Agreement shall continue in full force and effect for a period of one year (1) from the effective date of the Agreement (the "Term"), unless the Agreement is sooner terminated in accordance with the Terms and Conditions in the Agreement; provided, however, that the City and the CONTRACTOR may mutually agree in writing to extend the Term of this Agreement for two (2) additional one (1) year periods.

Payment. The City of Lancaster shall reimburse the CONTRACTOR for actual costs, including labor costs and employee benefits incurred by the CONTRACTOR in performance of the work, in an estimated amount of \$1,045,858.00. Actual costs shall not exceed wage rates and other costs as set forth in this Agreement. Source documentation supporting billed costs must be submitted with invoice. The CONTRACTOR shall provide a cost breakdown with hourly rates for each office and field function in the event that additional work is required. Any additional work will require a separate Authorization for Contractor Services.

(Name, Title)

Company

Cost Proposal

RFQ # 686-18 – Traffic Signal & Street Lighting Services – Exhibit B		
PROPOSAL RATE SHEET		
<u>Description of Services</u>	<u>Base Unit</u>	<u>Cost</u>
Task 1 – Streetlights – General Repairs		
Item 1 - Preventative repair handhole cover to the fixture, including wiring, fuses, fixture, photocell	Per Pole	\$2.20*
Item 2 – Standing City-provided poles on existing foundation (On-Call) (Overtime Hours)	Per 4 Poles	\$9,380.00
Item 2 (Variant) – Standing City-provided poles on existing foundation (Scheduled Regular Hours)	Per 4 Poles	\$6,355.00
Item 3 – Remove and replace existing streetlight pole foundation (Single Arm – Concrete Standard) (On-Call) (Overtime Hours)	Per Foundation	\$15,790.00
Item 3 (Variant) - Remove and replace existing streetlight pole foundation (Single Arm – Concrete Standard) (Scheduled Regular Hours)	Per Foundation	\$10,750.00
Task 2 -- Signals – General Repairs		
Item 1 - Preventative Maintenance (Per SFE's Scope Attached)	Per Intersection	\$84.00
Task 3 -- Signal Cabinets – General Repairs		
Item 1 – Traffic Signal Response and Repairs	Hourly	LME – See Rate Sheet
Item 2 - Standing City-provided cabinet on existing foundation (On-Call) (Overtime Hours)	Per Cabinet	\$5,200.00
Item 2 (Variant) - Standing City-provided cabinet on existing foundation (On-Call) (Scheduled Regular Hours)	Per Cabinet	\$2,650.00
Item 3 - Remove and Replace existing signal cabinet foundation (On-Call) (Overtime Hours)	Per Foundation	\$25,900.00
Item 3 (Variant) - Remove and Replace existing signal cabinet foundation (Scheduled Regular Hours)	Per Foundation	\$17,500.00
Item 4 - Time and Equipment rates to respond (afterhours on-call, call out response) to emergencies	Per Hour	LME – See Rate Sheet

* **Task 1 Item 1** - Flat rate fee is per pole, per month and based on the estimated quantity of 18,000 City-owned streetlights and not based on quantity of poles serviced during that month. Actual quantity of City-owned streetlights would be adjusted at time of contract commencement.

LME - Rate Sheet

Labor Rates

Item #	Item Description	Unit	Straight Time	Overtime	Premium Time / Holiday
1	Superintendent/Foreman	HR	\$118.00	\$170.00	\$230.00
2	Laboratory Technician	HR	\$98.00	\$130.00	\$130.00
3	Signal Maintenance Technician – Lead	HR	\$98.00	\$130.00	\$163.00
4	Maintenance Technician	HR	\$98.00	\$130.00	\$163.00
5	Service Laborer	HR	\$75.00	\$112.50	\$150.00
6	Safety Light Technician	HR	\$98.00	\$130.00	\$163.00
7	Crane/Backhoe Operator	HR	\$118.00	\$170.00	\$230.00

Equipment Rates

Item #	Item Description	Unit	Cost
1	Pick-up Truck	HR	\$25.00
2	Service Utility Truck	HR	\$39.39
3	Bucket Truck	HR	\$36.00
4	Crane Truck	HR	\$70.00
5	Trencher	HR	\$30.00
6	Dump Truck	HR	\$65.00
7	Jack Hammer/Compressor	HR	\$25.00
8	Bobcat w/Trailer	HR	\$44.00
9	Backhoe	HR	\$46.00
10	Backhoe w/Auger	HR	\$64.00
11	Arrow Board	HR	\$24.00

ADDITIONAL ITEMS RATES

Totals		
Alternate for TS Foundations		
Items Associated With Task #2 Totals		
Type	Item Cost to Remove & Replace Traffic Pole Foundations*	Cost Per
PPBP		\$6,200.00*
1A		\$8,685.00*
15TS		\$10,000.00*
21TS		\$10,100.00*
16-1 to 18-1		\$11,600.00*
19-1 to 19A-1		\$11,650.00*
16-2 to 19-2		\$17,200.00*
19A-2		
16-3 to 24A-3		\$17,400.00*
18-4 to 24A-4		
26-3 to 27-3		\$17,700.00*
26-4 to 27-4		
28-5 to 29A-5		\$19,100.00*
60-5		
Concrete	Replace concrete flat work RT per SQ FT	\$110.00
Concrete	Replace concrete flat work OT per SQ FT	\$161.00
<p>*Bid excludes the cost for anchor bolts and cages. The price of steel has been unstable and suppliers will not guarantee quotes for longer than a few days. When the time comes we will present the quotes and the City will compensate cost plus 15% markup in addition to the cost above.</p> <p>*Includes concrete cap once the signal pole has been installed, conduit up to 10', haul off and disposal of removed foundations.</p> <p>*These prices are for scheduled daytime work only. No on-call, weekends or holidays.</p> <p>*Price does not include the price/supplying of the new pole or erecting.</p> <p>*Pricing does not include the responding to poledown/or leaning service call out.</p> <p>*Excludes any temp work, wire, pull boxes or additional conduit to pull boxes.</p> <p>*Excludes any ADA work or upgrades, ramps or wings, curbs or gutters, flat work.</p>		

ALL MATERIALS SUPPLIED TO THE CITY OF LANCASTER WOULD BE BILLED AT COST PLUS 15%

Below are individual Line Item Prices for common issues/replacements if found during the Routine Preventative Maintenance Services. SFE feels this is cost saving to the City to ensure only the items of work completed are billed for. Please do not hesitate to contact me with questions or concerns; we greatly appreciate the opportunity to possibly work with your City.

Various Line Items of Repair when found during PM's		Line Item fee
Materials to be Supplied by City	Cost	Unit
Remove & Replace Vehicle LED	\$ 95.00	ea.
Remove & Replace Pedestrian LED	\$ 65.00	ea.
Remove & Replace Pedestrian Push Button	\$ 45.00	ea.
Re-Align Traffic Signal Head, Pedestrian Head and or framework	\$ 95.00	ea.
Re-secure Back Plate	\$ 65.00	ea.
Re-secure to SNS	\$ 95.00	ea.
Clean Video Camera Lens or make re-alignments	\$ 95.00	ea.
Clean Pull Box, Seal & Treat	\$ 40.00	ea.
Rates Above apply During Preventative Maintenance Services		
Quarterly Night Survey Traffic Signal Safety Lights 140 Intersections	\$ 1,500.00	ea. Qtr
TS Preventative Maintenance Rate to Include night survey	\$ 88.00	per month
Bulk LED Installation (R,Y,G,RA,YA,GA atleast 3 per head) Qty 750+ (City provided Materials)	\$ 32.00	ea.

Request for Qualifications (RFQ #686-18) to

CITY OF LANCASTER

For Traffic Signal & Street Lighting Services



Proposal to the City of Lancaster

Presented by: St Francis Electric

1420 Citrus St. Riverside, CA 92507

"Experience, Quality & Reliability..."

Due by: July 3, 2018 @ 2:00 p.m.

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Cover Letter

July 3, 2018

Mr. Dan Berkovitz
Purchasing Agent
City of Lancaster
44933 Fern Avenue
Lancaster, CA 93534



RE: Traffic Signal & Street Lighting Services (RFQ #686-18)

Dear Mr. Berkovitz,

St. Francis Electric, LLC (herein after referred to as SFE) is pleased to respond to the Request for Qualifications for Traffic Signal and Street Lighting Services to the City of Lancaster. SFE is committed to providing services outlined in the RFP in providing traffic signal and street lighting routine maintenance and extraordinary maintenance. Our service shall significantly reduce the frequency of malfunction/operational complaints, and extend the useful life of the City's traffic signals, street lights and other appurtenances for the City of Lancaster. SFE will maintain a 24-hour per day emergency response service to respond to emergency call-outs within two (2) hours of notification.

SFE is a California licensed and bonded Class "A-General Engineering" and "C-10 Electrical" contractor (CA license #1003811). SFE has a long history (Since 1946) of servicing California's transportation and electrical needs proving to be a beneficial resource when dealing with everyday maintenance and operations. Having a core business of traffic signal and street lighting installation and maintenance, SFE has established itself as one of the top electrical service providers in California with satellite office locations in Riverside, Sacramento, Napa, San Francisco, and San Jose. SFE currently has similar Traffic Signal and Street Lighting Maintenance contracts in the Cities of Rosemead, South El Monte, Yorba Linda, Rialto, Beaumont, Grand Terrace, Ontario, Palm Desert, Palm Springs and County of San Bernardino to name a few in this region.

Our company currently has over 250 employees including a solid team of skilled IMSA certified traffic signal technicians, electricians, CA licensed traffic and civil engineers, project managers, and project coordinators. SFE sets high standards in customer service with regards to time and budget. We constantly monitor our staff's service quality to satisfy our clients and ultimately lead to better and safer living for the citizens.

We thank you for giving SFE the opportunity to present this proposal and look forward to establishing a working partnership with the City of Lancaster. Jill Petrie is the Project Manager / Area Manager designated for the City of Lancaster (email – jpetrie@sfe-inc.com; phone 951-304-4903). This contract would be managed by the local office located at 1420 Citrus St, Riverside, CA 92507; phone (951) 304-4902.

Sincerely,

A handwritten signature in black ink, appearing to read 'Guy A'.

Guy Smith - Vice President (Authorized individual to contractually bind St. Francis Electric, LLC.)
975 Garden Street, San Leandro, CA 94577
(510) 639-0639 Ext. 211 Office / (510) 639-4653 Fax
guy@sfe-inc.com / www.stfranciselectric.com

Firm / Team Overview

SFE's Maintenance Division Management Team has extensive experience for more than 50 years in serving the governmental needs as well as in charge of municipalities' maintenance programs as government employees. Jill Petrie will be the Project Manager and Guy Smith will be the Management contact that is authorized to sign an agreement for St. Francis Electric.



SFE's solid team of over 250+ employees strongly consists of IMSA certified traffic signal technicians, State Licensed Electricians, Master Electricians, CA licensed engineers, trained project managers, and project coordinators.

Our Southern California Staff has worked with many Cities throughout California. SFE, while considering the opening of our Southern California office, had wanted to do this with the best possible customer service and experienced staff in mind. Through many many recommendations we found our now Southern California Area Manager Jill Petrie. Several of her then customers and staff have also chosen to follow her to SFE due to her continued hard work, customer service, dedication, and knowledge of these specific types of traffic signal maintenance and response contracts.

Throughout the years she and her staff have provided Maintenance & Response services for 100+ Cities throughout California to include Riverside, San Bernardino, Los Angeles, Orange, San Diego and Ventura Counties. She and her team take pride in not having lost a single contract due to any service related issues which speaks volumes for their service commitment. She has helped in the development of these Cities' specified traffic signal equipment, complete equipment inventories, street rename sign change out projects, LED retrofits, rehab modifications and ADA & infrastructure upgrade projects. She has assisted many Cities to develop their maintenance scope of work when it was needed in order to help with the longevity of equipment and safety of their citizens. Our Staff has been well embedded and invested in this area, its customers and this exact scope of work for decades. This office staff has focused on ways to relieve our **Customer's pain points**: Clear communications with City staff both internal and external in the field, meeting with Citizens on City's request to address their concerns, monitoring their existing maintenance/response budgets, helping with planning accordingly each fiscal year to assure that our Cities assets are not only serviced and protected but getting the attention they need including State Standard (MUTCD) upgrades. It is without doubt we feel this *is* the right team for the City of Lancaster; we'll take pride in servicing and working alongside with the City and its staff. We believe customer service is in fact return service, and our service is peace of mind.

Primary Personnel/Key Team Members

Jill Petrie - SoCal Area Manager/Project Manager (Primary Personnel)	Jesus Sanchez - Foreman/Electrician/Lab Tech (Key Team Member)
Andy Briones - Project Administrative Support (Primary Personnel)	Alex Lara - Traffic Signal Technician/Electrician (Key Team Member)
Guy Smith - Maintenance Division Manager/VP/CEO (Management Contact)	Mauricio Saavedra - Traffic Signal & Streetlight Technician/Electrician (Key Team Member)
Allen Chen - Consultant Transportation Engineer (Support)	Stephen Petrie - Traffic Signal & Streetlight Technician/Electrician (Key Team Member)
Vance A Gonzales - Consultant Project Manager and Signal Technician (Support)	Jose Sanchez - Traffic Signal & Streetlight Technician/Electrician (Key Team Member)
Dinh Vu - Traffic Signal Technician/Electrician/Lab	Lance Alm - Traffic Signal & Streetlight Technician/Electrician (Key Team Member)

References

St. Francis Electric has established a reputation of quality service with our Southern California team. The field and office staff has provided maintenance/response services to public agencies for over two decades and continue to build strong relationships with new clients. We understand the value of our clients as well as their demands all while keeping the citizens' safety in mind.

Agency: City of Palm Springs Address: 3200 E. Tahquitz Canyon Way Palm Springs, CA 92262 Telephone: (760) 323-8339 Email: thomas.garcia@palmspringsca.gov Contact: Tom Garcia Service: Traffic Signal and Safety Light Maintenance Key Members: Lance Alm, Mauricio Saavedra and Stephen Petrie Coordinators: Jill Petrie and Andy Briones	Projects: (1) Street Lighting Repairs on Indian Canyon Key Members: Stephen Petrie (2) Repair Safety Lights Citywide Key Members: Stephen Petrie (3) Install (7) In-Roadway Lighted Crosswalks Key Members: Stephen Petrie and Lance Alm
Agency: City of Rialto Address: 335 W. Rialto Ave, Rialto, CA 92376 Telephone: (909) 820-2525 x 2082 Email: ajabsheh@rialtoqa.gov Contact: Azzam Jabsheh Service: Traffic Signal and Safety Light Maintenance Key Members: Lance Alm, Mauricio Saavedra and Jose Sanchez Coordinators: Jill Petrie and Andy Briones	Projects: (1) Replace damaged main pole on Riverside @ Easton Key Members: Lance Alm & Alex Lara (2) Install Clamshell Ped Heads and PPB Assemblies Key Members: Mauricio Saavedra (3) Swap Controller Cabinet due to Edison Spike Key Members: Lance Alm and Alex Lara
Agency: City of Ontario Address: 208 West Emporia St, Ontario, CA 91762 Telephone: (909) 395-2623 Email: jherrera@ontarioca.gov Contact: John Herrera Service: Streetlight Pole Replacement Key Members: Jose Sanchez and Sierra Pacific Coordinators: Jill Petrie and Andy Briones	Projects: (1) Install Street Light Poles and Concrete Caps Key Members: Jose Sanchez and Sierra Pacific (2) Remove and Replace Street Light Foundations Key Members: Jose Sanchez and Sierra Pacific (3) Various Projects per City's Request Key Members: Jose Sanchez

Additional references available upon request

Client Testimonials

"SFE always goes above and beyond whenever we need anything..." – Jeff Beardshear, City of Temecula

"I would like to extend my appreciation to your team in maintaining the remaining budget..." – Azzam Jabsheh, City of Rialto

Project Management, Staff Availability and Detailed Project Work Plan

SFE's work plan is to provide a local maintenance team for this contract with a desire to provide the best customer service experience for the City of Lancaster and its citizens. Our comprehensive preventative maintenance program is designed to help minimize the incidences of outages and malfunctions: reduce complaints and extend the useful life of the traffic signals, streetlights, and appurtenances.

Task 1 Item 1

Our understanding Streetlights – General Repairs

Task 1 Item 1 (Preventative Repairs) Included in Flat rate - SFE We will provide a Street Lighting crew of 2 to 3 Technicians in the City Monday - Thursday during the hours of 7:00 am & 3:00 pm to make maintenance repairs. If it is found that additional staffing is required we will make the adjustments as required. Will divide the City Street lights into quadrants (A, B, C, & D see below) we will conduct a night survey each month on a different quadrant, each quadrant having a quarterly inspection (4 x annually). SFE will send this report to the City for its records. We will then begin the necessary repairs to these street lights found inoperable.

INCLUDED Repairs in Flat rate Labor & Vehicle, we will test and repair fixtures that are found to be repairable, Replace fixtures that are found to need replacing, Check photo cells & receptacles, replace if needed, Check fuses, fuse holders and connections at the handhole cover, hand hole covers replace as needed. Check and replace if needed wiring from the handhole cover to the fixture, Adjust leveling and tightness of fixtures, and if found needed replace luminaire arms. We will also report any found vandalism, damages done by vehicles or other and or stolen conductors. **It is our understanding that all of the needed/required materials will be supplied by the City.** If it is found that there are additional materials required to be supplied by SFE the City would be billed additional at Cost plus 15% for these materials. We will responded to reported outages within 5 – 7 business days from time of report and begin the necessary repairs. We will report the repairs and or progress of work being completed in the City's COMCATE system.

Task 1 Item 1 NOT INCLUDED in Flat Rate any repairs or replacements to underground wires, conduit obstructions, dis-lodges or replacements of conduit itself, burnt or electrical back feeds, pull boxes and or lids replacements, or the replacement or re-pulling of stolen conductors. SFE will provide these services if requested and bill them per the extra ordinary call out rates, or provide a quote as requested for specific items when needed. Any Items not listed in the above "Task 1 Item 1 Included in" would be billed as additional per the Extraordinary T, L & E rates Attached to this RFQ.

Any requested calls outs for emergency response for (downed/leaning poles) would be billed at a Time, Equipment and materials rate and is available with our 24/7 On-Call maintenance/response services and responded to within 2 hours of report. We offer our 24/7 Dispatch service for this type of work 1 (844) Light88. At that time we would pick up, secure area, wires and haul off the damaged poles and debris.



Task 1 Item 2

Our understanding Streetlights – General Repairs

Task 1 Item 2 (Stand City-Provided pole on (e) foundations - Included in Flat rate

Per the City's request and list of locations given SFE will pick up City supplied poles, LEDs & Equipment from the Maintenance yard. Break out the (e) concrete cap, stand and wire the new street light pole, install the single/Double arms, wire in the new street light fixture and install a photocell. Install new fuse holders and fuses where required and pour back cap. Test operations to ensure proper operations, identify any defective fixtures and return to City. We will make sure all work areas are free and clean of any debris. Flat Rate is for Standing City supplied poles only.

This type of work would be scheduled and completed during normal week day business hours, and can be scheduled within 3 to 5 business days upon request.

Task 1 Item 2 NOT INCLUDED in Flat Rate

- Outside of normal hours call outs
- Excludes any type of temporary work
- Excludes Repairing or Replacing Existing or new pull boxes, lids, conduit and or wire to these boxes.
- Excludes any of the (knockdown) On-Call call out items such as picking up the (downed/leaning) pole, disposal of the original (downed/leaning) pole, and or Securing the area of the (downed/Leaning) pole.
- Excludes replacing curb, gutter, ramps, wings, sidewalk, asphalt, hardscape, and or landscape if necessary.
- Excludes any ADA modifications or upgrades.

SFE would be able to provide quotes for these type items as they arise to the City prior to repairs being made for their authorization. **Any requested calls outs for emergency response for (downed/leaning poles) would be billed at a Time, Equipment and materials rate and is available with our 24/7 On-Call maintenance/response services and responded to within 2 hours of report. We offer our 24/7 Dispatch service for this type of work 1 (844) Light88. At that time we would pick up, secure area, wires and haul off the damaged poles and debris.**

Task 1 Item 3

Our understanding Streetlights – General Repairs

Task 1 Item 3 (Remove & Replace (e) streetlight pole foundations / Single arm) Included in Flat rate*

SFE will break out and remove the (e) cap. Dig, intercept (e) conduit, remove the (e) damaged foundation; Set cage, forms anchors, and supply reconnect conduit (up to 10') and Pour new foundation. Safe off area, clean up, haul of all debris and remove forms as needed. Flat Rate Item is for Foundation work only.

***Cage & Anchors would be billed as additional cost plus 15% due to the new Tariffs on Steel and the cost fluctuation; current supplier quotes are only good for 3 to 5 days.**

Task 1 Item 3 DOES NOT INCLUDED in Flat Rate

- *Excludes Cost for Cage & Anchors this item would be billed at cost plus 15%
- Excludes any kind of temp work
- Excludes repairing, replacing and existing pull boxes, conduit or wires
- Excludes repairing, replacing and curb, gutters, ramps, wings, sidewalk, asphalt, hardscape and landscape if necessary.
- Excludes and ADA modifications or upgrades

Task 2 Item 1

Our understanding Signals General Repairs - Maintenance

SFE's maintenance team intends to approach this maintenance contract with a desire to provide the best customer service experience for the City of Lancaster and its citizens. SFE has consistently performed to the highest levels of satisfaction on all of our maintenance contracts with other State of California and City entities. SFE understands that, as a maintenance contractor, we represent the City while working on its streets. Most preventative maintenance services will take approximately 45 mins to 1 hour to perform per location. SFE will provide 1 to 2 Traffic Signal Technicians to the City each month weekdays between the hours of 7:00 am & 3:00 pm to complete the maintenance task.

SFE shall provide a monthly routine, comprehensive preventive maintenance program designed to minimize the incidence of outages and malfunction; reduce complaints; and extend the useful life of the traffic signal equipment. SFE will furnish and use a preventive maintenance checklist form approved by the City. SFE will maintain a copy of the checklist in the traffic signal controller cabinet, and maintain a copy of the maintenance checklist at SFE's office of records.

We will make sure that all maintenance tasks have been properly completed each month and that we walk every location with the City's Citizens, Visitors and Safety always in mind. SFE and our technicians provide a quality customer service which also includes notifying the City when we are planning to complete our PM's. This helps to save added cost and money on items the City may not feel are urgent but would like us to look at while we are onsite. *SFE would complete approximately 40 to 50 Intersections per week based on this scope of work.*

Task 2 Item 1 Preventative Maintenance (Monthly) Repairs Included in Flat rate

- Examine the functioning of the controller in relation to the traffic. Check Timing per the engineered timing plan.
- Observe and check for proper operation of the detector loops and amplifiers. Adjust or re-tune detector amplifiers and correct substandard splices as necessary. For intersections with video detection, verify camera operation by monitoring the vehicle call on the video controller unit. Also, verify the calls going to the detector call page in the controller.
- Inspect all relays, switches, and terminals, etc. and replace or make adjustments as necessary.
- Check and adjust fan operation. Check the filter for tight fit and tape if required.
- Check and lubricate locks and hinges.
- Clean and vacuum the cabinet as necessary. Examine cabinet interior for water, excessive dampness and plant or animal intrusion.
- Inspect battery backup system (if the signal is equipped with such unit) to ensure unit is fully charged. Check all battery connections to ensure they are secure.
- Check pedestrian push buttons for proper operation, visually observe that the indications are illuminating and sufficient time to cross the intersection is present.
- Remove minor graffiti, yard sale signs and any other non MUTCD items from the intersection.
- Visually inspect that all vehicle indications are illuminating and that no obstructions are present.
- Visually review that the correct orientation of signal heads corresponds with the travel lanes or direction for which it's intended.
- Visually inspect for loose or damaged signal heads, back plates, street name sign hardware or worn brackets.
- Visually inspect that video camera mast arm mount poles are not leaning and are aligned properly to the travel lanes or direction for which it's intended.
- Visually inspect each signal pole shaft, mast arm, signal framework, EVP sensors. (Correct orientation, hand-hole covers, pole tops, mast arm end covers, tenon covers, through bolts, terminal block covers, framework hardware, anchor bolt hardware, rust, cracks, and dents).
- Check for loose anchor bolts; shake smaller poles to ensure TV1T & TV2T framework is tight.
- Check condition of pull boxes and lids.
- Check condition of asphalt, condition of embedded loops, stub outs. Verify that lane striping has not changed to prevent the loops from being centered in the lane of travel.
- Check for worn striping and crosswalks and report.
- Check all regulatory signage for fading, worn out mounting hardware. Check all street name signs for fading, worn out mounting hardware.
- Inspect, Clean and check connections of Fiber Hubs
- Inspect and Clean Service pedestal.
- Annually Test conflict Monitor units and report

ALL REPAIRS MADE TO ANY OF THE ABOVE ITEMS WOULD BE BILLED AS EXTRA ORDINARY AT THE TIME, EQUIPMENT & MATERIALS RATE PER ATTACHED.

Task 2 Item 1 Preventative Maintenance Repairs NOT INCLUDED in Flat rate

Extra ordinary work not included in the flat rate Preventative Maintenance Fee that that would be billed as extra per the Time, Equipment & Material rate sheet provided with this RFQ. Extra Ordinary Items not limited to:

- Repairs to Fiber Hubs
- Repairs & Testing of Controllers
- Replacing Pull boxes, lids, Marking & installing delineators in undeveloped areas
- LED replacement in Traffic Signals & Pedestrian Heads
- Frame work replacements, Pedestrian push button repairs or replacements
- Signal head Visors and or Back-plates repairs or replacements
- Back-plate and signal head painting
- Regulatory sign repairs or replacements
- Street name signs & or brackets replacements
- Damaged Pole change-outs repairs or replacements
- Communication/Fiber optic repairs
- Traffic Cabinet Knock Downs repairs or replacements
- Service pedestal Cabinet Knock Downs repairs or replacements
- Power spikes to equipment or conductors
- Acts of Vandalism or Riots
- Equipment replacement or adjustments due to Vehicle collisions.
- Storm damage or natural disasters of any kind, mother nature
- Insect damages or age & deterioration of conductors, equipment
- Conduit damages, replacements and or impacts of any kind
- Any and all underground work that may be found to be needed
- Cabinet Swap outs and or changes
- Foundation replacements/repairs, pole or cabinets
- Pull boxes and or Lid repairs or replacements
- Any Items not listed in the Task 2 Item 1 Preventative Maintenance Repairs INCLUDED List
- Flashing red / Black out calls
- Fiber or SIC issues or failures & Trouble shooting
- Supply or Replacing any Traffic Signal components or apparatuses

SFE will proceed with the smaller basic repair items found during the Maintenance of Traffic signals (upon agreement with the city at the initiation of contract) billing these items at a time, materials and equipment rate, any larger items found needed SFE would provide the City a quote for these repairs.

Any requested calls outs for emergency response for Traffic Signals would be billed at a Time, Equipment and materials rate and is available with our 24/7 On-Call maintenance/response services and responded to within 2 hours of report. We offer our 24/7 Dispatch service for this type of work 1 (844) Light88.

Task 3 Item 1

Our understanding Signal Cabinets - General Repairs (EXTRA ORDINARY) (On-Call)

SFE understands of these types of items to be of a response nature and all varying in degree of labor and or cost. In regards to maintenance we've also listed the general maintenance of many of these items to be included in Task 2 Item 1.

The items that are listed in the Task 2 Item 1 **NOT INCLUDED** List provided above vary so greatly in the Labor & or Cost **we feel there is not a way to determine one flat rate for this item**, we feel it is in the best interest of both parties to replace/repair them as needed at the Labor, Equipment and Materials rates. SFE would perform these items based upon the Time, Equipment and Materials rate sheet provided as Task 3 Item 4. Items may be as quick and simple as 30 mins of labor & Equipment to 6 to 10 hours of labor, materials and equipment. It is for these reasons we would hope the City would understand why we would refer to the Time, equipment & Materials rate sheet for these Items. SFE would be able to respond to on an emergency basis or as requested/Scheduled or provide quotes for these type items as they arise to the City prior to repairs being made for their authorization.

Task 3 Item 1 Preventative Repairs (Extra Ordinary) Flat rate

We suggest all repair/replacing of Items would be billed on a Time, Equipment & Materials Rate sheet **not on a Flat Rate**

We offer our 24/7 Dispatch service for this type of work 1 (844) Light88.

Task 3 Item 2

Our understanding - (2 variants) Standing City-Provided Cabinet on (e) foundation (1) (on-call) – (2) Scheduled

(1) On-Call SFE will respond to a report of Traffic Signal Cabinet Knock down or burn up **as an emergency (On-Call)**. SFE would pick up the City-provided traffic Signal cabinet, travel to the location, set up the required MUTCD traffic control e.g. Stop signs & lane control for the location. Tag (e) conductors in the Traffic cabinet, remove the (e) traffic cabinet, clean & prep foundation, install City cabinet re-land conductors and set up all components & program. Re-set intersection and verify operations. Remove traffic control Return removed cabinet to City yard if required. Understanding this may be at any hour day or night, Sunday through Saturday (Holidays included) (24/7/365). Flat rate is when using the (e) Conductors additional conductors and replacement of conductors would be billed as extra. This item is for the change out of a traffic controller cabinet only.

(2) Scheduled SFE during **weekday normal working hours per the City's request**. SFE would pick up the City-provided traffic Signal cabinet, travel to the location, set up the required MUTCD traffic control e.g. Stop signs & lane control for the location. Tag (e) conductors in the Traffic cabinet, remove the (e) traffic cabinet, clean & prep foundation, install City cabinet re-land conductors and set up all components & program. Re-set intersection and verify operations. Remove traffic control Return removed cabinet to City yard if required. Flat rate is when using the (e) Conductors additional conductors and replacement of conductors would be billed as extra. This item is for the change out of a traffic controller cabinet only.

Task 3 Item 2 Not Included in Flat Rate

Only the items listed above are included and additional items would be billed as extraordinary per the attached rate sheet.

- Excludes any kind of temp work
- Excludes new signal wire, Fiber optic cable, Signal interconnect cable, or cable of any kind
- Excludes the removal, replacing or relocating of any traffic signal poles or equipment
- Excludes repairing, replacing and existing pull boxes, conduit or wires
- Excludes repairing, replacing and curb, gutters, ramps, wings, sidewalk, asphalt, hardscape and landscape if necessary.
- Excludes and ADA modifications or upgrades

Task 3 Item 3

Our understanding – (2 variants) Remove and replace existing signal cabinet foundation (1) (On-call) – (2) Scheduled

(1) On-Call (response – On-Call) We would break down the (e) signal cabinet foundation, clean up and set new forms, pour new foundation to include up to 10' of conduit, and anchors. Secure area and haul off debris. We would then follow up after cure time and remove forms. **It is recommended that this type of work be completed as scheduled work (see below) and could be scheduled with 5 to 7 business days upon request.** This item is for the foundation work only. Standing/Replacing the traffic cabinet would be billed as an additional Item Task 3 Item 2.

Task 3 Item 3 (1) Not included

- Excludes any kind of temp work
- Excludes new signal wire, Fiber optic cable, Signal interconnect cable, or cable of any kind
- Excludes the removal, replacing or relocating of any traffic signal poles or equipment
- Excludes repairing, replacing and existing pull boxes, conduit or wires
- Excludes repairing, replacing and curb, gutters, ramps, wings, sidewalk, asphalt, hardscape and landscape if necessary.
- Excludes and ADA modifications or upgrades

(2) Schedule during normal working hours we would break down the (e) signal cabinet foundation, clean up and set new forms, pour new foundation to include up to 10' of conduit, and anchors. Secure area and haul off debris. We would then follow up after cure time and remove forms. This item is for the foundation work only. Standing/Replacing the traffic cabinet would be billed as an additional Item Task 3 Item 2.

Task 3 Item 3 (2) Not included

- Excludes any kind of temp work
- Excludes new signal wire, Fiber optic cable, Signal interconnect cable, or cable of any kind
- Excludes the removal, replacing or relocating of any traffic signal poles or equipment
- Excludes repairing, replacing and existing pull boxes, conduit or wires
- Excludes repairing, replacing and curb, gutters, ramps, wings, sidewalk, asphalt, hardscape and landscape if necessary.
- Excludes and ADA modifications or upgrades

Task 3 Item 4 Signal Cabinets – General Repairs (SEE RATE SHEETS ATTACHED BELOW)

Per Hour Labor, Equipment and Materials of All Extraordinary Work and Emergency Call Out Response. All Call outs services are Billed Portal to Portal.

Project Understanding and Approach

SFE's maintenance team intends to approach this maintenance contract with a desire to provide the best customer service experience for the City of Lancaster and its citizens. SFE has consistently performed to the highest levels of satisfaction on all of our maintenance contracts with other State of California and City entities. SFE understands that, as a maintenance contractor, we represent the City while working on its streets. While most preventative maintenance services will take approximately 30 mins to 1 hour to perform per location, we also understand the City is requesting a service and not an amount of time, so we will make sure that all assigned tasks have been properly completed and that we walk every location with the City's Citizens, Visitors and Safety always in mind. SFE and our technicians provide a quality customer service which also includes notifying the City when we are planning to complete our PM's. This helps to save added cost and money on items the City may not feel are urgent but would like us to look at while we are onsite.

Many of our team members have worked directly for municipalities; therefore, we always strive to provide responsive and innovative services to our clients. In order to provide a routine, comprehensive preventative maintenance program designed to minimize the incidence of outages and malfunction; reduce complaints; and extend the useful life of the traffic signal, streetlights and other appurtenant equipment, we will proactively communicate with City officials to inform of field issues encountered for all the services described in this RFP during the contract period. SFE proposes to make every effort to satisfy the City of Lancaster in responding to the 24/7 unscheduled and emergency work. All Emergency, total blackouts and accident calls will be responded to within two (2) hours or sooner from receiving the call during normal working hours and within two (2) hours during non-working hours from receiving the call, including Saturdays, Sundays, and holidays, under normal circumstances.

Our maintenance division stands out over many due to our experience and providing exceptional customer service year after year. Working with municipalities is our **primary focus**. All SFE Employees have the same goal to "be the best *in this* industry", not to be in every industry. We understand to last the test of time you must be the very best at what you do and prove it every day. Our owners have from day one always been feet on the ground, in the field working and standing hand in hand with all of us.

- SFE has been in the traffic signal and streetlighting industry for over 70 years and has built an outstanding reputation all over California for its work and services provided.

- We have over 250+ employees throughout our offices and in the field, IMSA certified, NEC certified, VMS qualified, USA trained, Traffic Engineers on staff and Construction specialists dedicated to this industry alone. Our motto “**Experience, Quality & Reliability...**” is something we all stand by.
- We strive to understand our customer’s pain points, their needs and goals. We understand there can be many obstacles our customers may have to navigate and we are there to help them in any way possible. Our project managers/field staff make it a point to answer calls and emails responsively, we meet with our customers on a routine basis whether it be onsite or at their facility to have clear concise communications at all times. With this type of effort we can sustain from common issues that arise when there is a lack of communication.
- We offer our customers an emailing option socalmadmin@sfe-inc.com during our business hours so that our Cities’ will receive a rapid response from our office staff. We inform our customers that a tech has been dispatched and also when a service request has been completed in the field by our technicians so that they are not left wondering if a problem has been addressed.
- We have a live person dispatch service when calling our 24/7 Direct Line Teleservice every time you call in, and the service call is immediately dispatched to our on-call technicians. Our techs will follow up with a return phone call notifying the reporting party confirmation of receipt and our estimated time of arrival. All of our technicians have smartphones / tablets and / or laptops and can be reached at any time while performing services within the City.
- We have built outstanding relationships with our suppliers over the past few decades giving us the advantage of outstanding pricing, expedited shipping and also making it so we have access to thousands of components that may not be the standard everyday part, and a tremendous amount of resources that we can rely on.
- SFE continuously works with all of our customers on getting their warranty items repaired or replaced throughout the city even when they were not the original installer. We make every effort to handle and relieve our customers of this burden, while keeping the customer informed and up to date on the status.
- We have In house testing/training Lab in both our Southern California and Northern California facilities.
- Our customers have easy Web-based access so that they can see details of all work orders and request. This system also has the capabilities to hold inventory and pictures if requested by our customers. Field technicians use smart phone and laptops.

Communications between City of Lancaster and SFE

SFE Staff we will proactively communicate with City officials to inform of field issues encountered for all services described in this RFP during the contract period. Correspondence between the City of Lancaster and our local Area Manager, Project Managers, and Project Coordinators can be called in direct line or via individual email or to socalmadmin@sfe-inc.com (this will send an email to all office staff.) Any and all issues with service, performance or quality shall be directed to the assigned project manager for the City of Lancaster. All Call/Service request and Dispatch request will go through our 24/7 dispatch center. The helps to insure they are responded to in a timely manner. Our Dispatch Center also knows what techs are in what area in order to have the quickest response possible. SFE DISPATCH 1-(844)-LIGHT88

- Staff will proactively communicate with city personnel to inform of field issues encountered for all services described in this RFP during the contract period.
- SFE highly encourages all field technicians become acquainted with city personnel so that they are recognized while working throughout the City. Our technicians will contact designated city contact(s) when they plan on being in the city, when they are responding to calls and to update status of the calls in the city or prior to leaving the city to ensure all tasks have been

communicated.

- Correspondence between the City of Lancaster and our local Area Manager, Project Managers, and Project Coordinators can be called in direct line or via individual email or to socalmadmin@sfe-inc.com (this will send an email to all office staff.) Any and all issues with service, performance or quality shall be directed to the assigned project manager for the City of Lancaster.
- Dispatch requests (emergency or non-emergency) are encouraged to be called into our 24/7/365 dispatch call center at **1-844-LIGHT88** this helps ensure accurate complete information is received and dispatched appropriately.

Meetings

As requested by the City, SFE's Project Manager and Maintenance Supervisor will be available to meet with the Public Works Department on a monthly basis at no additional cost to the City. The purpose of the meeting will be to review maintenance activities, invoices, upcoming projects, and to ensure schedules are being met and to discuss if improvements or corrections are necessary. SFE's technician will also be available as needed to respond to any technical questions.

Methodology

The Pursuit of Excellence has always been an SFE standard, as an efficient industry leader, while promoting safe, fair, honest, wholesome and nurturing environment. SFE has been delivering results since we opened in 1946. With over 70 years of experience, our reputation as an outstanding electrical contractor has been enhanced by successfully executing our core values of completing projects within the customer's timeline and budget. In order to achieve our goals, we only hire individuals who have integrity, loyalty, and trustworthiness, virtues held by every employee. We are always looking to hire talented people who hold the same values as our team.

SFE agrees to provide and maintain emergency service response of the City's traffic signals and streetlights on a twenty-four (24) hour a day, seven (7) days per week basis, including all holidays. SFE's 24/7/365 traffic signal and streetlighting telephone service: **1-(844)-LIGHT88**.

A monthly computerized activity report will be provided to the City of Lancaster to support every invoice. The report will include maintenance logs indicating dates, times, sites, work performed, accident related, vandalism, specially authorized work, and technician's name as well as other required items listed in this RFP. The log shall be provided in Excel file or format agreed by the City. SFE offers to meet with City staff, when deemed necessary to review on-call maintenance activities, operational and repair activities, pending work, estimates, work quality, and any items related to SFE's work under this contract.

SFE will maintain a maintenance log to be kept in each controller cabinet using a form supplied by the City. SFE will fill out the maintenance log whenever the controller cabinet is opened.

SFE retains and will have readily available, in functioning order, all required tools, equipment, apparatus, facilities, and materials needed to perform all work necessary to maintain and repair the traffic signals, streetlights, and other City equipment in compliance with current Caltrans and City of Lancaster's standards and specifications.

SFE owns and operates approximately 100 service vehicles of various types and sizes throughout California many of these locally. To help ensure safety, our maintenance crews use hydraulic "bucket" trucks with aerial lifts which are Occupational Safety and Health Administration (OSHA) approved, inspected and certified as required by law. Our bucket trucks are typically equipped with the most

common traffic signal gear, poles, and street light replacement parts to service most emergency responses such as knock downs. In addition, SFE's vehicles are equipped with a permanently mounted arrow board/stick, warning beacon/strobe lights, traffic cones & construction warning signs. Our "bucket truck" hydraulic lift is capable of reaching a height of at least forty (40) feet from the roadway surfaces. Our technicians are equipped with necessary laptops for the programming/testing of traffic signal controllers, CMU/MMU, Camera monitoring (CCTV, Video, etc), and various equipment. In addition, all SFE employees will be equipped with a smartphone/mobile tablet with 4G LTE access capable of email, text, photo, and internet. SFE is committed to maintain a local inventory of all signal equipment used by the City of Lancaster. This commitment will ensure the City avoiding long wait time on some equipment such as traffic signal poles.

At SFE, we understand the importance for the City of Lancaster to provide quality service to its residents; therefore, we are here to do just that. Our focus is to provide the City with the highest quality, cost effective, trouble free, most responsive and innovative maintenance.



Other Information

Company Profile and Organization

Currently SFE has over 250+ employees. The estimated proposed staff to provide services for this contract would be 25+ employees. The local staff support consists of 15+ employees and continues to grow rapidly. Corporate staff has also dedicated its staff to support the Southern California operations which would include services provided for the City of Lancaster.

SFE is an active union company and is supported by the local unions in all areas which provides upon request certified IBEW journeyman electricians, traffic signal/streetlight technicians, laborers, and apprentices for these classifications. SFE supports these unions and their apprenticeship programs in order to develop knowledge and growth which in turn provides jobs for our local communities in the traffic signal and streetlighting maintenance industry.

SFE corporate headquarters is located at 975 San Leandro, CA 94577. It has been in the electrical business for over 72 years and incorporated in 1986 under the State of California. We have provided a track record of success in the contracting and in the maintenance divisions, over these 72 years. We have the senior management team to allow for continued growth and have the path of growth to succeed. We have seen tremendous changes in our industry, and have grown our business along the lines of longevity and stability. We have matured as a company from the early days of SFE into a leader in our industry. We pride ourselves on a close working relationship with our clients and we have continued to create new and lasting relationships with all of them. SFE has extensive experience in the maintenance work that is being requested. SFE owns and operates approximately 100+ service vehicles of various types and sizes throughout California.

We maintain management of all of our costs and expenses. Having been in the Electrical business for this 72 years length of time, we have crafted special relationships with our suppliers and our financial backing. We have worked on projects that have been worth over 20 million dollars and have successfully secured the financing and the manpower to produce the finest work and craftsmanship in this business. We intend to bring our years of experience to this maintenance proposal.

Disciplines

Safety is the top priority within SFE. In order to operate as a larger general electrical contractor, SFE has developed a culture to always pay extra attention with regard to safety. With our designated safety officer and safety team constantly going from job to job, SFE promises to plan and conduct the work in a manner that will safeguard all persons from injury in accordance with CAL OSHA regulations and shall take precautions required by all other applicable governmental regulations.

In order to ensure good quality from SFE staff, we believe in proper foresight and preparation. We train our technicians to IMSA, OSHA, State specific requirements, Caltrans specs, and Vendor Specific standards. We supply the "right tools" for the job, from hand tools to heavy equipment. Once the proper tools and training are supplied, we can then progressively inspect and ensure proper production and quality levels are met.

We regularly and randomly inspect our technician's quality and thoroughness. We strive to "see things" from our customer's perspective. When performing maintenance on Traffic Signals and Street Lights, we believe that the efforts we put into the quality of our service prolongs the life and efficiency of the components, and The City of Lancaster's confidence in our work.

SFE's Senior Management is fully committed to addressing the safety of today and beyond. We have established aggressive goals and have adopted a zero tolerance regarding safety compliance. Our focus on a Safer tomorrow is paramount, to our future. The success of reaching our goals rests on the shoulders of each and every employee at SFE. With their knowledge, by their preparations, and through their practices, we can achieve these goals. We have identified a number of actions and our efforts are doubled with regard to safety awareness. Since 2012, SFE has not received an OSHA citation. In addition, the renewed efforts are already being shown in Our Experience Modification Rate.

Training Programs

SFE has several training programs we use for our employee's to insure the highest quality, with the most up to date knowledge and training. We also review the latest maintenance procedures and suggestions from the industry, the industry periodicals and NECA, IMSA seminars, so that SFE can maintain our service capability to the latest industry guidelines.

We work with our Local Unions who have an Apprenticeship and Training programs for Technical Application/Training, First Aid and also OSHA Safety. Many of our staff are trainers in these programs and have the opportunity to instruct and mentor the electricians in the industry.

In-House SFE has many employee's that have been in this industry for 40+ years, these Journeymen / Foremen / Mentors /Area Leads help to train, develop and grow our team with real life exposure and situations both in the field and at our in-shop training lab.

We work with all of our field staff and project managers to help them to acquire and maintain IMSA certified training and the State Certified National Electrical Certification.

We feel the attainment of these types of certifications is a means for individuals to indicate to the general public, coworkers, agencies, and others that an impartial, nationally-recognized organization has determined that they are qualified to perform specific technical tasks by virtue of their technical knowledge and experiences. Certification also bestows a sense of achievement upon the certified individual since it reflects professional advancement in a chosen field. We encourage all of our Technicians to be certified in Work Zone Safety, TS Level I, II and III and Roadway Lighting Levels I, & II. We employ several employees who have gone beyond these certifications.

IMSA currently offers certification in the following fields:

- Electronics in Traffic Signals
- Fiber Optics for ITS
- Flagging and Basic Traffic Control
- Microprocessors in Traffic Signals
- Roadway Lighting
- Signs and Markings
- Traffic Signals
- Traffic Signal Inspector
- Work Zone Traffic Control Safety

SFE Technicians and Project managers also receive specialized training from METRO. The Los Angeles County Metropolitan Transportation Authority (METRO) has developed a comprehensive program in the areas of signal operation and maintenance to upgrade the skills of local traffic engineers and signal maintenance personnel. The programs include: include Bi-Trans 200 /233, NEMA controllers and video detection, Type 170 hardware and troubleshooting and introductions to 2070 traffic control systems. We have been trained and certified in several of these classes and also continue to take refresher courses to stay up to date on all industry changes. We encourage our staff to attend these classes and make available time to attend these trainings as needed.

In Conclusion, SFE is truly dedicated to being the best in the traffic signal and streetlighting maintenance industry. We believe what we say and say what we believe. We are honest, committed and determined. Our customers feel the difference between those that say “they will” and SFE (those who do what they say!) We don’t tell you what you need; we hear what you ask for and deliver.

Addendums

St. Francis Electric has received and acknowledges Addendums 1 & 2.

Contractor A and C10 Licenses



Department of Industrial Relation (SB 854) registration Number: 1000022208

Legal Name	Registration Number	County	City	Registration Date	Expiration Date
ST FRANCIS ELECTRIC LLC	1000022208	ALAMEDA	SAN LEANDRO	5/12/17	6/30/19

SFE’s Primary, Headquarters, and Satellite Offices

St. Francis Electric’s Southern California’s office is the **designated** local office/yard for this project located at **1420 Citrus St, Riverside, CA 92507**. We currently provide these exact services including the City of Rosemead, Rialto, Ontario, and County of San Bernardino to name a few. SFE’s office has secured outdoor storage space sufficient for all the contract equipment, parts, components, and inventory. In addition to the outdoor storage, we also have ample warehouse indoor secured storage space necessary for these types of contracts. SFE’s Southern California shop is not only set up for our typical maintenance & response work but has the necessary room for growth to support the addition of many new customers, contracts and projects. **SFE has a Southern California traffic signal lab** used for the testing and repairs of new/used equipment and the on-going training of field technicians in a controlled environment. SFE also has a testing lab facility located at our Headquarters office for these same types of services in that area.



St. Francis Electric, LLC. (Primary Office)
1420 Citrus St
Riverside, CA 92507



St. Francis Electric, LLC. (Headquarters)
975 Carden St
San Leandro, CA 94577

Other SFE Office Locations Include:

1850 West Imola Ave Napa, CA 94559	230 Mayock Rd Gilroy, CA 95020	4545 Harlan Dr Sacramento, CA 95826	1919 Commonwealth Ave Fullerton, CA 92833
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Northern California Locations



Southern California Locations



SFE’s Southern California office currently has contracts for Traffic Signal and Streetlighting Maintenance Services with such Cities as: City of Beaumont, Cathedral City, Grand Terrace, Huntington Park, Loma Linda, Palm Desert, Palm Springs, Rancho Mirage, Rialto, Rosemead, County of San Bernardino, South El Monte, Temecula, and Yorba Linda as well as several projects with other cities throughout Southern California.

We graciously hope for the opportunity to work hand and hand with your City.

Monthly Record of Activities

In order to better service the City of Lancaster, SFE will provide an online real-time electronic database service. SFE recognizes that speed, efficiency, and comprehensive service are the keys to customer satisfaction in our industry. With this in mind, we are constantly seeking innovative ways to improve our service delivery. SFE has found that the simplest way to be compatible with our customers is to not require special programming, software/apps, or special permissions. It's for these reasons SFE will be utilizing our Salesforce Project Tracking™ tool for this function.

SFE is proud to utilize *Salesforce Project Tracking™* our computerized electronic maintenance and inventory management system. This internet cloud-based website www.salesforce.com/products/service-cloud/overview represents what we believe to be the forefront of customer account management and maintenance tracking in our industry. The City's *Salesforce Project Tracking™* account will include a complete list of all of City of Lancaster's intersections, equipment inventory, a log of repair and replacement parts, and records of all routine and emergency calls received for the City.

The information handled by Salesforce™ includes:

- Service Request Management and Scheduling, including time stamping and dispatching.
- Scheduled Maintenance Management and Scheduling.
- Location details of technicians and start work/end work times in the case of Emergency call-outs.
- Intersection Details, inventories of equipment, maps, CAD drawing, timing sheets, etc.
- Report Generation: including invoices, material use, etc.
- Inventory control, including real-time tracking of available and installed equipment.
- Information available to view or download through the Customer Portal, which includes:
 - Real-time status of Scheduled Maintenance and Service Request calls.
 - Real-time Intersection Inventories.
 - Real-time Equipment Inventories.
 - Intersection maintenance histories, maps, CAD drawings, digital photographs.
- Account information, such as contacts and billing



Essential key functions of this online database are made available to the Public Works Director and staff, all Traffic Engineers and authorized agent(s) to monitor maintenance, service call history, and review all activities performed by SFE technicians working within the City.

Information that is associated with each service call will be documented as follows:

- Call to Dispatch Center or Office is logged as to time and location of request.
- Dispatch time is noted as well as Technician name that is dispatched
- Arrival time to site of call for service.
- Technician notes of problem(s) discovered, and process to repair.
- Any notes of other circumstances seen by the technician will also be captured.
- Resolution of problems and equipment used or replaced to remedy the location will be noted.
- Technician completion of service call will be noted.

All SFE work done under this maintenance contract will be verified and available to the City of Lancaster through this online *Salesforce Project Tracking™* tool

Summarized Resumes – (Information on additional SFE Staff available upon request)

Jill Petrie

SoCal Area Manager/Project Manager (Primary Personnel)

Jill is the assigned Project Manager and principal contact for the City of Lancaster. Her responsibilities include: quality of service, communications with the City, and Proposal/Estimating. She is fully available to the City of Lancaster for repairs, upgrades, extraordinary work, city project planning, assisting City with Fiscal budgeting and contract execution. She has over 17 years of experience in the Traffic Signal, ITS, and Street Light industry working with numerous Government agencies and contractors. Jill has excellent relationships with manufacturers, contractors, municipalities, Regional Transportation Associations, and State Department of Transportations. Extensive experience in both technical and construction related aspects of the traffic signal and streetlight maintenance industry. Experienced in scheduling, coordinating field work, support calls and intersection turn-ons. Familiar with Caltrans Specifications and MUTCD requirements. Experience with estimating & take-offs of Traffic Signal Equipment. Extensive Best price purchasing and material negotiation with vendors. Assisting Agencies with LED retrofit projects, Infrastructure solutions and Public Safety Concerns. A vast exposure to all types of traffic signal gear, components and equipment to assist all agency needs including Signal Cabinets, Traffic signal standards, Controllers, Service Meters, Battery Backup systems, Emergency Vehicle Pre-Emption and Video Detection systems.

Work Experience

- SoCal Area Manager / Project Manager – St. Francis Electric, LLC – 2015 to Present
- Service Account Manager - Siemens Industry, Inc. - 2010 to 2015
- Project Manager – Republic ITS - 2001 to 2010

Jesus Sanchez

Foreman/Electrician/Lab Tech – Key Team Member

Jesus's responsibilities include: Overseeing projects and technicians, assisting and working in the City of Lancaster, and all Laboratory Testing. He is fully available to the City of Lancaster. He is a Master Electrician and has over 50 years of experience in the Traffic Signal Maintenance. He has worked in Cities that are similar in Scope of Work and size as the City of Lancaster. He is knowledgeable in all aspects of traffic signal maintenance and troubleshooting. Previously owned and managed a manufacturer of traffic signal components for 20 years. Originally designed and manufactured VMS signs. Has built all his own tools for troubleshooting controller cabinets and loop detectors. Proficient with TS1, TS2, and 332 Controller Cabinets. Proficient with Type 170 and NEMA Controllers, i.e. Eagle, Siemens, Traconex, 170 & 2070. Experienced with various Video Detection installations and maintenance. Proficient with troubleshooting loop detection. Familiar with CCTV, Radar Speed Signs, and Crosswalks. Knowledgeable in maintenance and troubleshooting of Battery Backup Systems to include Alpha, Dimensions, Myers, and Tesco. IMSA Level I, II, and III Field Certified. State Certified General Electrician NEC (#129961).

Work Experience

- Senior Traffic Signal Technician – St. Francis Electric LLC. – 2017 to Present
- Senior Traffic Signal Technician – Econolite – 2002 to 2017
- Traffic Signal Technician – PEEK / SMI – 2000 to 2001
- Mechanical Maintenance – SCE San Onofre – 1999 to 2000
- Manufacturing / Quality Control Supervisor – IDC / US Traffic – 1993 to 1999
- Owner / President - Manufacturing Contractor – 1982 to 1999
- Production Supervisor – Traconex – 1980 to 1990
- Cabinet Wiring, Electronic Tech, Cabinet Test, Field Tech – Econolite – 1973 to 1980

Alex Lara

Traffic Signal Technician/Electrician – Key Team Member

Alex is assigned as the primary technician. His responsibilities include completing the preventative maintenance tasks as well as troubleshooting and repair. He has over 6 years of experience in traffic signal and streetlighting maintenance service. He has worked in Cities that are similar in Scope of Work and size as the City of Lancaster. Skilled in aspects of traffic signal, streetlight maintenance and troubleshooting. Working with CA DOT and Municipal Utilities. Experienced with traffic signal controller programming NEMA and 170. Experienced with traffic signal cabinet installation, maintenance & troubleshooting (NEMA TS-1, TS-2, P, M, and 332). Experienced in troubleshooting safety lights and internally illuminated street name signs. Experienced in troubleshooting vehicle loop detection. IMSA Traffic Signal Technician Level I, II, & III Field Certified. State Certified General Electrician

NEC. International Municipal Signal Association (IMSA) Work Zone Safety Certified. Metro Certified in Rail Safety. NCCCO Certified Crane Operator.

Work Experience

- Traffic Signal Technician – St. Francis Electric, LLC. – 2016 to Present
- Traffic Signal Technician – Computer Service Company – 2014 to 2016
- Construction Wireman – CSI – 2013 to 2014

Mauricio Saavedra

Traffic Signal Technician/Electrician – Key Team Member

Mauricio is assigned as a secondary technician. His responsibilities include completing the preventative maintenance tasks as well as troubleshooting and repair. He has over 25 years of experience in traffic signal and street lighting maintenance service for the major cities in the Orange and Los Angeles Area. He has worked in Cities that are similar in Scope of Work and size as the City of Lancaster. He has been a primary responder for many emergency calls such as traffic signal pole and cabinet knock downs and is very knowledgeable in troubleshooting controllers and ITS equipment. 25+ years of NEMA & Non NEMA (332) controller cabinet programming/troubleshooting and repair. Knowledgeable with Eagle EPAC, BI-Tran Systems software. Experienced with traffic signal cabinet installation, maintenance & trouble shooting (NEMA TS-1 TS-2, P, M, and 332). Knowledgeable in Battery Backup Systems to include Alpha, Dimensions, Myers, and Tesco. Experienced with Video Detection software and maintenance, specifically Iteris, Autoscope. Qualified for ITS equipment installation and repair. Traffic Signal Maintenance & construction. **Certified electronic technician for over 20 years. Traffic signal technician/electrician with IMSA Traffic Signal Technician /Field Level III Certifications. State Certified General Electrician NEC (#152346). ABC Fiber-Optics Certified. CMU/MMU testing & certification with the latest ATSI PCMT-8000 tester.**

- Traffic Signal Technician – St. Francis Electric – 2018 to Present
- Traffic Signal Technician – Econolite – 2007 to 2017
- Product Production – Econolite – 1993 to 2007

Andy Briones

Project Administrative Support - Primary Personnel

Andy is responsible for assisting with proposal estimates, monthly billing tasks, assisting City with Fiscal accounting and contract administrative/coordination tasks. He has over 11 years of experience in managing traffic signal and streetlighting maintenance, repair and construction contracts. Possesses strong written and oral skills when dealing with customers and professionals. Microsoft Office™, SAP®, Salesforce™ Proficient. Efficient in Government and City's Invoicing, and Billing. Provides forecasts and maintained project schedules & equipment. Technician, Fleet and Dispatch Support. Agency's liaison in scheduling and coordinating with Contractors and Vendors.

Work Experience

- Service Coordinator – St. Francis Electric, LLC. – 2015 to Present
- Service Coordinator – Siemens Industry, Inc – 2010 to 2015
- Service Coordinator – Republic ITS – 2007 to 2010

Lance Alm

Traffic Signal Technician/Electrician - Key Team Member

Lance has over 10 years of experience in the Traffic Signal and Streetlighting Maintenance. Skilled in all aspects of traffic signal and streetlight maintenance and troubleshooting. Proficient with TS1, TS2, Type 170 and NEMA Controllers. Video Detection installation and maintenance, specifically: Iteris, Autoscope. Experienced with installation and wiring of battery backup system and traffic signal controller cabinets. ATSI (Athens Technical Specialist, Inc.) CMU/MMU Testing Equipment Certified. Familiarity with Various different Solar and Hard wired Speed Feedback Systems for both installation and troubleshooting. Intersection inspection and Service Meter installation inspection turn-on support. **IMSA Level I, II, and III Field Certified. IMSA Work Zone Safety Certified. State Certified General Electrician NEC (#138598). Certified for Underground Service Alert (USA) mark outs.**

Work Experience

- Traffic Signal Technician – St. Francis Electric, LLC. - 2016 to Present
- Traffic Signal Technician – Siemens Industry, Inc. – 2010 to 2016
- Traffic Signal Technician – Republic ITS – 2008 to 2010

Stephen Petrie

Traffic Signal & Streetlight Technician/Electrician - Key Team Member

Stephen has over 10 years of experience in the street lighting / traffic signal maintenance and on-call emergency response. Skilled in aspects of traffic signal, streetlight maintenance and troubleshooting. Working with CA DOT and Municipal Utilities. Experienced with TS1, TS2, Type 170 and NEMA Controllers. Experienced with installation and wiring of battery backup system and traffic signal controller cabinets. Knowledgeable of various different solar and hardwired Speed Feedback Systems for both installation and troubleshooting. **International Municipal Signal Association (IMSA) Work Zone Safety Certified. IMSA Level I Roadway/Street lighting Field Certified. ATSI (Athens Technical Specialist, Inc.) CMU/MMU Testing Equipment Certified. Certified for Underground Service Alert (USA) mark outs.**

Work Experience

- Traffic Signal/Street Lighting Technician – St. Francis Electric, LLC. – 2016 to Present
- Traffic Signal/Street Lighting Technician – Siemens Industry, Inc. – 2010 to 2016
- Traffic Signal/Street Lighting Technician – Republic ITS – 2008 to 2010

Jose Sanchez Traffic Signal & Streetlight Technician/Electrician - Key Team Member

Jose has over 10 years of experience in the Traffic Signal and Streetlighting Maintenance. Skilled in all aspects of traffic signal and streetlight maintenance, troubleshooting and construction. Proficient with TS1, TS2, Type 170 and NEMA Controllers. Video Detection installation and maintenance, specifically: Iteris & Autoscope. Experienced with installation and wiring of battery backup system and traffic signal controller cabinets. Familiarity with Various different Solar and Hard wired Speed Feedback Systems for both installation and troubleshooting. Intersection inspection and Service Meter installation inspection turn-on support. **IMSA Level I and II Field Certified. IMSA Work Zone Safety Certified. ATSI (Athens Technical Specialist, Inc.) CMU/MMU Testing Equipment Certified. Certified for Underground Service Alert (USA) mark outs.**

Work Experience

- Traffic Signal Technician – St. Francis Electric, LLC. – 2017 to Present
- Traffic Signal Technician – Siemens Industry, Inc - 2010 to 2014
- Traffic Signal Technician / Electrical Construction – Republic ITS – 2006 to 2010;
- Groundsman / Laborer – Highlight Electric – 2003 to 2004

Guy Smith Maintenance Division Manager/VP/CEO - Management Contact

Guy is responsible for the maintenance operations for all offices he also oversees all field and front office. Guy is available to the City of Lancaster to ensure contract satisfaction. He has over 20 years of experience in the Traffic Signal and Street Light business in maintenance, repairs, and modification for public agencies from the Bay Area through Central Valley. Guy has a reputation for providing excellent customer service and top notch technical knowledge when it comes to traffic signal and ITS.

- Chief Executive Officer, Vice President and Secretary of Company
- Authorized representative to sign agreements for SFE;
- Supervisor responsible for managing 250+ employees;
- Responsible for the management of all Maintenance and Construction projects and accounts.
- 10+ Years of multiple Video Detection installations, specifically: Iteris, Autoscope, Trafficon & Aldis;
- Knowledgeable with CCTV installation, maintenance and troubleshooting;

Sierra Pacific Electrical Contracting - Summarized Resumes



Jim Brooms Superintendent

Jim is the Superintendent for all Sierra Pacific projects and schedules the crews for each project. He is Sierra Pacific’s main point of contact for projects. Jim works closely with the estimator/project manager to ensure all work is done timely and correctly. He has been installing and modifying traffic signals for over 30 years. **Jim is part of the International Brotherhood of Electrical Workers (IBEW), a State of California certified electrician, and OSHA 30 certified.**

Jorge Gomez Estimator / Project Manager

Cost Proposal

RFQ # 686-18 – Traffic Signal & Street Lighting Services – Exhibit B		
PROPOSAL RATE SHEET		
<u>Description of Services</u>	<u>Base Unit</u>	<u>Cost</u>
Task 1 – Streetlights -- General Repairs		
Item 1 - Preventative repair handhole cover to the fixture, including wiring, fuses, fixture, photocell	Per Pole	\$2.20*
Item 2 – Standing City-provided poles on existing foundation (On-Call) (Overtime Hours)	Per 4 Poles	\$9,380.00
Item 2 (Variant) – Standing City-provided poles on existing foundation (Scheduled Regular Hours)	Per 4 Poles	\$6,355.00
Item 3 – Remove and replace existing streetlight pole foundation (Single Arm – Concrete Standard) (On-Call) (Overtime Hours)	Per Foundation	\$15,790.00
Item 3 (Variant) - Remove and replace existing streetlight pole foundation (Single Arm – Concrete Standard) (Scheduled Regular Hours)	Per Foundation	\$10,750.00
Task 2 – Signals -- General Repairs		
Item 1 - Preventative Maintenance (Per SFE’s Scope Attached)	Per Intersection	\$84.00
Task 3 – Signal Cabinets -- General Repairs		
Item 1 – Traffic Signal Response and Repairs	Hourly	LME – See Rate Sheet
Item 2 - Standing City-provided cabinet on existing foundation (On-Call) (Overtime Hours)	Per Cabinet	\$5,200.00
Item 2 (Variant) - Standing City-provided cabinet on existing foundation (On-Call) (Scheduled Regular Hours)	Per Cabinet	\$2,650.00
Item 3 - Remove and Replace existing signal cabinet foundation (On-Call) (Overtime Hours)	Per Foundation	\$25,900.00
Item 3 (Variant) - Remove and Replace existing signal cabinet foundation (Scheduled Regular Hours)	Per Foundation	\$17,500.00
Item 4 - Time and Equipment rates to respond (afterhours on-call, call out response) to emergencies	Per Hour	LME – See Rate Sheet

* **Task 1 Item 1** - Flat rate fee is per pole, per month and based on the estimated quantity of 18,000 City-owned streetlights and not based on quantity of poles serviced during that month. Monthly billing would be 18,000 X \$2.20 = \$39,600. Actual quantity of City-owned streetlights would be adjusted at time of contract commencement.

LME - Rate Sheet

Labor Rates

Item #	Item Description	Unit	Straight Time	Overtime	Premium Time / Holiday
1	Superintendent/Foreman	HR	\$118.00	\$170.00	\$230.00
2	Laboratory Technician	HR	\$98.00	\$130.00	\$130.00
3	Signal Maintenance Technician – Lead	HR	\$98.00	\$130.00	\$163.00
4	Maintenance Technician	HR	\$98.00	\$130.00	\$163.00
5	Service Laborer	HR	\$75.00	\$112.50	\$150.00
6	Safety Light Technician	HR	\$98.00	\$130.00	\$163.00
7	Crane/Backhoe Operator	HR	\$118.00	\$170.00	\$230.00

Equipment Rates

Item #	Item Description	Unit	Cost
1	Pick-up Truck	HR	\$25.00
2	Service Utility Truck	HR	\$39.39
3	Bucket Truck	HR	\$36.00
4	Crane Truck	HR	\$70.00
5	Trencher	HR	\$30.00
6	Dump Truck	HR	\$65.00
7	Jack Hammer/Compressor	HR	\$25.00
8	Bobcat w/Trailer	HR	\$44.00
9	Backhoe	HR	\$46.00
10	Backhoe w/Auger	HR	\$64.00
11	Arrow Board	HR	\$24.00

ADDITIONAL ITEMS RATES

Totals		
Alternate for TS Foundations		
Items Associated With Task #2 Totals		
Type	Item Cost to Remove & Replace Traffic Pole Foundations*	Cost Per
PPBP		\$6,200.00*
1A		\$8,685.00*
15TS		\$10,000.00*
21TS		\$10,100.00*
16-1 to 18-1		\$11,600.00*
19-1 to 19A-1		\$11,650.00*
16-2 to 19-2		\$17,200.00*
19A-2		
16-3 to 24A-3		\$17,400.00*
18-4 to 24A-4		
26-3 to 27-3		\$17,700.00*
26-4 to 27-4		
28-5 to 29A-5		\$19,100.00*
60-5		
Concrete	Replace concrete flat work RT per SQ FT	\$110.00
Concrete	Replace concrete flat work OT per SQ FT	\$161.00
*Bid excludes the cost for anchor bolts and cages. The price of steel has been unstable and suppliers will not guarantee quotes for longer than a few days. When the time comes we will present the quotes and the City will compensate cost plus 15% markup in addition to the cost above.		
*Includes concrete cap once the signal pole has been installed, conduit up to 10', haul off and disposal of removed foundations.		
*These prices are for scheduled daytime work only. No on-call, weekends or holidays.		
*Price does not include the price/supplying of the new pole or erecting.		
*Pricing does not include the responding to poledown/or leaning service call out.		
*Excludes any temp work, wire, pull boxes or additional conduit to pull boxes.		
*Excludes any ADA work or upgrades, ramps or wings, curbs or gutters, flat work.		

ALL MATERIALS SUPPLIED TO THE CITY OF LANCASTER WOULD BE BILLED AT COST PLUS 15%

Schedule and Transition Period

During our “kick-off” meeting with your City we would like to have staff introductions, a discussion on any on-going issues or projects that we would be taking over, and exchange contact information including our **24/7 Dispatch number 1-844-LIGHT88 or 1-844-544-4888** and operations. Discuss the maintenance scheduling to best fit the City’s needs. SFE believes on an “Eyes On” approach which we will discuss. We would also obtain a list of authorized callers (if applicable), any special keys that are not standard to access the controller and service cabinets as well as any other locked appurtenant devices. We will ask if there is any spare equipment that is in your City so that we can ensure a smooth transition without disruption to traffic signal operations. Two (2) days prior to contract commencement, SFE will contact the designated City representative to confirm any additional City requests or answer any questions and confirm transition is set to go.



After contract start date, our technician will inform the City when they will be in the City performing preventative maintenance and ask if there are any issues they would like addressed at that time. At the end of the first month of preventative maintenance activities, the Project Manager, Jill Petrie and the City’s primary technician, will schedule a meeting with City designated representative to discuss the opening month’s findings, concerns, extraordinary work completed and any outstanding work needed.



In Closing

SFE would like to thank the City of Lancaster for giving us this opportunity to submit this RFQ and for their consideration to use our local Staff as part of a crew that represents its City. If chosen our staff will make every effort to insure your City is our next best reference on future RFP/RFQ’s to other cities’. We don’t strive to be the biggest but we do strive to be the BEST!

STAFF REPORT
City of Lancaster

CC 21
12/11/18
MVB

Date: December 11, 2018

To: Mayor Parris and City Council Members

From: Jeff Hogan, Development Services Director

Subject: **Memorandum of Understanding with the County of Los Angeles, Department of Public Health regarding Onsite Wastewater Treatment Systems**

Recommendation:

Authorize the City Manager or his designee to execute Memorandum of Understanding with the County of Los Angeles, Department of Public Health regarding onsite wastewater treatment systems to update the original August 17, 2001, agreement for environmental health inspection services.

Fiscal Impact:

None.

Background:

In September 2000, the State of California adopted Assembly Bill 885, which required the State Water Resources Control Board to adopt specific regulations or standards for the permitting and operation of Onsite Wastewater Treatment Systems (OWTS). On June 19, 2012, the State Water Resources Control Board adopted the Water Quality Control Plan for Siting, Design, Operation, and Maintenance of Onsite Wastewater Treatment Systems (OWTS Policy), effective on May 13, 2013.

The OWTS Policy establishes a waiver of Waste Discharge Requirement permits for OWTS systems, meeting the criteria of the OWTS Policy. The OWTS Policy establishes low risk siting and design requirements for OWTS, subject to the OWTS Policy, and authorizes local agencies to submit a Local Agency Management Program (LAMP) to the Regional Water Quality Control Board for approval of alternate methods of siting and design to achieve the same purpose.

The County of Los Angeles (County) Department of Public Health operates a program for the approval of the siting, design, operation and maintenance of OWTS for individual residences within its Environmental Health Division, and has adequate staffing and technical knowledge to meet the requirements of the OWTS Policy. Subsequently, the County submitted a LAMP to the Los Angeles Regional Water Quality Control Board for approval.

The California Regional Water Quality Control Boards, upon mutual agreement, may designate one Regional Water Quality Control Board to regulate a person or entity that is under the jurisdiction of two or more Regional Water Quality Control Boards (Water Code Section 13228). The OWTS Policy Section 4.3 states that the Regional Water Quality Control Board designated in Attachment 3 shall review, and if appropriate, approve a Local Agency Management Program submitted by the local agency pursuant to Tier 2 in this Policy. OWTS Policy Attachment 3 identifies Los Angeles Regional Water Quality Control Board as the designated Regional Water Quality Control Board for the County of Los Angeles for purposes of reviewing and, if appropriate, approving new Local Agency Management Plans (LAMP).

The Los Angeles Regional Water Quality Control Board reviewed the County's LAMP, determined that it meets the requirements of the OWTS Policy, and approved the County's LAMP on May 21, 2018, for those areas within both the Los Angeles and Lahontan Regional Water Quality Control Boards. As a result, a conditional waiver of waste discharge requirements for all OWTS, complying with the LAMP has been granted.

The Los Angeles County Board of Supervisors approved Ordinance No. 2018-0037 to implement the requirements of the LAMP on October 2, 2018. As such, the Los Angeles County Board of Supervisors delegated authority to the Director of Public Health to enter into agreements with local jurisdictions to provide services under the LAMP.

The City of Lancaster (City) has existing OWTS for areas without access to a public sewer system. Therefore, the City would like to continue to designate the County as the Qualified Local Agency such that the County implements its approved LAMP for the siting, design, operation, and maintenance of certain OWTS within the City's incorporated area.

CV:sr

Attachments:

Proposed Memorandum of Understanding
Environmental Health Inspection Services Agreement
LA County Ordinance No. 2018-0037

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF LOS ANGELES, DEPARTMENT OF PUBLIC HEALTH
AND
THE CITY OF LANCASTER**

REGARDING ONSITE WASTEWATER TREATMENT SYSTEMS

EFFECTIVE DATE: December 11, 2018

I. RECITALS

WHEREAS, the State of California adopted Assembly Bill 885 in September 2000, to require the State Water Resources Control Board to adopt specific regulations or standards for the permitting and operation of onsite wastewater treatment systems (OWTS).

WHEREAS, the State Water Resources Control Board adopted the Water Quality Control Plan for Siting, Design, Operation, and Maintenance of Onsite Wastewater Treatment Systems (OWTS Policy) on June 19, 2012 and it became effective on May 13, 2013.

WHEREAS, the OWTS Policy establishes a waiver of Waste Discharge Requirement permits for OWTS systems meeting the criteria of the OWTS Policy.

WHEREAS, the OWTS Policy establishes low risk siting and design requirements for OWTS subject to the OWTS Policy and authorizes local agencies to submit a Local Agency Management Program (LAMP) to the Regional Water Quality Control Board for approval of alternate methods of siting and design to achieve the same purpose.

WHEREAS, the County of Los Angeles, Department of Public Health (DPH) operates a program for the approval of the siting, design, operation and maintenance of OWTS for individual residences within its Environmental Health Division and has adequate staffing and technical knowledge to meet the requirements of the OWTS Policy.

WHEREAS, the County of Los Angeles (County) has submitted a LAMP to the Los Angeles Regional Water Quality Control Board for approval.

WHEREAS, the California Regional Water Quality Control Boards, upon mutual agreement, may designate one Regional Water Quality Control Board to regulate a person or entity that is under the jurisdiction of two or more Regional Water Quality Control Boards (Water Code Section 13228).

WHEREAS, the OWTS Policy Section 4.3 states that the Regional Water Quality Control Board designated in Attachment 3 shall review, and if appropriate, approve a Local Agency Management Program submitted by the local agency pursuant to Tier 2 in this Policy.

WHEREAS, OWTS Policy Attachment 3 identifies Los Angeles Quality Control Regional Board as the designated Regional Water Quality Control Board for the County of Los Angeles for purposes of reviewing and, if appropriate, approving new Local Agency Management Plans (LAMP).

WHEREAS, the Los Angeles Regional Water Quality Control Board has reviewed the County's LAMP, determined that it meets the requirements of the OWTS Policy, approved the County's LAMP on May 21, 2018 for those areas within both the Los Angeles and Lahontan Regional Water Quality Control Boards, and as a result has granted a conditional waiver of waste discharge requirements for all OWTS complying with the LAMP.

WHEREAS, the Los Angeles County Board of Supervisors approved Ordinance # 2018-0037 to implement the requirements of the LAMP on October 2, 2018.

WHEREAS, the Los Angeles County Board of Supervisors delegated authority to the Director of Public Health to enter into agreements with local jurisdictions to provide services under the LAMP.

WHEREAS, the City of Lancaster (City) has existing OWTS and areas without access to a public sewer system.

WHEREAS, both the County of Los Angeles and the City are desirous of protecting the public's health and the quality of groundwater within the City.

NOW THEREFORE THE COUNTY OF LOS ANGELES AND THE CITY OF LANCASTER HEREBY AGREE AS FOLLOWS:

II. DESIGNATION AND AGREEMENT

1. The City designates the County as the Qualified Local Agency (QLA) and the County accepts the designation for the implementation of the County's approved LAMP for the siting, design, operation, and maintenance of certain OWTS within the City's incorporated area.
2. The County and City agree that the County Health and Safety Code, Title 11, Chapter 38 and Requirements and Procedures adopted by the Director of DPH and/or Health Officer of the County and the County Plumbing Code will govern the applicable siting, design, operation, and maintenance of OWTS within the City. City will adopt County's ordinance governing OWTS into City's municipal code by resolution or ordinance.
3. Section 8.08.010 of the Lancaster Municipal Code Los Angeles County Public Health Ordinance No. 7583 as amended from time to time. Therefore, pursuant to that section, the City has adopted County Ordinance No. 2018-0037 §31 concerning Requirements for Onsite Wastewater Treatment Systems.
4. The MOU shall be effective upon the execution by both parties, and shall be in effect until terminated by either party in accordance with Section V.

III. APPLICABILITY

1. OWTS subject to this agreement shall consist of those OWTS within the jurisdiction of the City that generate 10,000 gallons per day or less of domestic wastewater (as that term is defined in the OWTS Policy), that dispose of wastewater below the ground surface, that is generated from single family residences, multi-family residences, commercial buildings where the wastewater is from domestic sources (i.e., toilets, urinals, bathtubs, showers,

dishwashing facilities, laundry washing, and garbage disposals), buildings which are a combination of commercial and residential, and commercial food service buildings with a wastewater with a Biological Oxygen Demand (BOD) of 900 mg/L or less and a properly functioning grease interceptor.

2. This MOU shall not apply to any other OWTS within the incorporated area of the City, including those that:
 - a) Generate more than 10,000 gallons per day,
 - b) Discharge high strength wastewater, other than commercial food service buildings meeting the above requirements,
 - c) Are commercial food service buildings that don't meet the above requirements,
 - d) Generate industrial wastewater,
 - e) Accept wastewater from Recreational Vehicles,
 - f) Utilize methods to dispose of wastewater above ground,
 - g) Treat and reuse wastewater onsite for non-potable uses.
3. Nothing in this MOU shall diminish or affect the ability of the City to exercise its authority through the Plumbing Code to regulate the type, siting, design and installation, for those OWTS that are exempt from the MOU to be operated within the incorporated area of the City. Issuance of a Waste Discharge Requirement or other permit by a Regional Water Quality Control Board shall not constitute authorization for any person or entity to construct, install, or operate any OWTS without City approval.

IV. GENERAL PROVISIONS

COUNTY RESPONSIBILITIES

1. The County will notify the appropriate Regional Water Quality Control Board that the City has entered an agreement to be regulated under the County's LAMP.
2. The County will review all applications for new, replacement or repair of OWTS for siting and design.
3. The County will review all applications for building permits where an OWTS is present on the property to evaluate whether the proposed construction will impact the OWTS by:
 - Potentially increasing wastewater flows,
 - Changing the strength of the wastewater,
 - Impinging upon required setbacks of the OWTS, any of its components, or the required 100% future expansion area.
4. The County shall provide the owner of the property or his/her representative with an approval of the application, a detailed list of corrections needed to proceed with the application, or a detailed reason why the project is unable to be approved. Projects that the County determines may impact ground or surface water may be directed to file a Report of Waste Discharge with the Regional Water Quality Control.

5. The County will maintain an inventory of all OWTS permitted within the City's incorporated area including OWTS Policy Tier, depth to groundwater, setback information, and if a non-conventional onsite wastewater treatment system (NOWTS) was required.
6. The County will require an evaluation by a qualified professional of all OWTS and NOWTS which are determined to be exhibiting signs of failing. The County will issue compliance orders to owners of OWTS or NOWTS when a qualified professional determines the OWTS or NOWTS is in need of replacement or repair.
7. The County will issue an operating permit to all existing and new OWTS and NOWTS. The County will maintain a database of all NOWTS, including when the system was serviced by a service technician and the results of any effluent testing performed by a California certified laboratory, as required by the LAMP.
8. The County will license all Sewage Pumper Trucks that service OWTS within the City's jurisdiction.
9. The County will complete and submit an annual report by February 1 of each year detailing the number, location, and description of permits issued for OWTS where a variance is granted and assess the impact of OWTS discharges based on analysis of water quality data, complaints, inspection results, monitoring data, and failures. Other data outlined in the OWTS Policy, Section 9.32 will be reviewed if available.
10. The County will refer to the City for legal enforcement, any violation of the City's ordinance where the property owner has failed to comply with the written directives of the Health Officer or his/her duly authorized deputy.
11. The County may direct any property owner whose permit for a NOWTS is suspended or revoked for failure to comply with the directives of the Health Officer to file a Report of Waste Discharge with the Regional Water Quality Control Board. The County shall also inform the Regional Water Quality Control Board that the property owner is no longer operating under a waiver of Waste Discharge Requirements and is required to file a Report of Waste Discharge.

CITY RESPONSIBILITIES

1. The City will provide the County with a list of all known domestic OWTS, all OWTS with septic tanks greater than 10,000 gallons, OWTS with probable high strength waste streams, and cesspools within the City's jurisdiction within 60 days of the effective date of this agreement.
2. The City will annually provide the County with a list of properties where an existing OWTS was decommissioned and the property connected to the public sewer.
3. The City shall notify the County whenever a new building with a NOWTS is issued a Certificate of Occupancy.

4. The City shall refer any building permit application for a new building, remodel of an existing building, repair of an existing OWTS, or construction of any building or permanent structure which may impinge upon an OWTS or future expansion area to the County. The City shall not issue a building permit for a project referred to the County unless plans are first approved by the County.
5. The City shall require a property owner to submit a Report of Waste Discharge (RWD) for issuance of Waste Discharge Requirements (WDR) by the appropriate Regional Water Quality Control Board for any OWTS project that does not meet the requirements identified in Section III of this agreement.
6. The City shall refer to the County any complaint alleging an OWTS is failing. The City shall indicate whether the City desires to conduct a joint investigation of the complaint.
7. The City shall investigate any complaint alleging construction of an OWTS or modification of an existing OWTS without obtaining the appropriate permits.
8. The City shall provide legal enforcement for any property owner who fails to comply with the City's ordinance and written directives issued by the Health Officer or his/her authorized deputy.
9. The City, upon cancellation of this MOU, shall comply with the Tier 1 requirements in the State OWTS Policy until the Regional Water Quality Control Board has approved a LAMP authorizing the City to use alternative requirements. If as a result of termination of this contract the Regional Water Quality Control Board determines that a WDR is required for existing NOWTS, the City shall be responsible for issuing a notice to the owner of each property where a NOWTS is installed within their jurisdiction directing the owner to obtain a WDR.
10. The City shall provide the County by December 31st of each year with surface or groundwater quality monitoring data for nitrates and pathogens that may be useful in the County's annual Water Quality Assessment Program. The data may be collected by the City as part of its National Pollutant Discharge Elimination System (NPDES) Permit requirements, a City operated water utility, or other monitoring program.

V. TERM AND TERMINATION

1. The City may terminate this MOU, with or without cause, upon ninety (90) days written notice. The City shall send all notices related to this MOU to:

County of Los Angeles Department of Public Health - Environmental Health Division

Director of Environmental Protection Branch

5050 Commerce Drive

Baldwin Park, CA 91706

The County shall send all notices related to this MOU to:

City of Lancaster

Attn: City Engineer

44933 Fern Avenue

Lancaster, CA 93534

2. The County may terminate this MOU, with or without cause, upon ninety (90) days written notice from the Director of Public Health to the City.
3. Upon the effective date of the termination, the City shall become responsible for enforcement of the State OWTS Policy within its jurisdiction.
4. In addition to the above, in the event that the State Water Board adopts new regulations regarding OWTS, the County may, at its discretion terminate this MOU upon the effective date of the new regulations. The City and the County, at their mutual agreement, may negotiate and adopt an amendment to this MOU to include the new regulations.

Signatures begin on the following page.

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

“COUNTY”
County of Los Angeles
Department of Public Health

“CITY”
CITY OF LANCASTER
LANCASTER, CALIFORNIA

Director

Approved By Department Head:

By: _____
Jeff Hogan, Development Services Director

Dated: _____

By: _____
Mark V. Bozigian, City Manager

Dated: _____

ATTEST:

Britt Avrit, MMC
City Clerk

APPROVED AS TO FORM:

Allison E. Burns, Esq.
City Attorney

Contract No. 73596

ENVIRONMENTAL HEALTH INSPECTION SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 17th day
of August, 2001,

by and between COUNTY OF LOS ANGELES (hereafter
"County"),
and CITY OF LANCASTER (hereafter
"City").

WHEREAS, the California Health and Safety Code provides that the governing bodies of counties and cities shall take measures as may be necessary to preserve and protect the public's health, including the adoption of ordinances and establishment of fees to support the enforcement of such activities; and

WHEREAS, County's Board of Supervisors has delegated the authority and responsibility for these activities to the County's Director of Health Services, or his/her authorized designee (hereafter jointly referred to as "Director"); and

WHEREAS, Director has further entrusted his/her Department of Health Services' ("DHS") Deputy of Environmental Health to preserve and protect the public's health by inspecting the quality of those environmental elements, including but not limited to, water, food, air, and places where County residents reside, work, and relax, that affect the public's health; and

WHEREAS, City is desirous of contracting with County for the performance of such environmental health inspections, and/or hereafter described public health services, within its boundaries by County through its DHS; and

WHEREAS, County is agreeable to rendering such services on the terms and conditions hereafter set forth hereinbelow; and

WHEREAS, such contract is authorized and provided for by the provisions of Sections 480 through 482 of the California Health and Safety Code.

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM: This Agreement shall become effective July 1, 2001, and shall continue in full force and effect, to June 30, 2002. Said agreement shall thereafter be automatically renewed for one (1) year terms, for an indefinite period of time, without further action by the parties hereto.

Notwithstanding the provisions of this Paragraph as set forth herein, County may terminate this Agreement, with or without cause at any time, by giving thirty (30) calendar days prior written notice to City. City may terminate this Agreement as of the first day of July of any year upon thirty (30) calendar days prior written notice to County.

2. DESCRIPTION OF DUTIES BETWEEN THE PARTIES:

A. County agrees to provide environmental health inspections, and/or public health services, within the

corporate limits of City to the extent and in the matter hereafter set forth.

Such services shall only encompass duties and functions of the types customarily rendered by DHS under the charter of County and the statutes of the State of California.

B. The rendition of all services performed hereunder, the standard of performance and other matters incidental to the performance of such services, and the control of personnel so employed, shall remain in County. In the event of dispute between the parties as to the extent of the duties and functions to be rendered hereunder, or the manner of performance of such services, the determination of the duties, functions, and services to be rendered, shall be made by Director.

County agrees to perform for City such public health services as are authorized by Sections 480 through 482 of the California Health and Safety Code and by City's ordinances relating to public health.

C. In the event City by ordinance adopts the provisions of Los Angeles County Code, Title 11, and any amendments thereto, County agrees to enforce the Code provisions in City to the same extent as they are enforced in the unincorporated territories of County.

In such event, County agrees to issue the permits and

collect the fees provided for in Los Angeles County Code, Title 8, Chapter 8.04.

Said fees shall be retained by Director for the benefit of County as full compensation for the services performed by Director in the enforcement of said ordinance provisions, except that any court time spent in the enforcement thereof shall be compensated for in accordance with Paragraph I. Whenever Los Angeles County Code, Title 8, Chapter 8.04, is amended to change the amount or amounts of any permit fees, City shall immediately amend its ordinance to provide permit fees in the exact amount as those designated in the amended Los Angeles County Code.

In the event that City elects to set, collect, and retain its own permit fees, it shall notify Director, and shall thereafter pay for services under this Paragraph pursuant to Paragraph J.

D. To facilitate the performance of services, it is hereby agreed that County shall have full cooperation and assistance from City, its officers, employees, and agents.

Prior to performance by County of services pursuant to this Agreement, City shall provide to County a written list of the public health services which it requests County to perform and the State and local public health regulations which it requests County to enforce. Any changes in service(s) requested by City should be in writing, and

delivered to County thirty (30) calendar days prior to the requested change date.

E. For the purpose of performing said functions, County shall furnish and supply all equipment, labor, supervision, and supplies, necessary to provide the level of service to be rendered hereunder.

Notwithstanding anything hereinbefore contained, it is agreed that in all instances wherein additional forms, stationary notices, supplies and the like, must be issued in the name of City, the same shall be supplied by City at its own cost and expense.

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

For the purpose of performing such duties, functions, and services, and for purpose of giving official status to the performance thereof where necessary, every County officer or employee engaged in the performance of any service hereunder shall be deemed to be an officer or employee of City while performing services for City, which services are within the scope of this Agreement.

G. City shall not be called upon to assume any liability for the direct payment of any salaries, wages, or

other compensation for any County personnel performing services hereunder for County, or any liability other than that provided for under this Agreement.

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

H. The assumption of liability agreement executed by the parties to this Agreement, and approved by the Board of Supervisors on December 27, 1977, currently in effect is hereby made a part of and incorporated into this Agreement as set out in full, unless said assumption of liability agreement is expressly superseded by a subsequent agreement hereafter entered into by the parties.

I. City shall pay the cost for the enforcement of a city ordinance or ordinances, except the city ordinance which adopts Los Angeles County Code, Title 11, and its amendments, at rates to be determined by County's Auditor-Controller in accordance with the policies and procedures established by the Board of Supervisors.

The foregoing rates shall be adjusted by County's Auditor-Controller annually effective July 1st of each year to reflect the costs of such service in accordance with the policies and procedures for the determination of such rate as adopted by the Board of Supervisors.

All services rendered hereunder are subject to the limitations of the provisions of Section 23008 of the Government Code, in accordance therewith. Before any services are rendered hereunder, subject to the limitations of the provisions hereto, an amount equal to the costs or an amount ten percent (10%) in excess of estimated cost must be reserved by City from its funds to insure payment for work, services, or materials provided hereunder.

J. County, through Director, shall render to City within ten (10) calendar days after the close of each calendar month an itemized invoice which covers all services performed during said month, and City shall pay County within thirty (30) calendar days after date of said invoice.

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

K. If such payment is not delivered to the County office which is described on said invoice within thirty (30) calendar days after the date of the invoice, County may satisfy such indebtedness, including interest thereon, from any funds of City on deposit with County.

L. City agrees that the execution of any service agreements with County for the period July 1, 2001 or later shall not be a wavier of any claims, rights, or remedies, County may have for reimbursement from City for services as furnished herein.

3. CONSTRUCTION: To the extent there are any rights, duties, obligations, or responsibilities enumerated in the recitals or otherwise in this Agreement, they shall be deemed a part of the operative provisions of this Agreement and shall be fully binding upon the parties.

4. ALTERATION OF TERMS: The body of this Agreement, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, employees or agents, shall be valid and effective unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties in the same manner as this Agreement.

5. WAIVER: No wavier of any breach of any provision of this Agreement by County shall constitute a wavier of any other breach of such provision. Failure of County to enforce at any time, or from time-to-time, any provision of this Agreement shall not be construed as a wavier thereof. The remedies herein

reserved shall be cumulative and additional to any other remedies in law or equity.

6. SEVERABILITY: If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

7. CITY'S OFFICES: City's office is located at 44933 North Fern Avenue; Lancaster, California 93534. City's business telephone number is (661) 723-6000 and facsimile/FAX number is (661) 723-6141. City shall notify County, in writing, of any changes made to its business address, business telephone number and/or facsimile/FAX number as listed herein, or any other business address, business telephone number and/or facsimile/FAX number used in the provision of services herein, at least ten (10) calendar days prior to the effective date(s) thereof.

8. NOTICES: Notices hereunder shall be in writing and may either be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, attention to the parties at the addresses listed below. Director is authorized to execute all notices or demands which are required or permitted by County under this Agreement. Addresses and parties to be notified may be changed by providing at least ten (10) working days prior written notice to the other party.

A. Notices to County shall be addressed as follows:

(1) Department of Health Service
Environmental Health - Executive Office
2525 Corporate Place, Suite 150
Monterey Park, California 91754

Attention: Deputy, Environmental Health

(2) Department of Health Services
Contracts and Grants Division
313 North Figueroa Street, 6th Floor-East
Los Angeles, California 90012-2659

Attention: Division Chief

B. Notices to City shall be addressed as follows:

(1) City of Lancaster
44933 North Fern Avenue
Lancaster, California 93534 .

Attention: Mr. Frank C. Roberts,
Mayor

IN WITNESS WHEREOF, the Board of Supervisors of the County
of Los Angeles has caused this Agreement to be subscribed by its

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Director, and City by order of its City Council, has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.



COUNTY OF LOS ANGELES
By Mike Antonovich
Mayor, Board of Supervisors

CITY OF LANCASTER
By Frank C. Roberts
Frank C. Roberts, Mayor

ATTEST:

(AFFIX CITY SEAL HERE)

VIOLET VARONA-LUKENS, Executive
Officer of the Board of
Supervisors of the County of
Los Angeles

ATTEST:

By Spring L. Lalaba
Deputy

By Donna M. Grindey
Donna Grindey, City Clerk

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
LLOYD W. PELLMAN, County Counsel
County of Los Angeles

APPROVED AS TO FORM:

By Christina A. Salseda
Deputy

By Dave McEwen
Dave McEwen, City Attorney

APPROVED AS TO CONTRACT
ADMINISTRATION:

APPROVED AS TO PROGRAM:

County of Los Angeles
Department of Health Services

County of Los Angeles
Department of Health Services

By [Signature]
Chief, Contracts and Grants
Division

By [Signature]
Deputy Environmental Health

gti:04/18/01
AGRED791.GI

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

Violet Varona-Lukens
VIOLET VARONA-LUKENS
EXECUTIVE OFFICER

ANALYSIS

This ordinance amends Title 8 – Consumer Protection, Business and Wage Regulations, and Title 11 – Health and Safety, to add a public health permit and regulatory framework to enforce health and safety requirements for onsite wastewater treatment systems (OWTS).

The State Water Resources Control Board (SWRCB) has regulatory authority over OWTS. OWTS are septic systems installed on separate parcels of property that are unable to connect to a municipal sewer system. OWTS capture and treat domestic wastewater to reduce its polluting effect on the environment and protect public health. SWRCB has promulgated an OWTS Policy that provides minimum design and siting standards for low risk, new and replacement OWTS. SWRCB allows local agencies to create their own alternative regulatory requirements that meet all OWTS Policy requirements.

In response, the Environmental Health Division of the Department of Public Health (DPH) created its Local Agency Management Program (LAMP) for OWTS. LAMP provides alternate health and safety requirements for OWTS that have been approved by both the Los Angeles Water Board and SWRCB. The LAMP requirements, which will be incorporated into the Los Angeles County Code, will allow DPH to regulate OWTS both within the unincorporated County and within cities that enter into agreements with DPH for OWTS regulation by using a more flexible enforcement scheme that is equally protective of public health as the OWTS Policy.

This ordinance has two regulatory components. It amends Title 8, Chapter 8.04 to include new LAMP permit fees for Conventional OWTS, Non-conventional OWTS, and Sewage/Septage Pumping Vehicle Operators. Further, this ordinance amends Title 11, Division 1, Chapter 11.38, Parts 1 and 3. The ordinance adds definitions to Part 1 of Chapter 11.38 that are needed for DPH's LAMP regulatory requirements. The ordinance also renames Part 3 to Privies, Chemical Toilets, and Cesspools. In Part 3, the ordinance deletes provisions that are out of date, and creates

new requirements for the use and maintenance of privies, chemical toilets, and cesspools.

This ordinance also adds new Parts 5 and 6 to Title 11, Division 1, Chapter 11.38. The new Part 5 adds the new LAMP requirements for DPH's regulation of OWTS, both conventional and non-conventional. These new provisions include plan review, siting, permitting, and operational requirements of OWTS. The new Part 6 adds permitting requirements for Sewage Pumping Vehicles.

This ordinance will be effective in the unincorporated areas, and within the jurisdictions of cities that enter into agreements with the County for the provision of these OWTS inspection services. This action will permit DPH to enforce public health permit requirements for OWTS within those jurisdictions. The County's costs for conducting these regulatory services will be offset by permit fees paid by owners of OWTS.

MARY C. WICKHAM

County Counsel

By 

ROBERT E. RAGLAND
Principal Deputy County Counsel
Health Services Division

RER:rg

Requested: 7/19/18
Revised: 8/30/18

ORDINANCE NO. _____

An ordinance amending Title 8 – Consumer Protection, Business and Wage Regulations, and Title 11 – Health and Safety of the Los Angeles County Code, relating to public health monitoring and enforcement of onsite wastewater treatment systems.

The Board of Supervisors of the County of Los Angeles ordains as follows:

SECTION 1. Section 8.04.420 is hereby amended to read as follows:

8.04.420 ~~Septic tank, cesspool, chemical toilet or sewage seepage-pit cleaning vehicle.~~ Seepage/Sewage Pumping Vehicle.

"~~Septic tank, cesspool, chemical toilet or sewage seepage-pit cleaning vehicle~~" Seepage/sewage pumping vehicle" means any vehicle used in whole or in part for the transportation of septic tank, cesspool, chemical toilet, or sewage seepage-pit cleanings.

SECTION 2. Section 8.04.720 is hereby amended to read as follows:

8.04.720 Fee Schedule.

Business Classification	Permit Fee
Animal food market	\$175.00
...	
<u>Onsite Wastewater Treatment Systems:</u>	
<u>Conventional</u>	<u>\$5.00</u>
<u>Non-Conventional</u>	<u>\$43.00</u>

<u>Seepage/sewage pumping vehicle operator</u>	<u>\$124.00</u>
Personal hawker:	<u>\$224.00</u>
...	

SECTION 3. Section 11.38.015 is hereby added to read as follows:

11.38.015 Average Annual Rainfall.

"Average annual rainfall" means the average annual amount of precipitation for a location over a year as measured by the nearest National Weather Service station for the preceding three decades. For example, the data set used to make a determination in 2016 would be between 1981 – 2010.

SECTION 4. Section 11.38.018 is hereby added to read as follows:

11.38.018 Cesspool.

"Cesspool" means an excavation with permeable sides and/or bottom that receives untreated sewage, wastewater, or drainage and is designed to retain organic matter or solids but permits liquids to seep through the bottom or sides.

SECTION 5. Section 11.38.025 is hereby added to read as follows:

11.38.025 Covenant.

"Covenant" means a written agreement between the property owner and the Director that runs with the land for the benefit of the County, which is recorded and filed with the Los Angeles County Registrar-Recorder/County Clerk.

SECTION 6. Section 11.38.033 is hereby added to read as follows:

11.38.033 Domestic Wastewater.

"Domestic wastewater" means wastewater normally discharged from plumbing fixtures, appliances, and other household devices including toilets, sinks, showers, bathtubs, kitchen sinks, laundry washing machines, dishwashing machines, and garbage disposals. Domestic wastewater includes wastewater normally discharged from commercial buildings such as office buildings, retail stores, and restaurants with a properly sized and functioning grease interceptor where, the wastewater does not exceed nine hundred (900) mg/L Biochemical Oxygen Demand (BOD) or from industrial facilities where domestic wastewater is segregated from industrial wastewater. Domestic wastewater does not include onsite wastewater treatment systems receiving a majority of its wastewater from recreational vehicle (RV) holding tank discharges, such as at RV dump stations.

SECTION 7. Section 11.38.035 is hereby added to read as follows:

11.38.035 Effluent.

"Effluent" means sewage or partially treated sewage flowing out of a septic tank, aerobic treatment unit, dispersal system, or other onsite wastewater treatment system component.

SECTION 8. Section 11.38.042 is hereby added to read as follows:

11.38.042 Failing Onsite Wastewater Treatment System.

"Failing onsite wastewater treatment system" means a conventional or non-conventional onsite wastewater treatment system that is no longer able to safely treat or

discharge wastewater, which may present a health risk to humans or adversely impact the environment. Factors that evidence a failing onsite wastewater treatment system include, but are not limited to:

- A. A backup of sewage into a structure which is caused by a septic tank or dispersal system malfunction other than a plumbing line blockage.
- B. A discharge of sewage or effluent to the ground surface.
- C. A septic tank that requires pumping more than two (2) times within a one hundred eighty (180) day period in order to provide adequate dispersal of sewage.
- D. A structural failure that causes effluent to discharge at a location other than where intended or allows groundwater to infiltrate the system.
- E. A system affects or will likely affect groundwater or surface water to a degree that makes the water unfit for drinking or other domestic uses or causes a human health hazard or other public nuisance condition.
- F. Inability to use the onsite wastewater treatment system as intended.

SECTION 9. Section 11.38.044 is hereby added to read as follows:

11.38.044 Feasibility Report.

"Feasibility report" means the documents, test results, and geological reports required to be prepared and submitted to the Director in order to demonstrate the feasibility of installing an onsite wastewater treatment system or a non-conventional onsite wastewater treatment system, including the entirety of any future expansion area.

SECTION 10. Section 11.38.046 is hereby added to read as follows:

11.38.046 Future Expansion Area.

"Future expansion area" means an area designated and tested as the location for an additional dispersal system capable of handling one hundred (100) percent of the wastewater from the onsite wastewater treatment system once the original dispersal system fails.

SECTION 11. Section 11.38.048 is hereby added to read as follows:

11.38.048 Groundwater.

"Groundwater" means water located below the land surface in the saturated zone of the soil or rock. Groundwater includes perched water tables, shallow water tables, and zones that are seasonally or permanently saturated.

SECTION 12. Section 11.38.052 is hereby added to read as follows:

11.38.052 Impaired Water Body.

"Impaired water body" means those surface water bodies or segments thereof that are identified on a list approved first by the State Water Resources Control Board and then approved by the U.S. Environmental Protection Agency (EPA) pursuant to Section 303(d) of the Federal Clean Water Act.

SECTION 13. Section 11.38.055 is hereby added to read as follows:

11.38.055 Non-Conventional Onsite Wastewater Treatment System (NOWTS).

"Non-conventional onsite wastewater treatment system" or (NOWTS) means an onsite wastewater treatment system that utilizes, in addition to the septic tank, one (1)

or more supplemental treatment components and may include an alternative dispersal system. Supplemental treatment may include systems to reduce the nitrogen concentration of the effluent, provide disinfection of the effluent, or both.

SECTION 14. Section 11.38.075 is hereby added to read as follows:

11.38.075 Onsite Wastewater Treatment System (OWTS).

"Onsite wastewater treatment system" or (OWTS) means a sewage disposal system consisting of a wastewater holding tank and a method to dispose of treated effluent below the ground surface. The term OWTS refers to both conventional and non-conventional onsite wastewater treatment systems.

SECTION 15. Section 11.38.078 is hereby added to read as follows:

11.38.078 OWTS Requirements and Procedures.

"OWTS requirements and procedures" means the required standards and procedures promulgated by the Director for the installation, operation, and discharge of effluent by conventional and non-conventional OWTS.

SECTION 16. Section 11.38.080 is hereby amended to read as follows:

11.38.080 Privy sStructure.

"Privy structure" means a room or compartment constructed over ~~an earth pit,~~ a water tight vault or tank, into which human fecal matter or urine is to be deposited.

SECTION 17. Section 11.38.092 is hereby added to read as follows:

11.38.092 Seepage Pit.

"Seepage pit" means an excavation at least ten (10) feet deep and three (3) to six (6) feet in diameter, typically cylindrical in shape with six (6) inches of rock between

the pit wall and a concrete or brick liner, constructed for the purpose of disposing of sewage effluent from a septic tank or treatment tank.

SECTION 18. Section 11.38.094 is hereby added to read as follows:

11.38.094 Septic Tank.

"Septic tank" means a water tight, compartmentalized, covered receptacle designed for primary treatment of wastewater and constructed to:

- A. Receive wastewater discharged from a building.
- B. Separate settleable solids from liquid.
- C. Digest organic matter by anaerobic bacterial action.
- D. Store digested solids.
- E. Clarify wastewater for further treatment with final subsurface discharge.

SECTION 19. Section 11.38.096 is hereby added to read as follows:

11.38.096 Sewage.

"Sewage" means waste substance, liquid or solid, which contains or may contain human or animal excreta or excrement.

SECTION 20. Section 11.38.098 is hereby added to read as follows:

11.38.098 Telemetric Monitoring.

"Telemetric monitoring" means the ability to automatically measure and transmit OWTS data by wire, radio, or other means.

SECTION 21. Division 1, Part 3 of Chapter 11.38 of the Los Angeles County Code amended to read as follows:

Part 3 Sanitation, Sewage Disposal and Industrial Waste Privies, Chemical Toilets, and Cesspools.

SECTION 22. Section 11.38.450 is hereby deleted in its entirety:

~~11.38.450 Waste-disposal systems—Plan review and permit requirements.~~

~~A.—The Director shall have the authority to review and approve or disapprove all plans and specifications pertaining to sewage and industrial waste disposal systems, and shall have the authority to require the submission of such plans and specifications.~~

~~B.—No person shall construct, install, alter or repair any private sewage disposal system or part thereof without first making application and securing a permit from the Director. Application shall be made on forms provided for that purpose by the Director. All applicable fees, as provided for in Chapter 11.06 of this title, shall be paid at the time of application.~~

SECTION 23. Section 11.38.460 is hereby deleted in its entirety:

~~11.38.460 Location specifications—Water mains and sanitary sewers.~~

~~Beginning with September 25, 1959, the effective date of the ordinance codified herein, the relative location of water mains serving the public, and sanitary sewers, shall be as follows:~~

~~A.—Water mains shall be at a location as far as possible above the elevation of nearby sewers. In the case of pressure water mains, the horizontal distance between such mains and such sanitary sewers shall be at least 10 feet. In the case of gravity water mains, the horizontal distance between such mains and such sanitary sewers shall be at least 25 feet. Where a water main and a sewer line must cross, the water main shall be at an elevation above the sewer and shall be separated from such sewer by at least three feet of undisturbed or compacted earth.~~

~~B.—Where the above requirements cannot be met because of topography or other physical conditions, the materials and joints of both water mains and sewer lines shall be installed in such a manner and shall possess the necessary strength and durability as to prevent the escape of solids, liquids and gases therefrom, under all known adverse conditions such as corrosion, strains due to temperature changes, settlement and superimposed loads.~~

SECTION 24. Section 11.38.470 is hereby deleted in its entirety:

~~**11.38.470** Location specifications Private sewage disposal systems.~~

~~When the installation of private sewage disposal systems is permitted by the provisions of pertinent ordinances, the locations of such systems shall conform to the following table:~~

Location of Sewage Disposal Systems
Minimum Distance in Clear Required From:

House Sewer	Septic Tank	Disposal Field	Seepage Pit or Cesspool	
2 feet	5 feet	8 feet	8 feet	Buildings or structures
Clear	5 feet	5 feet	8 feet	Property line adjoining private property**
50 feet	50 feet	50 feet	100 feet	Water supply wells**
50 feet	50 feet	50 feet	100 feet	Streams**
—	10 feet	10 feet	10 feet	Large trees
—	5 feet	5 feet	12 feet	Seepage pits or cesspools*
—	5 feet	4 feet	5 feet	Disposal field*
1 foot	5 feet	5 feet	5 feet	Domestic water line**
25 feet	25 feet	25 feet	25 feet	Gravity domestic water lines

NOTE:

*— Distribution boxes must be separated from seepage pits or disposal field by at least five feet of tight line.

**— Where special hazards are involved, the distance required may be increased, as may be directed by the Director of public health.

SECTION 25. Section 11.38.490 is hereby amended to read as follows:

11.38.490 Privies—Location ~~r~~Restrictions.

~~It is unlawful to construct, maintain or keep a privy within 35 feet from any residence or dwelling, or other building used for the habitation of human beings.~~ A privy or privy structure shall only be installed in remote public or private recreation areas, where there is no running water or practical means of sewage disposal. Privies shall only be permitted to be installed where they are accessible for servicing by a seepage/sewage pumping vehicle. A privy or privy structure shall not be in close proximity of any food establishments of any kind or character. A privy or privy structure shall not be associated with any residential dwelling. When determined by the Director that necessity for permitted privy or privy structure no longer exists, the Director may revoke the permit. No person shall continue to maintain a privy after the permit for maintenance thereof has been revoked. Whenever any privy or privy structure is to be abandoned or no longer in service, notification shall be provided to the Director, and destruction of the privy or privy structure shall be accomplished in a manner approved by the Director.

SECTION 26. Section 11.38.500 is hereby amended to read as follows:

11.38.500 Privies—Construction ~~s~~Specifications.

It is unlawful to erect or maintain a privy unless a suitable shelter is provided to afford privacy and protection from the elements. The openings of such structure shall be enclosed by metal mosquito-screening. The door thereof shall be so constructed as to close automatically by means of a spring or other device.

The construction of the privy structure shall be such as to exclude all rodents, flies and other insects from the ~~pit~~tank or vault. The privy structure shall be maintained in good repair, in a clean and sanitary condition, and free from flies, other insects and rodents, and shall be properly ventilated. The tank or vault where waste is held shall be made of a water tight material and all seams or joints shall be water tight. The privy structure over the ~~earth~~tank or vault shall completely cover the ~~earth~~tank or vault and shall be mounted on a cement or masonry foundation at least four (4) inches wide and extending at least six (6) inches above and twelve (12) inches below ground level. The ~~earth~~tank or vault shall be at least four (4) feet deep and shall be provided with a vent at least six (6) inches in cross-Sectional dimension, extending from the pit to a point higher than the highest point of the roof. Such vent shall be effectively screened. There shall be an access port to allow cleaning of the tank or vault by a sewage cleaning and carrying vehicle.

SECTION 27. Section 11.38.510 is hereby amended to read as follows:

11.38.510 Privies—Maintenance.

The ~~earth~~tank or vault of a privy shall not be permitted to become filled with excreta nearer than two (2) feet from the surface of the ground. The content of the privy shall be pumped out as needed by a seepage/sewage pumping vehicle permitted by the Director.

SECTION 28. Section 11.38.520 is hereby amended to read as follows:

11.38.520 Privies—Prohibited where—Chemical toilet

restrictions. Earthen Pit Privies and Cesspools – Construction Prohibited

~~No privy shall be maintained where, within a radius of 500 feet therefrom, there is situated either one or more restaurants, itinerant restaurants, food establishments, slaughterhouses, dairy farms, milk depots, milk plants, milk products plants, or five or more residential or commercial establishments of any kind or character, whether such one or more restaurants, itinerant restaurants, food establishments, slaughterhouses, dairy farms, milk depots, milk plants, milk products plants, or five or more residential or commercial establishments of any kind or character are located in the unincorporated territory of the county of Los Angeles or not; provided, however, that where there is no running water or there is no practical means of sewage disposal, or when the operation or maintenance of a water flush toilet would be liable to contaminate or pollute the waters of any stream, water channel, spring, wells, pond, lake, reservoir, infiltration gallery or underground water from which water may be drawn for domestic consumption, a privy or chemical toilet may be maintained. No privy or chemical toilet may be maintained under such circumstances unless a permit therefor shall have been obtained from the Director. Upon ascertaining that the necessity for such permit as herein set forth no longer exists, the Director, shall revoke such permit. No person shall continue to maintain a privy or chemical toilet after the permit for maintenance thereof has been revoked. Whenever any privy pit is abandoned such pit and the material it contains shall be properly treated, and shall be filled with compacted soil at least to~~

~~the original ground level. The construction of new earthen pit privies and cesspools is prohibited. An earthen pit privy or cesspool currently in existence may continue to be used until it is determined that the earthen pit privy or cesspool has failed, is contaminating groundwater, or a building permit is issued to modify the residential structure served by a cesspool in a manner that could increase wastewater flow.~~

SECTION 29. Section 11.38.530 is hereby amended to read as follows:

11.38.530 Privies—Contamination of ~~w~~Water ~~p~~Prohibited.

It is unlawful for any person to construct, maintain or keep a privy in any location in which it may contaminate or pollute any stream, channel, pond, lake, reservoir or any source of water. In no case shall a privy be constructed, maintained, or kept less than ~~50~~one hundred (100) feet from any stream, water channel, spring, or well, and two hundred (200) feet from any pond, lake, reservoir or infiltration gallery ~~unless permission has been first applied for and obtained from the Director as to the type and location of the privy.~~

SECTION 30. Section 11.38.535 is hereby added to read as follows:

11.38.535 Chemical Toilets.

Chemical toilets are intended to serve non-residential, limited use activities, such as field labor operations, special events, and temporary construction sites where connection to the sewer or construction of an OWTS is not practicable. Except for those activities covered under California Occupational Health and Safety requirements or businesses permitted by the Department of Regional Planning to operate under electric transmission lines, the use of chemical toilets at a location for over three (3) days requires a public health permit.

SECTION 31. Part 5, Chapter 11.38 of the Los Angeles County Code is hereby added to read as follows:

Part 5 Requirements for Onsite Wastewater Treatment

Systems.

11.38.700 Discharge of Material or Liquid.

A. No person shall allow sewage, domestic or industrial wastewater, or any matter or substance, offensive, injurious, or dangerous to health, to empty, flow, seep, or drain onto the surface of any land.

B. No person shall allow sewage, treated effluent, or any matter or substance, offensive, injurious, or dangerous, to health to empty, flow, seep, or drain into, or affect any well, spring, stream, river, lake or other waters.

C. A violation of this Section is declared a public nuisance.

11.38.710 OWTS Requirements and Procedures.

The Director shall promulgate the OWTS requirements and procedures within thirty (30) calendar days of the adoption of this ordinance. The OWTS requirements and procedures shall be made available to the public at no charge, upon request. The Director shall review the requirements and procedures a minimum of once every five (5) years and amend the OWTS requirements and procedures as necessary to protect the health of the public and the waters of the State. The Director shall provide notice to the public of any proposed change(s) and provide members of the public an opportunity to comment prior to implementation.

11.38.720 Onsite Wastewater Treatment Systems – Plan Review

and Permit Requirements.

A. The Director shall have the authority to require the submission of any plans and specifications pertaining to or impacting onsite wastewater treatment systems. Such plans include, but are not limited to, subdivision of parcels where a public sewer is not available, building expansion, and the addition of a structure on a parcel of property utilizing an onsite wastewater treatment system.

B. A person proposing to construct, install, alter or repair any onsite wastewater treatment system or part thereof, or a privy structure shall submit an application and receive plan approval from the Director in accordance with the requirements of this Chapter and Title 28, Plumbing Code, including Appendix H, of the Los Angeles County Code and with the OWTS requirements and procedures prior to any work being performed.

C. A person proposing to construct or expand a building or other structure, upon which property an onsite wastewater treatment system or non-conventional onsite wastewater treatment system is installed, shall submit an application and receive a plan approval from the Director. The Director's evaluation of the proposed construction or expansion plan shall determine whether the new building, structure or expansion interferes with the existing onsite wastewater treatment system or any future expansion area required by Los Angeles County Code, Title 28, Plumbing Code.

D. An application shall be made on forms provided for that purpose by the Director. Any required fee shall be paid at the time of application.

E. The Director's approval of an onsite wastewater treatment system plan under this Section is separate from, and does not constitute compliance with, any permit requirements contained elsewhere in this code, including, but not limited to, the requirements under this Title 11 for obtaining a renewable operating permit for NOWTS and any requirements under Title 28, Plumbing Code for obtaining a permit for the construction or installation of an OWTS.

F. All onsite wastewater treatment systems must be installed in accordance with the plans as approved by the Director. Any changes in the installation plans must be reviewed and approved by the Director prior to installation.

G. Any plan approval issued by the Director shall be valid for one (1) year from the date of approval. If a property owner has not obtained a building permit within one year, a property owner may request an extension of the plan approval for up to one (1) additional year. If the property owner has not obtained a building permit within two (2) years, the property owner must submit a new application meeting the requirements of the most recent version of the California Plumbing Code, and pay the required fee.

11.38.730 Restrictions on Use of OWTS when a Public Sewer is Available.

The Director shall not issue a permit for a new onsite wastewater treatment system, approve the repair or replacement of an onsite wastewater treatment system, nor approve a project requiring the evaluation of an existing onsite wastewater treatment system if a public sewer is available within two hundred (200) feet of the building or proposed building.

11.38.740 Limitations on Sub-Divisions without Public Sewer

Available.

Land development projects including Conditional Use Permits (CUP) and parcel sub-division projects where a public sewer is not available and that are proposed after the effective date of this ordinance, shall require the installation of a non-conventional onsite wastewater treatment system if the parcel size is smaller than the allowable density values in the following table for a single family dwelling unit, or its equivalent. The requirement for a NOWTS requires recordation of a covenant through the County Office of the Registrar-Recorder/County Clerk as part of the approval of the CUP or approval of the new parcels.

Average Annual Rainfall (inches/year)	Allowable Density Value (acres/ single family dwelling unit)
0 – 15	2.5
>15 – 20	2
>20 – 25	1.5
>25 – 35	1
>35 – 40	0.75
>40	0.5

11.38.750 Horizontal Setback Requirements.

OWTS shall not be installed in such a manner that any of its components are located within the horizontal setbacks identified in the following table.

Minimum Horizontal Distance in Clear Required From:	Septic Tank	Disposal Field	Seepage Pit
Buildings or Structures ¹	5 feet (1.52 meters)	8 feet (2.44 meters)	8 feet (2.44 meters)
Property line adjoining private property	5 feet (1.52 meters)	5 feet (1.52 meters)	8 feet (2.44 meters)
Public Water Well, Where depth of effluent dispersal system >10 feet ^{7,8}	200 feet (61 meters) ⁸		200 feet (61 meters)
Public Water Well, Where depth of effluent dispersal system ≤10 feet ⁷	150 feet (45.7 meters)	150 feet (45.7 meters)	
Springs, and Flowing Surface Water ^{7,9}	100 feet ⁹ (30.5 meters)	100 feet ^{6,9} (30.5 meters)	150 feet ^{6,9} (45.7 meters)
Vernal Pools, Wetlands, Lakes, Ponds, or Other (Non-Flowing) Surface Water Bodies ^{7,10}	200 feet ¹⁰ (61 meters)	200 feet ^{6,10} (61 meters)	200 feet ^{6,10} (61 meters)

Seepage pits	5 feet (1.52 meters)	5 feet (1.52 meters)	12 feet (3.66 meters)
Disposal field	5 feet (1.52 meters)	4 feet ⁴ (1.22 meters)	5 feet (1.52 meters)
On site domestic water service line	5 feet (1.52 meters)	5 feet (1.52 meters)	5 feet (1.52 meters)
Distribution box		5 feet (1.52 meters)	5 feet (1.52 meters)
Pressure public water main	10 feet (3.05 meters)	10 feet (3.05 meters)	10 feet (3.05 meters)
Private Water Wells ⁷	100 feet (30.5 meters)	100 feet (30.5 meters)	150 feet (45.72 meters)
Monitoring wells ¹¹	100 feet (30.5 meters)	100 feet (30.5 meters)	100 feet (30.5 meters)
Unstable Land Mass or Areas Subject to Earth Slides ¹²	100 feet (30.5 meters)	100 feet (30.5 meters)	100 feet (30.5 meters)
High Water Mark of Reservoir, Lake, or Flowing Water Body, Type I ¹³	400 feet (122 meters)	400 feet (122 meters)	400 feet (122 meters)

High Water Mark of Reservoir, Lake, or Flowing Water Body, Type II ¹⁴	200 feet (61 meters)	200 feet (61 meters)	200 feet (61 meters)
Trunk of any tree ¹⁵	10 feet (3.05 meters)	10 feet (3.05 meters)	10 feet (3.05 meters)

***Notes:**

When disposal fields and/or seepage pits are installed in sloping ground, the minimum horizontal distance between any part of the leaching system and ground surface shall be fifteen (15) feet (4.57 meters).

1. Including decks, patios, porches and steps, whether covered or uncovered, breezeways, roofed porte-cocheres, roofed patios, carports, covered walks, covered driveways, and similar structures or appurtenances.
2. Reserved.
3. Reserved.
4. Plus two (2) feet (.61m) for each additional one (1) foot (.305 meters) of depth in excess of one (1) foot (.305 meters) below the bottom of the drain line. (See also Section K 6 in Appendix K of the Plumbing Code.)
5. Reserved.
6. These minimum clear horizontal distances shall also apply between disposal field, seepage pits, and the ocean mean higher high tide line.

7. Where special hazards are involved, the distance required shall be increased as may be directed by the authority having jurisdiction.
8. If the depth of the effluent dispersal system exceeds twenty (20) feet (6.1 meters) and is within six hundred (600) feet (182.88 meters) of a public water well, the setback must be such that there is at least two-year travel time for microbiological contaminants.
9. Includes springs and flowing surface water bodies where the edge of that water body is the natural or levied bank for creeks and rivers, or may be less where site conditions prevent migration of wastewater to the water body.
10. Distance from vernal pools, wetlands, lakes, ponds, or other surface water bodies where the edge of that water body is the high water mark for lakes and reservoirs, and the mean high tide line for tidally influenced water bodies.
11. Where regulatory or legitimate data requirements necessitate, the required distance to monitoring wells may be decreased as may be directed by the authority having jurisdiction. If the monitoring well is installed to monitor the groundwater at the waste effluent discharge, the setbacks do not apply.
12. Unstable land mass or areas subject to earth slides shall be identified by a registered engineer or registered geologist; other setback distances are allowed, if recommended by a geotechnical report prepared by a qualified professional.
13. Four hundred (400) feet (121.92 meters) from the high water mark of a reservoir, lake, or flowing water body when the effluent dispersal system is within one thousand two hundred (1,200) feet (365.76 meters) from a public water systems'

surface water intake point, within the catchment of the drainage, and located such that it may impact water quality at the intake point such as upstream of the intake point for flowing water bodies.

14. Two hundred (200) feet (60.96 meters) from the high water mark of a reservoir, lake, or flowing water body when the effluent dispersal system is located more than one thousand two hundred (1,200) feet (365.76 meters) but less than two thousand five hundred (2,500) feet (762 meters) from a public water systems' surface water intake point, within the catchment of the drainage, and located such that it may impact water quality at the intake point such as upstream of the intake point for flowing water bodies.

15. For oak trees, this requirement extends to five (5) feet (1.52m) outside of the drip line or fifteen (15) feet (4.57 meters) from the trunk, whichever is greater.

In the event of inconsistencies between the setback requirements specified in the Los Angeles County Plumbing Code, Title 28, Appendix H, the California Well Standards, and Chapter 38, Part 2 of this code, the more restrictive requirements shall prevail.

11.38.760 Requirements for Soil Depth and Vertical Distance to Groundwater.

A. A conventional OWTS shall have a minimum five (5) feet of natural undisturbed soil, excluding bedrock, below the bottom of a leach line, leach bed, or infiltrative chamber.

B. A conventional OWTS shall have a minimum five (5) feet of separation from the bottom of the leach line, leach bed, or infiltrative chamber and the highest known groundwater level if the percolation rate is five (5) minutes per inch to sixty (60) minutes per inch.

C. A conventional OWTS shall have a minimum of twenty (20) feet of vertical separation from the bottom of the leach line, leach bed, or infiltrative chamber and the highest known groundwater if the percolation rate is greater than one (1) minute per inch but less than five (5) minutes per inch.

D. A NOWTS shall have a minimum of three (3) feet of natural undisturbed soil, excluding bedrock, below the bottom of the leach line, leach bed, or infiltrative chamber.

E. A NOWTS shall have a minimum of two (2) feet of separation from the bottom of the leach line, leach bed, or infiltrative chamber and the highest known groundwater level, except in areas near impaired water bodies where the minimum distance shall be three (3) feet.

F. Any OWTS utilizing a seepage pit shall have a minimum separation of ten (10) feet from the bottom of the pit to the highest known groundwater.

11.38.770 Structural Requirements for Septic Tanks.

It shall be unlawful to install a septic tank in a manner that does not comply with the following requirements:

A. All new or replacement tanks shall be approved by the International Association of Plumbing and Mechanical Officers (IAPMO) or stamped and certified by

a California registered civil engineer as meeting industry standards and installation shall be accomplished to the manufacturer's recommendations.

B. New and replacement tanks on conventional OWTS shall be equipped with an effluent filter to prevent solids in excess of 3/16th of an inch from passing to the dispersal area. Septic tanks that use a National Sanitation Foundation/American National Standards Institute (NSF/ANSI) Standard forty-six (46) effluent filter shall be deemed in compliance with this requirement.

C. All joints between the septic tank and its components shall be watertight and constructed of solid, durable materials to prevent excessive corrosion or decay.

D. The invert level of the inlet pipe shall be at least two inches higher than the invert level of the outlet pipe.

E. All septic tank access points shall have watertight risers the tops of which are set not more than six (6) inches below grade. Access openings at grade or above shall be locked or secured to prevent unauthorized access.

11.38.780 OWTS Utilizing Pumps to Move Effluent.

OWTS that utilize pumps to move effluent to the septic tank or from the septic tank to the dispersal system shall:

A. Be equipped with a visual, audible, or telemetric alarm that alerts the owner or service provider in the event of pump failure.

B. Provide sufficient additional storage space in the second compartment of the septic tank or pump chamber during a twenty-four (24) hour power outage or pump failure and shall not allow an emergency overflow discharge. The capacity for the

storage space shall be equal to 60 – 75 percent of the interior capacity of the pipes to be dosed.

11.38.790 Percolation Rates for Dispersal Fields.

As an alternative to the percolation rates required in Appendix H of Los Angeles County Code, Title 28 (Plumbing Code), proposed OWTS utilizing a leach bed, leach field, or infiltrative chamber may report percolation test results as Minutes Per Inch (MPI). Percolation rates in MPI shall be either:

- A. In the range between five (5) MPI and sixty (60) MPI for use with a conventional OWTS.
- B. In the range between one (1) MPI and 4.9 MPI with a separation between the bottom on the dispersal system and groundwater of at least twenty (20) feet.

11.38.800 Interconnection of Dispersal Systems.

Upon installation of a new dispersal system, the new system shall be interconnected with the existing system with an approved flow diversion device to allow for the alternating use of the two dispersal systems.

11.38.810 Prohibition on the Use of Seepage Pits for New Construction.

- A. The use of a seepage pit is prohibited for use with construction of onsite wastewater treatment systems for new buildings with applications submitted after the effective date of this ordinance, unless the system is equipped with additional treatment that meets the requirements of a NOWTS.

B. Notwithstanding Section A, the use of a seepage pit in conjunction with a conventional OWTS is permitted for new construction for single unit dwellings with four (4) or fewer bedrooms.

11.38.820 Evidence of a Failing OWTS.

Whenever the Director is made aware that an OWTS is at risk of failing, the Director shall send a letter directing the property owner to have the system evaluated by a qualified contractor within seven (7) calendar days to determine whether the system must be repaired or replaced. If the evaluation reveals that the system requires repair or replacement the property owner shall:

A. Prevent any further discharges of sewage by having the system pumped by a sewage pumper truck at a frequency that will prevent overflow.

B. Follow any directive issued by the Director that is necessary to protect groundwater or prevent surfacing of sewage effluent.

C. Complete all repairs within a time determined by the Director.

11.38.830 When a NOWTS is Required.

A. A NOWTS is required to be installed for new construction when any of the following conditions exist:

1. The percolation rate is faster than 5.12 gallons per square foot per day for a replacement seepage pit.

2. A seepage pit is proposed for installation at a new building other than a single unit dwelling with four (4) or fewer bedrooms.

3. The percolation rate for a leach field or leach bed system is faster than one (1) MPI or greater than one (1) MPI but less than 4.9 MPI and groundwater is within twenty (20) feet of the bottom of the dispersal system for a new or replacement OWTS.

4. There is less than five (5) feet but at least two (2) feet of continuous, natural, undisturbed soil beneath a dispersal system.

5. The property of the proposed system is within six hundred (600) feet of an impaired water body that is listed for pathogens or nitrogen and no established Total Maximum Daily Load (TMDL) for that water body is present.

6. The property of the proposed system is within the area defined by an Advanced Protection Management Program (APMP) established by a TMDL implementation plan.

B. A NOWTS proposed to be installed in the areas of the Antelope Valley within the jurisdiction of the Lahontan Regional Water Quality Control Board (LRWQCB) shall not be required to include a disinfection system.

C. In addition to the circumstances listed in A above, the Director may require the installation of a NOWTS as a condition of a variance to setback requirements for repair of a failed existing system. All variances shall comply with the OWTS requirements and procedures to the maximum extent possible.

11.38.840 Minimum Conditions for Authorization to Install a

NOWTS.

All NOWTS shall meet the following minimum conditions:

A. The system shall be certified by an agency accredited by the American National Standards Institute (ANSI) as meeting the National Sanitation Foundation (NSF) Standard two hundred forty-five (245) or the system shall be approved by the Director after completing a demonstration test described in the OWTS requirements and procedures.

B. NOWTS requiring a disinfection system, shall be certified by an ANSI accredited agency as meeting NSF Standard forty-six (46) for disinfection devices.

C. The septic tank shall be part of the NSF certified system, certified by the IAPMO, or evaluated by the local plumbing official and determined to be Plumbing Code equivalent.

D. The NOWTS shall be equipped with a visual or audible alarm as well as a telemetric alarm that notifies the owner and the service provider of the NOWTS in the event of system malfunction. If the property requiring an NOWTS is in a location where telemetric monitoring is not possible, more frequent physical inspections are required per Section 11.38.880.

E. The owner shall record a covenant against the title of the property meeting the requirements of Section 11.38.890.

F. The owner, prior to approval of the NOWTS, shall enter into and maintain in effect at all times throughout the operational life of the system, a contract signed by

both the property owner and a service provider certified by the components' manufacturer. The contract shall include:

1. Telemetric monitoring of the system for component failures or quarterly inspections of the disinfection system when telemetric monitoring is not available.
2. Annual inspections of the system or more frequent routine maintenance as recommended by the manufacturer when telemetric monitoring is available.
3. Any required sampling of influent and effluent based on the system type, age, and location.

G. The Director may, at any reasonable time, require samples to be taken from the NOWTS while a department representative and/or a contractor or agent of the department is present.

11.38.850 Performance Standards for NOWTS.

A. All NOWTS shall be designed to produce effluent that meets the following criteria:

1. Total Suspended Solids of less than thirty (30) mg.
2. Biological Oxygen Demand five (5) day average (BOD₅) of less than thirty (30) mg/l.
3. PH not less than 6.0 or greater than 9.0.

B. NOWTS treatment of nitrogen must result in a fifty (50) percent reduction in Total Nitrogen.

C. NOWTS provide disinfection that does not exceed a fecal coliform content of two hundred (200) per one hundred (100) milliliters using the Most Probable Number (MPN) analytical method with a minimum detection limit of 2.2 MPN.

11.38.860 NOWTS Permit.

A. A permit shall be issued by the Director for the operation of a NOWTS upon the approval of the system. A permit shall be valid for the location, type of system, and conditions of the approval, unless suspended or revoked by the Director.

B. The permit fee shall be collected in accordance with Los Angeles County Code Title 8, Sections 8.04.950 – 8.04.995.

C. A permit may be suspended or revoked by the Director for the following reasons:

1. The NOWTS is contributing to the contamination of groundwater, surface water, or resulting in the surfacing of effluent, and the owner has not returned the NOWTS to operating condition within the time required by the Director.

2. The owner does not submit records of maintenance inspections or results of effluent testing as required by this ordinance within the time required by the Director.

D. It shall be a violation of this code to operate a NOWTS for which the permit has been suspended or revoked.

E. The owner of the NOWTS shall make the system available within five (5) calendar days for inspection upon notice by the department.

11.38.870 Maintenance Required and Reporting Results.

A. The property owner shall have the NOWTS inspected and serviced at the rate set by the manufacturer as set forth in the manufacturer's operation and maintenance manual or at least annually, by a service provider certified by the manufacturer.

B. If the property is located in an area where telemetric monitoring is not possible, the property owner shall cause the NOWTS to be inspected monthly by the NOWTS owner as directed and instructed by a NOWTS service provider, and quarterly by the NOWTS service provider, in order to determine whether the NOWTS is operating as required.

C. The service provider shall submit copies of all inspection and maintenance reports to the Director within thirty (30) days of any inspection or maintenance of the NOWTS.

11.38.880 Influent and Effluent Testing and Reporting

Requirements.

Owners of NOWTS shall have their maintenance service provider collect and submit samples for laboratory testing of influent and effluent to determine if the system meets the performance standards specified in Section 11.38.850. The frequency of this sampling shall comply with the following table.

Type of System	When Testing is Required
All NOWTS	After completions of repairs (Within seven (7) days)

NOWTS installed in within six hundred (600) feet of a water body impaired for pathogenic bacteria or in response to a TMDL for bacteria	Annually with telemetric monitoring or Quarterly without telemetric monitoring
NOWTS larger than a single family residence located in the Antelope Valley	Annually

The service provider shall submit a copy of the laboratory analysis of effluent testing to the Director within thirty (30) days of the date the results are provided to the owner or service provider by the laboratory.

11.38.890 Covenant.

- A. The approval of a NOWTS for a future expansion area requires recordation of a covenant through the County office of the Registrar-Recorder/County Clerk.
- B. The installation of a NOWTS requires recordation of a covenant through the County Office of the Registrar-Recorder/County Clerk.
- C. The covenant shall inform all future prospective owners of the property of the following:
 - 1. A NOWTS is installed on the property.
 - 2. Operation and maintenance of the NOWTS is required to comply with State and local laws.

3. A service agreement for maintenance and monitoring is required at all times with an approved servicing company.

4. The Director must be notified in writing within thirty (30) days of a change of servicing company.

5. Maintenance records and effluent testing results must be submitted to the Director within thirty (30) days of annual servicing.

6. The owner is required to repair the system and conduct effluent testing of the system if inspection reveals that it is not in compliance with State or local laws.

7. The owner is required to replace the NOWTS at their own expense if it cannot be repaired to be in compliance.

8. The owner agrees to allow inspection of the NOWTS within five (5) calendar days, upon notice by the Director, absent an emergency.

SECTION 32. Part 6, of Chapter 11.38 of the Los Angeles County Code is hereby added to read as follows:

Part 6 Sewage Pumping Vehicles

11.38.900 Seepage/Sewage Pumping Vehicle Operator.

An operator of a seepage/sewage pumping vehicle is required to register with the local jurisdiction as per California Health and Safety Code Sections 117400-117450. A public health license shall be issued to the owner of a seepage/sewage pumping vehicle when that person has demonstrated that either the owner or an employee of the owner has adequate knowledge to train other employees as described in Section 11.38.910.

A change of address of the owner including a member of a partnership that is registered and of the place of business thereof shall be reported in writing by the owner to the Director within two (2) days after the change of address.

11.38.910 Adequate Knowledge.

A public health license shall only be issued after the applicant or his or her representative submits demonstrates adequate knowledge of the following topics:

A. Knowledge of the equipment to be used.

B. The applicant's knowledge of sanitary principles and of the laws and ordinances affecting human health or nuisances, including the factors that evidence a failing OWTS and appropriate locations for disposal of septage. Proper use of personal protective equipment.

C. Clean up of spills or discharges of sewage from failed plumbing systems.

Knowledge may be demonstrated by submitting curriculum for the training of new staff to the Director for approval, completion of a training course from a professional organization, such as the California Onsite Water Association (COWA), or an approved public entity or an online course acceptable to the Director. The individual receiving the training shall be designated as the trainer for his or her organization. The applicant shall maintain a trainer as part of the organization. If the trainer leaves the organization, it has ninety (90) days to obtain a new trainer.

The owner shall be responsible for ensuring that employees responsible for the clean out of septic tanks, chemical toilets, cesspools and sewage seepage pits are properly trained before they work independently, and get trained annually thereafter.

The owner shall have available for the Director upon request the name of the trainer and records of the employee's annual trainings.

11.38.920 Required for Seepage/Sewage Pumping Vehicle.

No person shall operate a sewage pumping vehicle without first making application and securing a license from the Director.

11.38.930 Application and Issuance Conditions

A. Applications for seepage/sewage pumping vehicles shall be made on forms provided for that purpose by the Director. All applicable fees, shall be paid at the time of the application.

B. The application shall include the Vehicle Identification Number (VIN), the year and make of vehicle, the vehicle license number, the tank capacity, the owner information, the location where the vehicle shall be stored, and any other data required by the Director.

C. Upon receipt of an application, the Director shall make an inspection of the seepage/sewage pumping vehicle. If the applicant has complied with all applicable laws and regulations, and the vehicle meets the requirements of the inspection, the Director shall approve the application, and issue an annual license.

11.38.940 Suspension and Revocation of License.

The Director may suspend or revoke the license of an operator of one (1) or more seepage/sewage pumping vehicles or the license of an individual seepage/sewage pumping vehicle.

The Director may suspend or revoke a license issued to an operator of one (1) or more sewage pumping vehicle for any of the following violations:

- A. Discharge of sewage or the contents of one (1) or more trucks in a location other than one approved by the Director.
- B. Failure to submit quarterly reports identifying all of the locations serviced and where the contents of the truck were discharged.
- C. Failure to report locations that evidence conditions of a failing OWTS, a cesspool, or an earthen pit privy.

The Director may suspend or revoke a license issued to a sewage pumping vehicle for violations of this code, including, leakage of sewage from the tank, valves, piping, or other equipment that may discharge to the ground surface.

11.38.950 Identification of Vehicle.

Seepage/Sewage pumping vehicles shall be identified with the business name, City, State, Zip Code and phone number on both sides of vehicle. The business name shall be in letters and numbers at least three (3) inches in height, additional information shall be at least one (1) inch in height and all letters and numbers shall be of a color contrasting to the vehicle. The public health registration number shall be located on the rear of the vehicle in letters and numbers at least three (3) inches high and of a color contrasting to the vehicle.

11.38.960 Construction of Seepage/Sewage Cleaning Vehicle.

A seepage/sewage pumping vehicle shall be constructed and maintained at all times with the following components in good working order:

- A. A water tight tank, valves, piping, pumps and equipment maintained free from leakage.
- B. A hose for flushing contaminated areas.
- C. A quick release valve on the discharge outlet.
- D. A metal sleeve or other suitable device provided to reach from discharge outlet to manhole.
- E. Tight fitting covers for tank openings.

11.38.970 Seepage/Sewage Pumping Vehicle Operation

Requirements.

- A. All contents of the sewage holding tank shall be deposited in an approved County Sanitation District location or at a location approved by the Director.
- B. Personal protective equipment including gloves, goggles, and boots shall be provided to all employees working with sewage or septage.
- C. A sewage spill kit shall be maintained on the vehicle for use in cleaning-up any sewage spills. The sewage spill kit shall contain at a minimum:
 - 1. Containment barriers to prevent the spill from entering a storm drain.
 - 2. Absorbent material.
 - 3. A shovel.
 - 4. Garbage bags.
 - 5. Liquid disinfectant and powdered lime.
- D. The vehicle registration shall be maintained on the vehicle.

E. The vehicle exterior shall be maintained free of sewage or other waste material.

11.38.980 Seepage/Sewage Pumping Vehicle Service Reports.

A. Seepage/sewage pumping vehicles are required to file with the Director a quarterly report specifying all of the following:

1. The name and address of the owner or tenant of each and every one of the premises where a septic tank, cesspool, or sewage seepage pit has been cleaned out by the registrant, his or her employees, or by others on his or her behalf and the date of each cleaning.

2. The location where the cleanings are disposed of.

3. Discharges of waste that may result in violation of laws or ordinances required to be known by the registrant pursuant to Health and Safety Code Section 117420.

B. OWTS showing symptoms of failure must be reported to the Director within twenty-four (24) hours of pumping. Factors evidencing a failing OWTS are identified in Section 11.38.042.

[804420RRCC]

STAFF REPORT
City of Lancaster

CC 22
12/11/18
MVB

Date: December 11, 2018

To: Mayor Parris and City Council Members

From: Mark V. Bozigian, City Manager
Kathleen Abaied, Human Resources Manager

Subject: **Amendment to the Compensation Schedule for Assistant City Manager**

Recommendation:

Adopt **Resolution No. 18-57**, amending Resolution 14-64, establishing the compensation schedule for Assistant City Manager.

Fiscal Impact:

None for this action.

Background:

Routine maintenance of the class and compensation program. Staff recommends that the City Council approve this action.

Attachment:

Resolution No. 18-57

RESOLUTION NO. 18-57

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, CALIFORNIA, AMENDING RESOLUTION 14-64, ESTABLISHING THE COMPENSATION SCHEDULE FOR ASSISTANT CITY MANAGER

WHEREAS, the City Council is desirous of amending the Compensation Schedule for various classifications of employees of the City.

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

Section 1. A Compensation Schedule is hereby established for employees of the City of Lancaster in any of the adopted Classifications.

Section 2. The pay rate for the following Executive Management class is established in the Compensation Schedule as follows:

<u>Class Title</u>	<u>Effective</u> <u>07/18</u> <u>Salary (Approximate Monthly)</u>
Assistant City Manager	\$12,370 - \$18,555

Section 3. Continuation of Basic Benefits. All other existing benefits for General, Professional/Supervisory, Mid-Management and Executive Management employees not conflicting with the above changes shall remain in effect until changed by the City through appropriate City Council action.

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

PASSED, APPROVED, and ADOPTED this 11th day of December, 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 OF LANCASTER

I, _____, _____ City of Lancaster, California, do hereby certify that this is a true and correct copy of the original Resolution No. 18-57, for which the original is on file in my office.

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

(seal)

STAFF REPORT
City of Lancaster

NB 1
12/11/18
MVB

Date: December 11, 2018

To: Mayor Parris and City Council Members

From: Mark V. Bozigian, City Manager
Jason Caudle, Deputy City Manager

Subject: **Direct Staff to Engage and Manage a Qualified Consultant Firm to Develop Options for a Hybrid Law Enforcement Model for the City of Lancaster and the Los Angeles County Sheriff's Department to Provide Law Enforcement and Law Enforcement-Related Services throughout the City in a Strategic and Coordinated Manner and Return to the City Council within 90 Days with a Report detailing such Options**

Recommendation:

Direct staff to engage and manage a qualified consultant firm to develop options for a Hybrid Law Enforcement Model for the City of Lancaster and the Los Angeles County Sheriff's Department (LASD) to provide Law Enforcement and Law Enforcement-Related Services throughout the City in a strategic and coordinated manner and return to the City Council within 90 days with a report detailing such options.

Fiscal Impact:

The cost of this consultant engagement is estimated not to exceed \$100,000 and will be funded through the adopted FY 2018-2019 City Budget for Public Safety.

Background:

Since its incorporation in 1977, the residents of Lancaster have paid for and benefited from world-class law enforcement services provided by Deputies of the Los Angeles County Sheriff's Department. That is a trusted relationship which the City of Lancaster has continued uninterrupted for 41 years and wishes to enhance.

The nature of law enforcement, community concerns and issues, and societal challenges have changed in Lancaster and Los Angeles County over the past 41 years. Further, law enforcement costs have risen dramatically, and a multitude of new laws, policies, and judicial decisions have significantly impacted, and in many cases, restricted the manner and ability of the City and LASD to provide effective law enforcement and quality of life services to the City. This, coupled with the accelerated pace of technological advancements and options in law enforcement, demand that Lancaster look at opportunities to enhance, lead, and increase resident and business services in the field of municipal public safety.

It is recommended that the City Council direct staff to engage and manage a qualified consultant firm to develop options for a Hybrid Law Enforcement Model for the City and LASD to provide Law Enforcement and Law Enforcement-Related Services throughout the City in a strategic and coordinated manner. Staff should return to the Council within 90 days with a report detailing options for Council consideration. In addition to options, the report should address financial considerations; detail services that could be provided by the City or LASD or both; LASD and City staffing and reporting considerations, including the possible creation and reporting relationships of a City Chief of Police position; possible recruitment strategies for City positions; and other items as necessary.

SURPLUS GROUNDWATER AGREEMENT

This Surplus Groundwater Brokerage Agreement (“Agreement”) is dated _____ and is between County Sanitation District No. 14 of Los Angeles County, a county sanitation district organized and existing under the County Sanitation District Act, Health and Safety Code Section 4700 *et seq.*, (the “District”) and the City of Lancaster, a California charter city (the “City”). The District and the City are collectively referred to in this Agreement as the “Parties.”

In December 2015, the Los Angeles County Superior Court entered judgment in the consolidated Antelope Valley Groundwater Cases, Judicial Council Coordinated Proceeding No. 4408 (“Judgment”). Under the Judgment, the District and County Sanitation District No. 20 of Los Angeles County (“District No. 20”) were granted certain joint rights, subject to conditions set by the Judgment, to pump a defined amount of groundwater from the Antelope Valley Adjudicated Area, in which both the District and District No. 20 are located. The District and District No. 20 intend to enter into a *Groundwater Allocation Agreement* (“Allocation Agreement”), in which the District and District No. 20 will allocate between themselves of the rights to the groundwater granted by the Judgment.

The District and the City intend by this Agreement to provide for the City to facilitate the lease, sale or transfer, subject to all conditions of the Judgment, of certain groundwater rights allocated to the District under the Allocation Agreement that are in excess of the amount of groundwater necessary for the operation and maintenance of the District’s facilities and any other legal obligations of the District (“Surplus Groundwater Rights”).

The Parties therefore agree as follows:

1. Determination of Surplus Groundwater Rights. The District’s Board of Directors (“Board”) shall, by January 1 of each year after the year in which this Agreement becomes effective, review the District’s existing and projected groundwater demands and determine the amount of Surplus Groundwater Rights from the District’s allocated amount that will be available for potential sale, lease or transfer during that calendar year. If, by January 1 of each year after the Effective Date, the Board has not determined the amount of the District’s Surplus Groundwater Rights for that calendar year, then the District’s Chief Engineer and General Manager (“Chief Engineer”) shall make that determination by January 15 of that year, and shall report that determination to the Board at its next meeting.

2. Surplus Groundwater Rights Notice. No later than January 31 of each year, the District shall notify the City in writing of the amount of the Surplus Groundwater Rights available for potential sale, lease or transfer during that calendar year (“Surplus Rights Notice”). The Surplus Rights Notice shall identify the portion of the Surplus Groundwater Rights that are proportional to the number of capacity units in the District’s sewerage system that are within the jurisdictional boundaries of the City (“City Portion”). The Surplus Rights Notice will be valid until superseded by the following year’s Surplus Rights Notice or until the District otherwise notifies the City in writing.

3. Carryover. The District shall hold for Carryover, as the term is defined in the Judgment, pursuant to the Judgment any Surplus Groundwater Rights pending potential City-brokered purchases, leases or transfers. If the City does not exercise its brokerage rights for any Surplus Groundwater Rights within the time limit specified in the Judgment for Carryover, the District will enter into a storage agreement with the Watermaster for any unused Carryover water. During the pendency of any transaction by the City, the District will continue to manage its rights to best protect the rights of the District. This would include, without limitation, the use of Carryover rights or conversion of Carryover rights to storage rights.

4. City's Brokerage Rights. After receipt of the District's Surplus Rights Notice, the City, as a broker on behalf of the District, may seek potential purchasers, lessees or other transferees of all or a part of the City Portion of Surplus Groundwater Rights identified in the Surplus Rights Notice at or above Fair Market Value (as defined below). City will have the exclusive right for the duration of this Agreement to solicit buyers, lessees, or transferees of the all or any part of the Surplus Groundwater Rights, and shall use its best efforts to generate multiple offers and obtain the highest value for any sale, lease or transfer of the City Portion of the Surplus Groundwater Rights but under no condition will the value be less than Fair Market Value. The City shall transmit to the District each offer and shall notify the District which offer the City recommends to the District to accept for the purchase, lease or transfer of all or any part of the Surplus Groundwater Rights. The City shall bear all costs associated with its brokering of the Surplus Groundwater Rights on behalf of the District, and the City will not be entitled to any brokerage fee or commission in connection with the brokerage activities. The City may, at its sole and absolute discretion, agree to supplement any purchase, lease or transfer offer(s) to cause such offer(s) to meet the then-current Fair Market Value determined pursuant to paragraph 5, below.

5. Determination of Fair Market Value. By January 31 of each year, the District shall retain the services of a qualified independent appraiser to provide a report on the Fair Market Value of the brokered Surplus Groundwater Rights. Fair Market Value will be determined by (i) the Sales Comparison Approach, or (ii) such other commonly accepted method used by professional appraisers with respect to water rights and accepted by the Chief Engineer in his or her reasonable discretion. The appraisal method utilized and Fair Market Value determination must take into account any transactions completed under this Agreement. The appraisal report will be completed by March 31 of each year. The Fair Market Value will be in effect from April 1 through March 31 of the following year.

6. District's Consideration of Offers Presented by City. The Board shall determine, for each of the offers for all or a portion of the Surplus Groundwater Rights, whether each such offer is for at or above the Fair Market Value for the Surplus Groundwater Rights being sold, leased or transferred by the District. If the Board finds that an offer is at least equal to the Fair Market Value determined pursuant to paragraph 5 above, then the Board will approve the sale, lease or transfer of the Surplus Groundwater Rights offered in an agreement, the form of which will be determined by the Parties and/or their designees. Any such sale, lease or transfer is subject to compliance with all applicable provisions of the Judgment and any rules and regulations applicable to such transactions enacted by the Watermaster for the Antelope Valley Adjudicated Area. All such transactions are also subject to prior approval by the Watermaster.

7. Mechanics of Water Transfer. The District will seek Watermaster approval of any sale, lease or transfer of Surplus Groundwater Rights. Any attempted sale, lease, or transfer that is not approved by the Watermaster will be void.

8. Revenues from Sale, Lease or Transfer of Surplus Groundwater Rights. All revenues from the sale, lease or transfer of Surplus Groundwater Rights will be paid to and will be for the benefit of the District.

9. Legal or Regulatory Proceedings to Challenge Sale, Lease or Transfer of Surplus Groundwater Rights. If any legal or regulatory proceeding is brought to challenge any sale, lease or transfer of Surplus Groundwater Rights provided for under this Agreement, including under the California Environmental Quality Act, Public Resources Code, Division 13, then the City shall indemnify and defend the District in and with respect to any such proceeding except to the extent such legal or regulatory proceeding arises from alleged intentional acts by the District, its employee(s) or agent(s) other than the City.

10. Notice. Any notice, payment, or instrument required or permitted to be given under this Agreement will be deemed received upon a signed receipt of personal delivery or 72 hours after deposit in any United States Post Office, registered or certified, postage prepaid and addressed to the Party for whom intended, as follows:

TO THE DISTRICT:

Grace Robinson Hyde
Chief Engineer and General Manager
County Sanitation Districts of Los Angeles County

If by U.S. Mail:
Post Office Box 4998
Whittier, CA 90607-4998

If by Personal or Overnight Delivery
1955 Workman Mill Road
Whittier, CA 90601

TO THE CITY:

City Manager
City of Lancaster
44933 Fern Avenue
Lancaster, CA 93534

11. Venue. If any dispute arises between the Parties arising from this Agreement, venue for any action relating to this Agreement will be in the Stanley Mosk Courthouse, County of Los Angeles, State of California.

12. Duration. This Agreement terminates three years after the Effective Date.

13. Effectiveness. The effectiveness of this Agreement is contingent upon the District and District No. 20 entering into an Allocation Agreement in which the District and District No. 20 allocate between themselves of the rights to the groundwater granted by the Judgment. The "Effective Date" of this Agreement will be the later of the last date of signature on this Agreement, or the effective date of the Allocation Agreement.

The Parties are signing this Agreement as of the dates indicated below.

**COUNTY SANITATION DISTRICT NO. 14
OF LOS ANGELES COUNTY**

By: 
Chairperson, Board of Directors

Date: 11/13/2018

ATTEST:


Secretary to the Board

APPROVED AS TO FORM:

Lewis Brisbois Bisgaard & Smith, LLP

By: 
District Counsel

CITY OF LANCASTER

By: _____
R. Rex Parris, Mayor

Date: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

STAFF REPORT

City of Lancaster

NB 2
12/11/18
MVB

Date: December 11, 2018

To: Mayor Parris and City Council Members

From: Jason Caudle, Deputy City Manager

Subject: **Surplus Water Agreement with County Sanitation District 14**

Recommendation:

Approve a Surplus Water Agreement with County Sanitation District 14 (“The District”).

Fiscal Impact:

None at this time.

Background:

In December 2015, the Los Angeles County Superior Court entered judgement in the consolidated Antelope Valley Groundwater Cases, Judicial Council Coordinated Proceeding No. 4408. Under the Judgement, the District and County Sanitation District No. 20 of Los Angeles County were granted certain joint rights, subject to conditions set by the Judgement to pump a defined amount of groundwater from the Antelope Valley Adjudicated Area, in which District 14 and District 20 are located. District 14 and District 20 will enter into a Groundwater Allocation Agreement in which the Districts will allocate between themselves the rights to the groundwater granted to them by the Judgment.

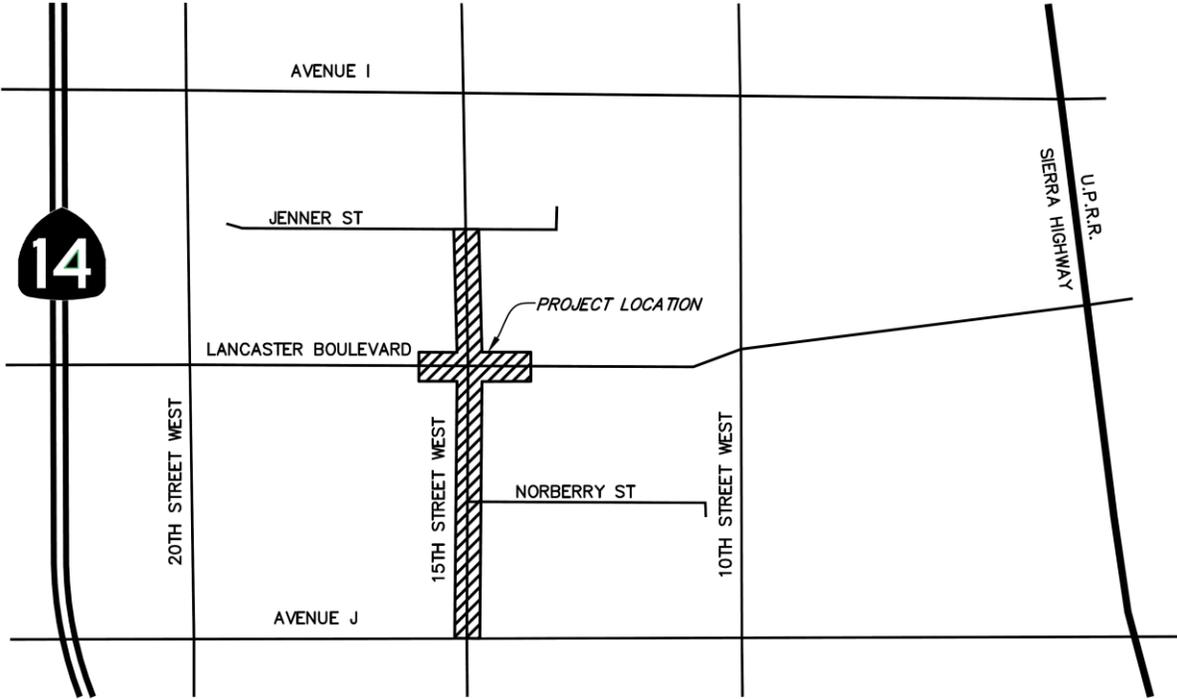
The District and the City intend by this agreement to provide for the City to facilitate the lease, sale or transfer, subject to all conditions of the Judgement, of certain groundwater rights allocated to the District under the Allocation Agreement that are in excess of the amount of groundwater necessary for the operation and maintenance of the District’s facilities and any other legal obligations of the District.

Through the Surplus Water Agreement, the District agrees to provide the City by January 1 of each year a review of the District’s existing and projected groundwater demands and a projection of the District’s allocated amount that will be available for potential sale, lease or transfer by the City during the calendar year. By January 31 of each year, the District shall notify the City in writing of the amount of the Surplus Groundwater Rights available for potential sale, lease or transfer during that calendar year. The City will have the exclusive right during the duration of this agreement to solicit buyers, lessees, or transferees of groundwater rights. All revenues from the sale, less or transfer of groundwater rights will be paid to the District.

Attachment:

Surplus Water Agreement

PUBLIC WORKS CONSTRUCTION PROJECT NO. 17-006 REBID
LANCASTER BOULEVARD AND 15TH STREET WEST
ROUNDBOUT, HSIPL-5419(043)



VICINITY MAP

N.T.S.

STAFF REPORT
City of Lancaster

NB 3
12/11/18
MVB

Date: December 11, 2018

To: Mayor Parris and City Council Members

From: Jeff Hogan, Development Services Director

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

Recommendation:

Award Public Works Construction Project No. 17-006 REBID, Lancaster Boulevard and 15th Street West, HSIPL-5419(043), to Toro Enterprises, Inc., of Oxnard, California, in the amount of \$1,845,480.60, plus a 10% contingency, for construction of a single lane roundabout, and authorize the City Manager, or his designee, to sign all documents. This contract is awarded to the lowest responsible bidder per California Public Code Section 22038 (b).

Fiscal Impact:

\$2,030,028.66 (including 10% contingency) to be awarded; sufficient funds are available in Capital Improvements Budget Account No.'s 203-16ST005-924, 206-16ST005-924, 209-16ST005-924, 210-16ST005-924, 217-16ST005-924, 220-16ST005-924, 232-16ST005-924, 252-16ST005-924 and 399-16ST005-924. Associated annual maintenance costs are \$7,363.00.

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.

This project is primarily funded with Highway Safety Improvements Program (HSIP) grant funds including \$769,500.00 for Construction Engineering and Construction.

On July 24, 2018, at 11:00 a.m., the City conducted a bid opening for Public Works Construction Project No. 17-006. Three (3) sealed bid envelopes were received, opened, and read aloud. All bids were rejected on September 11, 2018. The project was repackaged and re-advertised.

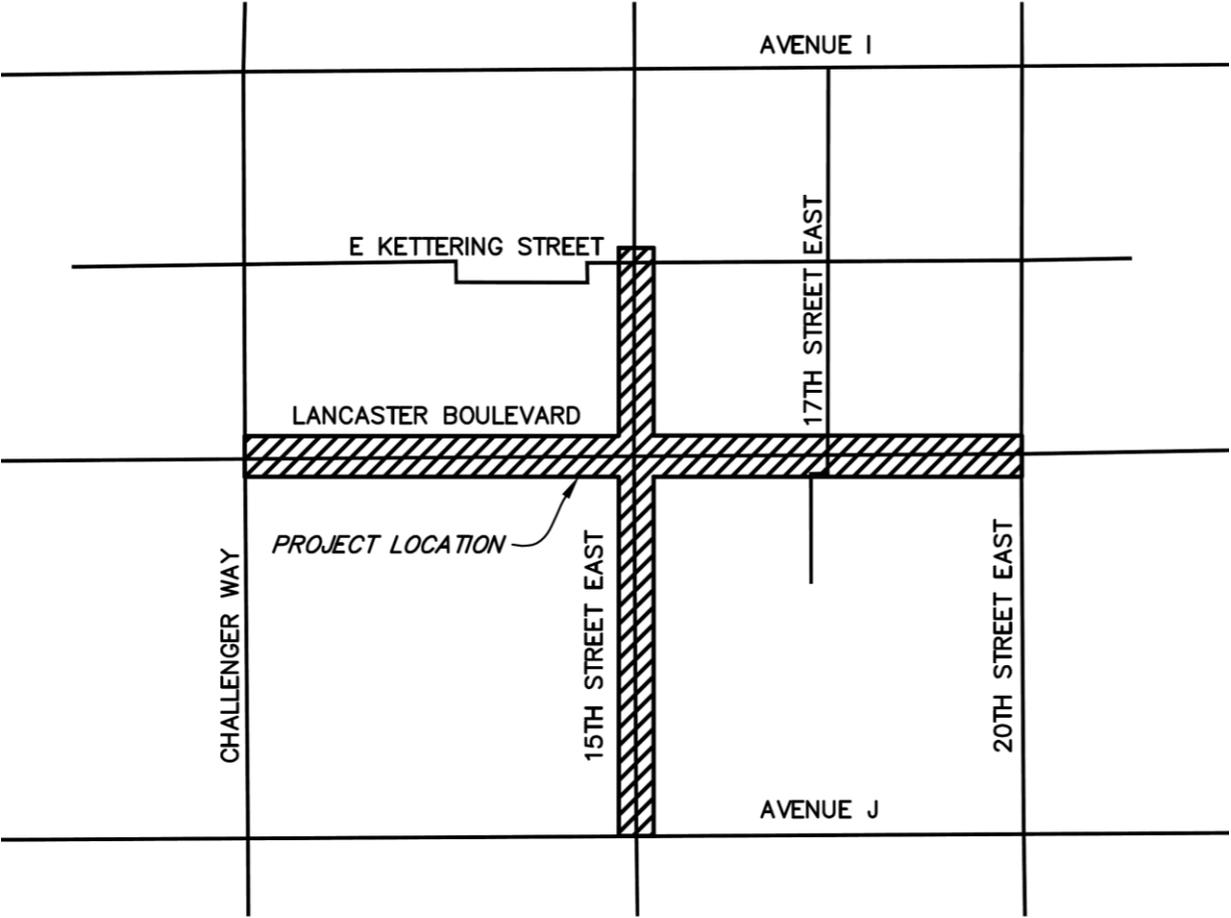
On October 30, 2018, at 11:00 a.m., the City conducted a bid opening for Public Works Construction Project No. 17-006 REBID. Four (4) sealed bid envelopes were received, opened, and read aloud. The bids were as follows:

	<u>Contractor</u>	<u>City</u>	<u>Bid Amount</u>
1.	R. C. Becker and Son, Inc.	Santa Clarita	\$1,883,493.29
2.	DOD Construction	Bakersfield	Non-Responsive
3.	Toro Enterprises, Inc.	Oxnard	\$1,845,480.60
4.	Asphalt Professionals, Inc.	Thousand Oaks	\$1,951,131.00
	Engineer's Estimate		\$1,671,949.96

MD:jr:gb

Attachment:
Vicinity Map

PUBLIC WORKS CONSTRUCTION PROJECT NO. 17-007 REBID
LANCASTER BOULEVARD AND 15TH STREET EAST
ROUNDBOUT, HSIPL-5419(042)



VICINITY MAP

N.T.S.

STAFF REPORT
City of Lancaster

NB 4
12/11/18
MVB

Date: December 11, 2018

To: Mayor Parris and City Council Members

From: Jeff Hogan, Development Services Director

Subject: **Award of Bid - Public Works Construction Project No. 17-007 REBID
Lancaster Boulevard and 15th Street East Roundabout, HSIPL-5419(042)**

Recommendation:

Award Public Works Construction Project No. 17-007 REBID, Lancaster Boulevard and 15th Street East, HSIPL-5419(042), to R. C. Becker and Son, Inc., of Santa Clarita, California, in the amount of \$1,612,169.16, plus a 10% contingency, for construction of a single lane roundabout, and authorize the City Manager, or his designee, to sign all documents. This contract is awarded to the lowest responsible bidder per California Public Code Section 22038 (b).

Fiscal Impact:

\$1,773,386.08 (including 10% contingency) to be awarded; sufficient funds are available in Capital Improvements Budget Account No.'s 203-16ST006-924, 209-16ST006-924, 210-16ST006-924, 217-16ST006-924, 232-16ST006-924, and 399-16ST006-924. Associated annual maintenance costs are \$7,035.00.

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.

This project is primarily funded with Highway Safety Improvements Program (HSIP) grant funds including \$940,900.00 for Construction Engineering and Construction.

On July 24, 2018, at 11:00 a.m., the City conducted a bid opening for Public Works Construction Project No. 17-007. Two (2) sealed bid envelopes were received, opened, and read aloud. All bids were rejected on September 11, 2018. The project was repackaged and re-advertised.

On October 30, 2018, at 11:00 a.m., the City conducted a bid opening for Public Works Construction Project No. 17-007 REBID. Two (2) 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	\$1,612,169.16
2.	Asphalt Professionals, Inc.	Thousand Oaks	\$1,722,474.00
	Engineer's Estimate		\$1,576,059.55

MD:jr:gb

Attachment:
Vicinity Map

**MEMORANDUM
CITY OF LANCASTER, CA**

TO: Mayor Parris and City Council Members

FROM: Vice Mayor Marvin Crist
Council Angela Underwood-Jacobs

DATE: December 11, 2018

SUBJECT: **Report on the Activities of the Board of Directors for the Antelope Valley Transit Authority**

Recommendation:

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

Background:

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

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

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

Resolution No. 2018-021, authorizing the Executive Director/CEO to execute all required documents of the Federal Transit Administration (FTA) as required by the Department of Transportation's (DOT) Program for fiscal year 2018/2019 (FY19).

Adopted Resolution No. 2018-021.

Approved (6-0-0-0)

Contract award for unarmed security guard services.

Authorized the Executive Director/CEO to execute Contract #2019-04 for unarmed security guard services to OPSEC Specialized Protection, Lancaster, CA, for an amount not to exceed \$75,000 per year for a five-year term.

Approved (6-0-0-0)

Contract award for in-plant bus manufacturing inspection services.

Authorized the Executive Director/CEO to execute Contract #2019-06 for in-plant bus manufacturing services to Vehicle Technical Consultants, Inc., Beaumont, CA, for an amount of \$117,500 plus applicable sales tax.

Approved (6-0-0-0)

2018 New Employment Center Commuter Services.

Approved staff's proposed new Employment Commuter Services to be implemented within the next 90 calendar days; and authorized staff to finalize the fare structures, develop service schedules and brochures, conduct community and employer outreach/travel training sessions, enroll employees in the commuter service, and conduct monthly pass sales.

Approved (6-0-0-0)

**MEMORANDUM
CITY OF LANCASTER, CA**

TO: Mayor Parris and City Council Members

FROM: Vice Mayor Marvin Crist
Council Angela Underwood-Jacobs

DATE: December 11, 2018

SUBJECT: **Report on the Activities of the Board of Directors for the Antelope Valley Transit Authority**

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

Present: Chairman Marvin Crist
Vice Chair Dianne Knippel
Alternate Director Raj Malhi
Director Michelle Flanagan
Director Juan Carrillo
Director Steve Hofbauer

Absent: Director Angela Underwood-Jacobs

Task Order No. 6 to Duke Engineering and Associates, Inc., under Master Contract #2017-41, for final design and bid specifications for eBus charging stations at City of Lancaster parking/Metrolink Station.

Authorized the Executive Director/CEO to execute Task Order No. 6 for an amount of \$169,660 to Duke Engineering and Associates, Inc., Lancaster, CA, under Master Contract #2017-41 for final design and bid specifications for eBus charging stations at the City of Lancaster parking lot adjacent to the Metrolink Station on Sierra Highway between Lancaster Blvd and Avenue I. Approved (6-0-0-0)

Transit Advisory Committee (TAC) Enhancement.

Approved staff's request to provide the Executive Director/CEO with the authority to set the TAC's meeting frequency, agenda, and scheduled dates; and, review after one year. Approved (6-0-0-0)