



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

Tuesday

February 12, 2019

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, February 8, 2019

at the entrance to the Lancaster City Hall Council Chambers.

44933 Fern Avenue, Lancaster, CA 93534

LEGISLATIVE BODY

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

Mayor/Chair R. Rex Parris

Vice Mayor/Vice Chair Marvin Crist

Council Member/Agency Director/Authority Member Raj Malhi

Council Member/Agency Director/Authority Member Ken Mann

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

**CITY OF LANCASTER, CALIFORNIA
CITY COUNCIL/SUCCESSOR AGENCY/FINANCING/POWER/
CALIFORNIA CHOICE ENERGY AUTHORITY
REGULAR MEETING AGENDA
TUESDAY, FEBRUARY 12, 2019**

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

Pastor Jerry Ferrso, Lancaster Baptist Church

PLEDGE OF ALLEGIANCE

**CITY OF LANCASTER, CALIFORNIA
CITY COUNCIL/SUCCESSOR AGENCY/FINANCING/POWER/
CALIFORNIA CHOICE ENERGY AUTHORITY
REGULAR MEETING AGENDA
TUESDAY, FEBRUARY 12, 2019**

PRESENTATION

1. Recognition of Employees Years of Service
Presenters: Mayor Parris and City Manager Jason Caudle

COUNCIL ACTIONS

MINUTES

M 1. Approve the City Council/Successor Agency/Financing/ Power/ California Choice Energy Authority Regular Meeting Minutes of January 22, 2019.

CONSENT CALENDAR

CCEA CC 1.

- a. Approve First Amended and Restated Bylaws of the California Choice Energy Authority; and authorize the Executive Director, or his designee, to execute all necessary documents.
- b. Adopt **Resolution No. CCEA 03-19**, a resolution of the California Choice Energy Authority, adopting a Conflict of Interest and Disclosure Code.

On March 28, 2017, California Choice Energy Authority adopted Resolution No. CCEA 02-17, adopting the first amendment to the JPA Agreement. The amendment changed the name of the JPA to California Choice Energy Authority to better reflect the Authority's purpose and administrative support to be provided to member cities for their Community Choice Aggregation ("CCA") operational services. Approval of the First Amended and Restated Bylaws of the California Choice Energy Authority requires the Authority to incorporate a Conflict of Interest and Disclosure Code pursuant to, and in accordance with, the Fair Political Practices Act. Adoption of a Conflict of Interest and Disclosure Code requires individuals in designated positions to disclose financial interests at a level appropriate to their decision-making authority, deterring potential conflicts of interest.

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

**CITY OF LANCASTER, CALIFORNIA
CITY COUNCIL/SUCCESSOR AGENCY/FINANCING/POWER/
CALIFORNIA CHOICE ENERGY AUTHORITY
REGULAR MEETING AGENDA
TUESDAY, FEBRUARY 12, 2019**

CC 2. Approve the Check Registers for January 6, 2019 through January 26, 2019 in the amount of \$6,207,563.25. Approve the Check Registers 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. Adopt **Ordinance No. 1054**, amending the City zoning plan for approximately 15 acres of land located at 43511 70th Street East (APN: 3386-007-035), known as Zone Change No. 18-03, from RR-2.5 (Rural Residential, minimum lot size 2.5 acres) to LI (Light Industrial).

On February 28, 2018, the Community Development Division received applications for the construction and operation of a medical cannabis cultivation facility at 43511 70th Street East. These applications included a Conditional Use Permit (CUP), General Plan Amendment (GPA), and Zone Change (ZC) requests. The proposed project would consist of a 122,871 square-foot medical cannabis cultivation and manufacturing facility to be developed in three phases. Phases I and III consist of tenant improvements to the existing 68,271 square-foot produce packing building. Phase II would consist of a 54,600 square-foot building. The proposed change in the land use designation and zoning for the subject site would be consistent with the designation and zoning, and the surrounding properties.

CC 4. Adopt **Resolution No. 19-05**, approving the application for grant funds from the Los Angeles County Regional Park and Open Space District.

Sgt. Steve Owen loved this community and when he gave his life on October 5, 2016 while protecting our residents, he made the ultimate sacrifice. In honor of his heroism and to celebrate the unwavering commitment he showed to the Antelope Valley, the Lancaster City Council voted to rename the City's flagship park after our local hero. Additionally, the Parks, Recreation and Arts Department was asked to construct a memorial in his honor that was more than just a plaque, something that tells the story of the man he was for generations to come. The grant application requests \$245,000 for the construction of the memorial.

**CITY OF LANCASTER, CALIFORNIA
CITY COUNCIL/SUCCESSOR AGENCY/FINANCING/POWER/
CALIFORNIA CHOICE ENERGY AUTHORITY
REGULAR MEETING AGENDA
TUESDAY, FEBRUARY 12, 2019**

CC 5. RFP No. 697-18 – Street Sweeping Services

- a. Award a one-year contract, with an option of five (5), one-year extensions to CleanStreet, Inc., for **RFP No. 697-18 – Street Sweeping Services**, and authorize the City Manager, or his designee, to sign all documents.
- b. Appropriate \$49,400.00 from Fund Balance Account No. 203-2900-000 to Expenditure Account No. 203-4752-450, and \$1,450.00 from Fund Balance Account No. 484-2900-000 to Expenditure Account No. 484-4752-450. The annual cost of the contract is \$537,847.44.

In October 2018, the City advertised a Request for Proposals for Street Sweeping Services. The updated scope of service included the sweeping of residential and all arterial streets twice per month, hand work in areas that the gutter broom cannot reach, and twenty-five (25) hours of special event sweeps at no additional cost to the City. An evaluation committee with staff from Development Services and Finance evaluated the proposals based on evaluation criteria identified in the Request for Proposal. While Venco Power Sweeping, Inc. had the lowest price, CleanStreet, Inc. received the highest overall score.

CC 6. Approve the map and accept the dedications as offered on the map for Tract Map No. 60885-01; make findings that this project will not violate any of the provisions of Sections 66473.5, 66474.1, and 66474.6 of the Subdivision Map Act; and instruct the City Clerk to endorse on the face of the map the certificate, which embodies the approval of said map and the dedications shown thereon.

The Final Map is in substantial conformance with the approved tentative map. Tract Map No. 60885-01 has been examined by the City Surveyor, and is ready for Council approval. The securities for this map will be in the form of a Subdivision Improvement and Lien Agreement (Agreement), which will guarantee and secure the performance of all the grading, public improvements, impact fees, and public agency fees.

CC 7. Approve the map and accept the dedications as offered on the map for Tract Map No. 61734; make findings that this project will not violate any of the provisions of Sections 66473.5, 66474.1, and 66474.6 of the Subdivision Map Act; and instruct the City Clerk to endorse on the face of the map the certificate, which embodies the approval of said map and the dedications shown thereon.

The Final Map is in substantial conformance with the approved tentative map. Tract Map No. 61734 has been examined by the City Surveyor, and is ready for Council approval. The securities for this map will be in the form of a Subdivision Improvement and Lien Agreement (Agreement), which will guarantee and secure the performance of all the grading, public improvements, impact fees, and public agency fees.

**CITY OF LANCASTER, CALIFORNIA
CITY COUNCIL/SUCCESSOR AGENCY/FINANCING/POWER/
CALIFORNIA CHOICE ENERGY AUTHORITY
REGULAR MEETING AGENDA
TUESDAY, FEBRUARY 12, 2019**

NEW BUSINESS

NB 1. Amendment to Section 11.08.130 of the Lancaster Municipal Code Relating to Rent Stabilization in Mobilehome Parks in the City

Recommendation:

Introduce **Ordinance No. 1055**, amending section 11.08.130 of the Lancaster Municipal Code, establishing the fine and penalty amount for violations of Chapter 11.08 relating to rent stabilization in mobilehome parks.

On August 11, 2009, the City Council introduced Ordinance No. 927, amending Chapter 11.08 of the Lancaster Municipal Code relating to rent stabilization in mobilehome parks in the City. Section 11.08.130 in particular establishes civil and criminal penalties for violations of Chapter 11.08. In order to recover civil remedies, however, an aggrieved homeowner must pursue the violating park owner in a court of law. The purpose of the proposed ordinance is to provide a more efficient procedure for the City's enforcement of its mobilehome park rent control laws. The proposed ordinance will, in addition to the already-existing authority for civil and criminal remedies, add authority for the City to issue administrative citations and penalties for violations of Chapter 11.08.

NB 2. RFQ 704-18, Hybrid Law Enforcement Model Consultant and appropriate general funds to Public Safety Budget

Recommendations:

- a. Award Request for Qualifications # 704-18 and establish a Hybrid Law Enforcement Model Consulting & Support Services to Hillard Heintze of Chicago, Illinois, in the amount of \$197,235.00 (plus \$30,000 for authorized reimbursable expenses); and authorize the City Manager, or his designee, to sign all documents.
- b. Appropriate \$230,000 from general fund to Public Safety expense account number 101-4820-301.

On December 11, 2018, Council directed staff to engage and manage a qualified consultant firm to develop options for a Hybrid Law Enforcement Model for the City of Lancaster and LASD in order to provide Law Enforcement and Law Enforcement-Related Services through the City in a strategic and coordinated manner. Hillard Heintze recognizes that an effective hybrid model must align the goals of the City with the logistical response of LASD, the legal impacts, and fiscal environment. The City is looking to collaborate with LASD to create an interim stopgap until such time that LASD can recruit and retain enough sworn staff to fulfill the contract, and eliminate the need for mandatory overtime and backfilling with administrative personnel.

**CITY OF LANCASTER, CALIFORNIA
CITY COUNCIL/SUCCESSOR AGENCY/FINANCING/POWER/
CALIFORNIA CHOICE ENERGY AUTHORITY
REGULAR MEETING AGENDA
TUESDAY, FEBRUARY 12, 2019**

NB 3. Terms and Conditions of Employment for Represented Employees of the City; and Benefits Schedule for Regular and Probationary Employees of the City

Recommendations:

- a. Adopt **Resolution 19-06**, approving the Memorandum of Understanding (MOU) between the City and Teamsters Local 911 and authorize the City Manager to execute the MOU.
- b. Adopt **Resolution 19-07**, approving the Memorandum of Understanding between the City and Lancaster Code Enforcement Association (LCEA) and authorize the City Manager to execute the MOU.
- c. Adopt **Resolution 19-08**, amending Resolution 14-64, establishing a benefits schedule for regular and probationary employees of the City.

Several meetings were held to discuss compensation and working conditions with City employees. As a result of those meetings the City arrived at a tentative agreement for a new three (3) year Memorandum of Understanding with Teamsters Local 911, and a new three (3) year Memorandum of Understanding with Lancaster Code Enforcement Association; and a proposed benefits schedule for regular and probationary employees.

COUNCIL AGENDA

CA 1. Discussion and possible adoption of the Code of Conduct and Ethics for Appointed Officials to the City's Commissions and Boards

Presenter: Mayor Parris

CA 2. Discussion and possible nomination/appointment of Vice Mayor Crist to the Los Angeles County Sanitation District No. 14 Board as the alternate; and reconfirm the Council procedure regarding alternates' participation in governing boards of various entities of which the City is a member so that each City Council Member, excluding the Mayor, shall serve as an alternate to each such entity's Board of Director's and shall participate at such entity's meetings at the request of the designated Council Member or, in the event of the incapacity of such Council Member, at the request of the Mayor.

Presenter: Mayor Parris

COUNCIL REPORTS

CR 1. Council Reports

**CITY OF LANCASTER, CALIFORNIA
CITY COUNCIL/SUCCESSOR AGENCY/FINANCING/POWER/
CALIFORNIA CHOICE ENERGY AUTHORITY
REGULAR MEETING AGENDA
TUESDAY, FEBRUARY 12, 2019**

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

**CITY OF LANCASTER, CALIFORNIA
CITY COUNCIL/SUCCESSOR AGENCY/FINANCING/POWER/
CALIFORNIA CHOICE ENERGY AUTHORITY
REGULAR MEETING AGENDA
TUESDAY, FEBRUARY 12, 2019**

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, February 26, 2019 - 5:00 p.m.

**CITY OF LANCASTER, CALIFORNIA
CITY COUNCIL/SUCCESSOR AGENCY/FINANCING/POWER/
CALIFORNIA CHOICE ENERGY AUTHORITY
REGULAR MEETING AGENDA
TUESDAY, FEBRUARY 12, 2019**

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
02/12/19
JC

**LANCASTER
CITY COUNCIL/SUCCESSOR AGENCY/
FINANCING/POWER/
CALIFORNIA CHOICE ENERGY AUTHORITY
MINUTES
January 22, 2019**

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

INVOCATION

Pastor Dorelle Arnwine, Prevailing Word

PLEDGE OF ALLEGIANCE

Council Member Mann

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 of January 8, 2019, by the following vote: 5-0-0-0; AYES: Malhi, Mann, Underwood-Jacobs, Crist; Parris; NOES: None; ABSTAIN: None; ABSENT: None

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

January 22, 2019

CITY COUNCIL CONSENT CALENDAR

Mayor Parris stated he needs to recuse himself from Item No. CC 6 due to the proximity of the project to property he owns.

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 6, 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 6, by the following vote: 4-0-1-0; AYES: Malhi, Mann, Underwood-Jacobs, Crist; NOES: None; RECUSE: Parris; ABSENT: None

Mayor Parris returned to the dais at this time.

CCEA CC 1. RESOLUTION NO. CCEA 01-19

Adopted **Resolution No. CCEA 01-19**, approving loan agreement between California Choice Energy Authority and River City Bank; and authorized the Executive Director, or his designee, to execute all necessary documents.

CCEA CC 2. RESOLUTION NO. CCEA 02-19

Adopted **Resolution No. CCEA 02-19**, adopting an Energy Risk Management Policy for the California Choice Energy Authority.

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 December 9, 2018 through January 5, 2019 in the amount of \$10,097,508.80. Approved the Check Registers as presented.

CC 3. INVESTMENT REPORT

Accepted and approved the December 2018, Monthly Report of Investments as submitted.

CC 4. CONTRACT WITH KIMLEY-HORN AND ASSOCIATES, INC., OF LOS ANGELES, CALIFORNIA

Approved increase in contract amount and extension of contract term for Measure R “Highway Equity” Program/Project Management Services with Kimley-Horn and Associates, Inc., of Los Angeles, California, by \$519,760.00 and an additional 2-year term; authorized the City Manager, or his designee, to sign all documents.

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

January 22, 2019

CC 5. PROFESSIONAL SERVICES AGREEMENT WITH TRC SOLUTIONS, INC., OF IRVINE, CALIFORNIA,

Approved a professional services agreement with TRC Solutions, Inc., of Irvine, California, in the amount of \$2,204,742.00 with a 5% contingency, to develop the Project Plans, Specifications, and Estimates (PS&E) for Public Works Construction Project (PWCP) No. 13-018, SR-138 (SR-14) and Avenue K Interchange; authorized the City Manager, or his designee, to sign all documents. The consultant selection process was made in accordance with Government Codes 4526 and 53060.

CC 6. PUBLIC WORKS CONSTRUCTION PROJECT NO. 17-016

Acceptance of **Public Works Construction Project No. 17-016** Auto Mall Improvements

a. Approved Change Order Number 1, and increased the total amount of the contract with Pavement Coatings Co., of Jurupa Valley, California, for Public Works Construction Project No 17-016, Auto Mall Improvements, by \$61,437.05, for a total revised contract amount of \$267,796.33, plus a 10% contingency.

b. Accepted the work constructed by Pavement Coatings Co. for Public Works Construction Project No. 17-016, Auto Mall Improvements, and directed 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.

PH 1. APPEAL OF CONDITIONAL USE PERMIT NO. 18-05, AND APPROVAL OF GENERAL PLAN AMENDMENT NO. 18-03 AND ZONE CHANGE NO. 18-03 FOR A PROPOSED MEDICAL CANNABIS CULTIVATION AND MANUFACTURING FACILITY LOCATED AT 43511 70TH STREET EAST (ASSESSOR'S PARCEL NUMBER (APN): 3386-007-035)

Mayor Parris opened the Public Hearing.

The Community Development Manager presented the Staff Report for this item.

Discussion took place regarding the attorney representing the appellant. The Mayor reminded staff this attorney appealed a different Planning Commission decision and arrived at that meeting late and was upset he could not speak at that particular hearing.

The City Attorney discussed articles cited in a letter from the appellant sent to the City Council the day of the City Council meeting and stated the letter provides no evidence to overturn the Planning Commission's decision.

Discussion took place regarding attorney representation for this matter.

Addressing the City Council on this item:

David Paul – discussed his appreciation of the City getting things done; stated he supports this project and discussed drug overdoses.

Mayor Parris closed the Public Hearing.

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

January 22, 2019

PH 1. APPEAL OF CONDITIONAL USE PERMIT NO. 18-05, AND APPROVAL OF GENERAL PLAN AMENDMENT NO. 18-03 AND ZONE CHANGE NO. 18-03 FOR A PROPOSED MEDICAL CANNABIS CULTIVATION AND MANUFACTURING FACILITY LOCATED AT 43511 70TH STREET EAST (ASSESSOR'S PARCEL NUMBER (APN): 3386-007-035) CONTINUED...

On a motion by Vice Mayor Crist and seconded by Council Member Underwood-Jacobs, the City Council adopted **Resolution No. 19-03**, upholding the Planning Commission decision by denying the appeal for Conditional Use Permit No. 18-05 to allow for the construction and operation of a 122,871 square-foot medical cannabis cultivation and manufacturing facility, and adoption of a mitigated negative declaration, 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 Mayor Crist and seconded by Council Member Underwood-Jacobs, the City Council adopted **Resolution No. 19-04**, approving General Plan Amendment No. 18-03, amending the General Plan land use designation from Non-Urban Residential (NU) to Light Industrial (LI), 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 Mayor Crist and seconded by Council Member Underwood-Jacobs, the City Council introduced **Ordinance No. 1054**, amending the City zoning plan for approximately 15 acres of land located at 43511 70th Street East (APN: 3386-007-035), known as Zone Change No. 18-03, from RR-2.5 (Rural Residential, minimum lot size 2.5 acres) to LI (Light Industrial), by the following vote: 5-0-0-0; AYES: Malhi, Mann, Underwood-Jacobs, Crist, Parris; NOES: None; ABSTAIN: None; ABSENT: None

COUNCIL / AGENCY / AUTHORITY COMMENTS

Mayor Parris introduced Palmdale Mayor Hofbauer. Marris Parris and Mayor Hofbauer discussed a partnership between the two cities to put together funding to help mitigate the financial impact to affected federal employees during the partial federal shutdown. Mayor Parris stated this is the first time the two cities, in many years, have joined together to address a problem and thanked Mayor Hofbauer and the City Council for their efforts to assist federal employees impacted by this issue.

This item came to the attention of the City Council after the agenda was posted. The City Attorney advised the City Council in order to take action on this item, it would need to be added to the agenda as an urgent item.

LANCASTER CITY COUNCIL/ SUCCESSOR AGENCY/
FINANCING/POWER/CALIFORNIA CHOICE ENERGY AUTHORITY
MINUTES
January 22, 2019

On a motion by Vice Mayor Crist and seconded by Council Member Malhi, the City Council approved the addition of Item No. NB 1 to the agenda by a two-thirds vote, as a matter that came to the City Council's attention after the agenda was posted, by the following vote: 5-0-0-0; AYES: Malhi, Mann, Underwood-Jacobs, Crist, Parris; NOES: None; ABSTAIN: None; ABSENT: None

NB 1. DISCUSSION OF ASSISTANCE TO FEDERAL WORKERS IMPACTED BY GOVERNMENT SHUTDOWN

On a motion by Vice Mayor Crist and seconded by Council Member Mann, the City Council gave authorization to the City Manager to expend an amount, not to exceed an amount set by the Mayor after data has been collected, to assist federal workers who have been impacted by the government shutdown for payment of utility and mortgage costs: the City Council finds that the care of the needy and the prevention of suffering from lack of the necessities of life is the basis for the exercise of this governmental power and these funds are to assist in the necessities of life for these federal employees, by the following vote: 5-0-0-0; AYES: Malhi, Mann, Underwood-Jacobs, Crist, Parris; NOES: None; ABSTAIN: None; ABSENT: None

Mayor Parris requested the City Attorney prepare an Ordinance that blocks recriminatory behavior from lenders and vendors that may negatively impact federal employees during a Federal Government shut down.

Planning Commission Chairman Vose reminded the City Council there are individuals who are not technically Federal Employees and are contractors, or members of other agencies such as FAA employees who are furloughed and still required to work without pay.

Mayor Parris directed staff to ensure to "cast the net wide enough" and include anyone who may be affected.

CA 1. CONSIDER NOMINATION AND APPOINTMENT OF DAVE GOMEZ AS DEPUTY MAYOR

On a motion by Mayor Parris and seconded by Vice Mayor Crist, the City Council approved the appointment of Dave Gomez as Deputy Mayor, by the following vote: 5-0-0-0; AYES: Malhi, Mann, Underwood-Jacobs, Crist, Parris; NOES: None; ABSTAIN: None; ABSENT: None

CA 2. DISCUSSION AND POSSIBLE ADOPTION OF THE CODE OF CONDUCT AND ETHICS FOR APPOINTED OFFICIALS TO THE CITY'S COMMISSIONS AND BOARDS

Mayor Parris requested that this item be moved to the February 12, 2019 City Council meeting.

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

January 22, 2019

CA 3. CONSIDER NOMINATION AND APPOINTMENT OF TIERNEY SMITH TO THE ANTELOPE VALLEY MOSQUITO AND VECTOR CONTROL DISTRICT BOARD OF TRUSTEES

On a motion by Mayor Parris and seconded by Vice Mayor Crist, the City Council approved the appointment of Tierney Smith to the Antelope Valley Mosquito and Vector Control District Board of Trustees, 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.

CR 1. COUNCIL REPORTS

Vice Mayor Crist stated the Antelope Valley Transit Authority will be allowing federal workers to ride buses for free. Additionally, security officers have been assigned to the Park and Ride located at Sgt. Steve Owen Memorial Park.

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

A brief video highlighting the recent Martin Luther King Day of Service was shown. The Assistant City Manager discussed the success of the Martin Luther King Day of Service event. The City Manager discussed the Justice Sunday event, which was held in honor of Dr. Martin Luther King. The City Manager stated a skateboard park community meeting will be held January 30th and information regarding the details of this meeting will be placed on the City's website and social media. Additionally, the City Manager discussed parkway and landscaping improvements recently implemented in the community.

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.

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

January 22, 2019

PUBLIC BUSINESS FROM THE FLOOR - NON-AGENDIZED ITEMS

Addressing the City Council at this time:

Donna Young – speaking on behalf of a mobile home park; asked if the City Council has answers for requests from when she spoke to them in September and December.

The City Attorney stated an Ordinance is being crafted to address these issues; the Mayor requested an investigative brief on what's occurred and what's happened at the Mobile Home Park involved.

Seth Laughlin – Political Science Student at Antelope Valley College; asked the members of the City Council what are the biggest issues facing the City.

Gabriela Garcia - Political Science Student at Antelope Valley College; asked about the assistance being provided to Federal workers.

John Pembleton - Political Science Student at Antelope Valley College; asked about the success of the Eye in the Sky program and asked about expungement programs or programs for rehabilitating individuals getting out of jail.

Aubrey Flores - Political Science Student at Antelope Valley College; asked where the funding will come from for assisting Federal workers.

Sahak Arzovmanian - Political Science Student at Antelope Valley College; discussed streets without streetlights and asked if there are plans to address this.

Tim Wittkopf - Political Science Student at Antelope Valley College; asked the City Council how one can get started as an intern with the City and in politics.

Sirak Arzovmanian - Political Science Student at Antelope Valley College; asked the City Council what the City Council's goals are for the community for the year.

Tyler Willis - Political Science Student at Antelope Valley College; asked if the City will be moving towards wind power, why or why not; after net-zero what is the next step towards impacting the City's 'footprint.'

David Paul – complimented the work done at American Heroes Park, discussed the homeless issue, safe parking and safe camping.

George Beatty – discussed a TV show he watched regarding a street paver purchased by Los Angeles County and suggested the City borrow the paver because the show indicated it is only being used 5 hours a year.

Fran Sereseres – discussed the cooperation with the City of Palmdale, thanked the AVTA for providing free bus service.

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

January 22, 2019

COUNCIL / AGENCY / AUTHORITY COMMENTS

Vice Mayor Crist thanked the Mayors of both cities for working together and stated he looks forward to the change in the political climate.

ADJOURNMENT

Mayor Parris adjourned the meeting at 6:30 p.m. and stated the next City Council/Successor Agency/Financing/Power/California Choice Energy Authority meeting will be held on Tuesday, February 12, 2019 at 5:00 p.m.

PASSED, APPROVED and ADOPTED this 12th day of February, 2019, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

APPROVED:

BRITT AVRIT, MMC
CITY CLERK
AGENCY/AUTHORITY SECRETARY

R. REX PARRIS
MAYOR/CHAIRMAN

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

January 22, 2019

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

CERTIFICATION OF MINUTES
CITY COUNCIL/SUCCESSOR AGENCY/FINANCING/HOUSING/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
California Choice Energy Authority

CCEA CC 1
02/12/19
JC

Date: February 12, 2019

To: Chairman Parris and Authority Members

From: Jason Caudle, Executive Director

Subject: **Amended and Restated Bylaws of the California Choice Energy Authority and Conflict of Interest and Disclosure Code**

Recommendations:

- a. Approve First Amended and Restated Bylaws of the California Choice Energy Authority; and authorize the Executive Director, or his designee, to execute all necessary documents.
- b. Adopt **Resolution No. CCEA 03-19**, a resolution of the California Choice Energy Authority, adopting a Conflict of Interest and Disclosure Code.

Fiscal Impact:

None.

Background:

In 2012, Lancaster City Council adopted Resolution 12-59 forming the California Clean Energy Authority, a Joint Powers Agreement (“JPA”) with the City of San Jacinto with the purpose of expanding solar partnerships.

On March 28, 2017, California Choice Energy Authority adopted Resolution No. CCEA 02-17, adopting the first amendment to the JPA Agreement. The amendment changed the name of the JPA to California Choice Energy Authority to better reflect the Authority’s purpose and administrative support to be provided to member cities for their Community Choice Aggregation (“CCA”) operational services.

Approval of the First Amended and Restated Bylaws of the California Choice Energy Authority requires the Authority to incorporate a Conflict of Interest and Disclosure Code pursuant to, and in accordance with, the Fair Political Practices Act. Adoption of a Conflict of Interest and Disclosure Code requires individuals in designated positions to disclose financial interests at a level appropriate to their decision-making authority, deterring potential conflicts of interest.

Attachments:

Amended CCEA Bylaws
Resolution No. CCEA 03-19

First Amended and Restated Bylaws of
The California Choice Energy Authority

ARTICLE 1 THE AUTHORITY

Section 1.1 Name

The official name of the Authority shall be the “California Choice Energy Authority.” The Authority was created pursuant to the Joint Exercise of Powers Agreement, dated August 14, 2012 (Agreement), between the City of Lancaster (“Lancaster”) and the City of San Jacinto (“San Jacinto”). The Authority has and may add additional members per the terms of the Joint Exercise of Power Agreement.

Section 1.2 Authority Board Members

The Authority shall be administered by a governing Board of Directors (the “Board”) as set forth in the Agreement.

Section 1.3 Principal Office

The principal office for the transaction of the business of the Authority shall be the Lancaster City Hall, located at 44933 Fern Avenue, Lancaster, California, or at such other place as may be designated by the Board by resolution.

Section 1.4 Compensation

Members of the Board shall receive no compensation for attendance at an Authority meeting. Authority Members may be reimbursed for any expenses actually incurred in connection with serving as a member of the Board.

Section 1.5 Conflicts of Interest

The Authority shall adopt a conflict of interest code pursuant to, and in accordance with, the Fair Political Practices Act.

ARTICLE 2 OFFICERS

Section 2.1 Officers

The Officers of the Authority shall be the Chair, Vice Chair, Executive Director, Secretary and Treasurer/Auditor-Controller.

Section 2.2 Chair

The Chair shall be the Mayor of Lancaster and shall preside at all meetings of the Authority, but shall have no authority greater than any other board member except as set forth in the Agreement and/or these By-laws.

Section 2.3 Vice Chair

The Vice Chair shall be appointed by the Chair with consent of the remainder of the Board, and shall perform the duties of the Chair in the absence or incapacity of the Chair, until such time as a new Chair is selected or appointed.

Section 2.4 Executive Director

The Board shall appoint an Executive Director who shall be the City Manager of Lancaster, or his or her designee, and shall be responsible for execution and supervision of the affairs of the Authority. Except as otherwise authorized by vote of the Board, the Executive Director or his or her designee shall sign all contracts, deeds and other instruments executed by the Authority. The Executive Director shall also perform other such functions and duties as may be delegated to him or her by vote of the Board.

Section 2.5 Secretary

The Board shall appoint a Clerk of the Board who shall be the City Clerk of Lancaster.

Section 2.6 Treasurer/Auditor-Controller

The Executive Director shall appoint a Treasurer/Auditor-Controller. Subject to the applicable provisions of any trust agreement, indenture or resolution providing for a trustee or other fiscal agent, the Treasurer/Auditor-Controller is designated as the public officer or person who has charge of, handles, or has access to any property of the authority, and shall file an official bond if so required by the Board in accordance with these By-laws and, as such, shall have the powers, duties and responsibilities specified in Section 6505.1 of the Joint Exercise of Powers Act (the "Act"), set forth at California Government Code Sections 6500 et seq., as amended. The Treasurer/Auditor-Controller shall perform all duties of a treasurer, as outlined in Section 6505.5 of the Act; however, the Board shall have the discretion to transfer this function to a certified public accountant, consistent with Section 6505.5.

Section 2.7 Confirmation of Officers

Confirmation of officers shall be the first order of business at the first meeting of the Authority, regular or special, held in each fiscal year.

Section 2.8 Authority to Bind Authority

No member, officer, agent or employee of the Authority shall have any power or authority to bind the Authority by any contract, to pledge its credit, or to render it liable for any purpose in any amount, except to the extent that such person has been granted or delegated prior specific or general authority by vote of the Board.

ARTICLE 3 EMPLOYEES AND AGENTS

Section 3.1 Appointment of Employees and Agents

The Authority, through the Executive Director, may from time to time request from the respective authority Members the services of such personnel, counsel or agents, permanent or temporary, as may be necessary to carry out the business and affairs of the Authority. The Board, or the Executive Director if so delegated by vote of the Board, may in addition employ or contract with temporary professional and technical personnel for the performance of Authority business and affairs, on such terms and at such rates of compensation as the Board, or Executive Director if so delegated by the Board, may determine; provided, however, that adequate sources of funds are identified for the payment of such temporary professional and technical services. Staff from Authority Members supporting the Authority shall be paid/reimbursed from the Authority for all applicable time billed at their fully-burdened hourly rate, as approved by the Executive Director of the Authority or as pursuant to a reimbursement agreement.

ARTICLE 4 MEETINGS

Section 4.1 Ralph M. Brown Act

The Ralph M. Brown Act (Cal. Gov't Code §54950 et seq.) (the "Brown Act") applies to all meetings of the Board.

Section 4.2 Regular Meetings

The Board shall hold regular meetings as specified by Board resolution, and the date, hour and place of the regular meetings shall be fixed by such Board resolution. To the extent permitted by the Brown Act, such meetings may be held by telephone conference.

Section 4.3 Special Meetings

A special meeting may be called at any time by the Chair or the Executive Director in accordance with the Brown Act.

Section 4.4 Closed Sessions

Nothing contained in these By-laws shall be construed to prevent the Board from holding closed sessions during a regular or special meeting concerning any matter permitted by law to be considered in a closed session. All closed sessions shall be held pursuant to and in accordance with the Brown Act.

Section 4.5 Public Hearings

All public hearings held by the Board shall be held during regular or special meetings of the Board.

Section 4.6 Quorum

A majority of the authorized number of Board members shall constitute a quorum for the purpose of conducting its business and exercising its powers and for all other official purposes, except that less than a quorum may adjourn from time to time until a quorum is obtained. Any action or decision of the Authority shall be on motion duly approved by a majority of a quorum of the Board at a lawfully held meeting.

Section 4.7 Adjourning Meetings and Continuing Public Hearings to Other Times or Places
The Board may adjourn any meeting to a time and place specific in the order of adjournment. If all Board members are absent from any regular meeting or adjourned regular meeting, the Secretary or acting Secretary of the Authority may declare the meeting adjourned to a stated time and place and shall cause a written notice of the adjournment to be given in the same manner as provided for special meetings unless such notice is waived as provided for special meetings. A copy of the order or notice of adjournment shall be noticed and conducted in accordance with the Brown Act. When an order of adjournment of any meeting fails to state the hour at which the adjourned meeting is to be held, it shall be held at the hour specific for regular meetings.

Any public hearing being held, or any hearing noticed or ordered to be held at any meeting may by order or notice of continuance be continued or re-continued to any subsequent meeting and to the same extent set forth herein for the adjournment of the meetings; provided, that if the hearing is continued to a time less than twenty-four (24) hours after the time specific in the order or notice of hearing a copy of the order or notice of continuance shall be posted immediately following the meeting at which the order or declaration of continuance was adopted or made.

Section 4.8 Order of Business.
The Executive Director shall prepare the agenda for all meetings of the Authority. Business shall be conducted according to the agenda, except when determined by the Board as permitted by law.

Section 4.9 Parliamentary Procedure
The presiding officer at the meeting shall determine the rules of conduct. The presiding officer may be guided by the rules of parliamentary procedure set forth in Robert's Rules of Order, but failure to follow Robert's Rules of Order shall not affect the validity of any action or motion duly taken or adopted by the board at any lawfully held meeting.

ARTICLE 5 ADDITION OF MEMBER AGENCY

Section 5.1 Adding Associate Member
The Board may decide to add an associate member by a majority vote and execution of the Associate Membership Agreement, attached hereto as Exhibit "A" and incorporated into these By-laws by reference.

Section 5.2 Associate Membership

Any local agency in the state of California may, with the approval of the Board, become an Associate Member of the Authority by delivering to the Authority an Associate Membership Agreement, substantially in the form attached as Exhibit “A,” duly executed by the local agency’s governing body. An Associate Member shall be entitled to participate in all programs and other undertakings of the Authority, including, without limitation, the construction and financing of any local public improvement, the establishment, implementation and operation of a Community Choice Aggregation (as defined in the Cal. Public Utilities Code), and/or any other Authority programs and undertakings.

An Associate Member shall not be entitled to representation on the Board of Directors or to vote on any matter coming before the Board. Upon the Board’s approval of a local agency as a new Associate Member, the Chair, Vice Chair, Executive Director or other officer or staff member duly authorized by the Board for such purpose shall execute and deliver the applicable Associate Member Agreement to the new Associate Member.

ARTICLE 6 AMENDMENTS

Section 6.1 Amendment by the Board of Directors

The Board may, by resolution, adopt, amend or repeal the Authority’s By-laws.

EXHIBIT “A”

ASSOCIATE MEMBERSHIP AGREEMENT
By and Between the California Choice Energy Authority and the
_____, **CALIFORNIA**

This ASSOCIATE MEMBERSHIP AGREEMENT, dated _____, 20____, by and between the California Choice Energy Authority (the “Authority”) and the _____, a _____ duly organized and existing under the laws of the State of California (the “_____”) (collectively, the “Parties”);

WITNESSETH:

WHEREAS, certain cities of the State of California (collectively, the “Members”) have entered into a Joint Powers Agreement creating the California Choice Energy Authority (the Agreement), establishing the Authority and prescribing its purposes and powers and providing, among other things, for associate members of the Authority (an “Associate Member”); and

WHEREAS, the Authority has been formed for the purpose, among others, of assisting its Members and Associate Members in the raising of capital to finance the capital improvement needs of its Members and Associate Members by providing for financing in connection with the improvement, construction, acquisition, leasing, creation, rehabilitation and preservation of solar energy facilities within the boundaries of the Members and Associate Members; by utilizing the professional, technical and other knowledge and expertise of Authority Members, their employees, contractors and/or consultants, in connection with the establishment, implementation and operation of a Community Choice Aggregation; and/or by providing financing in accordance with the provisions of applicable law in connection with other projects and programs that are in the public interest and which benefit Members or Associate Members; and

WHEREAS, _____ desires to become an Associate Member of the Authority; and

WHEREAS, the Board of Directors of the Authority has determined that _____ should become an Associate Member of the Authority;

NOW, THEREFORE, in consideration of the above and of the mutual promises contained herein, the Authority and _____ do hereby agree as follows:

Section 1. Associate Member Status. _____ is hereby made an Associate Member of the Authority for all purposes of the Agreement and the By-laws of the Authority, the provisions of which are hereby incorporated herein by reference. From and after the date of execution and delivery of this Associate Membership Agreement by _____ and the Board of Directors of the Authority, _____ shall be and remain an Associate member of the Authority.

Section 2. Restrictions and Rights. _____ shall not have the right, as an Associate Member of the Authority, to vote on any action taken by the Board of

Directors or by the Authority. In addition, no officer, employee or representative of _____ shall have any right to become an officer or director of the Authority.

Section 3. Effect of Prior Authority Actions. _____ hereby agrees to be subject to and bound by all actions previously taken by the Board of Directors of the Authority to the same extent as the Members of the Authority are subject to and bound by such actions.

Section 4. No Obligations. The debts, liabilities and obligations of the Authority shall not be the debts, liabilities and obligations of _____.

Section 5. Execution of the Agreement. Execution of this Associate Membership Agreement shall satisfy the requirements of Section 12 of the Joint Powers Agreement and Section 5.2 of the By-laws of the Authority for participation by _____ in all programs and other undertakings of the Authority, including, without limitation, any undertaking to finance the acquisition, construction, installation and/or equipping of public capital improvements; utilizing the professional, technical and other knowledge and expertise of Authority Members, their employees, contractors and/or consultants, in connection with the establishment, implementation and/or operation of a Community Choice Aggregation, and/or providing or obtaining financing in connection with other projects and programs which are in the public interest and of benefit to the Authority, Members and/or Associate Members.

Section 6. Project Agreement. Any benefits and/or responsibilities of the Associate Member shall be determined in a project-specific development agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Associate Membership Agreement to be executed and attested by their proper officers thereunto duly authorized, on the day and year first set forth above.

_____,
CALIFORNIA,

a _____

By: _____

Title: _____

Attest:

Clerk

CALIFORNIA CHOICE ENERGY AUTHORITY

By: _____

Title: _____

Attest:

Secretary

CERTIFICATE OF SECRETARY

I certify that I am the duly appointed and acting Secretary of the California Choice Energy Authority, created in accordance with the provisions of the Joint Exercise of Powers Act (Cal. Gov't. Code §§6500 et seq.); that these By-laws and the Associate Membership Agreement form, attached hereto as Exhibit "A" and incorporated into these By-laws by reference, consisting of a total of eight (8) pages, constitute the By-laws of this Authority as adopted by the Board of Directors on _____; and that these By-laws have not been amended or modified since that date.

Executed on _____ at _____, California.

Secretary

RESOLUTION NO. CCEA 03-19

A RESOLUTION OF THE CALIFORNIA CHOICE ENERGY
AUTHORITY ADOPTING A CONFLICT OF INTEREST AND
DISCLOSURE CODE

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

WHEREAS, the Political Reform Act (California Government Code Section 81000, *et seq.*) requires state and local government agencies to adopt and to promulgate conflict of interest codes; and

WHEREAS, pursuant to said Act, the Authority desires to establish a Conflict of Interest and Disclosure Code and disclosure categories, setting forth the designated positions within the Authority and their disclosure obligations.

NOW, THEREFORE, THE BOARD OF THE CALIFORNIA CHOICE ENERGY AUTHORITY, DOES HEREBY RESOLVE, DETERMINE AND ORDER, AS FOLLOWS:

Section 1. The foregoing recitals are true and correct.

Section 2. The Authority Members hereby adopt the Disclosure Categories and Designated Positions within the Authority as follows:

DISCLOSURE CATEGORIES

A. Category 1: Persons in this category shall disclose all interest in real property within the jurisdiction. Real property shall be deemed to be within the jurisdiction if the property or any part of it is located within or not more than two miles outside by the boundaries of the jurisdiction or within two miles of any land owned or used by the agency.

Persons are not required to disclose a residence, such as a home or vacation cabin, used exclusively as a personal residence; however, a residence in which a person rents out a room or for which a person claims a business deduction may be reportable.

B. Category 2: Persons in this category shall disclose all investments and business positions.

C. Category 3: Persons in this category shall disclose all income (including gifts, loans, and travel payments) and business positions.

D. Category 4: Persons in this category shall disclose all business positions, investments in, or income (including gifts, loans, and travel payments) received from business entities that manufacture, provide or sell service and/or supplies of a type utilized by the agency and associated with the job assignment of designated positions assigned to this disclosure category.

DESIGNATED POSITIONS

Position; Disclosure Category

Governing Board Members; 1, 2, 3

Alternate Board Members; 1, 2, 3

Executive Director/Chief Executive Officer; 1, 2, 3

General Counsel; 1, 2, 3

Chief Operating Officer; 1, 2, 3

Chief Financial Officer; 2, 3

Director of Operations & Maintenance; 2, 3

Section 3. This resolution shall take effect immediately upon its adoption.

PASSED, APPROVED, and ADOPTED this 12th day of February, 2019, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

APPROVED:

BRITT AVRIT, MMC
City Clerk/Authority Secretary
California Choice Energy Authority

R. REX PARRIS
Chairman
California Choice Energy Authority

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

CERTIFICATION OF RESOLUTION
CALIFORNIA CHOICE ENERGY AUTHORITY

I, _____, _____ City of Lancaster, California,
do hereby certify that this is a true and correct copy of the original Resolution No. CCEA 03-19,
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

Date: February 12, 2019
To: Mayor Parris and City Council Members
From: Pam Statsmann, Finance Director
Subject: **Check Registers – January 06, 2019 through January 26, 2019**

CC 2
02/12/19
JC

Recommendation:

Approve the Check Registers as presented.

Fiscal Impact:

\$6,207,563.25 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.:	7401180-7401568	\$ 5,734,244.45
ACH/Wire Check Nos.:	101010242-101010255	<u>\$ 473,318.80</u>
		\$ 6,207,563.25
Voided Check No.:	7401271	
Voided ACH/Wire No.:	N/A	

PS:sp

Attachments:

Check Register
ACH/Wire Register

City of Lancaster Check Register



From Check No.: 7401180 - To Check No.: 7401568

From Check Date: 01/06/19 - To Check Date: 01/26/19

Printed: 1/28/2019 11:37

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
7401180	09272	ALE SOLUTIONS INC	RFND-TOT/TBID-08/03-11/04/18	551.56	101 2501000	48.98
					101 3103100	502.58
				<u>551.56</u>		<u>551.56</u>
7401181	C1927	ARMSTRONG, RONDA	RA-PR DM-SCRAMENTO-01/13-18/19	363.00	101 4220256	363.00
7401182	C2060	CA WATER SERVICE COMPANY	10/09/18-12/06/18 WATER SVC	771.55	482 4636654	771.55
7401183	08551	EMPLOYMENT DEVELOPMENT DEPT	EARNINGS WITHHOLDING ORDER	50.00	101 2159000	50.00
7401184	06857	ENTERTAINMENTMAX, INC	BAL-TIM MEADOWS-01/12/19	3,500.00	101 4650318	3,500.00
7401185	02108	FRANCHISE TAX BOARD	TAX WITHHOLDING ORDER	60.00	101 2159000	60.00
7401186	C8063	KINGDOM BUILDING FELLOWSHIP	JUSTICE SUNDAY SPONSORSHIP	2,000.00	106 4100771	2,000.00
7401187	1296	L A CO CLERK-ENVIRO FILINGS	NOE:2017-PVMNT MNGMNT PRGM	75.00	206 12ST036924	75.00
7401188	1296	L A CO CLERK-ENVIRO FILINGS	NOE:2020-PVMNT MNGMNT PRGM	75.00	211 12ST040924	75.00
7401189	1296	L A CO CLERK-ENVIRO FILINGS	NOE:2020-PVMNT MNGMNT PRGM	75.00	211 12ST040924	75.00
7401190	1214	L A CO SHERIFF'S DEPT	11/18-SPCL EVNTS- HOLIDAY PTRL	431.78	101 4820355	390.75
					101 4820357	41.03
				<u>431.78</u>		<u>431.78</u>
7401191	1214	L A CO SHERIFF'S DEPT	11/18-SPECIAL INVESTIGATIONS	625.30	101 4820355	565.88
					101 4820357	59.42
				<u>625.30</u>		<u>625.30</u>
7401192	1214	L A CO SHERIFF'S DEPT	11/18-SPCL EVNTS-FOD	1,166.85	101 4820355	1,055.97
					101 4820357	110.88
				<u>1,166.85</u>		<u>1,166.85</u>
7401193	1215	L A CO WATERWORKS	10/22/18-12/27/18 WATER SVC	12,563.24	203 4636654	452.96
					482 4636654	12,110.28
				<u>12,563.24</u>		<u>12,563.24</u>
7401194	A2073	LANCASTER PERF ARTS CNTR FNDTN	JP/SP-SPEAKEASY SPONSORSHIP	731.25	101 2102600	750.00
					101 4643235	(18.75)
				<u>731.25</u>		<u>731.25</u>
7401195	D3151	LNCSTR MUSEUM/PUBLIC ART FNDTN	LMPAF SALES/DONATNS-AUG-SEP 18	1,569.83	101 2102500	1,508.12
					101 2175001	126.19
					101 4643235	(39.97)
					101 4643235	(24.51)
				<u>1,569.83</u>		<u>1,569.83</u>

City of Lancaster Check Register



From Check No.: 7401180 - To Check No.: 7401568
 From Check Date: 01/06/19 - To Check Date: 01/26/19

Printed: 1/28/2019 11:37

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
7401196	09031	SLIFE, CATHERINE	CASE #BD455957	475.00	101 2159000	475.00
7401197	03154	SO CA EDISON	12/01/18-01/01/19 ELECTRIC SVC	115.63	483 4785660	115.63
7401198	03154	SO CA EDISON	09/20/18-12/20/18 ELECTRIC SVC	382.37	363 4542770	12.57
					482 4636652	215.43
					484 4755652	154.37
				<u>382.37</u>		<u>382.37</u>
7401199	03154	SO CA EDISON	10/22/18-11/28/18 ELECTRIC SVC	16,328.48	101 4240902	476.16
					101 4632652	1,437.08
					101 4633652	4,682.08
					101 4634652	4,658.32
					101 4650652	4,650.69
					209 12ST032924	72.59
					232 15BW005924	37.88
					482 4636652	231.21
					483 4785660	82.47
				<u>16,328.48</u>		<u>16,328.48</u>
7401200	1907	SO CA GAS COMPANY	11/23/18-12/26/18 GAS SVC	7,372.24	101 4631655	186.97
					101 4633655	3,135.96
					101 4650655	2,853.69
					101 4651655	997.97
					101 4800403	197.65
				<u>7,372.24</u>		<u>7,372.24</u>
7401201	09273	STALEY, HANNAH	RFND-GEN BUSINESS LICENSE FEE	50.00	101 3102200	50.00
7401202	C2555	TIME WARNER CABLE	12/14/18-01/13/19 BROADBND SVC	154.99	101 4820651	154.99
7401203	C8046	U S DEPT OF EDUCATION	LEVY PROCEEDS	265.29	101 2159000	265.29
7401204	08290	4WALL ENTERTAINMENT INC	PAC-HAZER RNTL-11/07-13/18	127.50	101 4650602	127.50
7401205	02071	A G SOD FARMS INC	NSC-SOD	1,200.00	101 4635404	1,200.00
7401206	06043	A V 4-H LEADERS COUNCIL	12/18-GINGERBREAD DCR INSTRCTN	33.60	101 4643308	33.60
7401207	A2225	A V AIRPORT EXPRESS, INC	BUS-HONDA CENTER-12/21/18	1,220.00	101 4640251	1,220.00
7401208	01039	A V FORD LINCOLN MERCURY	SEAL VALVE-EQ7607	11.48	480 4755207	11.48
			SEAL VALVES-EQ3302	34.43	101 4753207	34.43
				<u>45.91</u>		<u>45.91</u>
7401209	04446	AUTO PROS	SMOG INSPECTION-EQ5787	45.00	101 4631207	45.00
7401210	08902	BUILDERS UNLIMITED CONSTRUCTRS	STRIP/PATCH/PAINT DOORS	1,650.00	101 4633402	1,650.00
			CH-VANDALISM/FIRE REPAIRS	21,200.00	101 4633403	21,200.00
				<u>22,850.00</u>		<u>22,850.00</u>

City of Lancaster Check Register



From Check No.: 7401180 - To Check No.: 7401568

From Check Date: 01/06/19 - To Check Date: 01/26/19

Printed: 1/28/2019 11:37

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
7401211	08094	BURRELLESLUCE	12/18-MONTHLY MEDIA CHARGES	335.60	101 4305301	335.60
7401212	08940	CARQUEST	CORE RETURN-EQ3822	(65.70)	203 4752207	(65.70)
			BRK PDS(2)-EQ1715	76.14	101 4640207	76.14
			STRNG STBLZR-EQ3759	35.83	203 4752207	35.83
			OXYGEN SNSR-EQ7607	41.18	480 4755207	41.18
				<u>87.45</u>		<u>87.45</u>
7401213	03475	CLARK AND HOWARD	WHEEL LIFT TOW-EQ3782	750.00	203 4752207	750.00
			TOWING FEES-EQ6809	50.00	101 4545207	50.00
			TOWING FEES-EQ5787	50.00	101 4631207	50.00
				<u>850.00</u>		<u>850.00</u>
7401214	C7625	DAPEER,ROSENBLIT & LITVAK, LLP	11/18-SPECIALIZED LGL SVCS	106.40	101 4100303	106.40
7401215	D4053	DEPT OF PUBLIC HEALTH	104 E K4-BCKFLW FEES-AR0229437	37.00	203 4636404	37.00
7401216	00414	DESERT LOCK COMPANY	VEHICLE KEYS(3)-EQ3828	11.50	484 4752207	11.50
			VEHICLE KEYS(2)-EQ5785	10.95	101 4633207	10.95
				<u>22.45</u>		<u>22.45</u>
7401217	07159	DIAZ, BRANDON	12/18-TENNIS INSTRUCTOR	28.00	101 4643308	28.00
			12/18-TENNIS INSTRUCTOR	252.00	101 4643308	252.00
			12/18-TENNIS INSTRUCTOR	140.00	101 4643308	140.00
				<u>420.00</u>		<u>420.00</u>
7401218	08028	ECONOMU CONSTRCTION	CDR ST-CRPT INSTLL/INTRR PAINT	13,286.00	101 4820304	13,286.00
			CDR ST-DOOR INSTALLATION	395.00	101 4820304	395.00
				<u>13,681.00</u>		<u>13,681.00</u>
7401219	D2427	ENVIRONMENTAL SOUND SOLUTIONS	ENCOMPASS-LE EQUIPMENT MTNC	65.00	101 4633402	65.00
7401220	00617	FEDERAL EXPRESS CORPORATION	EXPRESS MAILINGS	75.62	491 4250212	75.62
			EXPRESS MAILINGS	134.15	101 4410212	68.30
					101 4770212	45.60
					210 15SW017924	20.25
				<u>209.77</u>		<u>209.77</u>
7401221	C9980	GRANICUS, INC	01/19-GOVRMNT TRANSPRNCY SUITE	2,181.00	101 4305296	420.00
					101 4305402	1,761.00
				<u>2,181.00</u>		<u>2,181.00</u>
7401222	07354	HAWLEY, ROBYN	12/18 AM EXERCISE INSTRUCTION	105.00	101 4643308	105.00
7401223	819	HERC RENTALS INC	GALA-GENERATOR-11/15-17/18	517.69	101 4220251	517.69
			BLCK PRTY-GENERATOR-12/01-2/18	645.68	101 4649559	645.68
			BLCK PRTY-EQPMNT RNTLS-12/18	542.80	101 4649559	542.80
			BLCK PRTY-UTV CART-12/01-02/18	271.40	101 4649559	271.40
			BLCK PRTY-EQPMNT RNTLS-12/18	146.73	101 4649559	146.73
				<u>2,124.30</u>		<u>2,124.30</u>

City of Lancaster Check Register



From Check No.: 7401180 - To Check No.: 7401568

From Check Date: 01/06/19 - To Check Date: 01/26/19

Printed: 1/28/2019 11:37

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7401224	01260	HONDA LANCASTER	LBR/PRTS-EQ1715	324.40	101 4640207	324.40
7401225	07127	HUMAN ELEMENT	12/18-BARRE INSTRUCTION 12/18-YOGA INSTRUCTION	25.20 25.20	101 4643308 101 4643308	25.20 25.20
				<u>50.40</u>		<u>50.40</u>
7401226	D3842	INNOVATION EDUCATION	12/18-ITALIAN INSTRUCTION 12/18-LEGO ROBOTICS INSTRCTN	112.00 336.00	101 4643308 101 4643308	112.00 336.00
				<u>448.00</u>		<u>448.00</u>
7401227	A2594	INTERSTATE BATTERY SYS OF A V	BATTERIES(2)-EQ3985 BATTERIES(2)-EQ1511	233.59 386.72	480 4755207 101 4800207	233.59 386.72
				<u>620.31</u>		<u>620.31</u>
7401228	D1903	KERN MACHINERY INC-LANCASTER	TIRES(4)-EQ5845	798.00	101 4634207	798.00
7401229	01917	KWIK-KEY SERVICE	MTNC YD-LOCK REPAIR	75.00	203 4752402	75.00
7401230	1203	LANCASTER PLUMBING SUPPLY	BASKET STRAINER	15.42	101 4633403	15.42
7401231	A5005	LENTON COMPANY INC	PAC-REFINISH INTERIOR PANELING PAC-REFINISH INTERIOR PANELING	30,000.00 13,571.43	227 11BS022924 227 11BS022924	30,000.00 13,571.43
				<u>43,571.43</u>		<u>43,571.43</u>
7401232	04351	LYN GRAFIX	50/50 SHIRTS(95) SHIRTS(21)	769.13 221.08	101 4640251 101 4640251	769.13 221.08
				<u>990.21</u>		<u>990.21</u>
7401233	06673	MILLER, JACK C	12/18-TENNIS INSTRUCTOR 12/18-TENNIS INSTRUCTOR 12/18-TENNIS INSTRUCTOR 12/18-TENNIS INSTRUCTOR 12/18-TENNIS INSTRUCTOR 12/18-TENNIS INSTRUCTOR 12/18-TENNIS INSTRUCTOR 12/18-TENNIS INSTRUCTOR 12/18-TENNIS INSTRUCTOR 12/18-TENNIS INSTRUCTOR	27.00 24.00 27.00 30.00 33.00 15.00 27.00 15.00 3.00 33.00	101 4643308 101 4643308 101 4643308 101 4643308 101 4643308 101 4643308 101 4643308 101 4643308 101 4643308 101 4643308	27.00 24.00 27.00 30.00 33.00 15.00 27.00 15.00 3.00 33.00
				<u>234.00</u>		<u>234.00</u>
7401234	01184	MONTE VISTA CAR WASH	CAR WASHES(12)	196.00	101 4633207 101 4640207 101 4647207 101 4647207 101 4647207 101 4653207 101 4783207 101 4800207 101 4800207 101 4800207 203 4752207	15.50 15.50 15.50 15.50 15.50 22.00 15.50 14.50 15.50 15.50 15.50

City of Lancaster Check Register



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From Check Date: 01/06/19 - To Check Date: 01/26/19

Printed: 1/28/2019 11:37

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				196.00	203 4752207	20.00
7401235	07980	MOORE, JACK T	12/18-EQUIPMENT MAINTENANCE	95.00	101 4633402	95.00
7401236	06936	MOSMAN, DESIREA	12/18 AM EXERCISE INSTRUCTION	385.00	101 4643308	385.00
7401238	08562	NAPA AUTO PARTS	RDTR HS/CRVD HS-EQ5786	(30.72)	101 4545207	(30.72)
			SWTCH HDLGHT-EQ3838	24.20	203 4752207	24.20
			FUEL MODULE-EQ6809	290.97	101 4545207	290.97
			SRP BLT/RDTR HS-EQ3823	150.79	482 4752207	150.79
			WPR BLDS-EQ1745	23.29	101 4647207	23.29
			BRK SH/BRK WHL CLNDR-EQ4329	177.58	483 4785207	177.58
			OIL FLTR/WPR BLDS-EQ3831	17.61	203 4752207	17.61
			OIL FLTR/WPR BLDS-EQ1715	16.80	101 4640207	16.80
			OIL/AIR FLTRS-EQ2308	29.75	203 4752207	29.75
			OIL/AIR FLTRS-EQ4360	47.46	203 4785207	47.46
			OIL FLTR/WPR BLDS-EQ2300	17.64	101 4641207	17.64
			AIR/FL/OIL/HDRLC FLTRS-EQ3772	220.39	484 4752207	220.39
			OIL FLTR/WPR BLDS-EQ5652	16.85	101 4633207	16.85
			OIL FLTR/WPR BLDS-EQ7300	18.30	101 4785207	18.30
			OIL FLTR/WPR BLDS-EQ5653	16.85	101 4633207	16.85
			WPR BLDS/OIL FLTR-EQ3412	17.88	203 4752207	17.88
			OIL FLTR/WPR BLD-EQ3832	18.44	203 4752207	18.44
			OIL/AIR FLTRS/WPR BLDS-EQ1745	39.50	101 4647207	39.50
			CORE DEPOSIT-EQ4360	(16.43)	203 4785207	(16.43)
			SEAL KTS/PAG OIL-EQ3769	14.52	203 4752207	14.52
			HLGN BLB-EQ3778	13.13	203 4752207	13.13
			BELT-EQ7766	26.73	101 4761207	26.73
			TRLR WIRE-EQ3368	15.44	203 4752207	15.44
			HEADLGT BULB-EQ5601	11.90	101 4647207	11.90
			EXT MODEL KIT-EQ3981	247.82	483 4785207	247.82
			AIRFLW SNSR/COR DEP-EQ7607	118.25	480 4755207	118.25
			SPARK PLUG-EQ7607	10.76	480 4755207	10.76
			IGNTION COIL-EQ7607	50.56	480 4755207	50.56
			REMAN/COR DEP-EQ7603	381.39	101 4761207	381.39
			OIL FLTR-EQ3832	4.51	203 4752207	4.51
			OIL/AIR FLTRS/WPR BLDS-EQ7508	29.42	101 4761207	29.42
			OIL/AIR FLTRS/WPR BLDS-EQ7766	24.28	101 4761207	24.28
			OIL FLTR-EQ3412	3.76	203 4752207	3.76
			OIL FLTR/WPR BLD-EQ3823	16.85	482 4752207	16.85
			OIL/AIR FLTRS-EQ3757	14.92	203 4752207	14.92
			AIR/OIL FLTRS-EQ7607	17.91	480 4755207	17.91
			AIR/OIL FLTRS/WPR BLDS-EQ1509	41.03	101 4200207	41.03
			AIR/OIL FLTRS-EQ4329	15.21	483 4785207	15.21
			OIL FLTR-EQ7769	3.57	101 4761207	3.57
			OIL/AIR FLTRS/WPR BLDS-EQ6808	53.87	101 4800207	53.87
			OIL/AIR FLTR-EQ1510	14.88	480 4755207	14.88
			OIL FLTR-EQ4300	4.51	203 4752207	4.51
			OIL/AIR FLTRS-EQ5500	12.53	101 4783207	12.53
				2,244.90		2,244.90

City of Lancaster Check Register



From Check No.: 7401180 - To Check No.: 7401568

From Check Date: 01/06/19 - To Check Date: 01/26/19

Printed: 1/28/2019 11:37

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7401239	05681	NEOPOST USA INC	SURE SEAL BOTTLE	10.95	101 4600211	10.95
7401240	D2634	O'REAR, JEFFREY R	12/18-PRODUCTION SERVICES	400.00	101 4649225	400.00
7401241	06513	ODYSSEY POWER	MTNC YD-GENERATOR REPAIRS	752.00	480 4755402	752.00
7401242	05741	P P G ARCHITECTURAL FINISHES	CH-PAINT/SUPPLIES	154.78	101 4633403	154.78
7401243	07249	PATRIOT PLUMBING	CH-SINK REPAIR	183.50	101 4633402	183.50
7401244	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>
7401245	05864	QUINN COMPANY	PUMP-EQ3774	1,253.09	203 4752207	1,253.09
			SEAL O-RING-EQ3774	14.77	203 4752207	14.77
				<u>1,267.86</u>		<u>1,267.86</u>
7401246	05643	REVENUE COST SPECIALISTS, LLC	COST CONTROL SYSTEM UPDATES	10,333.33	101 4410301	10,333.33
7401247	05943	ROBERTSON'S	CONCRETE	286.52	203 4752410	286.52
7401248	04337	RUIZ, LINDA	12/18-TENNIS INSTRUCTOR	214.20	101 4643308	214.20
			12/18-TENNIS INSTRUCTOR	214.20	101 4643308	214.20
				<u>428.40</u>		<u>428.40</u>
7401249	D3947	S G A CLEANING SERVICES	LMS-ADA PROJECT	2,850.00	227 11Z004924	2,850.00
			LBP-TRASH REMOVAL	995.00	101 4636402	995.00
			BGC-RESTROOM DISPENSER INSTLLTN	360.00	101 4633402	360.00
			CDR ST-CEILING REPAIR	985.00	101 4633402	985.00
			BGC-HEATING UNIT REPAIR	490.00	101 4633403	490.00
			BGC-ELECTRICAL REPAIR	765.00	101 4633402	765.00
			CDR ST-FENCE REPAIR	540.00	101 4651402	540.00
			EPL-DOOR REPAIR	240.00	101 4631402	240.00
				<u>7,225.00</u>		<u>7,225.00</u>
7401250	A8260	SAGE STAFFING	EM-PARKS STAFF-12/03-07/18	1,185.75	101 4600308	1,185.75
			GK/AM-PBLC SFTY STFF-12/3-7/18	450.45	101 4820308	450.45
			AT-LCE STAFF-12/03-07/18	1,002.00	490 4250308	1,002.00
			EM-PARKS STAFF-12/10-14/18	1,177.00	101 4600308	1,177.00
			GK/AM-PUBLIC SFTY-12/10-14/18	584.40	101 4820308	584.40
			AT-LCE STAFF-12/10-14/18	1,002.00	490 4250308	1,002.00
			EM-PARKS STAFF-12/17-21/18	844.75	101 4600308	844.75
				<u>6,246.35</u>		<u>6,246.35</u>
7401251	08790	SECURE TASK	MTNC YD-12/18-SECURITY PATROL	4,797.00	203 4752301	4,797.00
7401252	08126	SECURITY DEFENDERS	NSC-SCRTY SVC-11/29-12/13/18	1,980.00	101 4635301	1,980.00
			NSC-SECURITY SVC-12/14-27/18	1,848.00	101 4635301	1,848.00
				<u>3,828.00</u>		<u>3,828.00</u>

City of Lancaster Check Register



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Printed: 1/28/2019 11:37

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7401253	09245	SISSON, TAMMIE	12/18-SPA INSTRUCTOR 12/18-STEM INSTRUCTOR	48.00 72.00 <u>120.00</u>	101 4643308 101 4643308	48.00 72.00 <u>120.00</u>
7401254	D2143	STREAMLINE AUDIO VISUAL, INC	PAC-AUDIO EQUIP RNTL-10/13/18 BOO-AUDIO EQUIP RNTL PAC-AUDIO ENGINEER-10/31/18 MBC-AUDIO EQUIP RNTL-12/08/18	1,050.00 112.00 600.00 4,344.50 <u>6,106.50</u>	101 4650602 101 4649561 101 4650602 101 4649565	1,050.00 112.00 600.00 4,344.50 <u>6,106.50</u>
7401255	06963	SURFACE	ZELDAS-FOUNTAIN MAINTENANCE	2,525.00	227 11BS022924	2,525.00
7401256	07372	THE MODERN TEA ROOM, LLC	BLCK PRTY-CATERING-12/01/18 MYR/SHRFF MTG-CATRNG SVC-12/18 NXT 50 MTG-CATRNG SVCS-01/3/19	1,530.62 131.40 91.21 <u>1,753.23</u>	101 4649559 101 4100202 101 4200202	1,530.62 131.40 91.21 <u>1,753.23</u>
7401257	2009	THE TIRE STORE	TIRES(4)-EQ4329 TIRES(4)-EQ1501	685.90 301.80 <u>987.70</u>	483 4785207 101 4800207	685.90 301.80 <u>987.70</u>
7401258	04239	TIM WELLS MOBILE TIRE SERVICE	SERVICE CALL-EQ3773 TIRE REPAIR-EQ1522 SERVICE CALL-EQ3773 SRVC CLL/TIRES(4)-EQ3820 SRVC CLL/RPR-EQ3998 SERVICE CALL-EQ3773 TIRE REPAIR-EQ5653 TIRE REPAIR-EQ6810 RPR-EQ5852 SVC CALL/FLT RPR-EQ3773 SVC CALL/MNT/DSMNT-EQ3775 TIRES/MNT/DSMNT-EQ3746 TIRE REPAIR-EQ1517	200.40 28.14 105.00 505.59 100.00 174.95 31.61 15.00 27.14 105.00 202.50 576.53 15.00 <u>2,086.86</u>	203 4752207 101 4800207 203 4752207 203 4752207 480 4755207 203 4752207 101 4633207 101 4783207 101 4634207 203 4752207 203 4752207 484 4752207 101 4800207	200.40 28.14 105.00 505.59 100.00 174.95 31.61 15.00 27.14 105.00 202.50 576.53 15.00 <u>2,086.86</u>
7401259	A7515	U S BANK	11/18-ADMIN FEE	243.48	101 3501110	243.48
7401260	05551	UNITED SITE SRVCS OF CA,SO DIV	FENCE RNTL-12/06/18-01/02/19	19.72	101 4633403	19.72
7401261	05834	VENCO WESTERN, INC	10/18-IRRIGATION REPAIRS 11/18-IRRIGATION REPAIRS	3,626.23 3,626.23 <u>7,252.46</u>	482 4636401 482 4636401	3,626.23 3,626.23 <u>7,252.46</u>
7401262	04496	VULCAN MATERIAL WESTERN DIV	ASPHALT COLD MIX	209.67 234.77 <u>444.44</u>	203 4752410 203 4752410	209.67 234.77 <u>444.44</u>
7401263	D0298	WILLDAN FINANCIAL SERVICES	CFD 89-1-COMMNTY FACLTS ADMIN	2,100.94	101 4410301	2,100.94
7401264	09146	WOOLLEY MARGARET, SUSAN	11/18-12/18-LEGAL SERVICES	14,899.50	101 4100303	14,899.50

City of Lancaster Check Register



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7401265	2400	XEROX CORPORATION	09/18-COPIER LEASE-GYA 112199	2,065.55	101 4410254	2,065.55
7401266	02357	A V TRANSIT AUTHORITY	JAN-MAR 19-BUS STOP MAINTENNCE 3RD QTR BILLING-FY19	19,800.00 374,666.34	207 4430404 207 4430301 207 4430301	19,800.00 47,879.31 326,787.03
				<u>394,466.34</u>		<u>394,466.34</u>
7401267	06429	STANTEC CONSULTING SRVCS INC	CP17013-AVE I/60TH ST IMPRVMNT CDP1507-2017 DRAIN GUIDELINE CP17005-PEDESTRIAN IMPROVEMNTS CP17015-AVE I IMPROVEMENTS CP16004-10TH ST W IMPROVEMENTS CP17014-AVE I IMPRVMNTS-24 CP17015-AVE I IMPROVEMENTS CDP1507-2017 DRAIN GUIDELINE CP17005-PEDESTRIAN IMPROVEMNTS CP16004-10TH ST W IMPROVEMENTS	519.00 8,259.25 141,339.30 18,351.00 12,551.00 20,375.12 33,189.90 346.00 124,394.00 13,781.55	217 16ST030924 220 4761301 210 15SW017924 210 15ST054924 210 15BW008924 210 15ST053924 210 15ST054924 220 4761301 210 15SW017924 210 15BW008924	519.00 8,259.25 141,339.30 18,351.00 12,551.00 20,375.12 33,189.90 346.00 124,394.00 13,781.55
				<u>373,106.12</u>		<u>373,106.12</u>
7401268	1916	STRADLING, YOCCA, CARLSON, RAUTH	10/18-LEGAL SERVICES	120,789.55	101 4100303 101 4100303 101 4100303 101 4100303 101 4100303 101 4100303 101 4100303 101 4100303 101 4100303 101 4100303 101 4100303 491 4250303 811 4100303 830 4300303 830 4300303 991 4240303	245.85 549.10 1,329.40 3,641.40 3,987.00 6,747.40 9,634.80 10,278.60 14,464.35 26,408.43 41,051.18 2,051.90 41.80 108.84 162.80 86.70
				<u>120,789.55</u>		<u>120,789.55</u>
7401269	00107	A V PRESS	SUBSCRIPTION RNWL-ACCT 0024330	229.95	101 4200206	229.95
7401270	00107	A V PRESS	11/18-ADVERTISING	960.00	101 4755355	960.00
7401271		VOID				
7401272	C0943	ARMSTRONG, MICHAEL	MA-REIMB-CLASS A LICENSE RNWL	45.00	101 4220311	45.00
7401273	09280	BLMYER, DUSTIN	DB-PR DM-LAS VEGAS-01/21-24/19	213.50	203 4752201	213.50
7401274	D3845	CHAVEZ, CARLOS	CC-REIMB-FUEL	75.51	101 4653217	75.51
7401275	05510	CITY OF LANCASTER	FNL MP-HNR3-I/DIVISION	14,198.00	361 4541901D	14,198.00

City of Lancaster Check Register



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7401276	D3476	DIVISION OF STATE ARCHITECT	OCT-DEC 18-SB1186 FEES	792.80	101 2179004	792.80
7401277	07660	FEISTER, STEVEN	SF-PR DM-LAS VEGAS-01/21-24/19	213.50	203 4752201	213.50
7401278	02108	FRANCHISE TAX BOARD	QTRLY ENTRTNMT WHLDNG-12/31/18	5,444.25	101 2177003	2,450.00
					402 2177000	2,994.25
				<u>5,444.25</u>		<u>5,444.25</u>
7401279	08910	INNOVATIVE MANGMNT GROUP INC	BAL-TEMPTATIONS REVIEW-1/19/19	4,300.00	101 2177003	(700.00)
					101 4650318	5,000.00
				<u>4,300.00</u>		<u>4,300.00</u>
7401280	09281	INTERRANTE, LUZ	RFND-GEN BUSINESS LICENSE FEE	92.00	101 3102200	92.00
7401281	D0412	KATZ, BRUCE	BK-REIMB-CLASS A LICENSE RNWL	46.00	101 4220311	46.00
7401282	1215	L A CO WATERWORKS	11/01/18-01/08/19 WATER SVC	12,911.47	101 4631654	5,682.71
					101 4633654	1,864.13
					203 4636654	1,198.29
					203 4752654	1,009.34
					306 4542684	135.60
					306 4542924	97.60
					480 4755654	631.15
					482 4636654	1,973.63
					484 4755654	319.02
				<u>12,911.47</u>		<u>12,911.47</u>
7401283	D2287	LANCASTER CODE ENFRMNT ASSN	UNION DUES-PP 1-2019	300.00	101 2171000	300.00
7401284	A2073	LANCASTER PERF ARTS CNTR FNDTN	JB-ARTS FOR YOUTH DONATION	24.37	101 2102600	25.00
					101 4643235	(0.63)
				<u>24.37</u>		<u>24.37</u>
7401285	D3151	LNCSTR MUSEUM/PUBLIC ART FNDTN	LMPAF SALES/DONATNS-OCT-DEC 18	2,768.32	101 2102500	2,636.35
					101 2175001	236.48
					101 4643235	(61.42)
					101 4643235	(43.09)
				<u>2,768.32</u>		<u>2,768.32</u>
7401286	07930	MILLER, DUSTIN	DM-PR DM-LAS VEGAS-01/21-24/19	213.50	203 4752201	213.50
7401287	09282	OGANESYAN, TALIN	RFND-BUSINESS LICENSE APP FEES	124.00	101 2179004	4.00
					101 3102200	92.00
					101 3102250	28.00
				<u>124.00</u>		<u>124.00</u>
7401288	A7221	P E R S LONG TERM CARE PROGRAM	LONG TERM CARE PREM-PP 01-2019	1,185.76	101 2170200	1,185.76
7401289	A7221	P E R S LONG TERM CARE PROGRAM	01/19-RETIREE LONG TERM CARE	4,969.22	109 1101000	4,969.22
7401290	1705	QUARTZ HILL WATER DISTRICT	12/03/18-01/02/19 WATER SVC	3,566.52	101 4634654	666.72

City of Lancaster Check Register



From Check No.: 7401180 - To Check No.: 7401568

From Check Date: 01/06/19 - To Check Date: 01/26/19

Printed: 1/28/2019 11:37

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					203 4636654	544.05
					482 4636654	2,355.75
				<u>3,566.52</u>		<u>3,566.52</u>
7401291	D2669	SCHLOCK, WILLIAM	WM-PR DM-LAS VEGAS-01/21-24/19	213.50	203 4752201	213.50
7401292	03154	SO CA EDISON	03/23/18-01/07/19 ELECTRIC SVC	1,481.43	101 4633652	41.44
					363 4542771	158.83
					482 4636652	293.18
					483 4752660	124.51
					483 4785660	863.47
				<u>1,481.43</u>		<u>1,481.43</u>
7401293	03154	SO CA EDISON	12/03/18-01/03/19 ELECTRIC SVC	2,038.90	203 4636652	477.75
					482 4636652	1,561.15
				<u>2,038.90</u>		<u>2,038.90</u>
7401294	03154	SO CA EDISON	11/05/18-01/08/19 ELECTRIC SVC	2,968.17	483 4785652	2,370.86
					483 4785660	597.31
				<u>2,968.17</u>		<u>2,968.17</u>
7401295	03154	SO CA EDISON	10/02/18-01/14/19 ELECTRIC SVC	10,396.82	480 4755652	560.38
					483 4785652	7,060.96
					483 4785660	39.87
					484 4755652	329.74
					485 4755652	1,661.40
					490 4250652	744.47
				<u>10,396.82</u>		<u>10,396.82</u>
7401296	03154	SO CA EDISON	10/31/18-01/10/19 ELECTRIC SVC	33,459.18	101 4631652	10,080.12
					101 4633652	8,258.18
					101 4634652	4,498.89
					101 4635652	8,863.83
					101 4636402	287.20
					101 4651652	649.12
					101 4800403	113.14
					482 4636652	35.16
					483 4785660	673.54
				<u>33,459.18</u>		<u>33,459.18</u>
7401297	1907	SO CA GAS COMPANY	11/26/18-01/03/19 GAS SVC	15.29	101 4631655	15.29
7401298	06771	STATE WATER RESOURCES BOARD	BK-CERTIFICATION RNWL	60.00	485 4755206	60.00
7401299	C2554	SUPERIOR COURT OF CA-CO OF L A	12/18-ALLCTN OF PRKG PENALTIES	16,764.70	101 3310200	278.20
					101 3310200	1,635.00
					101 3310200	1,648.50
					101 3310200	1,648.50
					101 3310200	2,198.00
					101 3310200	2,816.50
					101 3310200	3,270.00
					101 3310200	3,270.00

City of Lancaster Check Register



From Check No.: 7401180 - To Check No.: 7401568

From Check Date: 01/06/19 - To Check Date: 01/26/19

Printed: 1/28/2019 11:37

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				16,764.70		16,764.70
7401300	C2555	TIME WARNER CABLE	01/19-TV SERVICE-VICE MAYOR	23.04	101 4315651	23.04
7401301	C2555	TIME WARNER CABLE	01/04-02/13/19 BROADBAND SVC	154.99	101 4820651	154.99
7401302	C2555	TIME WARNER CABLE	01/19-BUSINESS-MAYORS OFFICE	160.38	101 4315651	160.38
7401303	C2555	TIME WARNER CABLE	01/19-ROADRUNNER SERVICE	233.88	101 4315651	233.88
7401304	D3370	VERIZON WIRELESS	IPADS	5,173.80	101 4315291	5,173.80
7401305	C7500	A B I DOCUMENT SUPPORT SRVCS	CLAIM #040-15/CLGL-1346A1	240.56	109 4430300	240.56
7401306	02071	A G SOD FARMS INC	NSC-BALLPARK MIX	1,058.82	101 4635404	1,058.82
			NSC-BALLPARK MIX	88.24	101 4635404	88.24
				<u>1,147.06</u>		<u>1,147.06</u>
7401307	06576	A V CHEVROLET	F BLT KT-EQ7603	175.01	101 4761207	175.01
7401308	C0077	A V E K	BACTERIOLOGICAL TEST	20.00	101 4635301	20.00
7401309	03854	A V JANITORIAL SUPPLY	CPC-JANITORIAL SUPPLIES	1,439.27	101 4631406	1,439.27
7401310	08894	ADHERENCE COMPLIANCE	MEDICAL CANNABIS SUPPORT SVCS	5,600.00	101 4230301	5,600.00
7401311	C8745	ADVANCE ELECTRIC	OMP-LIGHTING REPAIRS	375.00	101 4634402	375.00
7401312	L0930	AKILLIAN, JOHN	LCE-NEM PAYOUT	48.64	490 4250658	48.64
7401313	C6143	AMERICAN BUSINESS MACHINES	IMAGE RUNNER ADV COPIER	4.00	101 4410254	4.00
7401314	D1663	AMERICAN IRON WORK	NSC-FENCE REPAIRS	410.25	101 4635402	410.25
			OMP-BASKETBALL COURT REPAIRS	695.00	101 4634402	695.00
				<u>1,105.25</u>		<u>1,105.25</u>
7401315	D3147	AMERICAN PLUMBING SERVICES,INC	EPL-SHOWER DRAIN REPAIR	97.00	101 4631402	97.00
7401316	04190	AMERIPRIDE SERVICES	UNIFORM CLEANINGS	53.28	101 4753209	53.28
7401317	08974	AMOBIOUS GROUP INC	07/18-12/18 VERIBOOK SUBSCRPTN	300.00	101 4210251	300.00
7401318	02693	ANDY GUMP, INC	HP-FNCE RNTL-12/13/18-01/09/19	17.74	101 4634602	17.74
			PBP-FNCE RNTL-12/14/18-1/10/19	19.71	101 4631602	19.71
				<u>37.45</u>		<u>37.45</u>
7401319	07452	ASSAD, DANA D	CLAIM #040-17/CLGL-1388A1	572.25	109 4430300	572.25
7401320	04446	AUTO PROS	SMOG INSPECTION-EQ6808	45.00	101 4800207	45.00
7401321	04151	AXES FIRE INC	FIRE CERTS/RECHRG/EXTINGUISHR	226.71	101 4635402	226.71

City of Lancaster Check Register



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From Check Date: 01/06/19 - To Check Date: 01/26/19

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7401322	D0879	B'S EMBROIDERY ETC	LMS-STAFF UNIFORM HAT STAFF UNIFORM SHIRTS/HATS	57.93 865.05 922.98	101 4632209 101 4635209	57.93 865.05 922.98
7401323	L0564	BAILEY, PATRICIA	LCE-NEM PAYOUT	9.07	490 4250658	9.07
7401324	L0931	BARBER, TREVIN	LCE-NEM PAYOUT	130.56	490 4250658	130.56
7401325	09180	BARONE'S PIZZA	RTN CHECK FEE- 7400910	45.00	101 4410301	45.00
7401326	C8921	BARTEL ASSOCIATES, LLC	11/18-CONSULTING SERVICES 11/18-CONSULTING SERVICES	3,674.00 4,706.00 8,380.00	101 4410301 101 4410301	3,674.00 4,706.00 8,380.00
7401327	06992	BREMER WHYTE BROWN & O'MEARA	CLAIM #062-15/CLGL-0002A2 CLAIM #062-15A/CLGL-0003A2	925.00 6,529.80 7,454.80	109 4430300 109 4430300	925.00 6,529.80 7,454.80
7401328	A9249	CA DEPT OF CORRCTNS/REHAB	11/18-CUSTODY SUPRVSN AGREEMNT	7,076.00 7,076.00	203 4752308 224 4752308	5,191.00 1,885.00 7,076.00
7401329	03609	CA QUARRY PRODUCTS	AHP-RAINBOW BOULDERS(5) AHP-RAINBOW BOULDERS(17) AHP-RAINBOW BOULDERS(6)	219.00 1,000.00 328.50 1,547.50	101 4631404 101 4631404 101 4631404	219.00 1,000.00 328.50 1,547.50
7401330	00382	CARRIER COMMUNICATIONS	01/19-HAUSER MTN SITE RENT	537.78	101 4200350	537.78
7401331	04636	CAYENTA/N HARRIS COMPUTER CORP	12/18-CMS	4,007.15	101 4315302	4,007.15
7401332	L0932	CHAPPELL, KELLY	LCE-NEM PAYOUT	57.73	490 4250658	57.73
7401333	05128	CLEANSTREET	12/18 MONTHLY STREET SWEEP	40,237.52 40,237.52	203 4752450 484 4752450	39,237.52 1,000.00 40,237.52
7401334	08484	CONSOLIDATED ELECTRCL DIST INC	NSC-LIGHT BULBS(23)	453.33	101 4635404	453.33
7401335	A5806	COOPERATIVE PERSONNEL SERVICE	LANC-COMP/CLASS STUDY SVCS	28,995.34	101 4320301	28,995.34
7401336	C7625	DAPEER,ROSENBLIT & LITVAK, LLP	11/18-SPECIALIZED LGL SVCS	630.00	101 4230301	630.00
7401337	07131	DE LAGE LANDEN FINANCIAL SVCS	01/15-02/14/19 NETWRK PRNTR	168.95	101 4800254	168.95
7401338	00432	DEPT OF JUSTICE	12/18-FINGERPRINT APPS	480.00	101 4220301	480.00
7401339	A0925	DESERT HAVEN ENTERPRISES	4415 HOBAN-BOARD UP 44015 HOBAN-BOARD UP	1,900.00 480.00 2,380.00	101 4545940 101 4545940	1,900.00 480.00 2,380.00

City of Lancaster Check Register



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Printed: 1/28/2019 11:37

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7401340	00414	DESERT LOCK COMPANY	OMP-DOOR REPAIR	70.24	101 4634402	70.24
			LMS-KEYS	29.52	101 4632403	29.52
			NSC-DOOR REPAIR	57.50	101 4635402	57.50
				<u>157.26</u>		<u>157.26</u>
7401341	03072	DONNELL PRINTING	BUSINESS CARDS(1500)	558.45	101 4761253	465.40
					101 4770253	93.05
				<u>558.45</u>		<u>558.45</u>
7401342	D3912	ENGIE STORAGE SERVICES NA LLC	MOAH-09/18-ELECTRIC SVC	225.24	101 4633652	225.24
7401343	L0606	ERSKINE, CHRISTOPHER	LCE-NEM PAYOUT	1.71	490 4250658	1.71
7401344	D2844	FASHIONATE RHYTHM DANCE CO	CITY BIZ-LET IT SNOW-12/20/18	350.00	101 4300251	350.00
7401345	08838	FEHR & PEERS	LANC SAFER STREETS ACTION PLAN	10,735.00	101 4785301	1,073.50
					349 4785301	9,661.50
				<u>10,735.00</u>		<u>10,735.00</u>
7401346	07124	FIRST AMERICAN DATA TREE, LLC	12/18-PROFESSIONAL SERVICES	500.00	101 4230301	500.00
7401347	D1793	FISH WINDOW CLEANING	MTNC YD-WINDW CLEANNG-01/03/19	34.00	203 4752402	34.00
7401348	09277	FRANCO, NAVIL HANJUSY	FIGURE MODEL	100.00	101 4651251	100.00
7401349	03206	GAYLORD BROTHERS	BUBBLE BAGS	74.82	101 2175000	(7.11)
					101 4653251	81.93
			MOAH-STORAGE RACKS	1,393.60	101 2175000	(132.39)
					101 4653251	1,525.99
			POLYESTER SHEETS	45.33	101 2175000	(4.31)
					101 4653251	49.64
				<u>1,513.75</u>		<u>1,513.75</u>
7401350	09278	GERA, AMANDA	FIGURE MODEL	100.00	101 4651251	100.00
7401351	08245	GOLDEN STATE LABOR COMPLIANCE	CP18006-2018 SIDEWALK REPAIRS	2,099.00	210 12ST037924	2,099.00
7401352	L0171	GRAHAM, EUGENIA	LCE-NEM PAYOUT	6.12	490 4250658	6.12
7401353	07586	GRIER, JOSH	LCE-NEM PAYOUT	26.04	490 4250658	26.04
7401354	L0926	HARRIS HOMES INC	LCE-NEM PAYOUT	10.49	490 4250658	10.49
7401355	L0933	HEWITT, ALAN E	LCE-NEM PAYOUT	191.23	490 4250658	191.23
7401356	08670	HOBUSCH, NATHAN	LCE-NEM PAYOUT	356.65	490 4250658	356.65
7401357	L0934	HOPPER, JENNIFER	LCE-NEM PAYOUT	44.03	490 4250658	44.03
7401358	07653	INBOUND DESIGN INC	LCE-WBSTE MTNC-07/1/18-6/30/19	3,900.00	490 4250301	3,900.00

City of Lancaster Check Register



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7401359	D4004	J P POOLS	EPL-INSTALL TILE EPL-SKYLIGHTS REPAIR	6,500.00 7,400.00 <u>13,900.00</u>	104 4631402 261 12ZZ003924	6,500.00 7,400.00 <u>13,900.00</u>
7401360	09283	JOHNSON, MARILYN	RFND-YTH BASKETBALL RGSTRN	62.00	101 2182001	62.00
7401361	D1903	KERN MACHINERY INC-LANCASTER	FUEL PUMP	80.14	101 4635207	80.14
7401362	06059	KRAZAN & ASSOCIATES, INC	CP17003-PAVEMNT MNGMNT PROGRAM	1,787.50	252 12ST036924	1,787.50
7401363	1214	L A CO SHERIFF'S DEPT	11/18-SPCL EVNTS-PRTY SPPRSSN	7,867.83 <u>7,867.83</u>	101 4820355 101 4820357	7,120.21 747.62 <u>7,867.83</u>
7401364	C5347	LA CONSULTING INC	12/18 PROFESSIONAL SVCS	686.55	101 4753301	686.55
7401365	01201	LANCASTER CHAMBER OF COMMERCE	BLCK PRTY- ADVERTISEMENT	250.00	101 4649559	250.00
7401366	1203	LANCASTER PLUMBING SUPPLY	OMP-FLUSH VALVE KIT OMP-MAINLINE FITTING BGC-TOILETS KIT	117.67 47.16 98.70 <u>263.53</u>	101 4634403 101 4634404 101 4633403	117.67 47.16 98.70 <u>263.53</u>
7401367	A4930	LANDALE MUTUAL WATER COMPANY	L/CHALLENGER-12/18 WATER SVC	56.75	203 4636654	56.75
7401368	D3426	LAW OFFICES CHRISTOPHER RAMSEY	CLAIM #029-17/CLGL-1389A1	9,787.00	109 4430300	9,787.00
7401369	D1736	LEVEL 3 COMMUNICATIONS LLC	1218-INTERNET/DATA-#50041351	4,209.02	101 4315651	4,209.02
7401370	L0935	MADISON, MATT	LCE-NEM PAYOUT	10.19	490 4250658	10.19
7401371	07126	MAILFINANCE INC.	11/01/18-1/31/19 LEASE PAYMENT	965.40	101 4600211	965.40
7401372	06966	MICHAEL BAKER INT'L INC	CP13020-AVE G INTERCHANGE	7,081.09	210 15BR006924	7,081.09
7401373	01184	MONTE VISTA CAR WASH	CAR WASHES(8)	131.50	101 4545207 101 4761207 101 4783207 101 4783207 101 4800207 101 4800207 203 4752207 480 4755207 <u>131.50</u>	15.50 15.50 15.50 15.50 14.50 20.50 15.50 19.00 <u>131.50</u>
7401374	L0936	MOORE, EDRA	LCE-NEM PAYOUT	225.55	490 4250658	225.55
7401375	06719	MORRIS JAMES LLP	LCE-12/18-PROFESSIONAL SVCS	200.00	490 4250301	200.00
7401376	05773	MORRISON WELL MAINTENANCE	NSC-11/18-BACTERIOLOGICAL TEST	200.00	101 4635301	200.00

City of Lancaster Check Register



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7401377	C8944	MSC INDUSTRIAL SUPPLY CO	MAINTENANCE SUPPLIES FLASHLIGHTS(9) RTN-LED LIGHTS(12)	96.87 1,080.00 (735.18) <u>441.69</u>	101 4753214 101 4220301 101 4220301	96.87 1,080.00 (735.18) <u>441.69</u>
7401378	C9177	MUNISERVICES, LLC	LTC DISCOVERY-12/18	667.79	101 4410304	667.79
7401379	08821	MUROW CM	KENSINGTON CAMPUS DESIGN SVCS KENSINGTON CAMPUS DESIGN SVCS AVE I & SIERRA HWY IMPROVEMNTS AVE I & 3RD ST IMPROVEMENTS	2,000.00 1,000.00 500.00 1,000.00 <u>4,500.00</u>	306 4542901K 306 4542901K 306 4542901I 306 4542901D	2,000.00 1,000.00 500.00 1,000.00 <u>4,500.00</u>
7401380	D1878	MURPHY & EVERTZ,ATTYS AT LAW	10/18-LEGAL SRVCS-GENERAL	1,657.50	101 4100303	1,657.50
7401381	08562	NAPA AUTO PARTS	SEAL(4)-EQ3820 MARKER LAMPS(6)-EQ3820 LFTGT SPPRTS/LFT SPPRTS-EQ1510 U JOINT(2)-EQ3306 BRAKE PADS(2)-EQ3306 IND LOCK-EQ3315 PULLEY-EQ3306 RMN LTRNTR/CR DPST-EQ3306	24.92 28.91 231.44 90.86 146.28 96.49 22.91 256.28 <u>898.09</u>	203 4752207 203 4752207 480 4755207 484 4752207 484 4752207 203 4752207 484 4752207 484 4752207	24.92 28.91 231.44 90.86 146.28 96.49 22.91 256.28 <u>898.09</u>
7401382	D0217	NATIONAL PAYMENT CORPORATION	12/18-DOCULIVERY ITEM CHARGE	204.83	101 4410301	204.83
7401383	09221	NETFILE INC	ANNUAL SUBSCRIPTN-11/18-11/19	11,250.00	101 4210301	11,250.00
7401384	05741	P P G ARCHITECTURAL FINISHES	OMP-PAINT NSC-FIELD PAINT	73.26 1,060.62 <u>1,133.88</u>	101 4634404 101 4635404	73.26 1,060.62 <u>1,133.88</u>
7401385	L0937	PARCHMAN, THOMAS C	LCE-NEM PAYOUT	37.26	490 4250658	37.26
7401386	05998	PAVING THE WAY FOUNDATION	CMMNTY SPPRT/GOOD CTZNSHP PRGM CMMNTY SPPRT/GOOD CTZNSHP PRGM	400.00 786.00 <u>1,186.00</u>	101 4820301 101 4820301	400.00 786.00 <u>1,186.00</u>
7401387	A2220	PESTMASTER SERVICES, INC	WEED REMOVAL SERVICES WEED REMOVAL SERVICES	15,469.96 19,992.51 <u>35,462.47</u>	203 4752266 484 4752266 484 4752266	14,728.72 741.24 19,992.51 <u>35,462.47</u>
7401388	01587	PREFERRED WINDOW TINTING	OMP/AVTA-REMOVE WINDOW TENTING	972.00	207 4634402	972.00
7401389	06160	PRIME TIME PARTY RENTALS	WINTER CAMP-SLIDES	760.00	101 4640251	760.00
7401390	C5395	PRO ACTIVE WORK HEALTH SERVICES	KN-PHYSCIAL/TB/ESCREEN DP-ESCREEN TEST-E-CUP-11/29/18 DB-PHYSICAL/DOT/DMV	100.00 40.00 69.00	101 4220255 101 4220301 101 4220301	100.00 40.00 69.00

City of Lancaster Check Register



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			GC-PHYSICAL/TB/ESCREEN	100.00	101 4220255	100.00
			SJ-PHYSICAL/TB/ESCREEN	100.00	101 4220255	100.00
				<u>409.00</u>		<u>409.00</u>
7401391	09276	PURE OASIS WATER INC	CASE WATER(2)	15.40	101 4770259	15.40
7401392	05864	QUINN COMPANY	HOSE-EQ3774	111.29	203 4752207	111.29
			COIL-EQ3774	92.90	203 4752207	92.90
			SENSOR-EQ3774	180.24	203 4752207	180.24
				<u>384.43</u>		<u>384.43</u>
7401393	06313	R C BECKER & SON, INC	CP17020-AVE I CORRDR IMPRVMENTS	2,845.25	150 2100003	(149.75)
					206 15ST042924	2,995.00
				<u>2,845.25</u>		<u>2,845.25</u>
7401394	09284	RICHARDSON, PAMELA	RFND-YTH BASKETBALL RGSTRN	62.00	101 2182001	62.00
7401395	C4435	ROACH'S TERMITE PEST CONTROL	NSC-12/18 PEST CONTROL	185.00	101 4635402	185.00
7401396	08492	RUTAN & TUCKER, LLP	11/18-LEGAL SERVICES	245.00	991 4240303	245.00
7401397	D3947	S G A CLEANING SERVICES	LMS-RESTROOM FLOOR CLEANING	765.00	101 4632402	765.00
			LMS-PRESSURE WASH	685.00	101 4632402	685.00
			EDP-GRAFFITI REMOVAL	545.00	101 4631402	545.00
			PBP-GRAFFITI REMOVAL/PAINT	355.00	101 4631402	355.00
			LMS-ROOF REPAIRS	425.00	101 4632402	425.00
			BGC-RESTROOM REPAIRS	985.00	101 4633402	985.00
				<u>3,760.00</u>		<u>3,760.00</u>
7401398	03962	SAFETY KLEEN	COMPLIANCE MISCELLANEOUS	495.00	101 4755355	495.00
7401399	A8260	SAGE STAFFING	SB-FINANCE STAFF-12/03/18	186.00	101 4410308	186.00
			SB-FINANCE STAFF-12/10/18	186.00	101 4410308	186.00
			GK/AM-PBLC SFTY-12/17-21/18	525.05	101 4820308	525.05
			SB-FINANCE STAFF-12/17-21/18	999.75	101 4410308	999.75
			AT-LCE STAFF-12/17-21/18	1,002.00	490 4250308	1,002.00
			EM-PARKS STAFF-12/26-28/18	728.25	101 4600308	728.25
			GK/AM-PBLC SFTY-12/24-28/18	435.75	101 4820308	435.75
			SB-FINANCE STAFF-12/26-28/18	592.88	101 4410308	592.88
			AT-LCE STAFF-12/24-28/18	601.20	490 4250308	601.20
				<u>5,256.88</u>		<u>5,256.88</u>
7401400	06664	SEA SUPPLY	NSC-JANITORIAL SUPPLIES	861.70	101 4635406	861.70
			TBP-JANITORIAL SUPPLIES	1,225.37	101 4631406	1,225.37
				<u>2,087.07</u>		<u>2,087.07</u>
7401401	D2568	SEQUOIA PACIFIC SOLAR I, LLC	MTNC YD-12/18(27128.76 KWH)	2,712.88	101 4633652	2,712.88
			PAC-12/18(16720.16 KWH)	1,672.02	101 4650652	1,672.02
			CH-12/18(43424.96 KWH)	4,342.50	101 4633652	4,342.50
			LMS-12/18(30136.56 KWH)	3,013.66	101 4632652	3,013.66
			OMP-12/18(13538.00 KWH)	1,353.80	101 4634652	1,353.80
				<u>13,094.86</u>		<u>13,094.86</u>

City of Lancaster Check Register



From Check No.: 7401180 - To Check No.: 7401568

From Check Date: 01/06/19 - To Check Date: 01/26/19

Printed: 1/28/2019 11:37

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7401402	05934	SHI INTERNATIONAL CORP	SURFACE DOCKING/PEN/COVER	740.07	101 4315291	740.07
7401403	05952	SINCLAIR PRINTING COMPANY	WINTER 2018 OUTLK RPRNT(63310)	30,799.07	101 4305253 101 4643253	18,479.43 12,319.64
				<u>30,799.07</u>		<u>30,799.07</u>
7401404	L0938	SIVAKUMAR, SHAN	LCE-NEM PAYOUT	176.60	490 4250658	176.60
7401405	01816	SMITH PIPE & SUPPLY INC	OMP-SPRINKLERS	502.91	101 4634404	502.91
			OMP-IRRIGATION SUPPLIES	270.62	101 4634404	270.62
			JRP-IRRIGATION SUPPLIES	206.86	101 4631404	206.86
			PDW-PRIME LIGHTS	107.72	101 4634404	107.72
			NSC-ELECTRIC VALVE	248.57	101 4635404	248.57
			NSC-BUSHING	2.77	101 4635404	2.77
				<u>1,339.45</u>		<u>1,339.45</u>
7401406	04688	SPARKLETTS	WATER(11-24PKS)	106.30	101 4100205	106.30
7401407	05413	STATEWIDE TRAFFIC SAFETY/SIGNS	SIGN INSTALLATION SUPPLIES	361.21	203 4785455	361.21
7401408	05590	STUDIO EQUIPMENT RENTALS INC	BLCK PRTY-GNRTR RNTL-12/1-2/18	1,812.26	101 4649559	1,812.26
7401409	08177	TEKWERKS	12/18-INTERNET SERVICE	1,575.00	101 4305753	1,575.00
7401410	08087	THE BAYSHORE CONSULTING GROUP	12/18-CCEA-RMEA SUPPORT	2,500.00	491 4250004P	2,500.00
			12/18-CCEA-SJP SUPPORT	2,500.00	491 4250001P	2,500.00
			12/18-CCEA-PRIME SUPPORT	2,500.00	491 4250002P	2,500.00
				<u>7,500.00</u>		<u>7,500.00</u>
7401411	D4196	THE STATE BAR OF CALIFORNIA	JC-2019 BAR COMPLIANCE FEES	525.00	101 4230206	525.00
7401412	2009	THE TIRE STORE	TIRES(4)-EQ3000	538.32	203 4752207	538.32
7401413	L0450	THOMPSON, MARCUS	LCE-NEM PAYOUT	36.11	490 4250658	36.11
7401414	C5522	THOMSON REUTERS-WEST PMT CENT	12/18-INFORMATION CHARGES	517.46	101 4230301	517.46
			LIBRARY PLAN-12/05/18-01/04/19	24.55	101 4230301	24.55
				<u>542.01</u>		<u>542.01</u>
7401415	04239	TIM WELLS MOBILE TIRE SERVICE	TIRE/BLNC-EQ3745	108.19	203 4752207	108.19
			TIRE REPAIR-EQ3770	25.00	203 4752207	25.00
				<u>133.19</u>		<u>133.19</u>
7401416	L0455	TORRES, HUGO	LCE-NEM PAYOUT	17.49	490 4250658	17.49
7401417	D1594	TOUCHPOINT ENERGIZED COMM	01/19-E NEWSLETTER SVC	375.00	101 4100205	375.00
7401418	02977	TURBO DATA SYSTEMS INC	12/18-PARKNG CITATN PROCESSING	11,288.99	101 4800301	11,288.99
			12/18 ADMIN CITATIONS	4,135.29	101 4410301	4,135.29
				<u>15,424.28</u>		<u>15,424.28</u>

City of Lancaster Check Register



From Check No.: 7401180 - To Check No.: 7401568

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Printed: 1/28/2019 11:37

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7401419	A7515	U S BANK	09/18-ADMIN FEE	242.62	101 3501110	242.62
7401420	D3265	ULINE	OMP-BOXES	116.04	101 4634404	116.04
7401421	A2124	UNDERGROUND SERVICE ALERT/SC	12/18-TICKETS(109)	189.85	484 4752301	189.85
7401422	08783	UNIFIRST CORPORATION	UNIFORM CLEANINGS	110.49	480 4755209	110.49
			UNIFORM CLEANINGS	110.49	480 4755209	110.49
			UNIFORM CLEANINGS	110.49	480 4755209	110.49
				<u>331.47</u>		<u>331.47</u>
7401423	C4011	UNITED RENTALS	OMP-PUMP RENTAL-01/08-09/19	61.70	101 4634602	61.70
7401424	31009	UNIVERSAL ELECTRONIC ALARMS	MTNC-11/18-FIRE ALARM	27.00	203 4752301	27.00
			MTNC YD-11/18-SECURITY ALARM	27.00	203 4752301	27.00
			NSC-01/19SECURITY ALARM	37.00	101 4635301	37.00
			NSC-01/19-SECURITY ALARM	56.00	101 4635301	56.00
			TBP-01/19-SECURITY ALARM	27.00	101 4631402	27.00
			STP-01/19-SECURITY ALARM	27.00	101 4631402	27.00
			NSC-01/19-SECURITY ALARM	27.00	101 4635301	27.00
				<u>228.00</u>		<u>228.00</u>
7401425	04496	VULCAN MATERIAL WESTERN DIV	COLD MIX	173.45	203 4752410	173.45
			COLD MIX	81.36	203 4752410	81.36
			COLD MIX	180.35	203 4752410	180.35
			COLD MIX	200.28	203 4752410	200.28
			COLD MIX	204.11	203 4752410	204.11
			COLD MIX	204.87	203 4752410	204.87
			COLD MIX	201.04	203 4752410	201.04
			COLD MIX	102.82	203 4752410	102.82
				<u>1,348.28</u>		<u>1,348.28</u>
7401426	31026	WAXIE SANITARY SUPPLY	OMP-JANITORIAL SUPPLIES	1,979.63	101 4634406	1,979.63
7401427	05806	WEST COAST SAFETY SUPPLY CO	MTNC YD-TRAINING	2,125.00	480 4755202	2,125.00
7401428	D0298	WILLDAN FINANCIAL SERVICES	FY17/18-CONTN DISCLOSURE SVCS	4,100.00	991 4240301	4,100.00
7401429	03527	L A CO FIRE DEPT	FIRE IMPCT FEE-FY18/19 2ND QTR	82,521.90	101 2174000	86,676.57
					101 3501100	188.59
					101 3614100	(4,343.26)
				<u>82,521.90</u>		<u>82,521.90</u>
7401430	03154	SO CA EDISON	12/01/18-01/01/19 ELECTRIC SVC	110,788.79	483 4785660	110,788.79
7401431	06211	HARDY & HARPER INC	CP18-006 2018 SIDEWALK REPAIRS	217,673.95	150 2100003	(10,728.29)
					150 2100003	(728.23)
					206 12ST037924	214,565.80
					207 12ST037924	14,564.67
				<u>217,673.95</u>		<u>217,673.95</u>

City of Lancaster Check Register



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7401432	09285	LESSEM, NEWSTAT & TOOSON LLP	CLAIM #027-17/CLGL-1384A1	60,000.00	109 4430300	60,000.00
7401433	05834	VENCO WESTERN, INC	12/18-PERIMETER AREAS MTNC	24,448.14	203 4636264	24,448.14
			12/18-MAINTENANCE SERVICES	44,341.75	482 4636402	44,341.75
			LBP-LANDSCAPE MAINTENANCE	3,626.23	482 4636401	3,626.23
			12/18-IRRIGATION REPAIRS	1,325.27	203 4636404	1,325.27
				<u>73,741.39</u>		<u>73,741.39</u>
7401434	06066	A T & T	DOJ-12/18-TELEPHONE SERVICE	178.48	101 4315651	178.48
7401435	C0379	A V BALLET	PRCDS-AVB NTCRCKR6/13-12/10/18	38,253.69	101 2107000	60,391.75
					101 3405104	(3,547.50)
					101 3405127	(12,383.00)
					101 3405302	(1,938.29)
					101 3405303	(3,343.65)
					101 3405305	(925.62)
				<u>38,253.69</u>		<u>38,253.69</u>
7401436	00107	A V PRESS	12/18-ON THE NET ADS	90.00	101 4305205	90.00
7401437	00107	A V PRESS	12/18-LEGAL ADS	828.14	101 4210263	460.60
					101 4770263	367.54
				<u>828.14</u>		<u>828.14</u>
7401438	00107	A V PRESS	11/30-ADVERTISING	1,459.56	101 4649225	400.00
					101 4649563	1,059.56
				<u>1,459.56</u>		<u>1,459.56</u>
7401439	00107	A V PRESS	12/18-ADVERTISING	1,802.43	101 4649225	400.00
					101 4649559	550.00
					101 4649565	852.43
				<u>1,802.43</u>		<u>1,802.43</u>
7401440	D0919	CA BUILDING STANDARDS	OCT-DEC 2018-GREEN BLDG FEES	464.40	101 2179003	(51.60)
					101 2179003	516.00
				<u>464.40</u>		<u>464.40</u>
7401441	1973	CA DEPT OF TAX/FEE ADMINISTRTRN	JAN-DEC 18-STRG TNK-#44-010378	1,906.48	101 4753311	1,906.48
7401442	1973	CA DEPT OF TAX/FEE ADMINISTRTRN	ENERGY SRCHRG TAX FILING-QTR4	36,165.67	490 2175000	36,165.67
7401443	C2060	CA WATER SERVICE COMPANY	12/07/18-01/14/19 WATER SVC	927.42	482 4636654	927.42
7401444	3563	CEDAR STREET THEATRE	PRCDS-WNDRFL LFE-06/11-12/4/18	11,605.89	101 2107000	20,713.75
					101 3405127	(7,034.28)
					101 3405302	(600.13)
					101 3405303	(1,473.45)
				<u>11,605.89</u>		<u>11,605.89</u>
7401445	5062	DEPT OF CNSRVTN-ADMIN SRV ACCT	OCT-DEC 2018-STRNG MOTION FEE	1,988.42	101 2172000	(104.65)
					101 2172000	2,093.07

City of Lancaster Check Register



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From Check Date: 01/06/19 - To Check Date: 01/26/19

Printed: 1/28/2019 11:37

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				1,988.42		1,988.42
7401446	06150	DIRECTV	MOAH-01/19-BUSINESS INFO	103.24	101 4315651	103.24
7401447	08551	EMPLOYMENT DEVELOPMENT DEPT	EARNINGS WITHHOLDING ORDER	50.00	101 2159000	50.00
7401448	02108	FRANCHISE TAX BOARD	TAX WITHHOLDING ORDER	60.00	101 2159000	60.00
7401449	07084	L A CO PUBLIC HEALTH	MTNC YD-REGULATORY FEES	47.39	480 4755311	47.39
7401450	1215	L A CO WATERWORKS	11/06/18-01/15/19 WATER SVC	28,373.42	101 4631654 101 4633654 203 4636654 306 4542684 306 4542924 482 4636654	11,209.72 377.52 1,371.45 187.04 90.81 15,136.88
				<u>28,373.42</u>		<u>28,373.42</u>
7401451	D3200	SECRETARY OF STATE/CALIFORNIA	DOCUMENT COPY FEE	1.00	101 4210259	1.00
7401452	03154	SO CA EDISON	12/07/18-01/08/19 ELECTRIC SVC	1,301.18	203 4636652 482 4636652 484 4755652	62.85 1,201.65 36.68
				<u>1,301.18</u>		<u>1,301.18</u>
7401453	03154	SO CA EDISON	12/03/18-01/03/19 ELECTRIC SVC	3,439.95	203 4636652 482 4636652 484 4755652	470.14 2,686.02 283.79
				<u>3,439.95</u>		<u>3,439.95</u>
7401454	03154	SO CA EDISON	10/12/18-01/16/19 ELECTRIC SVC	3,594.44	101 4633652 203 4636652 363 4542770 482 4636652 483 4785660	1,277.76 25.28 15.87 617.22 1,658.31
				<u>3,594.44</u>		<u>3,594.44</u>
7401455	1907	SO CA GAS COMPANY	11/26/18-12/26/18 GAS SVC	14.79	101 4633655	14.79
7401456	C2555	TIME WARNER CABLE	01/09/19-02/08/19-BASIC TV	28.53	101 4315651	28.53
7401457	C2555	TIME WARNER CABLE	01/19-INTERNET/TV SERVICE	193.33	101 4315651	193.33
7401458	C8046	U S DEPT OF EDUCATION	LEVY PROCEEDS	292.56	101 2159000	292.56
7401459	C6406	WELLS, KATHY	KW-PR DM-RNCH MRGE-01/15-16/19	96.00	490 4250201	96.00
7401460	09292	ZERBY, ORVILLE OR SHIRLEY	RFND-PARKING CITATION	39.00	101 3310200	39.00
7401461	C7500	A B I DOCUMENT SUPPORT SRVCS	CLAIM #027-17/CLGL 1384A1	102.98	109 4430300	102.98
7401462	06576	A V CHEVROLET	HANDLE-EQ3834	54.97	203 4752207	54.97

City of Lancaster Check Register



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Printed: 1/28/2019 11:37

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7401463	C0077	A V E K	NSC-12/18-BACTERIOLOGICAL TEST	40.00	101 4635301	40.00
7401464	06294	A V WEB DESIGNS	NSC-01/19-MONTHLY HOSTING CHGS PAC-01/19-MONTHLY HOSTING CHGS	99.95 99.95 <u>199.90</u>	101 4645301 101 4650301	99.95 99.95 <u>199.90</u>
7401465	09279	ADAMS, MONIQUE ABBIE	RFND-GEN BUSINESS LICENSE FEE	50.00	101 3102200	50.00
7401466	06352	AGILITY RECOVERY SOLUTIONS	12/18-READYSUITE	665.00	101 4315302	665.00
7401467	00127	ALL GLASS & PLASTICS LLC	STP-WINDOW REPLACEMENT	145.15	101 4631402	145.15
7401468	D1663	AMERICAN IRON WORK	NSC-FIELD GOAL FRAME REPAIRS	990.00	101 4635402	990.00
7401469	D3147	AMERICAN PLUMBING SERVICES,INC	PBP-TOILET STOPPAGE REPAIR WCP-DRAIN STOPPAGE REPAIR CH-ICE METER DRAIN REPAIR BGC-DRAIN STOPPAGE REPAIRS OMP-RESTROOM DRAIN REPAIRS	194.00 97.00 145.50 145.50 339.58 <u>921.58</u>	101 4631402 101 4631402 101 4633402 101 4633402 207 4634402	194.00 97.00 145.50 145.50 339.58 <u>921.58</u>
7401470	02693	ANDY GUMP, INC	OMP-FENCE RNTL-01/08-02/04/19	33.51	101 4634602	33.51
7401471	04446	AUTO PROS	SMOG INSPECTION-EQ1744 AIR CONTROL VALVE-EQ4742	45.00 329.57 <u>374.57</u>	203 4752207 203 4752207	45.00 329.57 <u>374.57</u>
7401472	04151	AXES FIRE INC	FIRE CERTS(6)	72.65	101 4633207 203 4752207 203 4752207 203 4752207 484 4752207 486 4250207 <u>72.65</u>	12.10 12.11 12.11 12.11 12.11 12.11 <u>72.65</u>
7401473	03485	BAKERSFIELD TRUCK CENTER	SENSOR-EQ3782 TRUCK REPAIRS-EQ3782	48.43 12,013.78 <u>12,062.21</u>	203 4752207 203 4752207	48.43 12,013.78 <u>12,062.21</u>
7401474	01863	BAVCO	BACKFLOW REPAIR KITS/PARTS BACKFLOW REPAIR KIT(1)	497.36 79.93 <u>577.29</u>	482 4636404 482 4636404	497.36 79.93 <u>577.29</u>
7401475	06992	BREMER WHYTE BROWN & O'MEARA	CLAIM #062-15-CLGL-0002A2 CLAIM #062-15A/CLGL-003A2	903.80 1,543.40 <u>2,447.20</u>	109 4430300 109 4430300	903.80 1,543.40 <u>2,447.20</u>
7401476	D2438	CALIFORNIA CONSULTING, INC	01/19-GRANT WRITING SERVICES	2,450.00	104 4631402	2,450.00
7401477	07128	CITY CLERKS ASSOCIATION OF CA	2019 RENEWAL APPLICATION	85.00	101 4210206	85.00

City of Lancaster Check Register



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Printed: 1/28/2019 11:37

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7401478	5081	CITY OF PALMDALE	TRVL-MIAMI FL-BRIGHLNE HQ TOUR	973.36	101 4100201	973.36
7401479	03475	CLARK AND HOWARD	TOWING FEES-EQ5837/5791 TOWING FEES-EQ3782	100.00 450.00 <u>550.00</u>	101 4632207 203 4752207	100.00 450.00 <u>550.00</u>
7401480	D1545	CLETEHOUSE CAFE, INC	CITY BIZ REFRESHMENTS-01/17/19	621.14	101 4200251	621.14
7401481	08484	CONSOLIDATED ELECTRCL DIST INC	MOAH-LIGHTING SUPPLIES PAC-LED LIGHTS CH-LED LIGHT	88.70 215.72 164.25 <u>468.67</u>	101 4653251 101 4650403 101 4633403	88.70 215.72 164.25 <u>468.67</u>
7401482	08639	CUTTING EDGE TILE AND GRANITE	EPL-BATHROOM REPAIRS	20,000.00	227 11ZZ004924	20,000.00
7401483	D4209	DAVID ROYER, P.E.	CLAIM #027-17/CLGL-1384A1	375.00	109 4430300	375.00
7401484	00414	DESERT LOCK COMPANY	NSC-KEYS(50) MOAH-DOOR REPAIRS(4) WCP-LOCK REPAIRS STANDBY KEYS(2) PAC-SAFE LOCK REPAIR LMS-SPM LOCKS(5)	410.63 348.49 84.40 21.90 258.30 102.66 <u>1,226.38</u>	101 4633403 101 4653402 101 4631402 101 4633403 101 4650301 101 4632403	410.63 348.49 84.40 21.90 258.30 102.66 <u>1,226.38</u>
7401485	06421	DIESEL EMISSIONS SERVICE	SALES TAX-EQ3770 SALES TAX-EQ3985 SALES TAX-EQ3830	6.86 7.08 6.86 <u>20.80</u>	203 4752207 480 4755207 203 4752207	6.86 7.08 6.86 <u>20.80</u>
7401486	08839	DUKE ENGINEERING AND ASSOCS	CH-EMF TESTING	1,750.00	101 4633402	1,750.00
7401487	08329	E C S IMAGING INC	PRJCT MANAGEMENT/CONSLTNG SVCS	731.25	109 4210301	731.25
7401488	01048	ECONOLITE CONTROL PROD INC	CABINET MAINTENANCE	8,293.92	483 4785461	8,293.92
7401489	06857	ENTERTAINMENTMAX, INC	CMMSSNS-TIM MEADOWS-01/12/19	700.00	101 4650308	700.00
7401490	07638	EVERBRIDGE INC	NIXLE EMERGENCY COMMNCTN SVCS	24,718.97	101 4200350	24,718.97
7401491	06380	EWING IRRIGATION PRODUCTS, INC	LMS-FIELD HEADS/WINGS	417.30	101 4632404	417.30
7401492	00617	FEDERAL EXPRESS CORPORATION	EXPRESS MAILING	46.07	204 15BW008924 306 4542212 399 15BW008924	10.77 24.54 10.76 <u>46.07</u>
7401493	08441	FRANKLIN TRUCK PARTS INC	DBLCHCK VLV-EQ3782 AIR SPRING-EQ3769	59.21 64.08 <u>123.29</u>	203 4752207 203 4752207	59.21 64.08 <u>123.29</u>

City of Lancaster Check Register



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7401494	07665	FRONTIER ENERGY INC	11/18-PROFESSIONAL SERVICES	3,403.16	490 4250653	3,403.16
7401495	C7863	GREEN SET, INC	MBC-PROP RENTALS MBC-PROP RENTALS	7,057.28 262.80	101 4649565 101 4649565	7,057.28 262.80
				<u>7,320.08</u>		<u>7,320.08</u>
7401496	08753	GRIFFCO PAINTING	PAC-WALLPAPER RMVL/PAINTING	3,650.00	213 11BS022924	3,650.00
7401497	06058	HAYNES SALES	LBR/CL WRP-EQ3413	1,293.72	203 4752207	1,293.72
7401498	819	HERC RENTALS INC	MOAH-SCSSR LFT RNT-10/14-21/18 BLCK PRT-SCSSR LFT-11/26-12/26	1,367.28 296.72	101 4653602 101 4649559	1,367.28 296.72
				<u>1,664.00</u>		<u>1,664.00</u>
7401499	C9535	HILLYARD/LOS ANGELES	CH-TRASH BAGS	1,436.43	101 4633406	1,436.43
7401500	09192	INKLINE DESIGN	AVWORKLOCAL WEB DEVELOPMENT	1,277.25	101 4305301	1,277.25
7401501	D3626	INLAND EMPIRE REG CMPSTNG AUTH	NSC-COMPOST	750.00	101 4635404	750.00
7401502	09070	INSIGHT NORTH AMERICA LLC	12/18-INVESTMENT ADVISORY SRVC	2,778.57	101 3501110	2,778.57
7401503	D4004	J P POOLS	EPL-CHEMICAL CONTROL MNTNC WPL-CHEMICAL CONTROL MNTNC	1,200.00 1,000.00	101 4631670 101 4631670	1,200.00 1,000.00
				<u>2,200.00</u>		<u>2,200.00</u>
7401504	03366	JAS PACIFIC	PLAN REVIEW/INSPECTION SVCS PLAN REVIEW/INSPECTION SVCS	6,232.17 11,468.75	101 4783301 101 4783301	6,232.17 11,468.75
				<u>17,700.92</u>		<u>17,700.92</u>
7401505	01419	JOHNSTONE SUPPLY	CONTROL BOARD/GAS VALVE PAC-MOTOR EPL-HEATING MOTOR PARTS PAC-HEATING MOTOR PARTS EPL-FILTERS PAC-RELAY PAC-MOTOR/MATS MOAH-FILTERS	222.12 409.91 166.52 166.52 20.76 65.31 141.12 4,346.88	101 4636402 101 4650403 101 4631403 101 4650403 101 4631403 101 4652251 101 4650403 101 4633403	222.12 409.91 166.52 166.52 20.76 65.31 141.12 4,346.88
				<u>5,539.14</u>		<u>5,539.14</u>
7401506	08895	JPW COMMUNICATIONS LLC	11/18-COMMUNICATION SERVICES 12/18-LCE MARKETING IMPLEMENTN	1,872.00 816.50	324 4785770 490 4250205	1,872.00 816.50
				<u>2,688.50</u>		<u>2,688.50</u>
7401507	D1903	KERN MACHINERY INC-LANCASTER	STARTER MOTOR-EQ5836	317.88	101 4635207	317.88
7401508	C7873	LANCASTER AUTO MALL ASSOC	01/19-AUTO MALL SIGN EXPENSES	930.67	101 4240340	930.67
7401509	1203	LANCASTER PLUMBING SUPPLY	MLS-DRAIN CLEANER OMP-COUPplings	32.31 47.16	101 4633406 101 4634404	32.31 47.16
				<u>79.47</u>		<u>79.47</u>

City of Lancaster Check Register



From Check No.: 7401180 - To Check No.: 7401568

From Check Date: 01/06/19 - To Check Date: 01/26/19

Printed: 1/28/2019 11:37

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
7401510	08973	LAUGHLIN, DANIEL	PARK MAP DESIGNS	1,980.00	101 4315301	1,980.00
7401511	D3426	LAW OFFICES CHRISTOPHER RAMSEY CLAIM #004-17/CLGL-1383A2		7,200.00	109 4430300	7,200.00
7401512	C1198	MC PHERSON CONSULTING	CH-RITELOCK SOFTWARE SET-UP	412.50	101 4633402	412.50
			PAC-FIRE ALARM SERVICE CALL	112.50	101 4633402	112.50
			CH-RITELOCK PROGRAMMING	112.50	101 4633402	112.50
				<u>637.50</u>		<u>637.50</u>
7401513	06966	MICHAEL BAKER INT'L INC	CP18001-REVIVE 25 PVMNT MNGMNT	5,548.31	206 12ST036924	3,328.99
					209 12ST036924	2,219.32
				<u>5,548.31</u>		<u>5,548.31</u>
7401514	D1167	MUNICIPAL CODE CORPORATION	ELECTRONIC UPDATE PAGES	1,083.00	101 4210360	1,083.00
7401515	08562	NAPA AUTO PARTS	MAGNETIC PARTS TRAY-EQ3838	85.78	203 4752207	85.78
			CABLE/HOSE ASSY(2)-EQ3409	34.95	203 4752207	34.95
			MTNC YD-GLOVES	193.03	101 4753209	193.03
			CRDT/CORE DEP-EQ	(84.32)	484 4752207	(84.32)
			PLUG-EQ3753	11.38	203 4752207	11.38
			BEAM-EQ3839	27.51	203 4752207	27.51
			DISC BRAKE PAD-EQ3990	49.38	480 4755207	49.38
			BRAKE SILENCER-EQ3990	24.08	480 4755207	24.08
			TEMP SENSOR-EQ3779	467.37	480 4755207	467.37
			FUEL MODULE-EQ4300	187.39	203 4752207	187.39
				<u>996.55</u>		<u>996.55</u>
7401516	04718	NAT'L NIGHT OUT	NATW- ANNUAL MEMBERSHIP	35.00	101 4800206	35.00
7401517	D2822	NATIONAL CINEMEDIA, LLC	PS-FLIGHT ADS-0713/18-06/27/19	95.83	101 4800205	95.83
			THEATER ADS-08/18-05/19	833.33	101 4650205	833.33
				<u>929.16</u>		<u>929.16</u>
7401518	03762	OFFICE DEPOT	OFFICE SUPPLIES	192.63	101 4783259	192.63
			CALENDAR	31.13	101 4783259	31.13
			CALENDAR	8.86	101 4783259	8.86
			LCE-OFFICE SUPPLIES	69.49	490 4250259	69.49
			CCEA-CAR VENT PHONE MOUNT	26.00	491 4250259	26.00
			CCEA-CAR CHARGER	33.50	491 4250259	33.50
			LCE-OFFICE SUPPLIES	163.42	490 4250259	163.42
			DAILY PLANNERS(27)	723.46	101 4600259	723.46
			PARKS-OFFICE SUPPLIES	128.70	101 4600259	128.70
			INK CARTRIDGES	84.30	101 4600259	84.30
			LCE-OFFICE SUPPLIES	78.02	490 4250259	78.02
			LCE-OFFICE SUPPLIES	79.61	490 4250259	79.61
				<u>1,619.12</u>		<u>1,619.12</u>
7401519	C3052	OXFORD INN AND SUITES	PAC-LDG-R HAWORTH-11/16-17/18	85.17	101 4650257	85.17
			PAC-LDG-KINGSTON TRIO-11/18/18	170.34	101 4650257	170.34
			PAC-LDG-LEE ANN RIMES-12/17/18	511.02	101 4650257	511.02
				<u>766.53</u>		<u>766.53</u>

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7401520	05741	P P G ARCHITECTURAL FINISHES	JRP-PAINTING SUPPLIES	209.78	101 4631403	209.78
			MOAH-PAINTING SUPPLIES	25.33	101 4653251	25.33
				<u>235.11</u>		<u>235.11</u>
7401521	06984	PACIFIC DESIGN & INTEGRATION	COUNCIL CHAMBRS HIGH DEF UPGRD	23,984.36	101 4305753	23,984.36
			12/18-BROADCAST MTNG SERVICES	2,781.00	101 4305296	2,781.00
				<u>26,765.36</u>		<u>26,765.36</u>
7401522	08930	PAVEMENT ENGINEERING INC	2018 PVMNT MNGNG CNSLTNG SVCS	31,410.00	210 12ST037924	31,410.00
			2018 PVMNT MNGNG CNSLTNG SVCS	4,207.50	210 12ST037924	4,207.50
				<u>35,617.50</u>		<u>35,617.50</u>
7401523	05499	PENSKE TRUCK LEASING CO LP	MOAH-VAN RENTAL-11/30-12/02/18	336.86	101 4653602	336.86
			MOAH-VAN RENTAL-12/19-21/18	686.66	101 4653602	686.66
				<u>1,023.52</u>		<u>1,023.52</u>
7401524	05602	PETROLEUM EQUIPMENT CONST SRV	12/18-DESIGNATED OPERATOR INSP	204.64	101 4753402	204.64
7401525	05780	PLUMBERS DEPOT, INC	OZ3 CAMERA REPAIRS	1,104.18	480 4755405	1,104.18
7401526	05518	PROJECT PARTNERS INC	12/18-ENGINEER SUPPORT SRVCS	5,184.00	101 4762308	1,656.00
					207 15ST062924	648.00
					209 16ST007924	2,520.00
					210 12ST037924	360.00
		<u>5,184.00</u>		<u>5,184.00</u>		
7401527	04361	PROTECTION ONE	LMS-ALARM MONITORING	48.62	101 4632301	48.62
			LMS-01/19 ELEVATOR MAINTENANCE	35.12	101 4632301	35.12
				<u>83.74</u>		<u>83.74</u>
7401528	06607	PUMPMAN INC	57 W/AVE J10-PUMP REPLACEMENT	11,577.00	484 4755409	11,577.00
7401529	09269	RAIN BIRD CORPORATION	REMOTE MONITORING SERVICE PLAN	2,000.00	485 4755405	2,000.00
7401530	05943	ROBERTSON'S	CONCRETE	409.31	203 4752410	409.31
7401531	D3947	S G A CLEANING SERVICES	BGC-RESTROOM REPAIRS	970.00	101 4633402	970.00
			OMP-PARTITION WALL TRACK RPR	650.00	101 4634403	650.00
			LMS-IRRIGATION REPAIRS	460.00	101 4632402	460.00
			BGC-DISPENSER INSTLLTN	685.00	101 4633402	685.00
			OMP-BTTNG CAGE/BCK FLW BX RPRS	390.00	101 4634402	390.00
			LMS-ENTRANCE GATE REPAIR	185.00	101 4632402	185.00
			CH-ANNEX FENCE REPAIR	525.00	101 4633402	525.00
				<u>3,865.00</u>		<u>3,865.00</u>
7401532	03962	SAFETY KLEEN	HAZ WASTE PARTS WASHER	141.41	101 4753657	141.41
7401533	A8260	SAGE STAFFING	EM-PARKS STAFF-01/03-04/19	480.50	101 4600308	480.50
			AM-PUBLIC SFTY STFF-01/02-04/19	178.60	101 4820308	178.60
			AT-LCE STAFF-12/31/18-01/04/19	601.20	490 4250308	601.20
		<u>1,260.30</u>		<u>1,260.30</u>		

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7401534	09291	SAMSTAG, MARTIN	MOAH-WALL PAINT/COVERINGS	980.00	101 4653308	980.00
7401535	08126	SECURITY DEFENDERS	NSC-SECURITY SVC-12/28-01/10/19	1,848.00	101 4635301	1,848.00
7401536	06174	SHAWNS PAINTING	CH-PAINT/PLANTERS JRP-PAINTING MATERIALS	10,350.00 12,400.00 <u>22,750.00</u>	104 11BS019924 104 4631402	10,350.00 12,400.00 <u>22,750.00</u>
7401537	1894	SIGNS & DESIGNS	MOAH-BANNERS(23) PAC-SIGN PAC-SIGNS(2) PAC-SIGN JC-NAMEPLATE PAC-SIGNS(2) RP-NAMEPLATE CD/AM-NAMEPLATES(3) PAC-SIGNS(4)	1,259.00 71.18 142.35 71.18 13.14 142.35 13.14 44.16 284.70 <u>2,041.20</u>	101 4653251 101 4650205 101 4650205 101 4650205 101 4200259 101 4650205 101 4200259 101 4200259 101 4650205	1,259.00 71.18 142.35 71.18 13.14 142.35 13.14 44.16 284.70 <u>2,041.20</u>
7401538	01816	SMITH PIPE & SUPPLY INC	CH-PVC/CONNECTORS NSC-POP UPS(12) NSC-POP UPS(24) OMP-CEMENT/GLUE	73.47 326.89 653.78 156.14 <u>1,210.28</u>	101 4633404 101 4635404 101 4635404 101 4634404	73.47 326.89 653.78 156.14 <u>1,210.28</u>
7401539	08988	SMITH, CHRISTINA	12/18-01/19 CONSULTING SRVCS	6,000.00	101 4300308	6,000.00
7401540	06429	STANTEC CONSULTING SRVCS INC	RFQ 646-16 MULTI-YEAR CP17015-AVE I IMPROVEMENTS	7,077.50 17,731.41 <u>24,808.91</u>	210 15ST053924 210 15ST054924	7,077.50 17,731.41 <u>24,808.91</u>
7401541	05590	STUDIO EQUIPMENT RENTALS INC	SCISSOR LIFT RNTL-11/26-27/18	275.00	101 4649559	275.00
7401542	C8057	SUNBELT RENTALS	MANLIFT RENTAL-12/12/18	643.72	101 4315301	643.72
7401543	08177	TEKWERKS	02/19-REMOTE MONITORING/MNGMNT	1,355.00	101 4315402	1,355.00
7401544	08087	THE BAYSHORE CONSULTING GROUP	12/18-CCEA-CCA OPERATION SPRT	2,500.00	491 4250013P	2,500.00
7401545	04239	TIM WELLS MOBILE TIRE SERVICE	OMP-TIRE REPAIR	33.49	101 4631207	33.49
7401546	D1594	TOUCHPOINT ENERGIZED COMM	12/18-MAYORS EMAIL BROADCAST	2,500.00	101 4100205	2,500.00
7401547	D3099	TPX COMMUNICATIONS	01/19-TELEPHONE SERVICE	10,519.01 <u>10,519.01</u>	101 4315651 490 4250651	10,269.01 250.00 <u>10,519.01</u>
7401548	D4104	TROUTMAN SANDERS LLP	11/18-CCEA-PROFESSIONAL SVCS	1,836.00	490 4250303	1,836.00
7401549	07025	U-HAUL	MOAH-VAN RNTL-01/03/19 MOAH-TRUCK RNTL-01/10/19	263.59 193.40	101 4653602 101 4653602	263.59 193.40

City of Lancaster Check Register



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Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
				456.99		456.99
7401550	D3265	ULINE	STORAGE BOXES(10) STORAGE BOXES(5)	191.51 104.29	101 4633402 101 4633403	191.51 104.29
				295.80		295.80
7401551	03641	UNITED REFRIGERATION	EPL-HEATER MOTOR ZELDAS-CAPACITORS/RELAY	565.67 33.46	101 4631403 101 4652251	565.67 33.46
				599.13		599.13
7401552	C4011	UNITED RENTALS	OMP-PUMP	75.29	101 4634602	75.29
7401553	05551	UNITED SITE SRVCS OF CA,SO DIV	MLS-FENCE RNTL-11/30-12/27/18 MLS-FNCE RNTL-12/28/18-1/24/19	61.32 61.32	101 4633602 101 4633602	61.32 61.32
				122.64		122.64
7401554	31009	UNIVERSAL ELECTRONIC ALARMS	CDR ST-01/19-SECURITY ALARM PAC-01/19-FIRE ALARM MOAH-01/19-FIRE ALARM PAC-01/19-SECURITY ALARM WH-01/19-SECURITY ALARM MOAH-01/19-SECURITY ALARM CH-01/19-SECURITY ALARM LUC-01/19-FIRE ALARM LUC-01/19-SECURITY ALARM	37.00 56.00 27.00 27.00 27.00 27.00 27.00 75.00 81.00	101 4651301 101 4650301 101 4653301 101 4650301 101 4633301 101 4653301 101 4633301 101 4633301 101 4633301	37.00 56.00 27.00 27.00 27.00 27.00 27.00 75.00 81.00
				384.00		384.00
7401555	D3370	VERIZON WIRELESS	12/18-IPAD SERVICE	4,312.74	101 4315651	4,312.74
7401556	04496	VULCAN MATERIAL WESTERN DIV	COLD MIX COLD MIX	103.59 90.56	203 4752410 203 4752410	103.59 90.56
				194.15		194.15
7401557	09290	WARE, AARON	MOAH/CEDAR-ENTERTAINMENT	50.00	101 4651251	50.00
7401558	31026	WAXIE SANITARY SUPPLY	PAPER TOWELS CH-JANITORIAL SUPPLIES PAC-JANITORIAL SUPPLIES CH-JANITORIAL SUPPLIES FLOOR SWEEPER	22.87 878.70 1,030.56 1,053.78 106.62	203 4752406 101 4633406 101 4650406 101 4633406 101 4633406	22.87 878.70 1,030.56 1,053.78 106.62
				3,092.53		3,092.53
7401559	D2896	WHITE NELSON DIEHL EVANS LLP	FY17/18-INTERIM AUDIT	20,000.00	101 4410304	20,000.00
7401560	06344	AERO VIEW LLC	01/19-LEAPS SERVICES 02/19-LEAPS SERVICES	89,991.00 89,991.00	101 4820301 101 4820301	89,991.00 89,991.00
				179,982.00		179,982.00
7401561	07101	CALPINE ENERGY SOLUTIONS LLC	12/18-LCE-BACK OFFICE SERVICES	165,101.25	491 4250001D 491 4250002D 491 4250003D 491 4250004D	19,037.50 21,928.75 68,961.25 20,726.25

City of Lancaster Check Register



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				165,101.25	491 4250005D	34,447.50
						165,101.25
7401562	00781	GRANITE CONSTRUCTION CO.	CP17008-10TH ST W GAP CLOSURE	140,722.76	206 15ST026924	17,574.96
					209 15ST026924	49,931.26
					220 15ST026924	23,298.27
					232 15ST026924	12,718.73
					321 15ST026924	37,199.54
				140,722.76		140,722.76
7401563	A8656	KIMLEY-HORN & ASSOCIATES INC	CP14010-AVE J PAVED-10/31/18	97,947.50	210 15BR007924	97,947.50
			CP14010-AVE J PAVED-11/30/18	55,607.50	210 15BR007924	55,607.50
				153,555.00		153,555.00
7401564	C7946	L A CO DEPT ANIMAL CARE&CONTRL	11/18-HOUSING COSTS	108,930.60	101 4820363	108,930.60
7401565	1214	L A CO SHERIFF'S DEPT	12/18 LAW ENFORCEMENT SVCS	2,150,957.59	101 4820354	1,950,376.98
					101 4820357	200,580.61
				2,150,957.59		2,150,957.59
7401566	06681	PACIFIC ENERGY ADVISORS, INC	12/18-CCEA CONSULTING SERVICES	16,000.00	491 4250013P	16,000.00
			12/18-CCEA CONSULTING SERVICES	17,580.00	491 4250003P	17,580.00
			12/18-CCEA CONSULTING SERVICES	16,000.00	491 4250002P	16,000.00
			12/18-CCEA CONSULTING SERVICES	16,000.00	491 4250001P	16,000.00
			12/18-CCEA CONSULTING SERVICES	16,000.00	491 4250004P	16,000.00
				81,580.00		81,580.00
7401567	06313	R C BECKER & SON, INC	CP18003-SCHOOL PED IMPROVEMNTS	51,320.49	150 2100003	(1,372.25)
					150 2100003	(1,328.83)
					210 15ST037924	54,021.57
				51,320.49		51,320.49
7401568	1916	STRADLING,YOCCA,CARLSON,RAUTH	11/18-LEGAL SERVICES	86,471.45	101 4100303	86.70
					101 4100303	173.40
					101 4100303	809.20
					101 4100303	895.90
					101 4100303	1,040.40
					101 4100303	2,658.80
					101 4100303	3,461.01
					101 4100303	6,401.24
					101 4100303	6,427.98
					101 4100303	8,343.00
					101 4100303	26,757.74
					101 4100303	27,299.47
					491 4250303	1,965.20
					811 4100303	42.60
					830 4300303	108.81
				86,471.45		86,471.45

Chk Count 388

Check Report Total 5,734,244.45

City of Lancaster Check Register



From Check No.: 101010242 - To Check No.: 101010255

From Check Date: 01/06/19 - To Check Date: 01/26/19

Printed: 1/28/2019 11:40

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
101010242	07280	MARIN CLEAN ENERGY	03/19-CCEA-RA	6,644.00	491 4250001E	6,644.00
101010243	04867	CITY OF LANCASTER-PARKS	PETTY CASH-TOURNAMENT	3,500.00	101 1020004	3,500.00
101010244	00370	CITY OF LANCASTER/PETTY CASH	PETTY CASH DRAW	800.00	101 1020000	800.00
101010245	05987	THE VISITORS BUREAU/LANCASTER	11/18 TBID FEES	40,699.58	101 2501000	40,699.58
101010246	D2446	THE BLVD ASSOCIATION	DLPBID FEES-11/01-12/31/18	71,310.02	401 2501100	71,310.02
101010247	04867	CITY OF LANCASTER-PARKS	PETTY CASH-TOURNAMENT	3,500.00	101 1020004	3,500.00
101010248	08688	HIGH DESERT POWER PROJECT, LLC	01/19-ENERGY PROCUREMENT	60,000.00	490 4250653	60,000.00
101010249	09015	POWEREX CORP	12/18-CARBON FREE ENERGY	42,667.70	491 4250001E	42,667.70
101010250	09046	SAN GORGONIO FARMS INC	12/18-ENRGY CPCTY-FNL CRDT	16,814.70	491 4250001E	16,814.70
101010251	07732	3 PHASES RENEWABLES INC	LCE-12/18-RESOURCE CAPACITY	78,480.00	490 4250653	78,480.00
101010252	08026	INLAND EMPIRE ENERGY CENTER	02/19-ENERGY PROCUREMENT	64,500.00	490 4250653	64,500.00
101010253	C9589	U S BANK CORP PAYMENT SYSTEMS	01/10/19-CALCARD STATEMENT	70,702.80	101 2601000	70,702.80
101010254	04867	CITY OF LANCASTER-PARKS	PETTY CASH-TOURNAMENT	13,500.00	101 1020004	13,500.00
101010255	A5841	CITY OF LANCASTER	FIN-FRONT COUNTER CASH BOX	200.00	101 1030000	200.00

Chk Count 14

Check Report Total 473,318.80

STAFF REPORT
City of Lancaster

CC 3
02/12/19
JC

Date: February 12, 2019
To: Mayor Parris and City Council Members
From: Britt Avrit, MMC, City Clerk
Subject: **Consideration of adoption of Ordinance No. 1054**

Recommendation:

Adopt **Ordinance No. 1054**, amending the City zoning plan for approximately 15 acres of land located at 43511 70th Street East (APN: 3386-007-035), known as Zone Change No. 18-03, from RR-2.5 (Rural Residential, minimum lot size 2.5 acres) to LI (Light Industrial).

Fiscal Impact:

None for this action.

Background:

On February 28, 2018, the Community Development Division received applications for the construction and operation of a medical cannabis cultivation facility at 43511 70th Street East. These applications included a Conditional Use Permit (CUP), General Plan Amendment (GPA), and Zone Change (ZC) requests. The proposed project would consist of a 122,871 square-foot medical cannabis cultivation and manufacturing facility to be developed in three phases. Phases I and III consist of tenant improvements to the existing 68,271 square-foot produce packing building. Phase II would consist of a 54,600 square-foot building.

The applicant, K70, LLC, submitted applications for a General Plan Amendment (GPA) and Zone Change (ZC), associated with the Conditional Use Permit (CUP) application submitted by Tradecraft Ventures. In order to facilitate the development of the proposed medical cannabis facility, the applicant is requesting to amend the General Plan land use designation from Non-Urban Residential (NU) to Light Industrial (LI) and zoning from RR-2.5 (rural residential, minimum lot size 2.5 acres) to LI for the subject property. The proposed change in the land use designation and zoning for the subject site would be consistent with the designation and zoning, and the surrounding properties.

At the January 22, 2019 City Council meeting, the City Council approved the introduction of Ordinance No. 1054 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. 1054

ORDINANCE NO. 1054

AN ORDINANCE OF THE CITY OF LANCASTER, CALIFORNIA, AMENDING THE CITY ZONING PLAN FOR APPROXIMATELY 15 ACRES OF LAND LOCATED AT 43511 70TH STREET EAST (ASSESSOR'S PARCEL NUMBER: 3386-007-035), KNOWN AS ZONE CHANGE NO. 18-03, FROM RR-2.5 (RURAL RESIDENTIAL, MINIMUM LOT SIZE 2.5 ACRES) TO LI (LIGHT INDUSTRIAL)

WHEREAS, pursuant to Section 17.24.060 of the Lancaster Municipal Code, an application has been filed by K70, LLC ("Applicant"), to change the zoning designation on approximately 15 acres located at 43511 70th Street East (Assessor Parcel Number 3386-007-035) from RR-2.5 (Rural Residential, minimum lot size 2.5 acres) to LI (Light Industrial); and

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

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

WHEREAS, public notice was provided as required by law, and a public hearing was held on September 17, 2018, and October 15, 2018, at which the Planning Commission: (a) certified that it had reviewed and considered the information in the Mitigated Negative Declaration prepared for the proposed project in compliance with the California Environmental Quality Act (including its implementing regulations) prior to taking action, and (b) found the Initial Study determined that the proposed project could have a significant effect on the environment; however, there will not be a significant effect in this case with the implementation of the mitigation measures as detailed therein; and

WHEREAS, the City Council desires to approve the Applicant's request as set forth herein.

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

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

Section 2. The City Council hereby makes the following findings:

1. The proposed zone change from RR-2.5 to LI is consistent with the General Plan land use designation of LI (Light Industrial) proposed for the subject property.

2. Modified conditions warrant a revision in the zoning plan, as the proposed project site is compatible with the existing land uses within the surrounding properties. The property surrounding the project site is zoned RR-2.5, and is either undeveloped or contains agricultural uses.
3. A need for the proposed zoning classification of LI exists in order to provide for a suitable site for development as a medical cannabis cultivation and manufacturing facility.
4. The particular property under consideration is a proper location for the LI zoning classification, because it is compatible with the surrounding property, which is zoned RR-2.5. Two single-family homes, agricultural production and vacant land surround the proposed subject site. The proposed use is similar in nature to the existing produce packing and cold storage facility, and would continue to be compatible with the surrounding agricultural uses.

Section 3. The subject property is reclassified from RR-2.5 to LI.

Section 4. All environmental findings, and the Mitigated Negative Declaration, as contained in Attachment "B" of the Planning Commission Resolution No. 18-30, are hereby approved, adopted and incorporated in this Ordinance.

Section 5. Any ordinance previously adopted by the City Council shall be and hereby is repealed if and to the extent inconsistent with this Ordinance, provided, however, that each such ordinance shall otherwise remain in full force and effect.

Section 6. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is held for any reason to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases or portions be declared invalid or unconstitutional.

Section 7. The Mayor shall sign and the City Clerk shall certify to the passage and adoption of this Ordinance, and shall cause the same to be published and posted pursuant to the 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 22nd day of January, 2019, and placed upon its second reading and adoption at a regular meeting of the City Council on the 12th day of February, 2019, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

APPROVED:

BRITT AVRIT, MMC
City Clerk
City of Lancaster

R. REX PARRIS
Mayor
City of Lancaster

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

CERTIFICATION OF ORDINANCE
CITY COUNCIL

I, _____, _____ City of Lancaster, California, do hereby certify that this is a true and correct copy of the original Ordinance No. 1054, 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 4
02/12/19
JC

Date: February 12, 2019

To: Mayor Parris and City Council Members

From: Jeffrey Campbell, Acting Director, Parks, Recreation and Arts

Subject: **Application for Los Angeles County Regional Park and Open Space District Prop A Funds for Construction of the Owen Memorial Park Plaza Project**

Recommendation:

Adopt **Resolution No. 19-05**, approving the application for grant funds from the Los Angeles County Regional Park and Open Space District.

Fiscal Impact:

None for this action.

Background:

Sgt. Steve Owen loved this community and when he gave his life on October 5, 2016 while protecting our residents, he made the ultimate sacrifice. In honor of his heroism and to celebrate the unwavering commitment he showed to the Antelope Valley, the Lancaster City Council voted to rename the City's flagship park after our local hero. Additionally, the Parks, Recreation and Arts Department was asked to construct a memorial in his honor that was more than just a plaque, something that tells the story of the man he was for generations to come. The goal being that twenty years from now, people will continue to honor his legacy, know who he was and the impact he had on our community. The design phase began in 2017 and was completed in early 2018 through a partnership with students at Learn4Life Concept Charter Schools. The conceptual design was approved by Sgt. Owen's family members and Council in Spring 2018.

Elements of the memorial will include: four 4' x 6' or 8' tall steel panels with images and text cut into the panel that represent various aspects of Sgt. Owen's life and impact on the community; an 18" high raised concrete platform in the shape of the Sheriff's star in the center of the memorial; a caparisoned horse; planters with low-water use landscape around the memorial; and accent paving around the perimeter.

The grant application requests \$245,000 for the construction of the memorial.

NJ:jzs

Attachment:

Resolution No. 19-05

RESOLUTION NO. 19-05

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, CALIFORNIA, APPROVING THE APPLICATION FOR GRANT FUNDS FROM THE LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT

WHEREAS, the people of the County of Los Angeles on November 3, 1992, and on November 5, 1996 enacted Los Angeles County Proposition A, Safe Neighborhood Parks, Gang Prevention, Tree-Planting, Senior and Youth Recreation, Beach and Wildlife Protection (the Propositions), which among other uses, provides funds to public agencies and nonprofit organizations in the County for the purpose of acquiring and/or development of facilities and open space for public recreation; and

WHEREAS, the Propositions also created the Los Angeles County Regional Park and Open Space District (the District) to administer said funds; and

WHEREAS, the District has set forth the necessary procedures governing application for grant funds under the Propositions; and

WHEREAS, the District's procedures require the City of Lancaster to certify, by resolution, the approval of the application before submission of said application(s) to the District; and

WHEREAS, said application contains assurances that the City of Lancaster must comply with; and

WHEREAS, the City of Lancaster certifies, through this resolution, that the application is approved for submission to the District; and

WHEREAS, the City of Lancaster will enter into an Agreement with the District to provide funds for acquisition and development projects.

WHEREAS, the District's procedures require the adoption of a Youth Employment Plan for development projects by the governing body of the agency.

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

Section 1. Approves the filing of an application with the Los Angeles County Regional Park and Open Space District for Funds for the above project; and

Section 2. Certifies that the City of Lancaster understands the assurances and certification in the application form; and

Section 3. Certifies that the City of Lancaster has, or will have, sufficient funds to operate and maintain the project in perpetuity; and

Section 4. Certifies that the City of Lancaster will sign and return, within 30 days, both copies of the project agreement sent by the District for authorizing signature; and

Section 5. Appoints the City Manager, or designee, to conduct all negotiations, and to execute and submit all documents including, but not limited to, applications, agreements, amendments, payment requests and so forth, which may be necessary for the completion of the aforementioned project.

PASSED, APPROVED, and ADOPTED this 12th day of February, 2019, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

APPROVED:

BRITT AVRIT, MMC
City Clerk
City of Lancaster

R. REX PARRIS
Mayor
City of Lancaster

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

CERTIFICATION OF RESOLUTION
CITY COUNCIL

I, _____, _____ City of Lancaster, California,
do hereby certify that this is a true and correct copy of the original Resolution No. 19-05, 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 5
02/12/19
JC

Date: February 12, 2019

To: Mayor Parris and City Council Members

From: Jeff Hogan, Development Services Director

Subject: **RFP No. 697-18 – Street Sweeping Services**

Recommendations:

- a. Award a one-year contract, with an option of five (5), one-year extensions to CleanStreet, Inc., for **RFP No. 697-18 – Street Sweeping Services**, and authorize the City Manager, or his designee, to sign all documents.

- b. Appropriate \$49,400.00 from Fund Balance Account No. 203-2900-000 to Expenditure Account No. 203-4752-450, and \$1,450.00 from Fund Balance Account No. 484-2900-000 to Expenditure Account No. 484-4752-450. The annual cost of the contract is \$537,847.44.

Fiscal Impact:

\$537,847.44 for the first fiscal year of service.

Background:

In January 2015, the City awarded a contract for street sweeping services. Current services include the sweeping of residential streets and select arterials twice each month, with the remaining arterials being swept once per month. The current contract expires on March 1, 2019.

In October 2018, the City advertised a Request for Proposals for Street Sweeping Services. The updated scope of service included the sweeping of residential and all arterial streets twice per month, hand work in areas that the gutter broom cannot reach, and twenty-five (25) hours of special event sweeps at no additional cost to the City.

Four proposals were received on November 20, 2018, with the following costs:

<u>Vendor</u>	<u>Monthly Cost</u>	<u>Annual Cost</u>
Spadaro Enterprises, Inc.	\$53,403.28	\$640,839.36
CleanStreet, Inc.	\$44,820.62	\$537,847.44
Kellar Sweeping, Inc.	\$43,866.98	\$526,403.76
Venco Power Sweeping, Inc.	\$39,957.10	\$479,485.20

An evaluation committee with staff from Development Services and Finance evaluated the proposals based on evaluation criteria identified in the Request for Proposal. These criteria are pricing, qualification of business, experience with similar services of this nature, references, and local preference. While Venco Power Sweeping, Inc. had the lowest price, CleanStreet, Inc. received the highest overall score. CleanStreet has over twenty-five (25) years of experience providing street sweeping services to municipalities throughout the State.

GN:jw

Attachment:

Agreement for Street Sweeping Services

AGREEMENT FOR STREET SWEEPING SERVICES

THIS AGREEMENT FOR STREET SWEEPING SERVICES (this "AGREEMENT") is made and entered into this ___ day of _____, 2019, by and between the CITY OF LANCASTER, a municipal corporation and charter city (the "OWNER"), and CleanStreet, Inc. (the "CONTRACTOR").

RECITALS

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

STREET SWEEPING 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: CleanStreet, 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 Jere Costello, President
 CleanStreet, Inc.
 1937 West 169th Street
 Gardena, California 90247

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 OWNER'S RFP 697-18 and 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 OWNER'S RFP 697-18, all attachments, and all addenda
- Third: 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 not to exceed \$ 537,847.44. 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. (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 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

\$1,000,000

Bodily Injury by Disease

\$1,000,000

Each Employee

\$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:

RFP No. 697-18 – STREET SWEEPING 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.

(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: _____
Jason Caudle, City Manager

Dated: _____

"CONTRACTOR"
CLEANSTREET, INC.

By: _____
Jere Costello, President

Dated: _____

ATTEST:

Britt Avrit, MMC
City Clerk

APPROVED AS TO FORM:

Allison E. Burns, Esq.
City Attorney

Exhibit A

Scope of Services

Definitions

“**City**” means the City of Lancaster, a municipal corporation and charter city, and all the territory lying within the municipal boundaries of City as presently existing or as such or as such boundaries may be modified during the term of this Agreement.

“**Curb Mile**” means one mile of City street from the face of curb, extending out onto the street with the width of the sweeper. In the case of streets or other roadways that do not have curbs, once curb mile would be one mile down the center of the roadway, the width of the sweeper.

“**Drainage Structure Inlets**” means all faces of low-flow boxes, catch basins, and storm drain drop inlets.

“**Other**” means raised medians, painted medians and gores, traffic islands, and directional raised islands.

Description of Work

The work covered by this contract consists of furnishing all labor, equipment, materials and supervision to perform all work necessary to clean streets at designated locations within the City of Lancaster as shown on the provided street sweeping maps. In addition to sweeping all curbs, Contractor shall sweep all bicycle lanes, curb-protected bike paths (less than normal 12' lane width), raised medians and raised “pork chop” pedestrian refuge islands/right turn slip lanes, interior left turn lanes, lanes adjacent to median lanes and traffic calming islands, intersections, and corners including curb returns and drainage structure inlets from any cross street intersecting the subject street. Contractor shall make multiple passes when necessary to ensure all sweep waste is cleaned from the street to the satisfaction of the City and in accordance with this RFP. Contractor shall re-sweep areas that the City has determined to have been swept unsatisfactorily within four (4) business hours of notification at no additional charge.

Manual Sweep/Hand Work Requirements

Obstructions in the sweeping path that can be removed by hand shall be placed in the hopper of the sweeper by the sweeper operator before sweeping. Contractor shall immediately call and report to the City’s representative the nature and location of immovable objects that are in the sweeping path.

Small diameter cul-de-sacs and/or bulb-outs within the sweeping routes where the gutter broom cannot reach the flowline must be swept by hand. Additionally, all grooved cross-gutters where the gutter broom cannot reach the debris within the grooves shall be swept by hand. *Contractor will manually remove debris located inside all drainage structures within six (6) inches from face of opening.*

Contractor will manually sweep or blow debris from and clean the tops of all of the City’s raised concrete medians (non-landscaped) medians and raised “pork chop” pedestrian refuge islands/right turn slip lanes, now existing or added during the term, once per month. *In addition, Contractor shall manually sweep or blow debris from all pedestrian walkways and truncated domes located within pork-chop and pedestrian refuge islands/right turn slip lanes and bulb-outs.*

The table below shows the estimated curb miles in the City to receive street sweeping services and the frequency of service. No machine street sweeping shall be performed during rainstorms, when there is running water in the gutter or street, or for any other reason sweeping is impractical as determined by the City.

Street Type	Frequency	Estimated Monthly Curb Miles
Residential	Biweekly	705.11 x 2
Arterial	Biweekly	189.9 x 2
Other	Monthly	117.24
	Estimated Monthly Miles	1,907.26
Special Sweeps	As needed	100 (per year)
	Estimated Yearly Miles	22,987.12

Curb Mile Adjustments

At the sole discretion of the City, associated street sweeping areas may be added, deleted or their sweeping frequency modified under the contract at any time. The additional cost or deduct for the affected areas will be calculated using the unit costs provided in the Proposed Schedule of Pricing.

Mileage Calculations

Compensation for miles of sweeping shall be calculated according to actual curb miles swept. The Contractor shall supply individual mileage logs to the City with each monthly invoice. Areas that are re-swept to meet the City’s satisfaction level should not be included in the mileage log.

Sweeping Schedule/Hours

The City’s current street sweeping schedule is located at the following link: <http://gisportal.cityoflancasterca.org/portal/apps/webappviewer/index.html?id=4470322299f94b5885ce6545eccc9333>. The Contractor must meet the schedule outlined in the aforementioned link. If the Contractor requests to deviate from said schedule, those exceptions must be approved by the City, in writing. Deviations from the provided schedule are not recommended. The Contractor shall coordinate street sweeping operations with garbage collection service such that sweeping services do not occur on the same day or the next day as trash services or otherwise interfere with trash and recycling collection services. Prior to contracting, the Contractor shall provide a work plan. The work plan shall address scheduling for residential and arterial street

sweeping. The proposed schedule and work plan will be reviewed by the City and adjusted between both parties as necessary. Once agreed upon, sweeping routes shall not be modified by the Contractor without City approval.

Street sweeping may only take place on residential streets between 8-11am and 12-3pm Monday through Friday. Arterial and other street types may be swept between 5pm and 5am the following day, Monday through Friday. Contractor should attempt to stay within the current sweeping schedule, and if there is a need to deviate from the provided schedule, any costs associated with changing street signage will be charged to the Contractor.

Special Sweeps

A special sweep is any sweeping service required to be completed upon City request within 24-hour notice. Upon notification of the need for the special sweep, Contractor must be on site and ready to sweep within 4 hours unless otherwise instructed by the City. Contractor shall provide an additional 100 curb miles of special sweeps of selected City streets for the collection of debris at no additional cost to the City. Payment for additional curb miles beyond the initial 100 curb miles will be charged to the City at the rate as provided on the Proposed Schedule of Pricing.

Special Event Sweeps

Contractor will provide a maximum of twenty-five (25) hours of street sweeping services annually, at no cost, for City Special Events as instructed by the City. These services shall be provided before, during and/or after all City Special Events. Any additional sweeping beyond the complimentary twenty-five (25) hours shall be billed at the Special Sweeps rate.

Sweeper Speeds

The sweeper shall operate at a safe speed which will allow for maximum debris pick up. Maximum allowed speeds are 3 to 5 miles per hour in heavy buildup of debris and 6 to 8 miles per hour in light build up.

Quality of Street Sweeping Services

Contractor shall remove all debris from all streets every sweeping cycle. The Contractor shall make as many passes as necessary to accomplish the task. This action will include removal of spills of concrete, rock, gravel, accident debris, etc. Items of excessive size, such as cardboard shall be physically picked up and placed in the hopper by the operator or other personnel. The Contractor shall contact the City's Project Manager if there are items in the road too large to be picked up by the sweeper which create a hazard to motorist.

The City reserves the right to require that streets be re-swept by Contractor without charge, if inspection by the City reveals that the streets were not swept to the City's standard. The Contractor shall, if directed by the City, re-sweep the area in question within 24 hours of receipt of verbal or written notification.

Contract Performance Management

The City will require monthly contract management meetings with local management of the Contractor in order to discuss the performance of the contract and resolve outstanding issues.

The intent is to provide a high quality, clean appearance on streets throughout the City as determined by the City of Lancaster. The Contractor will maintain such appearance to the satisfaction of the City.

Any discrepancies in the understanding of this clause will be resolved in a manner as determined by the City of Lancaster.

Personnel

Contractor shall furnish such qualified drivers, mechanical, supervisory, clerical, management and other personnel as may be necessary to provide the services required by this RFP in a satisfactory, safe, economical and efficient manner. All drivers shall be trained and qualified in the operation of vehicles they operate and must possess a valid license, of the appropriate class, issued by the California Department of Motor Vehicles.

Contractor shall provide suitable operations, health and safety training for all of its employees who use or operate equipment or who are otherwise directly involved in collection or other related operations for the City and in accordance with this RFP. Contractor shall ensure that it is in compliance with all statutory laws and OSHA regulations at all times while performing the work outlined in this RFP.

Customer Complaints

The intent of this contract is to provide the highest level of street sweeping and related services available within the City. Customer complaints and inquiries from residential and business property owners in the City are of paramount importance. The Project Manager will communicate all customer service requests to Contractor. Contractor shall respond to all inquiries and complaints the same day they are received. It is Contractor's responsibility to communicate directly with the Project Manager. Contractor shall follow up with customers and Project Manager with the resolution of any and all inquiries and complaints.

Holidays

The Contractor may choose to sweep when a legal holiday occurs on a regularly scheduled sweeping day. If the Contractor chooses not to sweep on a holiday, affected scheduled streets shall be swept within the following one-week period without interruption in the regular sweeping schedule.

Communications

During all sweeping service times, the Contractor shall provide each person that operates a sweeping vehicle with a cell phone, in order to be able to communicate with the City. Additionally, the Contractor shall furnish a list containing names and phone numbers of

supervisory personnel who can be contacted on a 24 hour basis to respond to emergency needs. This list shall be kept current by the Contractor for the life of this contract.

The contract supervisor shall be responsible for ensuring the street sweeping operation remains in compliance with this contract. At the end of each week the Contractor shall make contact with the City's Project Manager for the purpose of exchanging information about the week's sweeping, including production and deficiency reports.

GPS Equipment and Software

Sweepers must be equipped with GPS monitoring devices. Contractor will provide the City with access to the GPS system which allows for the monitoring of each sweeper's current location and speed, as well as previously traveled locations. Contractor shall provide the City with computer access to software used to use the GPS system at no cost to the City.

Transfer and Disposal of Sweep Waste

Contractor will be responsible for all materials swept and shall properly dispose of materials collected at the City's Maintenance Yard. . The Contractor need not pay disposal fees when debris is disposed of at the City's Maintenance Yard.

Water Availability

Contractor shall make arrangements at its own expense to obtain water necessary for the operation. Contractor shall use recycled water in all operations, unless unavailable through the City.

Payment

The City will pay the Contractor on a curb mile/month cost basis for monthly sweeping services in accordance with the rates provided to the City in the Proposed Schedule of Pricing. Costs shall include all costs associated with activities.

EXHIBIT "B"

TERM, PAYMENT AND TIME FOR COMMENCEMENT 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 **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 for five (5) additional one-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 amount not to exceed **\$537,847.44**. Actual costs shall not exceed the estimated rates and other costs as set forth in the CONTRACTOR'S proposal. Any additional work will require a separate Authorization for CONTRACTOR Services signed by both parties.

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

Time for Commencement

CONTRACTOR shall commence performance of the work no later than March 1, 2019.

Jere Costello, President
CleanStreet, Inc.

STAFF REPORT
City of Lancaster

CC 6
02/12/19
JC

Date: February 12, 2019

To: Mayor Parris and City Council Members

From: Jeff Hogan, Development Services Director

Subject: **Final Map Approval – Tract Map No. 60885-01 (Located on the Southwest Corner of 60th Street West and Avenue J-8)**

Recommendation:

Approve the map and accept the dedications as offered on the map for Tract Map No. 60885-01; make findings that this project will not violate any of the provisions of Sections 66473.5, 66474.1, and 66474.6 of the Subdivision Map Act; and instruct the City Clerk to endorse on the face of the map the certificate, which embodies the approval of said map and the dedications shown thereon.

Fiscal Impact:

None.

Background:

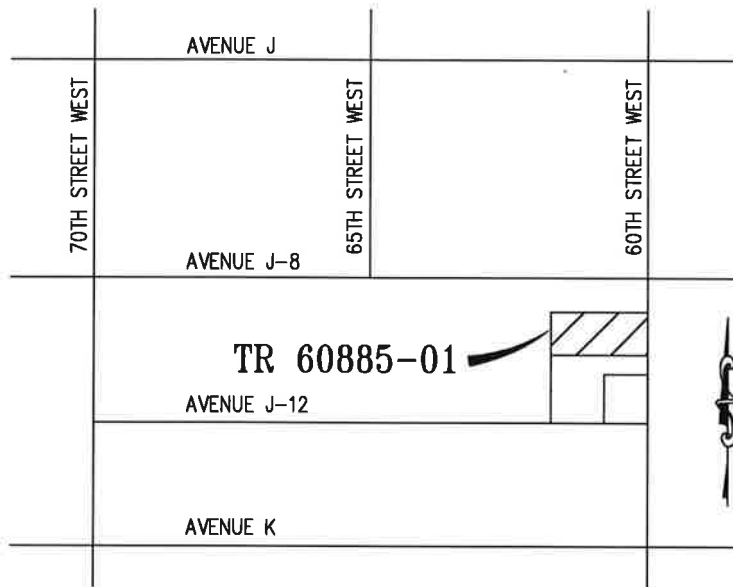
On July 18, 2005, the Planning Commission approved Tentative Tract Map No. 60885-01 (revised on July 18, 2016). The Final Map is in substantial conformance with the approved tentative map. Tract Map No. 60885-01 has been examined by the City Surveyor, and is ready for Council approval. The securities for this map will be in the form of a Subdivision Improvement and Lien Agreement (Agreement), which will guarantee and secure the performance of all the grading, public improvements, impact fees, and public agency fees. The lien will be in first position, and the developer agrees to present substitute bond and deposit securities with the City prior to the commencement of the work of any improvements. The Agreement satisfies the security requirements of the Undertaking Agreement as an authorized form of security in accordance with the Subdivision Map Act and the City’s Municipal Code.

JF:gb

Attachments:

Map
Subdivision Improvement and Lien Agreement

CITY OF LANCASTER



VICINITY MAP

N.T.S.

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

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

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

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

THIS SUBDIVISION IMPROVEMENT AND LIEN AGREEMENT (this "Agreement") is made this ____ day of _____, 20__ (the "Date of Agreement"), by and between the **CITY OF LANCASTER**, a California municipal corporation and charter city (the "City"), and **SHAYAN CAPITAL VENTURES, LLC**, a California limited liability company (the "Developer").

RECITALS

A. Developer is the owner of Tentative Tract Map No. 060885, including all real property associated therewith, in the City of Lancaster, California. Said map was administratively approved for phasing on July 17, 2017, which is shown in Exhibit "A" attached hereto and incorporated herein. The Developer now wishes to develop Phase I, consisting of 7 lots as Tract 060885-01 (the "Property").

B. The City approved Tentative Tract Map No. 060885 on July 18, 2005 (the "Tentative Map"), subject to certain conditions of approval as set forth in Resolution No. 05-38 and revised on July 18, 2016 (the "Conditions of Approval").

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

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

E. The City has agreed to accept a lien on the Property to secure performance of the Developer's obligation under this Agreement provided such lien is in first position. The Developer agrees to present substitute security to the City prior to the commencement of the work of

Improvements, and Developer agrees that the City may revert the property to acreage if the work of Improvements has not commenced within three years of the Date of Agreement.

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

1. Subdivision Development Lien. This Agreement shall constitute a lien (the "Subdivision Development Lien") on the Property in the amount of One Million, Four Hundred Thirty-Four Thousand, Five Hundred Dollars and No Cents words, (\$1,434,500.00). This Subdivision Development Lien is established pursuant to Government Code Section 66499(a)(4), to secure the performance of the Developer's obligations contained in this Agreement. The Subdivision Development Lien shall be in first position and shall not be subordinate to any other lien or deed of trust on the Property.

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

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

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

2.2. Work, Places and Grades to be Fixed by Engineer. All of the work of Improvements is to be done at the places, of the materials, in the manner and at the grades, all as shown upon the plans and specifications therefor, heretofore approved by City Engineer and which are now on file in his office, and to the satisfaction of said City Engineer.

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

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

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

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

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

3. Permits and Fees.

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

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

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

4.1. Security for Faithful Performance and for Payment of Labor and Materials.

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

4.2. Security for Grading.

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

4.3. Off-Site Impact Fees Security.

Prior to the issuance of a building permit, Developer shall submit cash or cashier's check to satisfy payment of all City and other agency impact fees.

4.4. Monument Security.

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

4.5. Termination of Subdivision Development Lien.

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

5. Warranty Period and Retention of Substitute Security.

5.1. Repair or Reconstruction of Defective Work.

If within a period of one (1) year after final acceptance of the work performed under this Agreement, any structure or part of any structure furnished and/or installed or constructed, or caused to be installed or constructed by Developer, or any of the work done under this Agreement, fails to fulfill any of the requirements of this Agreement or the specifications referred to herein, Developer shall, without delay and without cost to City, repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or structure. Should Developer fail to act promptly or in accordance with this

requirement, or should the exigencies of the case require repairs or replacements to be made before Developer can be notified, City may, at its option, make the necessary repairs or replacements or perform the necessary work and Developer shall pay to the City the actual cost of such repairs plus fifteen percent (15%).

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

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

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

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

7. Remedies.

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

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

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

8. Performance by Surety.

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

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

9. General Provisions

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

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

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

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

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

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

9.6. Notices. All notices and other communications hereunder shall be in writing and mailed or personally delivered to the appropriate party at the address set forth below or, as to any party, at any other address in the State of California as shall be designated by it in a written notice sent to the other party.

To City:

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

To Project Manager:

Shayan Capital Ventures, LLC
c/o Royal Investors Group, LLC
15321 Ventura Blvd., Suite 460
Encino, CA 91436
Attn: Kris Pinero
Telephone: (818) 981-3000

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

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

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

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

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

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

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

9.14. Corporate Authority. Each individual executing this Agreement on behalf of a public or private corporation, nonprofit corporation, partnership or other entity or organization, represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said corporation, partnership, entity, or organization and that this Agreement is binding upon same in accordance with its terms. Developer shall, at City's request, deliver a certified copy of its

Board of Director's resolution or certificate authorizing or evidencing Controlling Law: This Agreement shall be governed by and construed in accordance with the laws of the State of California.

[Signatures appear on following page]

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

CITY:

CITY OF LANCASTER, a California municipal corporation and charter city

By: _____

Name: _____

Its: _____

APPROVED AS TO FORM:

City Attorney

DEVELOPER:

SHAYAN CAPITAL VENTURES, LLC, a California limited liability company

By: _____

Name: _____

Its: _____

**DEVELOPER SIGNATURES MUST BE
ACKNOWLEDGED BY NOTARY**

STAFF REPORT
City of Lancaster

CC 7
02/12/19
JC

Date: February 12, 2019

To: Mayor Parris and City Council Members

From: Jeff Hogan, Development Services Director

Subject: **Final Map Approval – Tract Map No. 61734 (Located on the Southwest Corner of 60th Street West and Avenue J-8)**

Recommendation:

Approve the map and accept the dedications as offered on the map for Tract Map No. 61734; make findings that this project will not violate any of the provisions of Sections 66473.5, 66474.1, and 66474.6 of the Subdivision Map Act; and instruct the City Clerk to endorse on the face of the map the certificate, which embodies the approval of said map and the dedications shown thereon.

Fiscal Impact:

None.

Background:

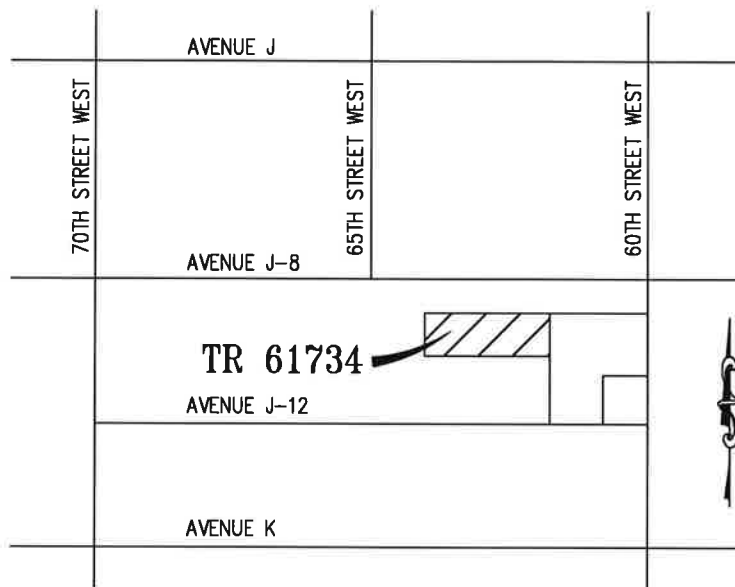
On July 18, 2005, the Planning Commission approved Tentative Tract Map No. 61734 (revised on July 18, 2016). The Final Map is in substantial conformance with the approved tentative map. Tract Map No. 61734 has been examined by the City Surveyor, and is ready for Council approval. The securities for this map will be in the form of a Subdivision Improvement and Lien Agreement (Agreement), which will guarantee and secure the performance of all the grading, public improvements, impact fees, and public agency fees. The lien will be in first position, and the developer agrees to present substitute bond and deposit securities with the City prior to the commencement of the work of any improvements. The Agreement satisfies the security requirements of the Undertaking Agreement as an authorized form of security in accordance with the Subdivision Map Act and the City’s Municipal Code.

JF:gb

Attachments:

Map
Subdivision Improvement and Lien Agreement

CITY OF LANCASTER



VICINITY MAP

N.T.S.

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

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

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

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

THIS SUBDIVISION IMPROVEMENT AND LIEN AGREEMENT (this "Agreement") is made this ___ day of _____, 20___ (the "Date of Agreement"), by and between the **CITY OF LANCASTER**, a California municipal corporation and charter city (the "City"), and **SHAYAN CAPITAL VENTURES, LLC**, a California limited liability company (the "Developer").

RECITALS

A. Developer is the owner of Tentative Tract Map No. 061734, including all real property associated therewith, in the City of Lancaster, California, which is legally described in Exhibit "A" attached hereto and incorporated herein (the "Property").

B. The City approved Tentative Tract Map No. 061734 on July 18, 2005 (the "Tentative Map"), subject to certain conditions of approval as set forth in Resolution No. 05-42 and revised on July 18, 2016 (the "Conditions of Approval").

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

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

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

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

1. Subdivision Development Lien. This Agreement shall constitute a lien (the "Subdivision Development Lien") on the Property in the amount of One Million, Three Hundred Ninety-Five Thousand, Eight Hundred Dollars and No Cents words, (\$1,395,800.00). This Subdivision Development Lien is established pursuant to Government Code Section 66499(a)(4), to secure the performance of the Developer's obligations contained in this Agreement. The Subdivision Development Lien shall be in first position and shall not be subordinate to any other lien or deed of trust on the Property.

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

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

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

2.2. Work, Places and Grades to be Fixed by Engineer. All of the work of Improvements is to be done at the places, of the materials, in the manner and at the grades, all as shown upon the plans and specifications therefor, heretofore approved by City Engineer and which are now on file in his office, and to the satisfaction of said City Engineer.

2.3. Repairs and Replacements. Developer shall replace, or have replaced, or repair, or have repaired, as the case may be, all survey monuments, shown on the Map which have been damaged, disturbed, or obliterated by reason of any work done hereunder. In addition, Developer shall replace or have replaced, repair, or have repaired, as the case may be; or pay to

the owner, the entire cost of replacement or repairs, or any and all property damaged or destroyed by reason of any work done hereunder. Any such repair or replacement pursuant to this Section 2.3 shall be to the satisfaction and subject to the approval of the Development Services Director.

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

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

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

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

3. Permits and Fees.

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

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

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

4.1. Security for Faithful Performance and for Payment of Labor and Materials. This portion of the Substitute Security shall be executed by a surety acceptable to the City in its sole and absolute discretion and shall include the following: (1) security in an amount equal to at least one hundred percent (100%) of the estimated cost of improvements as security for the faithful

performance of this Agreement and; (2) separate security in an amount equal to at least fifty percent (50%) of the estimated cost of improvements as security for the payment of all persons performing labor and furnishing materials in connection with this Agreement. If at any time after deposit of this portion of the Substitute Security, the surety on said securities is no longer acceptable to the City, Developer agrees to renew said securities with an acceptable surety within ten (10) days after receiving notice that said surety is unacceptable.

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

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

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

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

5. Warranty Period and Retention of Substitute Security.

5.1. Repair or Reconstruction of Defective Work. If within a period of one (1) year after final acceptance of the work performed under this Agreement, any structure or part of any structure furnished and/or installed or constructed, or caused to be installed or constructed by Developer, or any of the work done under this Agreement, fails to fulfill any of the requirements of this Agreement or the specifications referred to herein, Developer shall, without delay and without cost to City, repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or structure. Should Developer fail to act promptly or in accordance with this requirement, or should the exigencies of the case require repairs or replacements to be made before Developer can be notified, City may, at its option, make the necessary repairs or replacements or perform the necessary work and Developer shall pay to the City the actual cost of such repairs plus fifteen percent (15%).

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

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

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

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

7. Remedies.

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

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

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

8. Performance by Surety.

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

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

9. General Provisions

9.1. Hold-Harmless Agreement. Developer hereby bind themselves, their executors, administrators and assigns and agrees to indemnify, defend and hold City, its elective and appointive boards, commissions, officers, agents and employees, harmless from any liability for or claims for damage for personal injury, including death, as well as from claims for damage to property, both real and personal, which may arise from or be caused by Developer or Developer's contractors, subcontractors, agents or employees operations under this Agreement. Developer agrees to, and shall, defend City and its elective and appointive boards, commissions, officers, agents and employees from any suits or actions at law or in equity for damage caused, or alleged to have been caused, by reason for any of the aforesaid operations. It is understood that City does not, and shall not waive any right against Developer which it may have by reason of the aforesaid hold-harmless agreement, because of the acceptance by City, or the deposit with City by

Developer, of the Substitute Security or Cash Charges. It is further understood that this Section shall apply to all damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations referred to in this Section, regardless of whether the City has prepared, supplied or approved of, plans and/or specifications for the Subdivision.

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

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

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

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

9.6. Notices. All notices and other communications hereunder shall be in writing and mailed or personally delivered to the appropriate party at the address set forth below or, as to any party, at any other address in the State of California as shall be designated by it in a written notice sent to the other party.

To City:

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

To Project Manager:

Shayan Capital Ventures, LLC
c/o Royal Investors Group, LLC
15321 Ventura Blvd., Suite 460
Encino, CA 91436
Attn: Kris Pinero
Telephone: (818) 981-3000

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

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

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

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

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

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

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

9.14. Corporate Authority. Each individual executing this Agreement on behalf of a public or private corporation, nonprofit corporation, partnership or other entity or organization, represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said corporation, partnership, entity, or organization and that this Agreement is binding upon same in accordance with its terms. Developer shall, at City's request, deliver a certified copy of its

Board of Director's resolution or certificate authorizing or evidencing Controlling Law: This Agreement shall be governed by and construed in accordance with the laws of the State of California.

[Signatures appear on following page]

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

CITY:

CITY OF LANCASTER, a California municipal corporation and charter city

By: _____

Name: _____

Its: _____

APPROVED AS TO FORM:

City Attorney

DEVELOPER:

SHAYAN CAPITAL VENTURES, LLC, a California limited liability company

By: _____

Name: _____

Its: _____

**DEVELOPER SIGNATURES MUST BE
ACKNOWLEDGED BY NOTARY**

STAFF REPORT

City of Lancaster

NB 1
02/12/19
JC

Date: February 12, 2019

To: Mayor Parris and City Council Members

From: Allison E. Burns, City Attorney

Subject: **Amendment to Section 11.08.130 of the Lancaster Municipal Code Relating to Rent Stabilization in Mobilehome Parks in the City**

Recommendation:

Introduce **Ordinance No. 1055**, amending section 11.08.130 of the Lancaster Municipal Code, establishing the fine and penalty amount for violations of Chapter 11.08 relating to rent stabilization in mobilehome parks.

Fiscal Impact:

There will likely be a positive direct fiscal impact associated with administering this ordinance as it will provide a more efficient procedure for the City's enforcement of its mobilehome park rent control laws in the City. Rather than having to pursue civil remedies and/or criminal penalties against park owners, this ordinance will allow the City to impose administrative fines and penalties for violations of the City's mobilehome park rent control laws.

Background:

On August 11, 2009, the City Council introduced Ordinance No. 927, amending Chapter 11.08 of the Lancaster Municipal Code relating to rent stabilization in mobilehome parks in the City. Section 11.08.130 in particular establishes civil and criminal penalties for violations of Chapter 11.08. In order to recover civil remedies, however, an aggrieved homeowner must pursue the violating park owner in a court of law. This is an expensive process and deters many homeowners from challenging the violations. Additionally, the procedure for imposing criminal penalties on offending park owners is similarly expensive and time-consuming.

Proposed Revisions to LMC Chapter 11.08.130

The purpose of the proposed ordinance is to provide a more efficient procedure for the City's enforcement of its mobilehome park rent control laws. The proposed ordinance will, in addition to the already-existing authority for civil and criminal remedies, add authority for the City to issue administrative citations and penalties for violations of Chapter 11.08.

Attachment:

Ordinance No. 1055

ORDINANCE NO. 1055

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LANCASTER, CALIFORNIA, AMENDING SECTION 11.08.130 OF THE LANCASTER MUNICIPAL CODE ESTABLISHING THE FINE AND PENALTY AMOUNT FOR VIOLATIONS OF CHAPTER 11.08 RELATING TO RENT STABILIZATION IN MOBILEHOME PARKS

WHEREAS, the City Council (“City Council”) of the City of Lancaster (“City”) adopted Ordinance No. 927, which added Chapter 11.08 of the City’s Municipal Code relating to rent stabilization in mobilehome parks in the City;

WHEREAS, Ordinance No. 927 specifically added Section 11.08.130 of the City’s Municipal Code, which established civil and criminal penalties for violations of Chapter 11.08;

WHEREAS, the City Council is authorized by Section 7 of Article XI of the Constitution of the State of California and California Government Code Section 53069.4(a)(1) to establish by ordinance a fine and/or administrative penalty amount for violations of Chapter 11.08 pursuant to the procedures set forth in Chapter 9.48 of the City’s Municipal Code; and

WHEREAS, the City Council now desires to amend Section 11.08.130 to establish the fine and administrative penalty amount for violations of Chapter 11.08.

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

Section 1. Section 11.08.130 of the Lancaster Municipal Code is hereby amended to read as follows:

“A. Civil. A park owner who demands or accepts payment of rent in violation of this chapter, shall be liable in a civil action to the homeowner from whom such payment is demanded or accepted for reasonable attorneys fees and costs, plus damages in an amount of five hundred dollars (\$500.00) or three (3) times the amount of the payment demanded or accepted in excess of the rent which could be lawfully charged pursuant to this chapter, whichever is the greater.

B. Criminal. Any park owner violating this chapter shall be guilty of a misdemeanor punishable by a fine of not more than five hundred dollars (\$500.00) or by imprisonment for a period not exceeding six months, or both fine and imprisonment.

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 subsection 9.48.060(E), the penalty amounts of administrative citations issued for violations of this chapter shall be as follows, which amounts the city council may periodically adjust by resolution:

1. For the first administrative citation, the penalty shall be five hundred dollars (\$500.00) per month during which the park owner demands or accepts payments of rent in violation of this chapter;

2. For the second and any subsequent administrative citation, the penalty shall be one thousand five hundred dollars (\$1,500.00) per month during which the park owner demands or accepts payments of rent in violation of this chapter.

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 violation caused by a park owner under this chapter. A civil or criminal action may be brought concurrently with any other process regarding the same violation.”

Section 2. The Mayor shall sign and the City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published and posted pursuant to the provisions of law in that regard and this Ordinance shall take effect 30 days after adoption.

I, Britt Avrit, MMC, City Clerk of the City of Lancaster, do hereby certify that the foregoing ordinance was regularly introduced and placed upon its first reading on the 12th day of February, 2019, and placed upon its second reading and adopted at a regular meeting of the City Council on the ____ day of _____, 2019 by the vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

APPROVED:

BRITT AVRIT, MMC
City Clerk
City of Lancaster

R. REX PARRIS
Mayor
City of Lancaster

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

CERTIFICATION OF ORDINANCE
CITY COUNCIL

I, _____, _____ City of
Lancaster, California, do hereby certify that this is a true and correct copy of the original
Ordinance No. 1055, for which the original is on file in my office.

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

(seal)

STAFF REPORT
City of Lancaster

NB 2
02/12/19
JC

Date: February 12, 2019

To: Mayor Parris and City Council Members

From: Jason Caudle, City Manager

Subject: **RFQ 704-18, Hybrid Law Enforcement Model Consultant and Appropriate General Funds to Public Safety Budget**

Recommendations:

- a. Award Request for Qualifications # 704-18 and establish a Hybrid Law Enforcement Model Consulting & Support Services to Hillard Heintze of Chicago, Illinois, in the amount of \$197,235.00 (plus \$30,000 for authorized reimbursable expenses); and authorize the City Manager, or his designee, to sign all documents.

- b. Appropriate \$230,000 from General Fund to Public Safety expense account number 101-4820-301.

Fiscal Impact:

This agreement will be fully funded by the General Fund, which shall be appropriated to expense account number 101-4820-301.

Background:

For several years, the Los Angeles County Sheriff's Department (LASD) has been unable to recruit and retain sworn staff, which has resulted in a department wide staff shortage. Due to these shortages, LASD has been unable to provide enough sworn staff to fulfill staffing requirements in the contract between the City of Lancaster and LASD for Law Enforcement Services. These staff shortages have affected the City and its residents in a number of ways. The most impactful effects are the following: increased response times for calls for service, decreased number of patrol vehicles deployed throughout the City, and increased time to solve cases.

On December 11, 2018, Council directed staff to engage and manage a qualified consultant firm to develop options for a Hybrid Law Enforcement Model for the City of Lancaster and LASD in order to provide Law Enforcement and Law Enforcement-Related Services through the City in a strategic and coordinated manner.

Staff responded immediately by developing and advertising RFQ # 704-18 to establish a Hybrid Law Enforcement Model Consulting & Support Services. After review of the proposal, staff feels Hillard Heintze is highly qualified to perform this work for the City and its stakeholders.

Hillard Heintze has extensive experience working with counties and cities to provide solutions to managing law enforcement services. Hillard Heintze will work collaboratively with city leadership, LASD, and most importantly the Lancaster community, to analyze the needs and develop a hybrid strategy to elevate law enforcement response in the City. Hillard Heintze recognizes that an effective hybrid model must align the goals of the City with the logistical response of LASD, the legal impacts, and fiscal environment.

The exploration of the hybrid model is not to replace the contract with LASD, but to find a solution to augment sworn staff available to respond to non-emergent calls, allowing LASD staff to allocate its resources on emergent crime related matters that need immediate law enforcement attention. The City is looking to collaborate with LASD to create an interim stopgap until such time that LASD can recruit and retain enough sworn staff to fulfill the contract, and eliminate the need for mandatory overtime and backfilling with administrative personnel.

Mayor Parris expressed a growing concern for the safety of the public and the deputies working multiple 16-hour shifts a week. In order to alleviate the burden of calls for service related to non-emergent quality of life matters and investigatory follow up, the Consultant will engage with LASD, the City, and the community to define the goals, needs, and concerns related to public safety. From these meetings, the Consultant will develop a strategic plan and a recommendation for a Hybrid Law Enforcement Model that will provide the City with a clear path to delivering enhanced police services to the residents and visitors of Lancaster.

JC:cm

Attachment:

Agreement for Professional Services

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES is made and entered into this 12th day of February, 2019, by and between the CITY OF LANCASTER, a municipal corporation and charter city, (“City”), and Hillard Heintze, a Limited Liability Corporation, incorporated in the State of Illinois, (“Consultant”) (collectively, sometimes referred to hereinafter as the “Parties”).

RECITALS

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

Hybrid Law Enforcement Model (THE “SERVICES”)

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

NOW, THEREFORE, the parties agree as follows:

1. **Parties to the Agreement.**

The parties to this Agreement are:

- A. CITY: City of Lancaster
- B. CONSULTANT: Hillard Heintze

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

CITY City of Lancaster
 Attn: Jason Caudle, City Manager
 44933 North Fern Avenue
 Lancaster, California 93534

CONSULTANT Hillard Heintze
 Attn: Ken Bouche
 Address
 30 South Wacker Drive
 Suite 1400
 Chicago, Illinois 60606

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

4. **Description of Work.** The City hereby engages Consultant, and Consultant accepts such engagement, to perform the technical and professional services set forth in the "Scope of Services and Rates Schedule," attached hereto as Exhibit "A" and incorporated herein by reference. Consultant shall perform and complete, in a manner satisfactory to the City, all work and services set forth in Exhibit "A." The City Manager or his designee shall have the right to review and inspect the work during the course of its performance at such times as may be specified by the City Manager, or his designee.

5. **Obligations of the City.**

A. The City shall pay Consultant an amount not to exceed \$197,325 for all work necessary to complete the Services, as described in the Scope of Services and Rates Schedule. Payments shall be due within thirty (30) days following submittal of an invoice detailing the services performed, at the rates set forth in Exhibit A.

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

6. **Obligations of the Consultant.**

A. Consultant shall perform as required by this Agreement and in accordance with the Scope of Services and Rates Schedule set forth in Exhibit A.

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

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

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

8. **Amendments.** Any amendment, modification, or variation from the terms of this Agreement shall be in writing and shall be effective only upon mutual written approval by the City and Consultant.

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

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

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

10. **Term; Effective Date.** This Agreement shall become effective and shall be in full force and effect upon the execution of the Agreement by the City and the Consultant. This Agreement shall continue in full force and effect for twelve (12) months, unless the Agreement is sooner terminated in accordance with this Agreement; provided, however, that the City and the Consultant may mutually agree in writing to extend the Term of this Agreement.

11. **Termination.**

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

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

C. In the event of termination, whether for convenience or cause, reports, plans, studies and other documents (collectively, "documents") related to the Services shall become the City's property. Consultant shall provide all documents to the City that have not yet been within ten (10) calendar days after termination of the Agreement.

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

13. **Insurance.**

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

Commercial General Liability

Each Occurrence	\$1,000,000
Per Project General Aggregate	\$2,000,000

Including Products/Completed Operations; Contractual Liability/Independent Contractors; Property Damage
(Coverage shall be at least as broad as ISO form CG2010 11/85 or CG2010 07/04 and CG2037 07/04 combined, or an equivalent providing ongoing and completed operations)

Commercial Automobile Liability

Combined Single Limit per Accident for Bodily Injury and Property Damage	\$1,000,000
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(Coverage shall be at least as broad as ISO form CA00 01)

Workers Compensation

As Required by the State of California	Statutory Limits
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Employers’ Liability

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

(A Waiver of Subrogation must be provided on behalf of the Certificate Holder for the Workers Compensation & Employers’ Liability policies)

Professional Liability

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

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

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

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

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

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

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

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

Hybrid Law Enforcement Model, RFQ 704-18, 2019

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

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

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

14. **Commencement and Completion of Work.** The Services to be provided by Consultant pursuant to this Agreement shall commence immediately after execution of this Agreement, and shall be completed no later than 365 days following commencement; provided however, that the Parties may agree to extend the time for completion upon mutual written agreement.

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

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

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

Consultant warrants and represents to City as follows:

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

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

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

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

18. **Resolution of Disputes.**

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

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

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

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

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

19. **Exhibits.**

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

Exhibit "A" Scope of Services and Rates Schedule

20. **Governing Law.**

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

21. **Effective Date.**

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

[Signatures begin on next page.]

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

CITY OF LANCASTER
LANCASTER, CALIFORNIA

By: _____
Jason Caudle, City Manager

Dated: _____

HILLARD HEINTZE
CHICAGO, ILLINOIS

By: _____
Ken Bouche, Chief Operating Officer

Dated: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

SCOPE OF SERVICES AND RATES SCHEDULE

Critical Task & Assessment Components	Projected Hours	Blended Rate \$225/hour
Phase 1: DISCOVERY: Engage & Learn	240	\$54,000
Phase 2: ASSESSMENT: Analyze & Align (draft report)	288	\$64,800
Phase 3: STRATEGY: Vision & Plan (strategic plan)	144	\$32,400
Phase 4: ACTION: Resource & Execute (final report)	205	\$46,125
Total	877	\$197,325
Reimbursable Expense Budget		\$30,000

Expenses: Consistent with standard consulting industry practice, Hillard Heintze bills pre-approved reimbursable expenses – as incurred, with no markup. Travel expenses are based upon the Federal GSA Per Diem Schedule – for travel, meals, and lodging.

STAFF REPORT

City of Lancaster

NB 3
02/12/19
JC

Date: February 12, 2019

To: Mayor Parris and City Council Members

From: Kathleen Abaied, Human Resources Manager
Jason Caudle, City Manager

Subject: **Terms and Conditions of Employment for Represented Employees of the City; and Benefits Schedule for Regular and Probationary Employees of the City**

Recommendations:

- a. Adopt **Resolution 19-06**, approving the Memorandum of Understanding (MOU) between the City and Teamsters Local 911 and authorize the City Manager to execute the MOU.
- b. Adopt **Resolution 19-07**, approving the Memorandum of Understanding between the City and Lancaster Code Enforcement Association (LCEA) and authorize the City Manager to execute the MOU.
- c. Adopt **Resolution 19-08**, amending Resolution 14-64, establishing a benefits schedule for regular and probationary employees of the City.

Fiscal Impact:

The total cost of the Recommendations increases salary & benefit financial forecast projections by \$545,325 through December 31, 2021.

Background:

Several meetings were held to discuss compensation and working conditions with City employees. As a result of those meetings the City arrived at a tentative agreement for a new three (3) year Memorandum of Understanding with Teamsters Local 911 and a new three (3) year Memorandum of Understanding with Lancaster Code Enforcement Association; and a proposed benefits schedule for regular and probationary employees.

The agreements for represented employees provide a cost-of-living adjustment of 1.0% in July 2019, July 2020 and July 2021. In addition, represented employees will be eligible for performance based merit adjustments of 1%-5% in July 2019, July 2020 and July 2021.

The tentative agreement with Teamsters Local 911 maintains the compensation at two (2) hours per day Monday-Thursday and increases the compensation from two (2) hours to four (4) hours per day Friday-Sunday and observed holidays during the standby & callback period. (Standby and callback employees are on-call and must respond to emergencies within sixty minutes). It also increases boot reimbursement for employees who wear uniforms from \$250 to \$350 per year; and increases boot/pants allowance from \$400 to \$500 per year for all other bargaining unit members.

In 2012 the City changed its contribution to medical, dental and vision insurance from a percentage of the cost to a defined monthly dollar amount. These agreements continue that practice; and provide an adjustment for inflation and rising health costs, which was not included in 2012. Effective January 2019, all employees will receive \$1,500 towards employee only and employee plus one coverage; and \$1,800 towards employee plus two or more coverage if they were hired on or before June 30, 2012. All employees hired on or after July 1, 2012 will receive a monthly benefit of \$1,500 towards the cost of City provided health insurances.

Teamsters Local 911 and LCEA have ratified the tentative agreements. Staff recommends the City Council adopt the appropriate Resolutions; and authorize the City Manager to execute the Memorandum of Understanding.

Attachments:

Resolution No. 19-06

Resolution No. 19-07

Resolution No. 19-08

Memorandum of Understanding with Teamsters Local 911 (available for review in the City Clerk Department)

Memorandum of Understanding with Lancaster Code Enforcement Association (available for review in the City Clerk Department)

RESOLUTION NO. 19-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, CALIFORNIA, APPROVING THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY AND TEAMSTERS LOCAL 911

WHEREAS, the City Council is desirous of approving the Memorandum of Understanding between the City and Teamsters Local 911.

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

Section 1. Approving the Memorandum of Understanding (MOU) between the City and Teamsters Local 911 effective January 1, 2019.

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

PASSED, APPROVED, and ADOPTED this 12th day of February, 2019, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

APPROVED:

BRITT AVRIT, MMC
City Clerk
City of Lancaster

R. REX PARRIS
Mayor
City of Lancaster

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

CERTIFICATION OF RESOLUTION
CITY COUNCIL

I, _____, _____ City of Lancaster, California,
do hereby certify that this is a true and correct copy of the original Resolution No. 19-06, 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. 19-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, CALIFORNIA, APPROVING THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY AND THE LANCASTER CODE ENFORCEMENT ASSOCIATION (LCEA)

WHEREAS, the City Council is desirous of approving the Memorandum of Understanding between the City and the Lancaster Code Enforcement Association.

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

Section 1. Approving the Memorandum of Understanding (MOU) between the City and the Lancaster Code Enforcement Association effective January 1, 2019.

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

PASSED, APPROVED, and ADOPTED this 12th day of February, 2019, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

APPROVED:

BRITT AVRIT, MMC
City Clerk
City of Lancaster

R. REX PARRIS
Mayor
City of Lancaster

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

CERTIFICATION OF RESOLUTION
CITY COUNCIL

I, _____, _____ City of Lancaster, California,
do hereby certify that this is a true and correct copy of the original Resolution No. 19-07, 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. 19-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, CALIFORNIA, AMENDING RESOLUTION 14-64, ESTABLISHING A BENEFITS SCHEDULE FOR REGULAR AND PROBATIONARY EMPLOYEES OF THE CITY

WHEREAS, the City Council is desirous of establishing a Benefits Schedule for the employees of the City.

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

Section 1. Medical, Dental, and Vision Insurance. The City shall provide regular and probationary employees hired on or before June 30, 2012 with a monthly benefit amount of \$1,500 for employee only and employee plus one, and \$1,800 for employee plus two or more for medical, dental, and vision insurance. The City shall provide regular and probationary employees hired on or after July 1, 2012 with a monthly benefit amount of \$1,500 for employee only, employee plus one, and employee plus two or more for medical, dental, and vision insurance.

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

PASSED, APPROVED, and ADOPTED this 12th day of February, 2019, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

APPROVED:

BRITT AVRIT, MMC
City Clerk
City of Lancaster

R. REX PARRIS
Mayor
City of Lancaster

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

CERTIFICATION OF RESOLUTION
CITY COUNCIL

I, _____, _____ City of Lancaster, California,
do hereby certify that this is a true and correct copy of the original Resolution No. 19-08, 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)



CODE OF CONDUCT AND ETHICS FOR APPOINTED OFFICIALS

Adopted by the Lancaster City Council
Date Approved –

PREAMBLE

All citizens and businesses of Lancaster are entitled to have fair, ethical and accountable local government, which has earned the public's full confidence for integrity. In keeping with the City of Lancaster's commitment to excellence, the effective functioning of democratic government, therefore, requires that:

- Public officials both elected and appointed, comply with both the letter and spirit of the laws and policies affecting the operations of government; and
- Public officials be independent, impartial and fair in their judgment and actions; and
- Public office be used for public good, not for personal gain; and
- Public deliberations and processes be conducted openly, unless legally confidential, in an atmosphere of respect and civility.

This Code of Conduct and Ethics, as adopted by the Lancaster City Council, pertains to members of the City's Commissions, Boards and to those vendors doing business with our City, to assure public confidence in the integrity of local government and its effective and fair operation.

1. ACTS IN THE PUBLIC INTEREST

Members of the City's Commissions and Boards will work for the common good of the people of Lancaster and not for any private or personal interest, and they will assure fair and equal treatment of all persons, claims and transactions coming before the Lancaster City Council, Commissions and Boards.

2. COMPLY WITH THE LAW

Members of the City's Commissions and Boards shall comply with the laws of the United States of America, the State of California and the City of Lancaster in the performance of their public duties. These laws include but are not limited to: the United States and California codes and constitutions, Fair Political Practices laws and regulations pertaining to conflicts of interest, election campaigns, financial disclosures, employer responsibilities and open processes of government and adopted City ordinances and policies.

3. CONDUCT OF MEMBERS

The professional and personal conduct of Members of the City's Commissions and Boards must be above reproach and avoid even the appearance of impropriety. These Members shall refrain from abusive conduct, personal charges or verbal attacks upon the character or motives of other members of the City Council, Commissions and Boards, the public at large and City staff.

4. RESPECT FOR PROCESS

Members of the City's Commissions and Boards shall perform their duties in accordance with the processes and rules of order established by the City Council, Commissions and Boards; these processes and rules of order should be implemented in a manner that encourages meaningful involvement of the public and promotes the implementation of policy decisions of the City Council by City staff.

5. CONDUCT OF PUBLIC MEETINGS

Members of the City's Commissions and Boards shall prepare themselves for public meetings, listen courteously and attentively to all public discussions before the body and focus on the business at hand. They shall refrain from interrupting other speakers, making personal comments not germane to the business of the body or otherwise interfering with the orderly conduct of meetings.

6. DECISIONS BASED ON MERIT

Members of the City's Commissions and Boards shall base their decisions on the merits and substance of the matter at hand, rather than on unrelated considerations.

7. COMMUNICATION

Members of the City's Commissions and Boards shall publicly share substantive information that is relevant to a matter under consideration by the City Council, Commissions and Boards, which they may have received from all sources outside of the public decision-making process.

8. CONFLICT OF INTEREST

In order to assure their independence and impartiality on behalf of the common good, Members of the City's Commissions and Boards shall not use their official positions to influence government decisions in which they have a material financial interest or where they have an organizational responsibility or personal relationship, which may give the appearance of a conflict of interest.

In accordance with the applicable laws and regulations, Members of the City's Commissions and Boards shall disclose investments, interests in real property, sources of income, and gifts, and they shall abstain from participating in deliberations and decision-making where conflicts may exist.

9. GIFTS AND FAVORS

Members of the City's Commissions and Boards shall refrain from accepting any gifts, favors or promises of future benefits which might compromise their independence of judgment or action or give the appearance of being compromised.

10. CONFIDENTIAL INFORMATION

Members of the City's Commissions and Boards shall respect the confidentiality of information concerning property, personnel or affairs of the City. They shall neither disclose confidential information without proper legal authorization, nor use such information to advance their personal, financial or private interests.

11. USE OF PUBLIC RESOURCES

Members of the City's Commissions and Boards shall not use public resources unavailable to the public in general such as City staff time, equipment, supplies or facilities, for private gain or personal uses.

12. REPRESENTATION OF PUBLIC INTERESTS

In keeping with their role as stewards of the public interest, Members of the City's Commissions and Boards will work for the common good of the people of Lancaster and they will assure fair and equal treatment of all persons, claims and transactions coming before the Lancaster City Council, Commissions and Boards.

13. ADVOCACY

Members of the City's Commissions and Boards shall represent the official policies or positions of the City Council, Commissions and Boards, to the best of their ability, when designated as delegates for this purpose. When presenting their individual opinions and/or positions, members shall explicitly state they are not representing their body or the City of Lancaster, nor will they allow any inference of such representation.

14. POLICY ROLE OF MEMBERS

Members of the City's Commissions and Boards shall respect and adhere to the Council-Manager structure of Lancaster City government as outlined by the Lancaster Municipal Code. In this structure, the City Council determines the policies of the City, with the advice, information and analysis provided by the public, Commissions, Boards and City staff.

Except as provided by the City Municipal Code, Members of the City's Commissions and Boards shall not interfere with the administrative functions of the City or the professional duties of City staff, nor shall they impair the ability of staff to implement Council policy decisions.

15. INDEPENDENCE OF BOARDS AND COMMISSIONS

Because of the value of the independent advice from Commissions and Boards to the public decision-making process, Members of the City's Commissions and Boards should never leave themselves open to influence from members of the City Council. Likewise, City Council members should refrain from using their position to unduly influence the deliberations or outcomes of Commission and Board proceedings.

16. POSITIVE WORK PLACE ENVIRONMENT

Members of the City's Commissions and Boards shall support the maintenance of a positive and constructive workplace for City employees and for the citizens and the businesses dealing with the City. Members of the City's Commissions and Boards shall recognize their special role in their dealings with City employees to in no way create the perception of inappropriate direction to staff.

17. IMPLEMENTATION

This Lancaster Code of Conduct and Ethics is intended to be self-enforcing and is an expression of standards of conduct for Members of the City's Commissions and Boards expected by the City. It therefore becomes most effective when Members of the City's Commissions and Boards are thoroughly familiar with it and embrace its provisions.

For this reason, ethical standards shall be included in the regular orientations for applicants to the City's Commissions and Boards and newly elected and appointed officials. Members of the City's Commissions and Boards entering office shall sign a statement affirming they have read and understand the Lancaster Code of Conduct and Ethics. This Code of Conduct and Ethics shall be reviewed periodically by the Commissions and Boards, and the City Council shall consider recommendations from Commissions and Boards and update as necessary.

18. COMPLIANCE AND ENFORCEMENT

The Mayor, and chairs of Commissions and Boards have the additional responsibility to intervene when actions of Members that appear to be in violation of the Code of Conduct and Ethics are brought to their attention. The City Council may impose sanctions on Members whose conduct does not comply with the City's ethical standards, such as reprimand, formal censure, loss of seniority or committee assignment or budget restriction. Under the City's Municipal Code, the City Council may also remove Members of Commissions and Boards from office. A violation of this Code of Conduct and Ethics shall not be a basis for challenging the validity of a Council, Commission or Board decision.



**CODE OF CONDUCT AND ETHICS
FOR APPOINTED OFFICIALS**

STATEMENT OF COMMITMENT

As a member of a Lancaster appointed Commission or Board, I have reviewed and agree to uphold the Code of Conduct and Ethics for appointed officials adopted by the Lancaster City Council and conduct myself by the following model of behavior.

I will:

- Recognize the worth of individual members and appreciate their individual talents, perspective and contributions.
- Help create an atmosphere of respect and civility where individual members, city staff and the public are free to express their ideas and work to their full potential.
- Conduct my personal and public affairs with honesty, integrity, fairness and respect for others.
- Respect the dignity and privacy of individuals and organizations.
- Keep the common good as my highest purpose and focus on achieving constructive solutions for the public benefit.
- Avoid and discourage conduct which is divisive or harmful to the best interest of Lancaster.
- Treat all people with whom I come in contact in the way I wish to be treated.
- Before I speak or act, I will ask myself the following questions:
 - Is it the truth?
 - Is it fair to all concerned?
 - Will it build goodwill and better the community?

I affirm that I have read and that I understand, accept and support the City of Lancaster Code of Conduct and Ethics.

Board or Commission: _____

Position: _____ **Date:** _____

Print Name: _____

Signature: _____