



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

**Tuesday**

**March 26, 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, March 22, 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

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**AGENDA ITEMS TO BE REMOVED**

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

**PUBLIC BUSINESS FROM THE FLOOR - AGENDIZED ITEMS**

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

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

**CALL TO ORDER**

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

**ROLL CALL**

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

**INVOCATION**

**PLEDGE OF ALLEGIANCE**

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**PRESENTATION**

1. Recognition of Dayle Debry  
Presenters: Mayor Parris

**COUNCIL ACTIONS**

**MINUTES**

**M 1.** Approve the City Council/Successor Agency/Financing/ Power/ California Choice Energy Authority Regular Meeting Minutes of March 12, 2019.

**CONSENT CALENDAR**

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

**CC 2.** Approve the Check and Wire Registers for February 24, 2019, through March 9, 2019, in the amount of \$6,365,363.62. 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.** Accept and approve the February 2019, Monthly Report of Investments as submitted.

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

**CC 4.** Adopt **Resolution No. 19-12**, approving the First Amendment of the Amended and Restated Antelope Valley Transit Authority (AVTA) Joint Exercise of Powers Agreement (JPA).

At the January 22, 2019, AVTA Board meeting, the AVTA Board again discussed the appointment requirement for the cities, and directed Executive Director/CEO Macy Neshati to coordinate with the Transit Advisory Committee (TAC) members to draft language amending the appointment requirement. At the February 26, 2019, AVTA Board meeting, the AVTA Board (1) approved the amended language to the JPA; and (2) submitted the First Amendment of the Amended and Restated JPA (Attachment A) to the Cities of Lancaster and Palmdale and the Los Angeles County for their adoption.

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**CC 5.** Approve the Funding Agreement with the Los Angeles Metropolitan Transportation Authority (LACMTA) for Proposition C Funds in the amount of \$5,262,742.00 for the Medical Main Street Project (Lancaster Health District); and authorize the City Manager, or his designee, to sign all documents.

In partnership with Antelope Valley Hospital, the City identified the need to develop the Medical Main Street Planning area into a health care destination that promotes health and well-being for the entire Antelope Valley. To that end, the City submitted an infrastructure improvement project application to the Los Angeles County Metropolitan Transportation Authority's (LACMTA's) 2015 Call for Projects.

**CC 6.** Award **Public Works Construction Project No. 19-005**, 2019 Long Line Striping, to Superior Pavement Markings of Beaumont, California, in the amount of \$146,199.80, plus a 10% contingency, to refresh existing traffic striping on 17 centerline miles of roads, and authorize the City Manager, or his designee, to sign all documents. This contract is awarded to the lowest responsible bidder per California Public Code Section 22038 (b).

Under the 2019 Long Line Striping project, the City will refresh more than 551,000 linear feet of existing traffic lines on arterial and collector roads, and remove and install 2,500 raised pavement markers. All striping will be completed within forty-five (45) calendar days of the issuance of the notice to proceed. All work will be done at night between the hours of 6 p.m. and 7 a.m. to minimize the impact to residents and businesses. Per Section 2.2, this project is subject to the Community Workforce Agreement by and between the City of Lancaster and Los Angeles/Orange Counties Building and Construction Trades Council and the Signatory Craft Councils and Unions (CWA).

- CC 7.** Request for Qualifications (RFQ) No. 18-703, Revenue Collection and Consulting Services
- a. Award Request for Qualifications No. 18-703, Revenue Collection and Consulting Services, tasks 1-3 to Hinderliter, de Llamas and Associates (HdL), in the estimated amount of \$445,000, plus a percentage of recovered revenue from Business and Rental Housing License discovery and delinquency collections, and Sales and Use Tax audits, as outlined in the contract, and authorize the City Manager or his designee to sign all documents.
  - b. Award Request for Qualifications No. 18-703, Revenue Collection and Consulting Services, task 5 to HdL Coren and Cone (HdLCC), in the amount of \$66,750, plus 25% of recovered revenue as outlined in the contract, and authorize the City Manager or his designee to sign all documents.

Staff developed and advertised RFQ No. 18-703, which included five tasks to possibly be contracted separately or collectively. Staff reviewed and evaluated the proposals, participated in demonstrations, and interviewed candidates to discuss service specifics. A review of current Finance services indicated a better return on investment by contracting the administration of some Finance functions.



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**CC 8.** Adopt **Ordinance No. 1057**, amending Title 12 (Streets, Sidewalks, and Public Places) of the Lancaster Municipal Code by adding Chapter 12.10 (Art On Public Property), and amending Title 17 (Zoning) of the Lancaster Municipal Code by amending Chapter 17.40 (General Regulations) to add Article V (Publicly Visible Art On Private Property), relating to the City’s Art in Public Places Program.

This Ordinance codifies into the Lancaster Municipal Code the structure of the Art in Public Places Program, and specifically references the Art in Public Places Manual as to the general guidelines and criteria regarding public art, the procedure for selection of artists and public artwork, eligible expenditures related to the installation of public art, and the procedure regarding budgeting, siting and acquiring public artwork.

**PUBLIC HEARINGS**

**PH 1.** Resolution Amending Lancaster Choice Energy Customer Power Generation Rate Schedule

Recommendation:

Adopt **Resolution No. 19-13**, amending Resolution No. 18-04 amending customer power generation rates for Lancaster Choice Energy.

Lancaster Choice Energy (LCE) has been serving customers since 2015. An essential part of LCE’s operation is rate setting. A fundamental requirement in setting rates is to ensure sufficient revenue to cover LCE’s operating expenses and provide for reserves. In addition to meeting these requirements, LCE’s proposed rate schedule provides savings to LCE customers as compared to current Southern California Edison (SCE) rates. The proposed rate schedule ensures the LCE generation portion of the bill is based on the same time of use (TOU) period as the SCE delivery side of the customer bill. In addition to the change in the TOU periods, SCE is implementing a rate change effective April 4, 2019, to address their 2018 under collection. The proposed rate schedule adjusts rates to ensure LCE collects revenue sufficient to cover power procurement and other operating expenses while maintaining the LCE discount.

**PH 2.** Development Agreement No. 18-01 Pertaining to the Avanti South Master Planned Community

Recommendation:

Introduce **Ordinance No. 1058**, adopting Development Agreement No. 18-01 for the Avanti South Master Planned Community (Specific Plan No. 15-02/Tentative Tract Map No. 74312) to establish specific development rights.

On September 11, 2018, the City Council approved (4-0-0-1) entitlements for the Avanti South Master Planned Community consisting of a general plan amendment, zone change, specific plan, tentative tract map, environmental impact report and development agreement. Subsequent to the approval of the entitlements, it was determined that approval of an ordinance is required in order for the Development Agreement to be valid. No changes or revisions have been incorporated into the Development Agreement that was reviewed and approved by the City Council in September 2018.

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**NEW BUSINESS**

**NB 1.** Amendments to the Lancaster Municipal Code relating to the Criminal Justice Commission, the Architectural and Design Commission, the Homeless Impact Commission and the Healthy Community Commission

Recommendations:

- a. Introduce **Ordinance No. 1059**, amending Chapter 2.30 of the Lancaster Municipal Code regarding membership of the Criminal Justice Commission.
- b. Introduce **Ordinance No. 1060**, amending Chapter 2.34 of the Lancaster Municipal Code regarding membership of the Architectural and Design Planning Commission.
- c. Introduce **Ordinance No. 1061**, amending Chapter 2.37 of the Lancaster Municipal Code regarding membership of the Lancaster Homeless Impact Commission.
- d. Introduce **Ordinance No. 1062**, amending Chapter 2.38 of the Lancaster Municipal Code regarding membership of the Lancaster Healthy Community Commission.

At the February 26, 2019, City Council meeting, Mayor Parris requested that members of the City Council, and the Mayor, be made “Commissioners at-large” for the following City Commissions: (1) the Criminal Justice Commission; (2) the Architectural and Design Planning Commission; (3) the Lancaster Homeless Impact Commission; and (4) the Lancaster Healthy Community Commission (the “Commissions”). As “Commissioners at-large,” the members of the City Council, and the Mayor, may be called upon to attend and participate in meetings of the Commissions, as though they were appointed members of the same with authority to approve agenda items, in the event that a quorum cannot be reached by reason of another Commission member being absent or abstaining from a matter due to an actual or potential conflict of interest.

**NB 2.** Addition of Chapter 8.70 to the Lancaster Municipal Code concerning gasoline powered landscape equipment

Recommendation:

Introduce **Ordinance No. 1063**, adding Chapter 8.70 to the Lancaster Municipal Code concerning use of gasoline powered landscape equipment by landscape maintenance businesses.

Council directed staff to propose an ordinance that requires the implementation of electric powered landscape equipment, and provide for a 5-year implementation time line. The goals of this Ordinance are to improve air quality by exchanging older, polluting gasoline- or diesel-powered commercial lawn and garden equipment for new zero emission, battery electric commercial grade equipment for operation within AVAQMD’s jurisdiction and have all grounds maintenance such as: mowing, hedging, edging, trimming, sawing, and blowing serviced exclusively with low-noise zero-emission battery-electric machinery and manual hand tools.

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**NB 3.** Ground Lease Agreement with Antelope Valley Transit Authority for the Installation, Operation and Maintenance of Electric Bus Charging Stations and a Bus Transit Center at Property Adjacent to Lancaster Boulevard and Sierra Highway

Recommendation:

Approve a Ground Lease Agreement with the Antelope Valley Transit Authority (AVTA), for the installation, operation and maintenance of three (3) electric bus charging stations and a bus transit center on property adjacent to Lancaster Blvd. and Sierra Highway.

The premises will provide ease of accessibility to the proposed transit center, and the City's residents and visitors will continue to have the right to use the driveways and drive aisles into and through the premises. AVTA will be responsible for all costs associated with installation, operation and maintenance.

**NB 4.** Economic Development Update Report

Recommendation:

Receive report on Economic Development activities

**COUNCIL REPORTS**

**CR 1.** Report on the Activities of the Board of Directors for the Antelope Valley Transit Authority  
Presenters: Vice Mayor Crist and Council Member Underwood-Jacobs

**CR 2.** Council Reports

**CALIFORNIA CHOICE ENERGY AUTHORITY**

No action required at this time.

**LANCASTER HOUSING AUTHORITY**

No action required at this time.

**LANCASTER FINANCING AUTHORITY**

No action required at this time.

**LANCASTER POWER AUTHORITY**

No action required at this time.

**LANCASTER SUCCESSOR AGENCY**

No action required at this time.

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**CITY MANAGER / EXECUTIVE DIRECTOR ANNOUNCEMENTS**

**CITY CLERK / AGENCY / AUTHORITY SECRETARY ANNOUNCEMENT**

**PUBLIC BUSINESS FROM THE FLOOR - NON-AGENDIZED ITEMS**

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

**COUNCIL / AGENCY / AUTHORITY COMMENTS**

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**CLOSED SESSION**

1. Conference with Legal Counsel - Anticipated Litigation: significant exposure to litigation pursuant to Government Code Section 54956.9(d) (2) - two potential cases.
2. Conference with Legal Counsel - Anticipated Litigation: consideration of initiation of litigation pursuant to Government Code Section 54956.9(d) (4) - two potential cases.
3. Conference with Legal Counsel - Existing Litigation - Government Code Section 54956.9(d) (1)
4. Bootleggers 2 v. City of Lancaster, LASC Case No. BS169660
5. Parker v. Lancaster, LASC MC 027827
6. Kappler v. Lancaster, LASC 18STCVO4990
7. Better Neighborhoods v. Lancaster, LASC BS175020
8. 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, April 23, 2019 - 5:00 p.m.**

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**MEETING ASSISTANCE INFORMATION**

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

**AGENDA ADDENDUM INFORMATION**

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

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

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**LANCASTER  
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MINUTES  
March 12, 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 5:01 p.m.

**ROLL CALL**

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

EXCUSED: Council Member/Agency Director/Authority Member Underwood-Jacobs

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

**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; Parks, Recreation and Arts Director; Development Services Director; Finance Director; Housing Director; Chief of Police/Public Safety Director

**INVOCATION**

Pastor Joel Custodio, Grace Chapel

**PLEDGE OF ALLEGIANCE**

Council Member Mann

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**PRESENTATION**

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

**M 1. MINUTES**

On a motion by Vice Mayor Crist and seconded by Council Member Malhi, 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 February 26, 2019, by the following vote: 4-0-0-1; AYES: Malhi, Mann, Crist; Parris; NOES: None; ABSTAIN: None; ABSENT: Underwood-Jacobs

**CITY COUNCIL CONSENT CALENDAR**

Item No. CC 6 was removed for separate discussion.

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

Addressing the City Council on Item No. CC 6:

Michael Rives - Opposed to the ordinance as it is written; should include all facilities where human trafficking may occur and include verbiage for the exploitation of others; requested the City Council talk with Sheriff about enforcement of human trafficking in various establishments, rewrite the ordinance to include all facilities where all human trafficking may occur and work with legal counsel to possibly seize the property involved.

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

**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 February 10, 2019 through February 23, 2019 in the amount of \$2,842,843.39.

**CC 3. RESOLUTION NO. 19-09**

Adopted **Resolution No. 19-09**, electing the City of Lancaster to be exempt from the Congestion Management Program (CMP).



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**CC 4. CALIFORNIA DEPARTMENT OF CORRECTIONS & REHABILITATION (CDCR) AGREEMENT**

Approved the agreement with the California Department of Corrections & Rehabilitation (CDCR) for inmate community service work crew, and authorized the City Manager, or his designee, to sign all documents.

**CC 5. PUBLIC WORKS CONSTRUCTION PROJECT NO. 17-019**

Awarded **Public Works Construction Project No. 17-019**, 2018 Traffic Signal Upgrades, to JFL Electric, Inc., of Los Angeles, California, in the amount of \$263,990.00 base bid, plus a 10% contingency, and authorized the City Manager, or his designee, to sign all documents. This contract is awarded to the lowest responsible bidder per California Public Code Section 22038 (b).

**CC 6. ORDINANCE NO. 1056**

Adopted **Ordinance No. 1056**, amending Title 9 (Public Peace, Morals and Welfare) of the Lancaster Municipal Code by adding Chapter 9.50 (Human Trafficking and Nuisance Motels), relating to human trafficking and other unlawful nuisance activity and conditions at motels and hotels.

**PH 1. PUBLIC ART POLICY CODIFICATION**

Mayor Parris opened the Public Hearing.

The Parks, Recreation and Arts Director presented the Staff Report for this item.

Mayor Parris closed the Public Hearing.

On a motion by Vice Mayor Crist and seconded by Council Member Mann, the City Council introduced **Ordinance No. 1057**, amending Title 12 (Streets, Sidewalks, and Public Places) of the Lancaster Municipal Code by adding Chapter 12.10 (Art On Public Property), and amending Title 17 (Zoning) of the Lancaster Municipal Code by amending Chapter 17.40 (General Regulations) to add Article V (Publicly Visible Art On Private Property), relating to the City's Art in Public Places Program, by the following vote: 4-0-0-1; AYES: Malhi, Mann, Crist; Parris; NOES: None; ABSTAIN: None; ABSENT: Underwood-Jacobs

On a motion by Vice Mayor Crist and seconded by Council Member Mann, the City Council adopted **Resolution No. 19-10**, amending Resolution No. 15-29 by adding a Director's Review fee for applications for "Public Art on Private Property" permits to the Citywide Fee Schedule, by the following vote: 4-0-0-1; AYES: Malhi, Mann, Crist; Parris; NOES: None; ABSTAIN: None; ABSENT: Underwood-Jacobs

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**NB 1. AMENDMENT TO THE ADOPTED BUDGET AND CAPITAL IMPROVEMENT PROGRAM FOR FISCAL YEAR 2018-2019**

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

Vice Mayor Crist requested fund 206 object 924 in the attachment be pulled for separate vote so he can recuse himself from only that portion of the item.

The City Attorney stated the attachment before them has been updated as the version provided as part of the agenda packet had inverted the amounts for Funds 206 and 211. The attachment to Resolution 19-11 has been updated to reflect Fund 206 to be \$56,000 and Fund 211 to be \$97,000.

On a motion by Vice Mayor Crist and seconded by Council Member Malhi, the City Council adopted **Resolution No. 19-11 without Fund 206 and making the correction to the amount for Fund 211 to \$97,000**, and authorizing an amendment to the adopted Budget and Capital Improvement Program for Fiscal Year 2018-2019, by the following vote: 4-0-0-1; AYES: Malhi, Mann, Crist; Parris; NOES: None; ABSTAIN: None; ABSENT: Underwood-Jacobs

Vice Mayor Crist left the dais at this time.

On a motion by Council Member Mann and seconded by Council Member Malhi, the City Council adopted **Resolution No. 19-11 for Fund 206 and making the correction to the amount for Fund 206 to \$56,000**, and authorizing an amendment to the adopted Budget and Capital Improvement Program for Fiscal Year 2018-2019, by the following vote: 3-0-1-1; AYES: Malhi, Mann, Parris; NOES: None; RECUSED: Crist; ABSENT: Underwood-Jacobs

Vice Mayor Crist returned to the dais at this time.

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**NB 2. PROFESSIONAL SERVICES AGREEMENT FOR INSTALLATION OF  
SKATEPARK AT JANE REYNOLDS PARK TO SPOHN RANCH, INC.**

The Parks, Recreation and Arts Director presented the Staff Report for this item.

Discussion among the City Council and staff included discussion of concerns for Avenue J and the safety of skateboarders going to the park; perhaps a division such as a skate lane similar to a bike lane to protect those individuals headed to the park via their skateboard can be installed. Vice Mayor Crist requested clarification regarding the liability of the City for the skate park. The City Attorney stated recent legislation was passed that goes a long way to protect the City. The City Manager further stated this location is ideal due its central location and brings individuals to an otherwise underutilized park.

Addressing the City Council on this item:

Michael Rives – opposed to the action; does not agree with the location; suggests using the funds elsewhere.

Fran Sereseres – supports the project for kids and the neighborhood.

Dale Andreali – teacher in Lancaster; trainer of a skateboarding dog; skateboarder, skate coach and skate dad; supports the skate park; stated this area can be the safest part of town for kids to hang out and suggests having contests at the skate park.

On a motion by Vice Mayor Crist and seconded by Council Member Mann, the City Council, in lieu of undertaking its own competitive bidding or proposal process, authorized the City to use the National Joint Powers Alliance Contract (NJPA) #030117-SRI with Spohn Ranch, Inc. NJPA is a public agency serving as a national municipal contracting agency established under the Service Cooperative statute by Minnesota Legislative Statute §123A.21 with the authority to develop and offer, among other services, cooperative procurement services to its membership, by the following vote: 4-0-0-1; AYES: Malhi, Mann, Crist; Parris; NOES: None; ABSTAIN: None; ABSENT: Underwood-Jacobs

On a motion by Vice Mayor Crist and seconded by Council Member Mann, the City Council awarded an agreement for Professional Consulting Services for installation of skate park at Jane Reynolds to Spohn Ranch, Inc. in an amount not to exceed \$1,000,000, by the following vote: 4-0-0-1; AYES: Malhi, Mann, Crist; Parris; NOES: None; ABSTAIN: None; ABSENT: Underwood-Jacobs

On a motion by Vice Mayor Crist and seconded by Council Member Mann, the City Council authorized the City Manager, or his designee, to sign all documents and extend the term of the Contract at his sole discretion for one additional year if NJPA exercises its option to renew its contract with Spohn Ranch, Inc. for one additional year with a corresponding expiration date of April 14, 2022, by the following vote: 4-0-0-1; AYES: Malhi, Mann, Crist; Parris; NOES: None; ABSTAIN: None; ABSENT: Underwood-Jacobs

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**CA 1. CONSIDER NOMINATION AND APPOINTMENT OF EVELYN MEDRANO TO THE LANCASTER ARCHITECTURAL & DESIGN COMMISSION**

On a motion by Mayor Parris and seconded by Vice Mayor Crist, the City Council appointed Evelyn Medrano to the Lancaster Architectural & Design Commission, by the following vote: 4-0-0-1; AYES: Malhi, Mann, Crist, Parris; NOES: None; ABSTAIN: None; ABSENT: Underwood-Jacobs

Mayor Parris administered the Oath of Office at this time.

**CR 1. COUNCIL REPORTS**

Vice Mayor Crist discussed recent TDA Article 8 meeting and stated AVTA has expanded service to Mojave and Edwards Air Force Base. Vice Mayor Crist also stated AVAQMD is looking to outlaw commercial lawnmowers that pollute the air.

**CALIFORNIA CHOICE ENERGY AUTHORITY**

No action required at this time.

**LANCASTER HOUSING AUTHORITY**

No action required at this time.

**LANCASTER FINANCING AUTHORITY**

No action required at this time.

**LANCASTER POWER AUTHORITY**

No action required at this time.

**LANCASTER SUCCESSOR AGENCY**

No action required at this time.

**CITY MANAGER / EXECUTIVE DIRECTOR ANNOUNCEMENTS**

The City Manager discussed the hybrid law enforcement study and stated the consultant is onsite to collect data and communicate with staff and City leadership. The City Manager stated staff will be attended the upcoming Investor Summit on Opportunity Zones.

**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**

March 12, 2019

**PUBLIC BUSINESS FROM THE FLOOR - NON-AGENDIZED ITEMS**

Addressing the City Council at this time:

Rob Duchow – Public Affairs Manager for Southern California Gas in the Antelope Valley; discussed recent failed legislation that would require new homes built after 2020 to be electric only and existing building to be retrofitted for electric only by 2030; provided this information to make the public aware.

The City Council asked Mr. Duchow about the sources of the gas and the makeup of the gas provided to the City. The City Council stated it is important for the City to be informed regarding the makeup of the gas when gas may be leaking in homes in the City because a determination needs to be made if it's a danger to public health.

David Paul – discussed gas leaks, climate change and compared it to the Flint, MI water issues; supports the location of the skate park; discussed his proposed Commissioner at large item and the recent Healthy Community Commission meeting.

Fran Sereseres – commended the City Council on the skate park; discussed an area where traveling on the side walk in a wheel chair was difficult and discussed sanitation fees.

**ADJOURNMENT**

Mayor Parris adjourned the meeting at 6:01 p.m. and stated the next City Council/Successor Agency/Financing/Power/California Choice Energy Authority meeting will be held on Tuesday, March 26, 2019 at 5:00 p.m.

PASSED, APPROVED and ADOPTED this 26<sup>th</sup> day of March, 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**  
March 12, 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**  
**City of Lancaster**

Date: March 26, 2019  
To: Mayor Parris and City Council Members  
From: Pam Statsmann, Finance Director  
Subject: **Check Registers – February 24, 2019 through March 9, 2019**

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CC 2
03/26/19
JC

**Recommendation:**

Approve the Check Registers as presented.

**Fiscal Impact:**

\$6,365,363.62 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.:	7402079-7402383	\$ 3,658,371.17
ACH/Wire Check Nos.:	101010280-101010289	<u>\$ 2,706,992.45</u>
		\$ 6,365,363.62
Voided Check No.:	7402170	
Voided ACH/Wire No.:	N/A	

PS:sp

**Attachments:**

Check Register  
ACH/Wire Register

# City of Lancaster Check Register



From Check No.: 7402079 - To Check No.: 7402383  
 From Check Date: 02/24/19 - To Check Date: 03/09/19

Printed: 3/11/2019 14:28

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
7402079	06066	A T & T	DOJ-01/19-TELEPHONE SERVICE	179.08	101 4315651	179.08
7402080	D1872	CA WATER ENVIRONMENTAL ASSN	TH-CWEA CERTIFICATION RENEWAL	92.00	101 4220311	92.00
7402081	D1872	CA WATER ENVIRONMENTAL ASSN	JA-MEMBERSHIP/CERTIFICTN RNWL	275.00	101 4220311	275.00
7402082	C2060	CA WATER SERVICE COMPANY	01/15/19-02/13/19 WATER SVC	296.85	482 4636654	296.85
7402083	05450	CERVANTES, SAM	SC-PR DM-LAS VEGAS-03/05-07/19	152.50	101 4220256	152.50
7402084	06789	CORBETT, JOCELYN	JC-MLGE-ANAHEIM-02/10-13/19	107.80	101 4220256	107.80
7402085	09334	DELGADO, JOEL	RFND-PARKING CITATION-33012221	39.00	101 3310200	39.00
7402086	C8473	FALCON, STEVE	SF-PR DM-LAS VEGAS-03/05-07/19	152.50	101 4220256	152.50
7402087	D0315	FREGOSO, PHYLLIS	03/19-STANDARD RETAINER	8,300.00	101 4600301	8,300.00
7402088	C4447	GOODELL, VANCE	VG-PR DM-LAS VEGAS-03/03-05/19	192.50	101 4220256	192.50
7402089	C8691	HALE, DANTE	DH-PR DM-LAS VEGAS-03/05-07/19	152.50	101 4220256	152.50
7402090	09335	HARDY, JEANE	RFND- GEN BUSINESS LICENSE FEE	92.00	101 3102200	92.00
7402091	09336	HARNE, MICHAEL	MH-PR DM-LAS VEGAS-03/03-05/19	152.50	101 4220256	152.50
7402092	1215	L A CO WATERWORKS	12/12/18-02/19/19 WATER SVC	17,176.95	101 4633654 101 4634654 101 4636402 203 4636654 482 4636654	140.88 4,359.10 903.36 3,304.07 8,469.54
				<u>17,176.95</u>		<u>17,176.95</u>
7402093	D2287	LANCASTER CODE ENFRMNT ASSN	UNION DUES-PP 04-2019	360.00	101 2171000	360.00
7402094	A2073	LANCASTER PERF ARTS CNTR FNDTN	ND-SEAT SPONSORSHIP	731.25	101 2102600 101 4643235	750.00 (18.75)
				<u>731.25</u>		<u>731.25</u>
7402095	D0614	MC CASLIN, CHRISTOPHER	CM-PR DM-LAS VEGAS-03/04-07/19	253.50	101 4220256	253.50
7402096	07930	MILLER, DUSTIN	DM-FUEL-LAS VEGAS-01/21-24/19	30.35	203 4752217	30.35
7402097	A7221	P E R S LONG TERM CARE PROGRAM	LONG TERM CARE PREM-PP 04-2019	1,226.92	101 2170200	1,226.92
7402098	A7221	P E R S LONG TERM CARE PROGRAM	02/19-RETIREE LONG TERM CARE	5,021.57	109 1101000	5,021.57



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Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
7402099	07951	PEREA, MAYRA	MP-MLGE-BURBANK-01/22/19	60.09	101 4220256	60.09
7402100	07951	PEREA, MAYRA	MP-MLGE-ANAHEIM-02/19/19	104.75	101 4220256	104.75
7402101	09327	PURSLEY, DENNIS D & KATHLEEN C	RLS MONUMENT SECURTY-APM 74422	2,450.00	101 2503001	2,450.00
7402102	09338	RUSHING WIND CHURCH	RFND-CNDTNL USE PERMIT 19-01	1,652.00	101 3203100	1,652.00
7402103	03154	SO CA EDISON	10/02/18-02/01/19 ELECTRIC SVC	196.18	483 4785652	196.18
7402104	03154	SO CA EDISON	01/14/19-02/20/19 ELECTRIC SVC	792.74	203 4636652	102.79
					482 4636652	566.27
					483 4785660	123.68
				792.74		792.74
7402105	1907	SO CA GAS COMPANY	01/18/19-02/20/19 GAS SVC	3,112.50	101 4632655	2,588.78
					101 4634655	523.72
				3,112.50		3,112.50
7402106	07632	STILES, KENJI	KS-PR DM-LAS VEGAS-03/05-07/19	152.50	101 4220256	152.50
7402107	A1393	TEAMSTERS LOCAL 911	02/19 UNION DUES	3,187.00	101 2157000	3,187.00
7402108	C2555	TIME WARNER CABLE	02/14-03/13/19 BROADBAND SVC	154.99	101 4820651	154.99
7402109	D3370	VERIZON WIRELESS	01/19-IPAD SERVICE	4,398.13	101 4315651	4,398.13
7402110	C7395	WILSON, GREGORY	GW-PR DM-LAS VEGAS-03/05-07/19	152.50	101 4220256	152.50
7402111	06576	A V CHEVROLET	HANDLE-EQ3994	41.86	480 4755207	41.86
7402112	C0077	A V E K	BACTERIOLOGICAL TEST	20.00	101 4635301	20.00
7402113	05445	ADELMAN BROADCASTING, INC	PAC-09/18 ADS-ALAN PARSONS	472.00	101 4650205	472.00
			PAC-11/18 ADS-IN THE MOOD	272.00	101 4650205	272.00
			PAC-11/18 ADS-WHICH ONE'S PINK	434.00	101 4650205	434.00
			PAC-11/18 ADS-KINGSTON TRIO	272.00	101 4650205	272.00
			PAC-01/19 ADS-TIM MEADOWS	210.00	101 4650205	210.00
				1,660.00		1,660.00
7402114	08894	ADHERENCE COMPLIANCE INC	MEDICAL CANNABIS SUPPORT SVCS	10,500.00	101 4230301	10,500.00
			MEDICAL CANNABIS SUPPORT SVCS	3,150.00	101 4230301	3,150.00
				13,650.00		13,650.00
7402115	05694	ADVANTEC CONSULTING ENGINEERS	CP17001-RURAL INSPECTN SAFETY	1,703.75	101 4785301	1,703.75
			CP16001-ITS EXPANSION PROJECT	1,775.00	217 11TS001924	355.00
					321 11TS001924	1,420.00
			CP16001-ITS EXPANSION PROJECT	18,165.00	217 11TS001924	3,633.00
					321 11TS001924	14,532.00
			TR 72875-GEOMETRIC DESIGN RWW	1,102.60	101 2185904	1,102.60
			CP16001-ITS EXPANSION PROJECT	14,640.00	217 16TS028924	14,640.00

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Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
				37,386.35		37,386.35
7402116	03918	AGENCY FOR THE PERFORMING ARTS DEP-LA SANTA CECILIA-03/09/19		5,000.00	101 4650318	5,000.00
7402117	06352	AGILITY RECOVERY SOLUTIONS	02/19-READYSUITE	665.00	101 4315302	665.00
7402118	09339	ALDERLAW, A PROFESSIONAL CORP	CLAIM #029-17/CLGL-138A91	5,000.00	109 4430300	5,000.00
7402119	04117	ALL VALLEY CONCRETE PUMPING	BIG ROCK PUMP RNTL-02/20/19	500.00	330 4755251	500.00
7402120	D3517	AMERICASPRINTER.COM	MOAH-BROCHURES(2500)	617.44	101 4653205	617.44
7402121	04760	AMERINAT	01/19-MONTHLY SERVICE FEE	536.55	306 4542301	536.55
7402122	01933	AMERON	POLES DAMAGE REPAIR	6,114.63	483 4785460	6,114.63
7402123	L0951	ARNOLD, RAVIN	LCE-NEM PAYOUT	8.86	490 4250658	8.86
7402124	L0945	ARROYO, JUVENAL C	LCE-NEM PAYOUT	10.59	490 4250658	10.59
7402125	04446	AUTO PROS	LABOR/XGN SNSR-EQ4329	190.46	483 4785207	190.46
7402126	06440	AUTRY, SHAKIRA	02/19-SPORTS OFFICIAL	100.00	101 4641308	100.00
7402127	L0029	BARTLETT, CARL	LCE-NEM PAYOUT	10.92	490 4250658	10.92
7402128	L0946	BAZAN, MELVIN	LCE-NEM PAYOUT	41.42	490 4250658	41.42
7402129	C9428	BEACON ATHLETICS LLC	LMS-BATTING CAGE PADS	638.00	101 2175000	(52.25)
					101 4632404	690.25
				638.00		638.00
7402130	L0952	BOARTS, RICHARD	LCE-NEM PAYOUT	54.12	490 4250658	54.12
7402131	L0044	BONORRIS, JOSIE	LCE-NEM PAYOUT	13.79	490 4250658	13.79
7402132	L0956	BORTON, JEFF	LCE-NEM PAYOUT	6.07	490 4250658	6.07
7402133	06992	BREMER WHYTE BROWN & O'MEARA	CLAIM #062-15/CLGL-0002A2	167.20	109 4430300	167.20
			CLAIM #062-15/CLGL-0002A2	760.40	109 4430300	760.40
			CLAIM #062-15B/CLGL-0004A2	74.00	109 4430300	74.00
				1,001.60		1,001.60
7402134	08017	BURKE, WILLIAMS & SORENSEN LLP	11/18-PROFESSIONAL SERVICES	5,776.75	101 4100303	5,776.75
			12/18-PROFESSIONAL SERVICES	10,952.50	101 4100303	10,952.50
				16,729.25		16,729.25
7402135	L0944	BURNS, WILLIAM R	LCE-NEM PAYOUT	5.38	490 4250658	5.38
7402136	C0914	CAMPBELL II, EDWARD LEE	02/19-SPORTS OFFICIAL	184.00	101 4641308	184.00
7402137	00382	CARRIER COMMUNICATIONS	03/19-HAUSER MTN SITE RENT	537.78	101 4200350	537.78

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7402138	05412	CARTRAC	01/19-SHOPPING CART RETRIEVAL	2,430.00	203 4752402	2,430.00
7402139	L0587	CASEY, GREGORY	LCE-NEM PAYOUT	21.39	490 4250658	21.39
7402140	L0932	CHAPPELL, KELLY	LCE-NEM PAYOUT	2.12	490 4250658	2.12
7402141	08680	CHARLES, RAWLSTON	02/19-SPORTS OFFICIAL	578.00	101 4641308	578.00
7402142	08218	CHERRY, KEVIN	02/19-SPORTS OFFICIAL	200.00	101 4641308	200.00
7402143	D2070	CONFIDENTIAL DATA DESTRUCTION	DOCUMENT DESTRUCTION	105.00	101 4200259 101 4220301 101 4400259 101 4600259 101 4700259 101 4800301	17.50 17.50 17.50 17.50 17.50 17.50
				105.00		105.00
7402144	08484	CONSOLIDATED ELECTRCL DIST INC	LED FIXTURES(272)	13,700.64	483 4785665	13,700.64
7402145	05696	D D L TRAFFIC INC	BATTERIES(40)	7,924.00	483 4785461	7,924.00
7402146	L0950	DALLMANN, MARY	LCE-NEM PAYOUT	12.14	490 4250658	12.14
7402147	A0925	DESERT HAVEN ENTERPRISES	12/18-BLVD EXPANSION CREW	750.00	101 4300251	750.00
7402148	00414	DESERT LOCK COMPANY	MASTER LOCKS(12)	236.32	484 4752404	236.32
7402149	L0948	DIAZ, JERRY	LCE-NEM PAYOUT	1.03	490 4250658	1.03
7402150	08839	DUKE ENGINEERING AND ASSOCS	STRUCTURAL ENGINEERING SERVICE	3,675.00	104 11BS019924	3,675.00
7402151	01048	ECONOLITE CONTROL PROD INC	5 AMP POWER SUPPLY(10)	2,207.52	483 4785461	2,207.52
7402152	05665	EGGERTH, DARRELL	02/19-SPORTS OFFICIAL	69.00	101 4641308	69.00
7402153	06533	ENNIS-FLINT, INC.	PAINT	295.66	206 4100205	295.66
7402154	07197	ESPRITT, JA VAUGHN	02/19-SPORTS OFFICIAL	754.00	101 4641308	754.00
7402155	00617	FEDERAL EXPRESS CORPORATION	EXPRESS MAILING	221.96	101 1110000 101 4600212 101 4770212 210 15BR004924 204 15BW008924 210 15ST053924 210 15ST054924 399 15BW008924	15.33 43.15 100.75 62.73 33.94 25.99 25.99 33.94
			EXPRESS MAILING	119.86		
				341.82		341.82
7402156	08838	FEHR & PEERS	LANC SAFER STREETS ACTION PLAN	9,875.00	101 4785301	987.50

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				9,875.00	349 4785301	8,887.50 9,875.00
7402157	09103	G & F LIGHTING SUPPLY	TWIST LOCK PHOTO CONTROLS	15,308.10	483 4785665	15,308.10
7402158	09195	GARCIA, ANNETTE A	02/19-SPORTS OFFICIAL	168.00	101 4641308	168.00
7402159	09330	GARCIA, BLANCA	02/19-SPORTS OFFICIAL	84.00	101 4641308	84.00
7402160	04721	GET TIRES, INC	NEW TIRES(6)-EQ3982	2,571.47	480 4755207	2,571.47
7402161	09329	HALL ENERGY LAW PC	01/31-LEGAL/PROFESSIONAL SVCS 01/31-LEGAL/PROFESSIONAL SVCS	119.00 1,130.50 <u>1,249.50</u>	491 4250303 490 4250303	119.00 1,130.50 <u>1,249.50</u>
7402162	02585	HARRELL, BARON	02/19-SPORTS OFFICIAL	599.00	101 4641308	599.00
7402163	A4580	HARRIS, LISA	LCE-NEM PAYOUT	30.02	490 4250658	30.02
7402164	L0633	HEGEDUS, MATTHEW	LCE-NEM PAYOUT	32.29	490 4250658	32.29
7402165	L0190	HEIDT, JOHN STEVEN	LCE-NEM PAYOUT	25.20	490 4250658	25.20
7402166	C0136	HERVEY, SUSAN	02/19-SPORTS OFFICIAL	204.00	101 4641308	204.00
7402167	L0205	HIRSCH, SHANNON	LCE-NEM PAYOUT	32.22	490 4250658	32.22
7402168	L0957	HOFFMAN, BEVERLEY A	LCE-NEM PAYOUT	25.57	490 4250658	25.57
7402169	C4032	HOUSING RIGHTS CENTER	11/18-FAIR HOUSING PROGRAM	2,832.76	361 4541301	2,832.76
7402170		VOID				
7402171	D3626	INLAND EMPIRE REG CMPSTNG AUTH	OMP-COMPOST-01/19	1,125.00	101 4634404	1,125.00
7402172	08895	JPW COMMUNICATIONS LLC	12/18-COMMUNICATION SERVICES	95.00	331 4755787	95.00
7402173	L0958	KELLEY, KENNETH	LCE-NEM PAYOUT	44.86	490 4250658	44.86
7402174	L0955	KIEFFER, ROBERT	LCE-NEM PAYOUT	34.32	490 4250658	34.32
7402175	L0954	KRESSER, CLARISSE	LCE-NEM PAYOUT	12.69	490 4250658	12.69
7402176	A6326	L A CO SANITATION DISTRICT	FY17/18 RECLAIMD WTR/PUMP MNTC	17,946.37	485 4755310 485 4755310 485 4755310	(2,969.85) 1,117.20 19,799.02 <u>17,946.37</u>
7402177	03575	LANCASTER AUTO INTERIORS	LABOR-EQ3758	379.75	203 4752207	379.75
7402178	C7873	LANCASTER AUTO MALL ASSOC	02/19-AUTO MALL SIGN EXPENSES	930.67	101 4240340	930.67

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7402179	08883	LANCASTER HIGH SCHOOL	BOO-COMMUNITY SERVICE	500.00	101 4649561	500.00
7402180	08387	LOOMIS	01/19-ARMORED CAR SERVICE	1,853.87	101 3501100	1,853.87
7402181	06873	MAHER ACCOUNTANCY	CCEA-01/19-ACCOUNTING SVCS	2,500.00	491 4250003P	2,500.00
			CCEA-01/19-ACCOUNTING SVCS	2,500.00	491 4250002P	2,500.00
			CCEA-01/19-ACCOUNTING SVCS	2,500.00	491 4250001P	2,500.00
			CCEA-01/19-ACCOUNTING SVCS	2,500.00	491 4250004P	2,500.00
			CCEA-01/19-ACCOUNTING SVCS	2,500.00	491 4250013P	2,500.00
				<u>12,500.00</u>		<u>12,500.00</u>
7402182	05457	MAULDIN JR, LEO	02/19-SPORTS OFFICIAL	357.00	101 4641308	357.00
7402183	C1198	MC PHERSON CONSULTING	CH-KEYPAD REPAIRS	774.90	101 4633402	774.90
7402184	06948	MCKISSIC, MAURISHA	02/19-SPORTS OFFICIAL	50.00	101 4641308	50.00
7402185	09274	MELISSA MORGAN FINE ART	ROUNDABT KINETIC ART SCULPTURE	27,375.00	211 16ST006924	27,375.00
7402186	08748	MILLER, KENNETH	02/19-SPORTS OFFICIAL	100.00	101 4641308	100.00
7402187	C8944	MSC INDUSTRIAL SUPPLY CO	DIAMND STRP DRSSR-EQ3358	224.99	484 4752207	224.99
7402188	08562	NAPA AUTO PARTS	BRK MSTR CLNDR-EQ3306	67.86	484 4752207	67.86
7402189	D2822	NATIONAL CINEMEDIA, LLC	PS-THEATER ADS-01/25-02/21/19	545.83	101 4800205	545.83
7402190	D0217	NATIONAL PAYMENT CORPORATION	01/19-DOCULIVERY ITEM CHARGE	1,153.73	101 4410301	1,153.73
7402191	L0947	NOBLE, STACI	LCE-NEM PAYOUT	11.54	490 4250658	11.54
7402192	08007	O S T S INC	FAC SAFTY INSPECTION CLASS	1,195.00	101 4220301	1,195.00
7402193	L0858	OBAID, JAMEELAH	LCE-NEM PAYOUT	8.14	490 4250658	8.14
7402194	06513	ODYSSEY POWER	MTNC YD-GENERATOR MAINTENANCE	899.00	203 4752402	899.00
7402195	07540	OFFICETEAM	LC-HR STAFF-02/04-02/08/19	1,524.60	101 4220308	1,524.60
7402196	L0345	ONG, DEREK	LCE-NEM PAYOUT	11.34	490 4250658	11.34
7402197	L0942	ORR, ROBERT E	LCE-NEM PAYOUT	23.52	490 4250658	23.52
7402198	09288	ORTIZ AIR INC	DEP-MINI SPLIT PUMP SYSTEM	1,850.00	213 11BS023924	1,850.00
7402199	C3052	OXFORD INN AND SUITES	PAC-LDG-SUPER DIAMOND-02/03/19	436.80	101 4650257	436.80
			PAC-LDG-FROG PRINCE-02/03/19	1,223.04	101 4650257	1,223.04
			PAC-LDG-ROBERT POST-01/04/19	110.29	101 4650257	110.29
			PAC-LDG-SPOUSE WHSPR-02/09/19	87.36	101 4650257	87.36
				<u>1,857.49</u>		<u>1,857.49</u>



# City of Lancaster Check Register



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Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
7402200	05741	P P G ARCHITECTURAL FINISHES	PAINT PAINT	742.44 19.83 <u>762.27</u>	101 4635404 101 4651251	742.44 19.83 <u>762.27</u>
7402201	08791	PACIFIC FIRE ENGINEERING INC	MSTR PLN CMMNTY DVLPMNT-HNR-1 MSTR PLN CMMNTY DVLPMNT-HNR-3	7,000.00 6,000.00 <u>13,000.00</u>	361 4541901S 361 4541901D	7,000.00 6,000.00 <u>13,000.00</u>
7402202	03307	PARKER, JESSE	02/19-SPORTS OFFICIAL	450.00	101 4641308	450.00
7402203	09305	PATTERSON, COLE S	CS-MOAH CEDAR-12/22/18	50.00	101 4651251	50.00
7402204	05998	PAVING THE WAY FOUNDATION	CMMNTY SPPRT/GOOD CTZNSHP PRGM CMMNTY SPPRT/GOOD CTZNSHP PRGM	500.00 1,986.00 <u>2,486.00</u>	101 4820301 101 4820301	500.00 1,986.00 <u>2,486.00</u>
7402205	05499	PENSKE TRUCK LEASING CO LP	VAN RENTAL- 02/16-17/19	114.53	101 4651251	114.53
7402206	06709	PRICE, ROGER	02/19-SPORTS OFFICIAL	100.00	101 4641308	100.00
7402207	07287	PRINTING BOSS	NSC-BANNERS(4)	262.80	101 4645251	262.80
7402208	C5395	PRO ACTIVE WORK HEALTH SERVICES	PF-DMV DOT PHYSICAL-01/29/19 GM-DMV DOT PHYSICAL-01/16/19 KH-ESCREEN TEST-01/17/19 MP-ESCREEN TEST-01/17/19 AB-SJ-PHYSICAL/TB/ESCREEN	69.00 69.00 40.00 40.00 100.00 <u>318.00</u>	101 4220301 101 4220301 101 4220301 101 4220301 101 4220255	69.00 69.00 40.00 40.00 100.00 <u>318.00</u>
7402209	09276	PURE OASIS WATER INC	CASE WATER(1)	7.70	101 4770259	7.70
7402210	L0939	QUEZADA, MARIA GUADALUPE	LCE-NEM PAYOUT	99.04	490 4250658	99.04
7402211	D3160	RAULSTON, DAVID	PBP-SHRUBS AND STUMP REMOVAL	645.00	101 4631402	645.00
7402212	09258	RING LLC	RING PROMO CODES REDEEMED	50,000.00	101 4200301	50,000.00
7402213	05943	ROBERTSON'S	CONCRETE CONCRETE	254.86 291.27 <u>546.13</u>	330 4755251 330 4755251	254.86 291.27 <u>546.13</u>
7402214	L0394	ROJAS, DEBRA	LCE-NEM PAYOUT	29.25	490 4250658	29.25
7402215	D3947	S G A CLEANING SERVICES	PAC-WALL REPAIRS	485.00	101 4650402	485.00
7402216	03962	SAFETY KLEEN	HAZ WASTE PARTS WASHER	141.41	101 4753657	141.41
7402217	A8260	SAGE STAFFING	AM-PUBLIC SFTY STFF-1/28-2/1/19 LS-PARKS STAFF-02/04-08/19 AM-PUBLIC SFTY STFF-02/04-08/19 LS-PARKS STAFF-02/11-15/19	357.20 773.06 446.50 854.05	101 4820308 101 4600308 101 4820308 101 4600308	357.20 773.06 446.50 854.05

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				2,430.81		2,430.81
7402218	C3064	SANTOS, RENALDO	02/19-SPORTS OFFICIAL	299.00	101 4641308	299.00
7402219	06664	SEA SUPPLY	NSC-JANITORIAL SUPPLIES	387.79	101 4635406	387.79
7402220	05934	SHI INTERNATIONAL CORP	SOPHOS ENDPOINT PROTECTION	2,469.00	101 4315302	2,469.00
7402221	1894	SIGNS & DESIGNS	CP18003-SIGNS	1,614.21	210 15ST037924	1,614.21
7402222	09303	SILVESTRE, DANYUSKA S	02/19-SPORTS OFFICIAL	312.00	101 4641308	312.00
7402223	L0953	SINGH, LACHMAN	LCE-NEM PAYOUT	19.45	490 4250658	19.45
7402224	L0940	SMYLES, JACOB M	LCE-NEM PAYOUT	1.43	490 4250658	1.43
7402225	05413	STATEWIDE TRAFFIC SAFETY/SIGNS	CP18003-TRAFFIC CONES(50)	1,095.00	210 15ST037924	1,095.00
7402226	L0894	STS PMI	LCE-NEM PAYOUT	67.46	490 4250658	67.46
7402227	08717	TABORDA SOLUTIONS, INC	ADOBE ACROBAT LICENSES(70)	2,572.50	101 4315302	2,572.50
7402228	A6479	TAFT ELECTRIC COMPANY	AVE J/DIVISION-SGNL POLE INSTL	3,271.70	483 4785460	3,271.70
7402229	08177	TEKWERKS	CORNING OPTCL FIBER OPTIC CBLE	8,202.55	101 4315301	8,202.55
			CISCO ACCESS PNT INSTLLTN/LABR	6,079.80	101 4315301	6,079.80
			03/19-REMOTE MONITORING/MNGMNT	1,355.00	101 4315402	1,355.00
				<u>15,637.35</u>		<u>15,637.35</u>
7402230	09316	TEKWERKS INTERNET	02/19-INTERNET SERVICE	1,575.00	101 4305753	1,575.00
7402231	06962	TEN8 UNIFORMS	RANGERS UNIFORMS	236.36	101 4647209	236.36
7402232	L0943	THAYER, ROBERT	LCE-NEM PAYOUT	3.66	490 4250658	3.66
7402233	08087	THE BAYSHORE CONSULTING GROUP	01/19-CCEA-ADMIN & MGMT SCVS	44,325.40	491 4250301	44,325.40
7402234	C5522	THOMSON REUTERS-WEST PMT CENT	01/19-INFORMATION CHARGES	421.28	101 4820301	421.28
7402235	04239	TIM WELLS MOBILE TIRE SERVICE	SERVICE CALL/FLT RPR-EQ3355	217.52	203 4752207	217.52
7402236	L0949	TRUJILLO, ADRIAN	LCE-NEM PAYOUT	21.15	490 4250658	21.15
7402237	L0941	TURNER, SEAN P	LCE-NEM PAYOUT	20.09	490 4250658	20.09
7402238	2228	VALLEY CONSTRUCTION SUPPLY INC	RCYCLNG CNTR IMPRVMNT MATERIAL	4,532.02	330 4755251	4,532.02
			RCYCLNG CNTR IMPRVMNT MATERIAL	77.70	330 4755251	77.70
				<u>4,609.72</u>		<u>4,609.72</u>
7402239	05834	VENCO WESTERN, INC	02/19-LMD MAINTENANCE	37,320.00	101 4631402	18,750.00
					101 4634402	9,570.00
					101 4635402	9,000.00

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				37,320.00		37,320.00
7402240	04496	VULCAN MATERIAL WESTERN DIV	COLD MIX COLD MIX	228.55 228.55	203 4752410 203 4752410	228.55 228.55
				457.10		457.10
7402241	06209	WAGeworks	02/19-FSA ADMIN FEES	510.94	101 2170213 101 2170214	467.64 43.30
				510.94		510.94
7402242	D1495	WASHINGTON, PAULA	02/19-SPORTS OFFICIAL	504.00	101 4641308	504.00
7402243	D2816	WASTE MANAGEMENT OF A V	MLK-DUMPSTERS MLK-DUMPSTERS MLK-DUMPSTERS MLK-DUMPSTERS MLK-DUMPSTERS	608.11 847.78 398.68 383.97 376.42	101 4755355 101 4649566 101 4755355 101 4649566 101 4755355	608.11 847.78 398.68 383.97 376.42
				2,614.96		2,614.96
7402244	08472	WILSON, JUSTIN	LCE-NEM PAYOUT	35.90	490 4250658	35.90
7402245	D3242	ZIMMER, DANIEL	02/19-SPORTS OFFICIAL	322.00	101 4641308	322.00
7402246	A8656	KIMLEY-HORN & ASSOCIATES INC	CP14010-AVE J PAVED-12/31/18	79,610.00	210 15BR007924	79,610.00
7402247	1214	L A CO SHERIFF'S DEPT	01/19 LAW ENFORCEMENT SVCS	2,150,957.59	101 4820354 101 4820357	1,950,376.98 200,580.61
				2,150,957.59		2,150,957.59
7402248	07270	URBAN3	POLICY DEVELOPMENT ANALYSIS	59,808.23	101 4200301	59,808.23
7402249	A9444	A V COMMUNITY CONCERTS ASSN	TCKT PRCDs-CAMARADA-01/27/19	564.79	101 2107000 101 3405127 101 3405302 101 3405303	1,598.50 (978.00) (17.76) (37.95)
				564.79		564.79
7402250	09343	AXE N DAGGER LLC	RFND-BUSINESS LCNSE PNLTy FEE	18.40	101 3102300	18.40
7402251	D1872	CA WATER ENVIRONMENTAL ASSN	DS-CWEA CERTIFICATION RENEWAL	87.00	101 4220311	87.00
7402252	D1872	CA WATER ENVIRONMENTAL ASSN	TD-MEMBERSHIP RENEWAL	188.00	101 4220311	188.00
7402253	05510	CITY OF LANCASTER	HNR1-651 W AVE I-UTILITY SVC	642.00	306 4542901I	642.00
7402254	05510	CITY OF LANCASTER	HNR1-TR 74965-STREET PLAN CHCK	25,074.50	306 4542901I 306 4542901I 306 4542901I 306 4542901I	736.00 1,500.00 7,995.00 14,843.50
				25,074.50		25,074.50
7402255	08890	DE LA CRUZ, LARISSA	RFND-HP SPECTRE X360 LAPTOP	1,478.24	101 4315291	1,478.24



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7402256	09300	ILLUSIONIST LIVE UK LIMITED	BONUS-CLAIRVOYANTS-02/23/19	5,180.48	101 4650318	5,180.48
7402257	09254	KAISER PERMANENTE	DR12-68-PRFRMNC SECURITY RLS	36,700.00	101 2503000	36,700.00
7402258	1296	L A CO CLERK-ENVIRO FILINGS	NOD-SPR 18-07	75.00	101 4770361	75.00
7402259	1296	L A CO CLERK-ENVIRO FILINGS	NOE:CUP 18-28 FILING FEE	75.00	101 4770361	75.00
7402260	1215	L A CO WATERWORKS	CP17-006-NEW METER INSTALLATN	4,188.00	203 16ST005924	4,188.00
7402261	1215	L A CO WATERWORKS	12/18/18-02/26/19 WATER SVC	14,631.67	101 4631654 101 4634654 203 4636654 363 4542770 482 4636654	1,923.13 1,794.93 426.86 73.04 10,413.71
				14,631.67		14,631.67
7402262	08911	LA SANTA CECILIA	BAL-LA SANTA CECILIA-03/09/19	5,000.00	101 4650318	5,000.00
7402263	09347	NGUYEN, KAREN	KN-PR DM-SAN DIEGO-03/10-12/19	160.00	101 4220256	160.00
7402264	08922	REDUCED SHAKESPEARE COMPANY	BAL-REDUCED SHAKESPEARE-3/8/19	5,750.00	101 4650318	5,750.00
7402265	03154	SO CA EDISON	12/03/18-02/01/19 ELECTRIC SVC	121.51	483 4785652	121.51
7402266	03154	SO CA EDISON	01/14/19-02/21/19 ELECTRIC SVC	450.14	363 4542770 482 4636652 484 4755652	13.29 200.89 235.96
				450.14		450.14
7402267	03154	SO CA EDISON	01/15/19-02/27/19 ELECTRIC SVC	13,827.40	101 4240902 101 4632652 101 4633652 101 4634652 101 4650652 321 15ST026924 482 4636652 483 4785652 483 4785660	468.89 1,536.50 3,777.87 4,354.35 3,326.87 30.87 153.23 31.98 147.04
				13,827.40		13,827.40
7402268	1907	SO CA GAS COMPANY	01/22/19-02/26/19 GAS SVC	18,925.02	101 4631655 101 4633655 101 4635655 101 4651655 101 4800403	6,020.25 10,222.60 987.16 1,411.42 283.59
				18,925.02		18,925.02
7402269	09344	SOUTHERN COUNTIES LUBRICANTS	RFND-BUSINESS LCNSE PNLTY FEE	46.00	101 3102300	46.00
7402270	C2555	TIME WARNER CABLE	02/26-03/25/19 WIRELESS ROUTER	4.95	101 4650301	4.95

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7402271	2106	U S POSTMASTER	POSTAGE-WINTER 2018 OUTLOOK	12,500.00	101 4305211	7,500.00
					101 4643211	5,000.00
				<u>12,500.00</u>		<u>12,500.00</u>
7402272	06384	VOYAGER FLEET SYSTEMS INC	VOYAGER FLEET SYSTEMS 02/24/19	435.32	101 2802000	435.32
7402273	02071	A G SOD FARMS INC	NSC-SOD	1,799.99	101 4635404	1,799.99
7402274	06043	A V 4-H LEADERS COUNCIL	02/19-LIVESTCK SYMPSM INSTRCTN	72.00	101 4643308	72.00
7402275	06576	A V CHEVROLET	CLUSTER-EQ4330	318.43	101 4762207	318.43
7402276	03854	A V JANITORIAL SUPPLY	EPL-OFFICE DISPLAY LETTERS	173.56	101 4631403	173.56
7402277	D0949	A V OPTOMETRIC CENTER	GW-PROGRESSIVE SAFETY LENSES	89.00	101 4220301	89.00
7402278	08979	A V PEST CONTROL	LMS-12/18 PEST CONTROL	175.00	101 4632301	175.00
			LMS-11/18 PEST CONTROL	175.00	101 4632301	175.00
			LMS-02/19 PEST CONTROL	175.00	101 4632301	175.00
				<u>525.00</u>		<u>525.00</u>
7402279	00107	A V PRESS	01/19-LEGAL ADS	4,096.88	101 4210263	1,219.14
					101 4770263	2,877.74
				<u>4,096.88</u>		<u>4,096.88</u>
7402280	00498	A V SPORTS & GRAPHICS	JERSERY5(54)	935.56	101 4641251	935.56
7402281	05445	ADELMAN BROADCASTING, INC	PAC-01/19 ADS-SUPER DIAMOND	450.00	101 4650205	450.00
			PAC-02/19 ADS-SUPER DIAMOND	62.00	101 4650205	62.00
			PAC-01/19 ADS-SUPER DIAMOND	210.00	101 4650205	210.00
			PAC-02/19 ADS-SUPER DIAMOND	22.00	101 4650205	22.00
			PAC-02/19 ADS-SPOUSE WHISPERER	192.00	101 4650205	192.00
			PAC-02/19 ADS-FROZEN	93.00	101 4650205	93.00
				<u>1,029.00</u>		<u>1,029.00</u>
7402282	C8745	ADVANCE ELECTRIC	EPL-OFFICE OUTLETS REPAIRS	825.00	101 4631402	825.00
7402283	04117	ALL VALLEY CONCRETE PUMPING	BIG ROCK PUMP RNTL-02/25/19	500.00	330 4755778	500.00
			BIG ROCK PUMP RNTL-02/26/19	500.00	330 4755778	500.00
				<u>1,000.00</u>		<u>1,000.00</u>
7402284	06586	AMERICAN DATA PLATES	BLVD PLAQUES	88.00	101 4649225	88.00
7402285	D3147	AMERICAN PLUMBING SERVICES,INC	OMP-UNCLOG DRAIN	145.50	101 4634402	145.50
7402286	04190	AMERIPRIDE SERVICES	UNIFORM CLEANINGS	67.66	101 4753209	67.66
			CREDIT-INV 2100732621	(28.06)	101 4753209	(28.06)
				<u>39.60</u>		<u>39.60</u>
7402287	02693	ANDY GUMP, INC	OMP-FNCE RNTL-12/11/18-1/07/19	33.51	101 4634602	33.51

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7402288	08701	APPLE VALLEY CHOICE ENERGY	12/18-CAPACITY PRODUCT	7,500.00	491 4250001E	4,500.00
					491 4250002E	1,500.00
					491 4250004E	1,500.00
				<u>7,500.00</u>		<u>7,500.00</u>
7402289	08130	ARTAROUND STUDIO	02/19-SCULPTING INSTRUCTION	231.00	101 4643308	231.00
			02/19-KIDSWORK INSTRUCTION	105.00	101 4643308	105.00
				<u>336.00</u>		<u>336.00</u>
7402290	04446	AUTO PROS	HEAD GSKT SET/BLT SET-EQ4329	2,142.77	483 4785207	2,142.77
7402291	04151	AXES FIRE INC	FIRE CERTS(36)	666.65	101 4634402	666.65
			FIRE CERTS(9)	114.50	101 4545207	10.50
					101 4632207	10.50
					101 4634207	10.50
					101 4762207	10.50
					101 4800207	10.50
					203 4752207	10.50
					203 4752207	10.50
					306 4542207	20.00
					480 4755207	10.50
					483 4785207	10.50
				<u>781.15</u>		<u>781.15</u>
7402292	C8921	BARTEL ASSOCIATES, LLC	01/19-CONSULTING SERVICES	188.00	101 4410301	188.00
7402293	01863	BAVCO	STP-BACKFLOW KIT	441.01	101 4631404	441.01
7402294	06013	BRENNAN, RYAN	DEP-PF-BMX PERF-04/27-28/19	600.00	101 4649567	600.00
7402295	D0812	C S A C EXCESS INSURANCE AUTH	INSURANCE PROGRAM CERTS(6)	75.00	101 4230260	75.00
7402296	08754	CA MUNICIPAL COMPLNCE CNSLTNTS	02/19-PS-CONSULTING SVCS	20,000.00	101 4820301	20,000.00
7402297	06020	CANON FINANCIAL SERVICES, INC	03/19 COPIER LEASE	6,691.19	101 4410254	6,691.19
7402298	05938	CENTERSTAGING LLC	PAC-EQPMNT RNTLS-02/02/18	1,757.00	101 4650602	1,757.00
7402299	07733	CHAMBERS, CYNTHIA A	10/17-KEYBOARD INSTRUCTOR	195.00	101 4643308	195.00
7402300	05789	CORE & MAIN LP	OMP-MAINLINE REPAIRS	738.31	101 4634404	738.31
7402301	C5109	D'S CERAMICS	02/19-CHILDRENS ART INSTRUCTN	105.00	101 4643308	105.00
			02/19-POTTERS WHEEL INSTRUCTN	136.50	101 4643308	136.50
				<u>241.50</u>		<u>241.50</u>
7402302	08803	DEDMAN, LENARDO	02/19-SPANISH INSTRUCTOR	72.00	101 4643308	72.00
7402303	A0925	DESERT HAVEN ENTERPRISES	45706 FIG-BOARD UP	145.00	101 4545940	145.00
			45339 GENOA-DEBRIS/TRSH RMVL	125.00	101 4545940	125.00
				<u>270.00</u>		<u>270.00</u>

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7402304	00414	DESERT LOCK COMPANY	NSC-PRIMUS BLANKS	410.63	101 4635402	410.63
			CH-CABINET LOCK REPAIR	14.78	101 4633403	14.78
			MOAH-DOOR REPAIRS	75.00	101 4653402	75.00
			CH-LOCK REPAIRS	65.00	101 4633402	65.00
				<u>565.41</u>		<u>565.41</u>
7402305	07159	DIAZ, BRANDON	02/19-TENNIS INSTRUCTOR	28.00	101 4643308	28.00
			02/19-TENNIS INSTRUCTOR	28.00	101 4643308	28.00
			02/19-TENNIS INSTRUCTOR	140.00	101 4643308	140.00
			02/19-TENNIS INSTRUCTOR	28.00	101 4643308	28.00
			02/19-TENNIS INSTRUCTOR	308.00	101 4643308	308.00
			02/19-TENNIS INSTRUCTOR	364.00	101 4643308	364.00
				<u>896.00</u>		<u>896.00</u>
7402306	08329	E C S IMAGING INC	PRJCT MANAGEMENT/CONSLTNG SVCS	3,825.00	109 4210301	3,825.00
7402307	01048	ECONOLITE CONTROL PROD INC	CABINET REPAIRS/MAINTENANCE	35,517.16	483 4785460	35,517.16
7402308	06857	ENTERTAINMENTMAX, INC	CMMSSNS-ORLEANS-02/22/19	900.00	101 4650308	900.00
7402309	D2427	ENVIRONMENTAL SOUND SOLUTIONS	03/19-MUSIC SERVICE	65.00	101 4633301	65.00
7402310	D1793	FISH WINDOW CLEANING	PAC-WINDOW CLEANINGS-02/22/19	236.00	101 4650402	236.00
7402311	07369	FRONTIER COMMUNICATIONS CORP	01/25-02/24/19 TELEPHONE SVC	739.29	101 4633651	739.29
			CREDIT-TELEPHONE SVC	(324.19)	101 4633651	(324.19)
				<u>415.10</u>		<u>415.10</u>
7402312	08308	GET HOOKED CRANE SERVICE INC	PBP-LIGHT POLE INSTALLATIONS	342.50	101 4631402	342.50
7402313	00822	H W HUNTER, INC	BELT ASSY-EQ5856	296.96	101 4631207	296.96
			CLUSTER/SEAT-EQ5856	452.89	101 4631207	452.89
				<u>749.85</u>		<u>749.85</u>
7402314	00849	HAAKER EQUIPMENT CO	CLTCH ASSY KIT-EQ3351	2,020.22	484 4755207	2,020.22
7402315	08951	HOT LINE CONSTRUCTION INC	TRAFFIC SIGNAL REPAIRS	12,647.30	483 4785460	12,647.30
7402316	09030	HR GREEN PACIFIC INC	CDP18-05-MAP/PLAN CHCKNG-01/19	22,238.73	101 4762301	22,238.73
7402317	07127	HUMAN ELEMENT	02/19-BARRE INSTRUCTION	33.60	101 4643308	33.60
7402318	D3842	INNOVATION EDUCATION	02/19-ITALIAN INSTRUCTION	224.00	101 4643308	224.00
			02/19-LEGO ROBOTICS INSTRUCTN	392.00	101 4643308	392.00
				<u>616.00</u>		<u>616.00</u>
7402319	09070	INSIGHT NORTH AMERICA LLC	01/19-INVESTMENT ADVISORY SRVC	2,788.48	101 3501110	2,788.48
7402320	06623	INTERN'L DANCE FITNESS ACADEMY	02/19-SALSA INSTRUCTION	96.00	101 4643308	96.00
			02/19-SALSA INSTRUCTION	84.00	101 4643308	84.00
				<u>180.00</u>		<u>180.00</u>

# City of Lancaster Check Register



From Check No.: 7402079 - To Check No.: 7402383  
 From Check Date: 02/24/19 - To Check Date: 03/09/19

Printed: 3/11/2019 14:28

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
7402321	A2594	INTERSTATE BATTERY SYS OF A V	BATTERIES(2)	239.64	101 4631207	119.82
			BATTERY-EQ5842	93.63	101 4633207	119.82
			BATTERY-EQ3820	23.98	101 4632207	93.63
				23.98	203 4752207	23.98
				<u>357.25</u>		<u>357.25</u>
7402322	D4004	J P POOLS	EPL-CHEMICAL CONTROLLER	6,500.00	101 4631670	6,500.00
7402323	01419	JOHNSTONE SUPPLY	HEATER CNTRL BOARD	155.95	101 4636403	155.95
			PAC- FILTERS	658.11	101 4650403	658.11
				<u>814.06</u>		<u>814.06</u>
7402324	08895	JPW COMMUNICATIONS LLC	01/19-LCE BRD OF TRDE ADVTSMNT	200.00	101 4240340	200.00
7402325	D1903	KERN MACHINERY INC-LANCASTER	ABSORBER/HUB-EQ5844	966.63	101 4634207	966.63
			SEAT/HOOD/PANEL-EQ5835	1,603.70	101 4635207	1,603.70
			CYLNR-EQ3764	122.42	203 4752207	122.42
			SWITCH/O RING-EQ5844	54.99	101 4634207	54.99
			CYLNR-EQ3764	73.13	203 4752207	73.13
			SWITCH/CAP-EQ5835	39.80	101 4635207	39.80
				<u>2,860.67</u>		<u>2,860.67</u>
7402326	09345	CHURCH, KEVIN L	CDR ST-PERFORMANCE-02/23/19	150.00	101 4651251	150.00
7402327	03575	LANCASTER AUTO INTERIORS	LBR/SEAT RPR-EQ5856	277.38	101 4631207	277.38
7402328	1203	LANCASTER PLUMBING SUPPLY	LUC-URINAL KIT	208.15	101 4633403	208.15
7402329	A4930	LANDALE MUTUAL WATER COMPANY	L/CHALLENGER-02/19 WATER SVC	56.20	203 4636654	56.20
7402330	07713	LEAGUE OF CALIFORNIA CITIES	2019 MEMBERSHIP DUES	34,412.00	101 4200206	34,412.00
7402331	09314	M & L ENTERPRISES	PAC-MARKETING SERVICES-02/19	1,850.00	101 4650301	1,850.00
7402332	D3290	MAHOWALD, DAA	02/19-CHESS INSTRUCTOR	30.10	101 4643308	30.10
7402333	C1198	MC PHERSON CONSULTING	PAC/ZELDAS-ALARM REPAIRS	225.00	101 4833402	225.00
7402334	06966	MICHAEL BAKER INT'L INC	01/18-AVANTI SOUTH PROF SVCS	5,369.23	101 2185902	5,369.23
			CP16008-PED GAP CLSR IMPRVMNTS	4,958.52	204 15SW016924	964.52
					206 15SW016924	3,994.00
			SR138-AV G INTRCHG-CNSLTNG SVC	10,920.43	210 15BR006924	10,920.43
			10/17-AVANTI SOUTH PROF SVCS	1,420.00	101 2185902	1,420.00
				<u>22,668.18</u>		<u>22,668.18</u>
7402335	D3578	MINUTEMAN PRESS	LCE-CALPINE PUSH NOTICES(311)	245.82	490 4250212	245.82
			LCE-LETTERHEAD(5000)	418.98	490 4250212	418.98
				<u>664.80</u>		<u>664.80</u>
7402336	01184	MONTE VISTA CAR WASH	CAR WASHES(13)	206.50	101 4200207	14.50
					101 4545207	15.50



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Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
					101 4545207	15.50
					101 4545207	15.50
					101 4761207	15.50
					101 4761207	15.50
					101 4761207	15.50
					101 4762207	15.50
					101 4783207	15.50
					101 4800207	14.50
					101 4800207	14.50
					101 4800207	14.50
					203 4752207	24.50
				206.50		206.50
7402337	07622	MULLIGAN PALMDALE CORPORATION	CARES-MINIMUM DAY-03/12/19	487.50	101 4648270	487.50
7402338	08562	NAPA AUTO PARTS	THREAD RESTORE KIT/TEP-DIE KIT	628.30	101 4753208	628.30
7402339	D2822	NATIONAL CINEMEDIA, LLC	THEATER ADS-08/1718-05/29/19	920.83	101 4650205	920.83
7402340	09302	NEWMAN-HARRISON, SUSAN	MBC-SOCIAL MEDIA CAMPAIGN	1,900.00	101 4649565	1,900.00
7402341	03762	OFFICE DEPOT	DEV SVCS-OFFICE SUPPLIES	96.87	101 4783259	96.87
7402342	07540	OFFICETEAM	LC-HR STAFF-02/11-15/19	1,579.05	101 4220308	1,579.05
			LC-HR STAFF-02/18-22/19	1,452.00	101 4220308	1,452.00
				3,031.05		3,031.05
7402343	C3052	OXFORD INN AND SUITES	PAC-LDG-DIARY OF A WRM-2/14/19	480.45	101 4650257	480.45
7402344	05509	P A R S	12/18-REP FEES	4,958.57	101 4220301	4,958.57
7402345	05741	P P G ARCHITECTURAL FINISHES	PAINT	156.64	203 4752502	156.64
			LMS-SUITE PAINT	72.48	101 4632403	72.48
			PAINT	19.67	203 4752502	19.67
			MLS-PAINT/GRAFFITI RMVL SPPLS	16.11	101 4633403	16.11
				264.90		264.90
7402346	07230	PAVEMENT COATINGS CO	CP17016-AUTO MALL IMPROVEMENTS	14,728.80	209 15BW005924	822.61
					232 15BW005924	13,906.19
				14,728.80		14,728.80
7402347	05998	PAVING THE WAY FOUNDATION	CMMNTY SPRT/GOOD CTZNSHP PRGM	5,500.00	101 4820301	5,500.00
7402348	05602	PETROLEUM EQUIPMENT CONST SRV	LBR HRS/TRAVEL/MILEAGE CHARGES	120.90	101 4753402	120.90
7402349	06087	PRIORITY AUTO GLASS	STONE CHIP RPR-EQ4356	40.00	483 4785207	40.00
7402350	04337	RUIZ, LINDA	02/19-TENNIS INSTRUCTOR	420.00	101 4643308	420.00
			02/19-TENNIS INSTRUCTOR	210.00	101 4643308	210.00
				630.00		630.00
7402351	D3947	S G A CLEANING SERVICES	PBP-POLE WELDS	985.00	101 4631402	985.00

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Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
			LIGHT POLE REPAIRS	550.00	101 4631402	550.00
			AHP-GRAFFITI REMOVAL	440.00	101 4631402	440.00
			EPL-PAINT	665.00	101 4631402	665.00
			EPL-PAINT MATERIALS	680.00	101 4631403	680.00
			ADA PROJECT	2,360.00	227 11ZZ004924	2,360.00
				<u>5,680.00</u>		<u>5,680.00</u>
7402352	A8260	SAGE STAFFING	AT-LCE STAFF-02/04-08/19	1,011.40	490 4250308	1,011.40
			AM-PUBLIC SFTY STFF-02/11-15/19	375.06	101 4820308	375.06
			AT-LCE STAFF-02/11-15/19	1,002.00	490 4250308	1,002.00
				<u>2,388.46</u>		<u>2,388.46</u>
7402353	06664	SEA SUPPLY	MTNC YD-PEARL WASH/DEGREASER	948.91	101 4753214	948.91
			NSC-JANITORIAL SUPPLIES	641.05	101 4635406	641.05
				<u>1,589.96</u>		<u>1,589.96</u>
7402354	08126	SECURITY DEFENDERS	NSC-SECURITY SVC-01/25-02/7/19	1,848.00	101 4635301	1,848.00
			NSC-SECURITY SVC-02/08-21/19	1,848.00	101 4635301	1,848.00
				<u>3,696.00</u>		<u>3,696.00</u>
7402355	06174	SHAWNS PAINTING	CH-EXTERIOR PAINTING	5,150.00	104 11BS019924	5,150.00
7402356	1894	SIGNS & DESIGNS	AMM/JM-NAMEPLATE	63.14	101 4545259	63.14
7402357	08538	SILVESTRE, BARBARA	02/19-SEWING INSTRUCTOR	168.00	101 4643308	168.00
7402358	5076	SIMPLER LIFE EMERGENCY PROV	DELUXE EMERGENCY BACKPACK	87.66	101 4200350	87.66
7402359	09245	SISSON, TAMMIE	02/19-STEM INSTRUCTOR	54.00	101 4643308	54.00
7402360	09163	SOCAL OFFICE TECHNOLOGIES	09/27-12/26/18-EQUIPMENT	788.40	101 4410254	788.40
			12/27/18-01/26/19-EQUIPMENT	262.80	101 4410254	262.80
				<u>1,051.20</u>		<u>1,051.20</u>
7402361	D2380	STANLEY ACCESS TECH	CH-FRONT DOOR REPAIRS	677.65	101 4633402	677.65
7402362	D2316	STUART, CAROL	11/18-01/19-CONSULTING SVCS	11,542.23	306 4542301	11,542.23
7402363	A8398	SWANK MOTION PICTURES, INC	BAL/GBOR-FROZEN-02/16/19	2,304.50	101 4650318	2,304.50
7402364	A6479	TAFT ELECTRIC COMPANY	AVE K/SIERRA-POLE REPLACEMENT	4,984.84	483 4785460	4,984.84
7402365	07372	THE MODERN TEA ROOM, LLC	CATERING-02/28/19	168.30	101 4100251	168.30
7402366	09091	THE RETAIL COACH LLC	RETAIL RECRUITMENT CONSULTING	15,000.00	101 4240301	15,000.00
7402367	C5522	THOMSON REUTERS-WEST PMT CENT	01/19-INFORMATION CHARGES	810.58	101 4545301	810.58
7402368	2003	TIP TOP ARBORISTS, INC	01/19-TREE TRIMMINGS	438.00	483 4636267	438.00
			TREE REMOVALS(5)	4,456.00	203 4636267	4,456.00
				<u>4,894.00</u>		<u>4,894.00</u>

# City of Lancaster Check Register



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Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
7402369	02977	TURBO DATA SYSTEMS INC	02/19-HNDHLD TCKTWRTR CITATNS TSC PRINTER CASE(5)	1,916.25 268.28 <u>2,184.53</u>	101 4800253 101 4820302	1,916.25 268.28 <u>2,184.53</u>
7402370	03641	UNITED REFRIGERATION	LMS-COMPRESSOR FOR FREEZER FILLER DRIERS/SUCTION FILTER CREDIT-RETURNED COMPRESSOR	2,465.68 227.87 (164.25) <u>2,529.30</u>	213 12BS014924 101 4632403 101 4632403	2,465.68 227.87 (164.25) <u>2,529.30</u>
7402371	05551	UNITED SITE SRVCS OF CA,SO DIV	MLS-FENCE RNTL-01/31-02/27/19	19.72	101 4633602	19.72
7402372	2228	VALLEY CONSTRUCTION SUPPLY INC	RCYCLNG CNTR IMPRVMT MATERIAL RCYCLNG CNTR IMPRVMT MATERIAL	152.19 51.63 <u>203.82</u>	330 4755251 330 4755251	152.19 51.63 <u>203.82</u>
7402373	C5428	VOLTZ COMMERCIAL REALTY ADVSRE	APPRAISAL REPORT-VACANT LAND	2,750.00	101 4240340	2,750.00
7402374	04496	VULCAN MATERIAL WESTERN DIV	COLD MIX COLD MIX COLD MIX	293.20 125.31 227.76 <u>646.27</u>	203 4752410 203 4752410 203 4752410	293.20 125.31 227.76 <u>646.27</u>
7402375	C5433	WADE, RICHARD	CARES-ASTRONMY PRSTTN-03/12/19	275.00	101 4648270	275.00
7402376	31026	WAXIE SANITARY SUPPLY	CH-FLOOR SWEEPER MTNC YD-HAND CLEANER	206.85 83.23 <u>290.08</u>	101 4633406 101 4753214	206.85 83.23 <u>290.08</u>
7402377	D0298	WILLDAN FINANCIAL SERVICES	FY17/18-CONTN DISCLOSURE SVCS CFD 89-1-REVENUE BONDS	10,174.00 2,550.00 <u>12,724.00</u>	486 4250301 991 4240301 483 4785301 830 4300301	1,571.00 8,603.00 1,550.00 1,000.00 <u>12,724.00</u>
7402378	09201	XEROX FINANCIAL SERVICES LLC	01/27-02/26/19 LEASE PAYMENT	1,312.22	101 4410254	1,312.22
7402379	C7604	YOUNG CHAMPIONS	02/19-SELF DEFENSE INSTRUCTION 02/19-SELF DEFENSE INSTRUCTION 02/19-SELF DEFENSE INSTRUCTION	897.60 1,624.80 792.00 <u>3,314.40</u>	101 4643308 101 4643308 101 4643308	897.60 1,624.80 792.00 <u>3,314.40</u>
7402380	06211	HARDY & HARPER INC	CP18-006 2018 SIDEWALK REPAIRS	106,622.48	150 2100003 150 2100003 206 12ST037924 207 12ST037924	(4,334.58) (1,277.13) 86,691.50 25,542.69 <u>106,622.48</u>
7402381	C7946	L A CO DEPT ANIMAL CARE&CONTRL	01/19-HOUSING COSTS	90,805.38	101 4820363	90,805.38
7402382	06313	R C BECKER & SON, INC	CP17011-20TH ST W IMPROVEMENTS	121,959.12	206 12ST032924 209 12ST032924	17,373.03 79,521.12



# City of Lancaster Check Register



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Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
					210 12ST032924	6,206.86
					211 12ST032924	13,850.00
					217 12ST032924	752.08
					220 12ST032924	1,912.39
					480 12ST032924	952.50
					482 12ST032924	1,391.14
		CP17007-LANC BLVD/15TH E RNDBT		98,439.95	150 2100003	(5,181.05)
					399 16ST006924	103,621.00
				<u>220,399.07</u>		<u>220,399.07</u>
7402383	09353	STEWART, JOHNNIE	REISSUE PAYROLL CHECK-03/08/19	195.00	101 2150000	195.00
Chk Count	<u>305</u>			Check Report Total	<u>3,658,371.17</u>	

AP482

Void Check Report  
For the Fund / Sub Fund 000 000 CITY OF LANCASTER

Bank Dist.Code

[----- Check -----]		[----- Vendor -----]								
Number	Date	Amount	Currency	Batch	Sheet	Code	Name	Voided on	Reason	
7402170	03/01/19	129.50		38752	92	09337	HOWARD, LAVONIA	03/07/19	Void Check	Data Entry
Bank Total		129.50								

AP482 Void Check Report  
For the Fund / Sub Fund 000 000 CITY OF LANCASTER

Bank Dist.Code 101 1000000 CASH - GENERAL FUND

Check		Vendor		
Number	Date	Amount Currency	Batch Sheet Code Name	Voided on Reason

Total Fnd/Sub 129.50

# City of Lancaster Check Register



From Check No.: 101010280 - To Check No.: 101010289

From Check Date: 02/24/19 - To Check Date: 03/09/19

Printed: 3/11/2019 14:25

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
101010280	07172	ENERGY AMERICA, LLC	12/18-LCE ENERGY CHARGS-SPOWER	1,178,971.48	490 4250301	23,558.47
					490 4250653	1,155,413.01
				1,178,971.48		1,178,971.48
101010281	07936	WESTERN ANTELOPE DRY RANCH LLC	01/19-LCE ENERGY CHARGS-SPOWER	69,306.00	490 4250653	69,306.00
101010282	08026	INLAND EMPIRE ENERGY CENTER	01/19-02/19-ENERGY PROCUREMENT	34,750.00	491 4250001E	16,750.00
					491 4250004E	18,000.00
				34,750.00		34,750.00
101010283	05987	THE VISITORS BUREAU/LANCASTER	12/18 TBID FEES	60,314.80	101 2501000	60,314.80
101010284	A7515	U S BANK	DEBT SERVICES DUE-02/15/19	39,777.67	830 4300908	39,777.67
101010285	04867	CITY OF LANCASTER-PARKS	PETTY CASH-TOURNAMENT	13,500.00	101 1020004	13,500.00
101010286	08026	INLAND EMPIRE ENERGY CENTER	03/19-ENERGY PROCUREMENT	64,500.00	490 4250653	64,500.00
101010287	04867	CITY OF LANCASTER-PARKS	PETTY CASH-TOURNAMENT	13,500.00	101 1020004	13,500.00
101010288	09348	WILDESERT EM HOLDINGS, LLC	ACQUISITION OF CNSRVTN HABITAT	1,220,000.00	224 4200912	1,220,000.00
101010289	07280	MARIN CLEAN ENERGY	05/19-CCEA-RA	12,372.50	491 4250001E	12,372.50

Chk Count 10

Check Report Total 2,706,992.45

**STAFF REPORT**  
**City of Lancaster**

CC 3
03/26/19
JC

Date: March 26, 2019  
To: Mayor Parris and City Council Members  
From: Pam Statsmann, Finance Director  
Subject: **Monthly Report of Investments – February 2019**

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**Recommendation:**

Accept and approve the February 2019 Monthly Report of Investments as submitted.

**Fiscal Impact:**

None

**Background:**

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

Portfolio Recap

Yield:

	<u>February 2019</u>	<u>January 2019</u>
Total Portfolio	1.15%	1.14%
Local Agency Investment Fund	2.39%	2.36%
 Total Portfolio Balance:	 \$78,008,818	 \$76,802,572

The portfolio balance increased from January to February by \$1,206,246 or 1.8%. Significant revenues for February included \$2,130,487 Sales & Use Tax, \$1,243,242 Grants and \$883,474 Property Tax. The largest City expenditures were \$2,228,0349 Payroll & Benefits related, \$273,426 Successor Agencies and \$190,806 for LA County Animal Control.

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

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

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

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

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

PS:MA

**Attachment:**

Monthly Report of Investments

**ATTACHMENT A  
CITY OF LANCASTER  
MONTHLY REPORT OF INVESTMENTS  
February 28, 2019**

- (1) This is the actual City bank account balance as of 2/28/2019. It only reflects checks that have been presented for payment and deposits received by the bank. The balance on deposit per the City books would reflect reductions for all checks and warrants issued and all deposits transmitted.
- (2) This is the safekeeping account utilized for investing City funds pursuant and consistent with the investment policy adopted 02/13/2018. The current portfolio consists of treasury notes, government agencies, corporates, and CDs.

(3) Pooled Portfolio:

	<u>% of Portfolio</u>	<u>Policy Limit</u>
Cash	36.73%	None
CDs	0.75%	25% of total portfolio
Commercial Paper	0.00%	25% of total portfolio
US Treasury	19.34%	None
Federal Securities	18.58%	None
Corporate Securities	15.73%	30% of total portfolio
LAIF	8.87%	None

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

**ATTACHMENT A  
CITY OF LANCASTER  
MONTHLY REPORT OF INVESTMENTS  
February 28, 2019**

	Interest Rate	Amount	Total
<b><u>City of Lancaster</u></b>			
<b>Wells Fargo Bank</b>			
City of Lancaster Account (note 1)	0.00%	\$27,046,606	
Certificate of Deposit	0.10%	\$100,000	
			<b>\$100,000</b>
<b>Bank of America</b>			
Certificate of Deposit	0.05%	\$100,000	
<b>U S Bank - Safekeeping (note 2)</b>			
Commercial Paper	0.00%	\$0	
US Treasury Notes	1.27%	\$14,246,524	
Federal Government Agencies	1.45%	\$13,685,944	
Corporate Securities	2.20%	\$11,587,629	
Cash & Equivalents	0.00%	\$12,736	
			<b>\$150,919</b>
<b>Chase Bank</b>			
Certificate of Deposit	0.01%	\$150,919	
<b>Mission Bank</b>			
Certificate of Deposit	0.20%	\$201,579	
<b>Local Agency Investment Fund (L.A.I.F.)</b>			
	2.39%	\$6,535,435	<b>\$6,535,435</b>
<b>Total City of Lancaster</b>			<b><u>\$73,667,372</u></b>
<b>Successor Agency for the Lancaster Redevelopment Agency</b>			
<b>Local Agency Investment Fund (L.A.I.F.)</b>			
	2.39%	\$4,341,446	<b>\$4,341,446</b>
<b>Total Lancaster Successor Agency</b>			<b><u>\$4,341,446</u></b>
<b>Total Pooled Portfolio (note 3)</b>			<b><u>\$78,008,818</u></b>
<b>Weighted Average</b>	<b>1.146%</b>		



**ATTACHMENT A  
CITY OF LANCASTER  
MONTHLY REPORT OF INVESTMENTS  
February 28, 2019**

	<b>Interest Rate</b>	<b>Amount</b>	<b>Total</b>
<b>Wilmington Trust</b>			<b>\$2,210,491</b>
Lancaster Choice Energy LockBox Account	0.00%	\$2,210,491	
<b>The Bank of New York Mellon Trust Company, N.A.</b>			<b>\$1,483,822</b>
LRA & LA County Escrow Account - Government Bonds	0.00%	\$1,483,822	
<b>US Bank</b>			<b>\$21,537,984</b>
CFD 89-1 1990 Special Bonds	2.28%	\$25,953	
LFA CFD 89-1 1997 Special Bonds	2.28%	\$15,680	
LFA L O BONDS 1997 SERIES A & B	2.28%	\$389,643	
LFA LRB 2018 Construction and Improvements	2.28%	\$15,051,549	
LRA Combined 2004 Fire Protection Facilities Project Bonds	2.28%	\$839,398	
LRA Combined 2004 Sheriff Facilities Prjct Refunding Bonds	2.28%	\$1,791,051	
LRA Public Capital Facilities 2010 Project Lease Revenue Bonds	2.28%	\$422,855	
LPA Solar Renewable Energy Issue of 2012A	2.28%	\$2,279,181	
SA Combined Project Areas Refunding Bonds 2015A & B	2.28%	\$43,991	
SA Combined Project Areas Refunding Bonds 2016 A-1 & A-2	2.28%	\$27,116	
SA Combined Project Areas Refunding Bonds 2016B	2.28%	\$20,558	
LFA 2016 Assessment Revenue Bonds (Streetlights Acquisition)	2.28%	\$629,792	
SA 2017 Tax Allocation Revenue Bonds (TARB)	2.28%	\$1,217	
<b>Total Restricted Cash/Investments Held in Trust</b>		<u><b>\$21,537,984</b></u>	
<b>Total Restricted Cash/Investments Held in Trust (note 4)</b>			<u><u><b>\$25,232,296</b></u></u>

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

Pam Statsmann  
Finance Director

City of Lancaster  
Cash Balances by Fund  
February 28, 2019

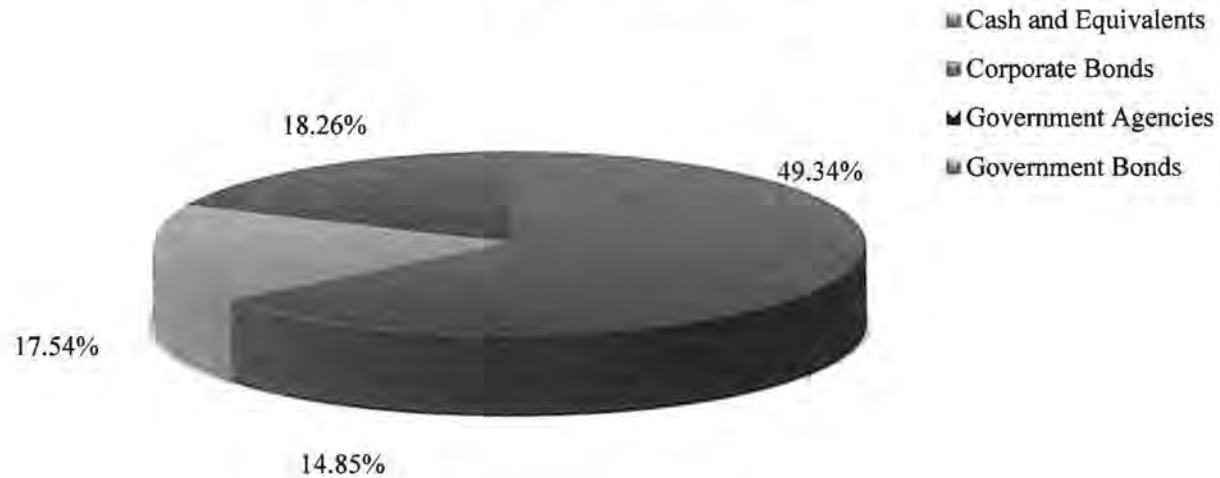
Fund No.	Fund Name	Ending Balance	Fund No.	Fund Name	Ending Balance
101	GENERAL FUND	\$ 447,865	323	STATE GRANT - STPL	\$ (10,216)
104	CAPITAL REPLACEMENT FUND	\$ 1,916,853	324	STATE GRANT - OTS	\$ (7,731)
106	COMMUNITY SERVICES FOUNDATION	\$ 111,358	330	STATE GRANT RECYCLING	\$ 205,443
109	CITY SPECIAL RESERVES FUND	\$ 18,900,293	331	STATE GRANT - OIL RECYCLING	\$ 24,057
150	CAPITAL PROJECTS FUND - CITY	\$ (110,910)	349	MISC STATE GRANTS	\$ (558,725)
203	GAS TAX	\$ 996,656	361	CDBG	\$ (818,821)
204	AQMD	\$ 41,432	363	NBRHD STABILIZATION PRGM	\$ 2,054,453
205	PROP 1B	\$ 241,977	364	HPRP-HOMELESS PREV & RAPID REH	\$ -
206	TDA ARTICLE 8 FUND	\$ (4,639,872)	391	LANCASTER HOME PROGRAM	\$ 767,182
207	PROP "A" TRANSIT FUND	\$ 2,630,201	399	FEDERAL MISCELLANEOUS GRANTS	\$ (560,308)
208	TDA ARTICLE 3 BIKEWAY FUND	\$ (66,456)	401	AGENCY FUND	\$ 550,452
209	PROPOSITION "C" FUND	\$ 4,293,632	402	PERFORMING ARTS CENTER	\$ -
210	MEASURE R FUND	\$ 4,802,157	404	GRANTS FUND	\$ -
211	MEASURE M FUND	\$ 2,452,345	408	X-AEROSPACE GRANTS FUND	\$ -
213	PARKS DEVELOPMENT FUND	\$ 784,849	456	STILL MEADOW LN SWR ASSMNT DST	\$ 9,565
217	SIGNALS - DEVELOPER FEES FUND	\$ 2,736,905	480	SEWER MAINT FUND	\$ 4,671,677
220	DRAINAGE - DEVELOPER FEES FUND	\$ 4,290,070	482	LANDSCAPE MAINTENANCE DISTRICT	\$ 2,221,028
224	BIOLOGICAL IMPACT FEE FUND	\$ 2,043,249	483	LIGHTING MAINTENANCE DISTRICT	\$ (565,929)
226	USP - OPERATION	\$ 2,569	484	DRAINAGE MAINTENANCE DISTRICT	\$ 1,898,242
227	USP - PARKS	\$ 1,463,992	485	RECYCLED WATER FUND	\$ 2,854
228	USP - ADMIN	\$ 15,140	486	LANCASTER POWER AUTHORITY	\$ 2,896,777
229	USP - CORP YARD	\$ 156,270	490	LANCASTER CHOICE ENERGY	\$ 3,266,706
230	MARIPOSA LILY FUND	\$ 62,733	491	CALIFORNIA CHOICE ENERGY AUTH	\$ (385,725)
232	TRAFFIC IMPACT FEES FUND	\$ 2,097,101	701	LANCASTER FINANCING AUTHORITY	\$ 5,103
233	DEVELOPER IN LIEU	\$ 85,057	810	ASSESSMENT DISTRICT FUND	\$ 154,596
248	TRAFFIC SAFETY FUND	\$ 127,966	811	AD 93-3	\$ 128,137
251	ENGINEERING FEES	\$ 7,586	812	AD 92-101	\$ 90,682
252	PROP 42 CONGESTION MANAGEMENT	\$ 830,092	830	CFD 89-1 EASTSIDE WATER FUND	\$ 634,540
261	LOS ANGELES COUNTY REIMB	\$ 89,962	831	CFD 90-1 (BELLE TIERRA)	\$ 455,756
301	LANCASTER HOUSING AUTH. OPS.	\$ 2,098,593	832	CFD 91-1 (QUARTZ HILL)	\$ 776,760
306	LOW & MOD INCOME HOUSING	\$ 6,767,074	833	CFD 91-2 (LANC BUSINESS PARK)	\$ 442,697
321	MTA GRANT - LOCAL	\$ (1,526,124)	991	REDEV OBLIGATION RETIREMENT FD	\$ 7,685,194
				<b>Total Cash Balance</b>	<b>\$ 80,185,060</b>

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

**City of Lancaster  
Recap of Securities Held  
February 28, 2019**

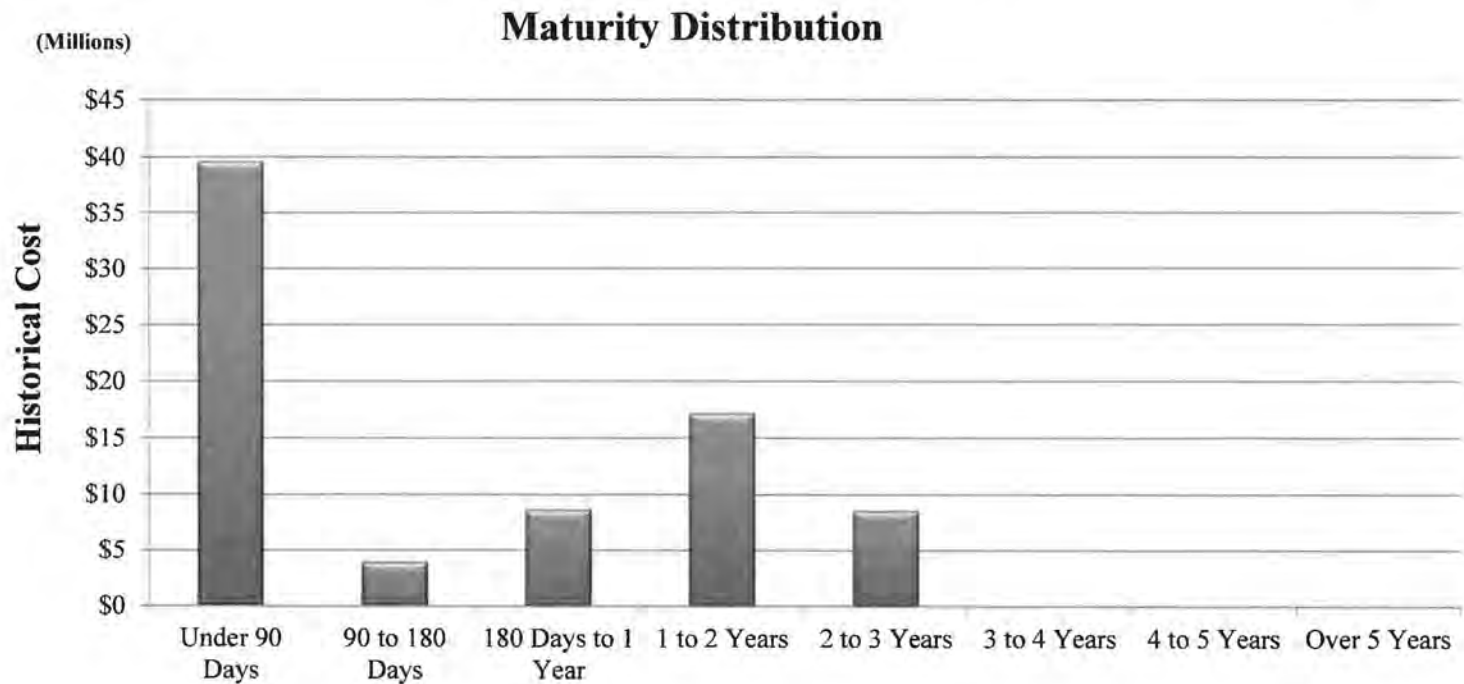
	Historical Cost	Amortized Cost	Fair Value	Unrealized Gain (Loss)	Weighted Average Effective	% Portfolio/ Segment	Weighted Average Market
Cash and Equivalents	\$38,488,721	\$38,488,721	\$38,488,721	\$0	1	49.34%	0.00
Corporate Bonds	\$11,587,629	\$11,583,931	\$11,556,084	(\$27,847)	435	14.85%	1.14
Government Agencies	\$13,685,944	\$13,664,380	\$13,533,066	(\$131,314)	361	17.54%	0.10
Government Bonds	\$14,246,524	\$14,242,291	\$14,244,027	\$1,736	667	18.26%	1.75
<b>TOTAL</b>	<b>\$78,008,818</b>	<b>\$77,979,323</b>	<b>\$77,821,898</b>	<b>(\$157,425)</b>	<b>493</b>	<b>100.00%</b>	<b>1.29</b>

**Portfolio Diversification**



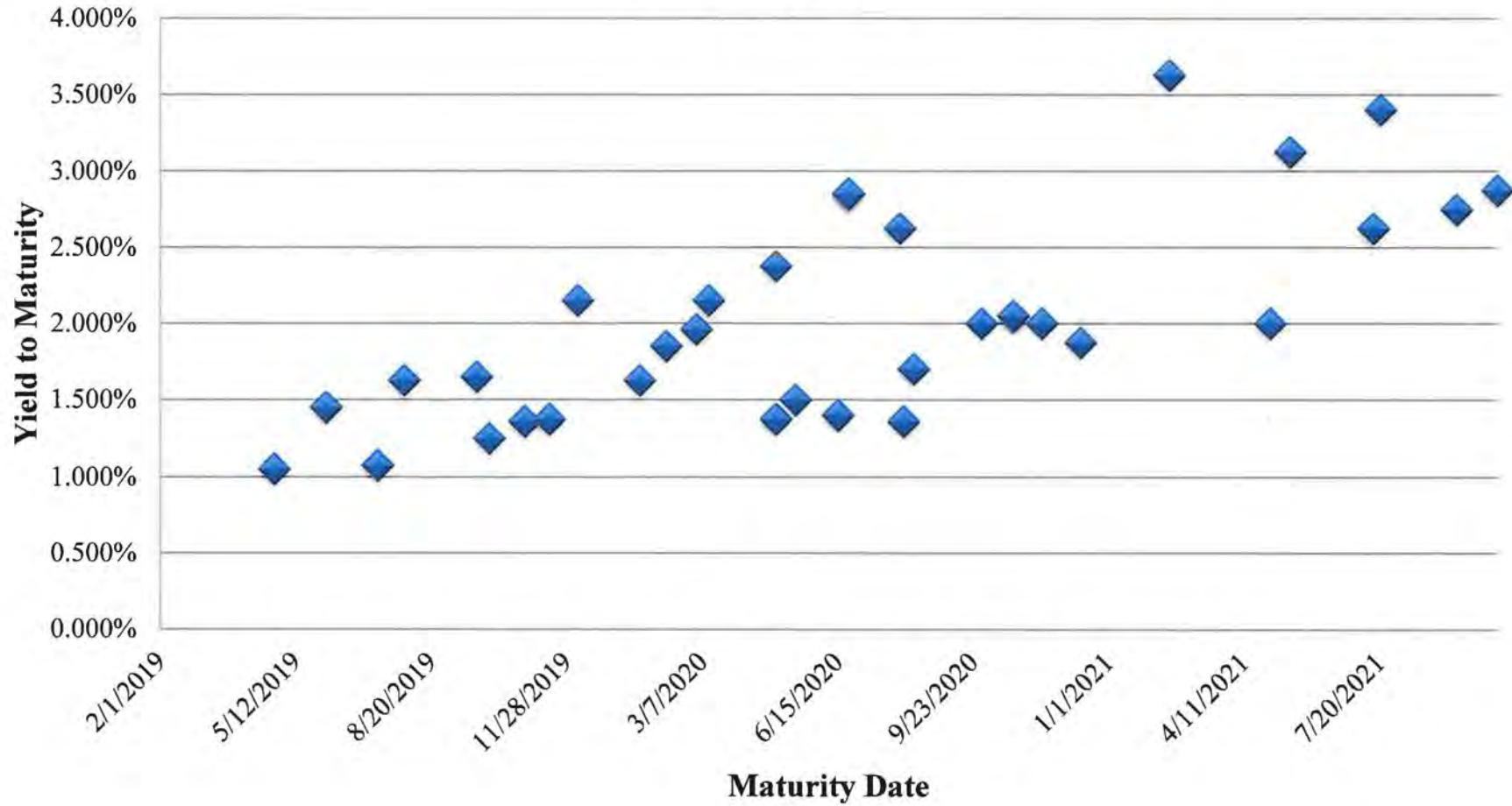
City of Lancaster  
Maturity Distribution  
February 28, 2019

Maturity	Historical Cost	Percent
Under 90 Days	\$39,638,434	50.81%
90 to 180 Days	\$3,950,674	5.06%
180 Days to 1 Year	\$8,655,011	11.09%
1 to 2 Years	\$17,228,345	22.09%
2 to 3 Years	\$8,536,354	10.94%
3 to 4 Years	\$0	0.00%
4 to 5 Years	\$0	0.00%
Over 5 Years	\$0	0.00%
	<b>\$78,008,818</b>	<b>100.00%</b>



City of Lancaster  
Securities Held  
February 28, 2019

### Securities Held



**STAFF REPORT**  
**City of Lancaster**

CC 4
03/26/19
JC

Date: March 26, 2019

To: Mayor Parris and City Council Members

From: Jeff Hogan, Development Services Director

Subject: **First Amendment of the Amended and Restated Antelope Valley Transit Authority (AVTA) Joint Exercise of Powers Agreement (JPA)**

---

**Recommendation:**

Adopt **Resolution No. 19-12**, approving the First Amendment of the Amended and Restated Antelope Valley Transit Authority (AVTA) Joint Exercise of Powers Agreement (JPA).

**Fiscal Impact:**

None.

**Background:**

During the October 23, 2018, AVTA Board meeting, General Counsel Allison Burns presented a report regarding the JPA requirement that the cities of Lancaster and Palmdale appoint City Council members as Directors. The AVTA Board discussed the appointment requirement, as well as whether an Alternate Director has the same full authority as their respective AVTA Board member with regard to participating in closed session discussions.

At the January 22, 2019, AVTA Board meeting, the AVTA Board again discussed the appointment requirement for the cities, and directed Executive Director/CEO Macy Neshati to coordinate with the Transit Advisory Committee (TAC) members to draft language amending the appointment requirement. The jurisdictions also amended the language regarding the attendance of an alternate director at AVTA Board meetings for clarification purposes.

At the February 26, 2019, AVTA Board meeting, the AVTA Board (1) approved the amended language to the JPA; and (2) submitted the First Amendment of the Amended and Restated JPA (Attachment A) to the Cities of Lancaster and Palmdale and the Los Angeles County for their adoption. Below is the agreed-upon language for your approval:

**SECTION 2. AUTHORITY**

B. Board of Directors. The Authority shall be governed by a Board of Directors (“Board”). The Board shall be composed of six designated directors and such alternate directors as the Parties may designate. Except as provided in subparagraph (3) below, any reference in this Agreement to “the full Board” shall be deemed a reference to the six designated directors. The directors shall be appointed as follows:

- (1) The Cities shall each appoint to the Board (i) two designated directors, from their respective jurisdiction, and (ii) one or more alternate director(s). The Supervisor on the Los Angeles County Board of Supervisors who represents some or all of the Antelope Valley shall appoint to the Board two designated directors and one or more alternate directors. No person who receives the substance of his or her income from another transit-operating agency or who receives from transit providers campaign contributions in excess of \$250.00 may be a director.
- (2) Each director and the alternate director shall serve at the pleasure of his or her appointing authority, and until his or her successor has been appointed.
- (3) In the absence of a Party's designated director at a Board meeting, the alternate director, when serving in place of the designated director for that Party, shall be counted as part of the quorum, may vote on all matters coming before the Board, and may participate in closed session(s) at that meeting. Otherwise, alternate directors shall not be counted as part of the quorum at an AVTA Board meeting, nor vote on matters coming before the AVTA Board at a meeting, nor attend the closed session(s).

TN:cvh

**Attachment:**  
Resolution No. 19-12

RESOLUTION NO. 19-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, CALIFORNIA, APPROVING THE FIRST AMENDMENT OF THE AMENDED AND RESTATED ANTELOPE VALLEY TRANSIT AUTHORITY (AVTA) JOINT EXERCISE OF POWERS AGREEMENT

WHEREAS, in 1992, the County of Los Angeles (“County”), the City of Lancaster (“Lancaster”) and the City of Palmdale (“Palmdale”) (collectively, Lancaster and Palmdale may be referred to as the “Cities”) entered into a Joint Exercise of Powers Agreement for the creation of an agency to be known as the Antelope Valley Transit Authority (“Authority” or “AVTA”) (collectively, the Cities and County may be referred to as “Authority members” or “members”); and

WHEREAS, on November 22, 2011, the County and the Cities entered into an Amended and Restated Joint Exercise of Powers Agreement (“Amended Agreement”); and

WHEREAS, at its regular meeting on October 9, 2018, the City Council of the City of Lancaster proposed amending the terms of the Amended Agreement to provide the Authority members with greater latitude in appointing AVTA Board Directors; and

WHEREAS, the AVTA Board discussed the existing appointment requirements and, at its regular meeting on February 26, 2019, approved an amendment to the Amended Agreement to expand the Authority members’ discretion in appointing Directors, and to provide Alternate Directors with the same full authority as their respective Directors.

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

Section 1. The First Amendment to the Amended Agreement, attached hereto as Exhibit A, is hereby approved.

Section 2. The City Clerk shall certify to the passage and adoption of this Resolution, and it shall become effective immediately upon its approval.



PASSED, APPROVED and ADOPTED this 26<sup>th</sup> day of March 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. 19-12, 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)

\_\_\_\_\_

FIRST AMENDMENT OF THE AMENDED AND RESTATED  
JOINT EXERCISE OF POWERS AGREEMENT BETWEEN THE  
COUNTY OF LOS ANGELES, THE CITY OF PALMDALE, AND THE  
CITY OF LANCASTER CREATING AN AGENCY TO BE KNOWN  
AS THE ANTELOPE VALLEY TRANSIT AUTHORITY

This Amendment is entered into by the County of Los Angeles, a political subdivision of the State of California ("County"), the City of Palmdale, a municipal corporation ("Palmdale"), and the City of Lancaster, a municipal corporation ("Lancaster"). Palmdale and Lancaster are sometimes collectively referred to herein as "Cities." The Cities and the County are sometimes individually referred to herein as "Party" and collectively as "Parties."

WHEREAS, the Parties entered into a Joint Exercise of Powers Agreement ("Agreement") for the creation of an agency to be known as the Antelope Valley Transit Authority ("Authority") in 1992; and

WHEREAS, the Parties thereafter entered into an Amended and Restated Joint Exercise of Powers Agreement ("Amended Agreement"), dated for reference as of November 22, 2011, a copy of which is attached hereto as Exhibit A; and

WHEREAS, the Parties desire to clarify certain provisions of the Amended Agreement consistent with and in recognition of the Parties' practices.

NOW, THEREFORE, in consideration of the mutual benefits, promises, and agreements set forth herein, the Parties agree as follows:

Section 1. The Parties agree that Section 2(B) of the Amended Agreement referenced above and attached hereto as Exhibit "A," be deleted in its entirety and revised to read as follows:

- B. Board of Directors. The Authority shall be governed by a Board of Directors ("Board"). The Board shall be composed of six designated directors and such alternate directors as the Parties may designate. Except as provided in subparagraph (3) below, any reference in this Agreement to "the full Board" shall be deemed a reference to the six designated directors. The directors shall be appointed as follows:
- (1) The Cities shall each appoint to the Board (i) two designated directors, from their respective jurisdiction, and (ii) one or more alternate director(s). The Supervisor on the Los Angeles County Board of Supervisors who represents some or all of the Antelope Valley shall appoint to the Board two designated directors and one or more alternate directors. No person who receives the substance of his or her income from another transit operating agency or who receives from transit providers campaign contributions in excess of \$250 may be a director.
  - (2) Each director and alternate director shall serve at the pleasure of his or her appointing authority and until his or her successor has been appointed.
  - (3) In the absence of a Party's designated director at a Board meeting, the alternate director, when serving in place of the designated director for that

Party, shall be counted as part of the quorum, may vote on all matters coming before the Board, and may participate in closed session(s) at that meeting. Otherwise, alternate directors shall not be counted as part of the quorum at a Board meeting, nor vote on matters coming before the Board at a meeting, nor attend closed session(s).

Section 2. Other than as modified and amended herein, all other terms and conditions of the Amended Agreement shall remain in full force and effect.

Section 3. All capitalized terms not defined herein shall have the meanings set forth in the Amended Agreement.

TO EFFECTUATE THIS AMENDMENT, each of the Parties has caused this Amendment to be executed and attested by its duly authorized officers on the date set forth below.

COUNTY OF LOS ANGELES

CITY OF PALMDALE

By: \_\_\_\_\_  
Chair, Board of Supervisors

By: \_\_\_\_\_  
Steven D. Hofbauer, Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Executive Officer of the  
Board of Supervisors of the  
County of Los Angeles

ATTEST: \_\_\_\_\_  
Rebecca J. Smith, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Deputy

By: \_\_\_\_\_  
Wm. Matthew Ditzhazy, City Attorney

APPROVED AS TO FORM:

County Counsel

By: \_\_\_\_\_  
Deputy

CITY OF LANCASTER

By: \_\_\_\_\_  
Jason Caudle, City Manager

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Britt Avrit, City Clerk, MMC

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Allison E. Burns, City Attorney

AMENDED AND RESTATED  
JOINT EXERCISE OF POWERS AGREEMENT BETWEEN THE  
COUNTY OF LOS ANGELES, THE CITY OF PALMDALE, AND THE  
CITY OF LANCASTER CREATING AN AGENCY TO BE KNOWN  
AS THE ANTELOPE VALLEY TRANSIT AUTHORITY

THIS AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT (“Agreement”), dated for reference as of **November 22, 2011**, is entered into by the County of Los Angeles, a political subdivision of the State of California (“County”), the City of Palmdale, a municipal corporation (“Palmdale”), and the City of Lancaster, a municipal corporation (“Lancaster”). Palmdale and Lancaster are sometimes collectively referred to herein as “Cities.” The Cities and the County are sometimes individually referred to herein as “Party” and collectively as “Parties.”

RECITALS

1. The Parties are “public agencies” under the Joint Exercise of Powers Act (“Act”) (California Government Code Section 6500 et seq.), which authorizes the joint exercise of powers common to public agencies.

2. On April 1, 1992, the Parties executed that certain agreement titled “Joint Exercise of Powers Agreement between the County of Los Angeles, the Cities of Palmdale and Lancaster Creating an Agency to be known as the Antelope Valley Transit Authority” (“Original Agreement”). The Original Agreement created the Antelope Valley Transit Authority (“Authority”), as a separate public entity, based upon the following facts and circumstances:

A. The County had been administering public transportation services in the Antelope Valley on behalf of the Cities including a local passenger bus service, a commuter bus service, and a paratransit service.

B. The Parties were jointly funding their jurisdictional shares of these transportation services through a cost-sharing agreement.

C. The Parties were empowered by law to plan, contract for, and operate public transportation services.

D. To better serve the needs of the traveling public in the Antelope Valley, the Parties jointly agreed to the formation of a governing body to coordinate the provision of various forms and modes of public transportation services.

E. By the Original Agreement, the Parties intended to jointly exercise their powers to achieve common objectives.

3. On March 19, 2002, the Parties executed that certain agreement titled “First Amendment of the Joint Exercise of Powers Agreement between the County of Los Angeles and the Cities of Palmdale and Lancaster Creating an Agency to be known as the AVTA” (“First Amendment”). The First Amendment revised in its entirety Section 2(B) of the Original Agreement relating to the composition of the Authority’s Board of Directors.

4. In view of the evolution of the Authority over the past 17 years, the Parties have determined that it is desirable to amend and restate the Original Agreement (as revised by the First Amendment).

5. It is intended by the Parties that this Agreement shall be amendatory of the Original Agreement (as revised by the First Amendment) and shall not be a new or separate agreement.

NOW, THEREFORE, in consideration of the mutual benefits, promises, and agreements set forth herein, the Parties agree as follows:

#### SECTION 1. PURPOSE

Each of the Parties possesses the powers referred to in the above recitals. In providing for the joint exercise of such powers pursuant to the Act, this Agreement allows for the planning, contracting, and operation of public transportation services in a manner that will best meet the public transportation needs of the Antelope Valley.

#### SECTION 2. AUTHORITY

- A. Continuation of the Authority. Pursuant to the Act and the Original Agreement, there was created in 1992 and continues to be a public entity known as the "Antelope Valley Transit Authority" ("Authority") as depicted in the organization chart included in Appendix A. The Authority is a public entity that is separate and apart from the Parties. The Authority will defend, indemnify and hold harmless each Party for liabilities arising as a result of this Agreement.
- B. Board of Directors. The Authority shall be governed by a Board of Directors ("Board"). The Board shall be composed of six designated directors and three alternate directors. Except as provided in sub-paragraph (3) below, any reference in this Agreement to "the full Board" shall be deemed a reference to the six designated directors. The directors shall be appointed as follows:
- (1) The Cities shall each appoint to the Board two designated directors from their respective City Council members and one alternate director (who is not required to be a City Council member). The Supervisor on the Los Angeles County Board of Supervisors who represents some or all of the Antelope Valley shall appoint to the Board two designated directors and one alternate director. No person who receives the substance of his or her income from another transit operating agency or who receives from transit providers campaign contributions in excess of \$250 may be a director.
  - (2) Each director shall serve at the pleasure of his or her appointing authority and until his or her successor has been appointed. Notwithstanding the preceding, the term of any director appointed by either City shall terminate automatically when his or her term of office on the City Council terminates for any reason.
  - (3) Alternate directors may attend all Board meetings including closed sessions. In the absence of a Party's designated director at a Board meeting, the alternate director for that Party shall be counted as part of the quorum if in attendance, and may vote on all matters coming before the Board at that meeting. Otherwise,

alternate directors shall not be counted as part of the quorum at a Board meeting and may not vote on matters coming before the Board at a meeting.

- C. Resolutions. The Board may by resolution adopt bylaws, rules, regulations, policies, and procedures that are consistent with this Agreement and that provide for the conduct of its meetings and other business, its organization and internal management, and the exercise of its powers under this Agreement. Bylaws shall be adopted or amended by majority vote of the full Board.
- D. Ralph M. Brown Act. All meetings of the Board, and of any committees that may be established by the Board, shall be called, noticed, and conducted in accordance with the Ralph M. Brown Act (California Government Code Section 54950 et seq.).
- E. Agenda Packet Distribution. The agenda packet for each Board meeting shall be delivered to the City Managers of the Cities and to the Public Works Director of the County, or to such persons' designees, minimum of two weeks before the meeting. To the extent permitted by the Ralph M. Brown Act, any agenda may subsequently be amended as necessary to enable the Board to address time-sensitive matters arising after such delivery.

### SECTION 3. TERM

This Agreement is effective on the date that the last signature of a Party is affixed to the execution page of this Agreement, and it shall continue in full force and effect until terminated by mutual consent, provided that all liabilities of the Authority have been satisfied and all assets of the Authority have been distributed.

### SECTION 4. WITHDRAWAL OF A PARTY

- A. Notice. At the end of any fiscal year, any Party may withdraw from the Authority by notifying the Board in writing prior to January 1 of that same fiscal year.
- B. Reaffirmation. The withdrawing Party shall reaffirm its intent to withdraw from the Authority by March 1 of that fiscal year. This notification will be considered binding and irrevocable unless unanimously decided otherwise by the directors appointed by the remaining Parties.
- C. Additional Withdrawals. Upon receipt of a Party's reaffirmation to withdraw from the Authority, any remaining Party may also declare its intent to withdraw from the Authority. The deadline for each remaining Party to give written notice of withdrawal will be April 1 of that fiscal year.
- D. Responsibilities. The withdrawing Party shall continue to be responsible for its allocable share of all transit-related costs, charges, assessments, liabilities, and contingencies incurred by the Authority through the end of the fiscal year.
- E. Reserve Account. Upon the voluntary withdrawal of a Party, the Board may establish a reserve account for that Party to provide for anticipated expenses and liabilities not included in the Authority's budget that may have arisen or that may arise during the period of that Party's participation in the Authority. The amount remaining in the reserve

account will be returned to the withdrawing Party after all expense claims and liabilities against that Party have been fully satisfied.

#### SECTION 5. DISPOSITION OF PROPERTY AND FUNDS

- A. Authority Dissolution. Upon the Authority's dissolution, or the complete rescission or other termination of this Agreement by all Parties, the Board shall, with the approval of the governing bodies of the Parties, determine the disposition of any real or personal property, funds, and other assets remaining in the Authority after all obligations have been satisfied. Such disposition shall be conducted in a manner that provides a proportionate return to each Party based upon each Party's investment in those properties and assets. Each Party's pro rata share shall be determined in the same manner as for a withdrawing Party pursuant to paragraph (B) below.
- B. Party Withdrawal. If a Party withdraws from the Authority, and the Authority has a financial obligation to that Party, the Board, with the approval of the governing bodies of the remaining Parties, shall satisfy the withdrawing Party's pro rata share of the total assets of the Authority, less obligations, including any requirement to pay funds into a reserve account as provided in Section 4(E) above. A withdrawing Party's pro rata share is defined as the total regular or special payments, charges, and assessments made by that Party, divided by the total regular and special payments, charges, and assessments made by all Parties from the inception of the Authority to the date of the Party's withdrawal.
- C. Satisfaction of Pro Rata Share. In the event of the withdrawal of a Party, the Board shall determine whether the Authority's satisfaction of that Party's pro rata share shall be made through a transfer of property or through a payment of funds. That transfer or payment must be made within a reasonable time following a Party's withdrawal.
- D. Fair Market Value Determination. The current fair market value of Authority properties and assets shall be determined by the Board. If the withdrawing Party disputes the current fair market value of Authority properties and assets as determined by the Board, then the current fair market value of those properties and assets shall be determined by a panel of three disinterested and qualified appraisers. To this panel, one appraiser shall be appointed by the governing body of the withdrawing Party, and one appraiser shall be appointed by the governing bodies of the remaining Parties. The two appointed appraisers shall jointly select a third appraiser. The fees of each appraiser shall be shared equally by the Authority and by the withdrawing Party.

#### SECTION 6. POWERS AND FUNCTIONS

- A. Enumeration. The Authority shall have the powers common to the Parties as described in Section 1 above including: the power to plan, contract for, and operate local, commuter, dial-a-ride, and special event transit services that are in compliance with local, state and federal law, and that provide the most efficient service with the highest level of satisfaction to the maximum number of citizens in the Antelope Valley area, including the routes, headways, and hours of operation within an established service area as defined in Appendix B; the power to acquire such information as may be necessary or required for the installation of transportation equipment; and the power to adopt and implement such rules and regulations as may be necessary to effect the



purposes of this Agreement. The Authority is also authorized, in its own name, to perform all acts necessary or appropriate for the joint exercise of such common power for these purposes including:

- (1) To employ agents and employees, to establish salaries and benefits, and to contract for professional services.
- (2) To make and enter into contracts and leases.
- (3) To incur debts, obligations, and liabilities.
- (4) To contract for, acquire, convey, construct, manage, maintain, and operate buildings and improvements.
- (5) To acquire, by condemnation or by negotiated purchase, and to convey, real and personal property.
- (6) To own or lease equipment, establish routes and service frequencies, regulate and collect fares, approve transportation service performance standards, and otherwise control the efficiency and quality of the operation of transit services.
- (7) To apply for and execute contracts for financial assistance from local, regional, state and federal agencies and to obligate the Authority to operate the improvements, equipment, or transit system in accordance with the terms and conditions of those contracts.
- (8) To apply for and to accept contributions, grants, or loans from any public agency, and from the United States or any department, instrumentality, or agency thereof, for the purpose of operating and administering the Authority, and for financing the planning, acquisition, construction, maintenance or operation of transit facilities and services. The Authority may also accept contributions, grants, or loans from other than the above-specified sources.
- (9) To invest money that is not needed for immediate necessities, as the Board determines to be advisable, in the same manner and upon the same conditions that apply to other local agencies as specified in California Government Code Section 53601.
- (10) To purchase insurance coverage (including fidelity bonds and directors' and officers' liability coverage), to join insurance pooling programs, and to develop and maintain a self-insurance reserve.
- (11) To sue and be sued in its own name and to defend and hold harmless the Parties.
- (12) To issue bonds as specified in Section 12 below.
- (13) To perform all other acts necessary or appropriate to exercise and implement the above-specified powers and purposes of this Agreement.

- B. Manner of Exercise. The Authority's powers shall be exercised in the manner provided in the Act and, except as expressly set forth herein, subject only to such restrictions on the manner of exercising such powers as are imposed upon Lancaster in the exercise of similar powers.
- C. Restriction. Unless expressly authorized by the governing bodies of the Parties, the Authority shall have no power to either: (i) bind the Parties to any monetary obligations; or (ii) require the Parties to contribute money or services to the Authority.

#### SECTION 7. EXECUTIVE DIRECTOR

- A. Service. The Executive Director shall be employed or retained by, and shall serve at the pleasure of, the Board.
- B. Powers and Duties. The powers and duties of the Executive Director shall include the following:
  - (1) To direct and coordinate the technical and administrative office of the Authority and to be responsible to the Board for the proper administration of all activities of the Authority.
  - (2) To appoint, assign, direct, supervise, and discipline or remove the Authority's employees in strict conformity with applicable law and the Board's employment practices and procedures.
  - (3) To supervise the planning, acquisition, construction, maintenance, and operation of the transit facilities and services of the Authority as directed by the Board.
  - (4) To supervise and direct the preparation of the annual operating and capital budgets and to be responsible for their administration following adoption by the Board.
  - (5) To formulate and present to the Board operating and financing plans for transit facilities and services.
  - (6) To execute transfers within major budget units at the direction of the Board, provided that the total expenditure amounts remain unchanged.
  - (7) To purchase or lease items, fixed assets, or services up to the amount that is the spending limit as stipulated by the bylaws.
  - (8) To approve change orders and supplemental agreements to Board-approved contracts within limits stipulated by the bylaws.
  - (9) At the direction of the Board, to lease buses, vans, and other transit vehicles on an "as needed" basis from public or private organizations when necessary to assure continued reliability of service.
  - (10) To establish and maintain fare collection and deposit services, and to ensure the transfer of that collected revenue to the Treasurer of the Authority.

- (11) Upon the direction of the Board, to organize and operate an ongoing transit marketing program, including free-ride events and other special promotions.
- (12) To apply for financial assistance from local, regional, state, and federal agencies and to comply with all reporting requirements of those agencies.
- (13) To attend all Board meetings and to act as the Secretary of the Board.
- (14) To represent the Authority at appropriate federal, state, and regional agency meetings.
- (15) To perform such other duties as the Board may require in carrying out the policies and directives of the Board.

#### SECTION 8. OFFICERS

- A. Treasurer. The Board shall appoint a Treasurer who shall be: (a) the Treasurer of one of the Parties; (b) a certified public accountant; or (c) such other officer or employee as the Board deems qualified to act as Treasurer of the Authority. The Treasurer shall perform those duties set forth in this Agreement and any other duties specified by the Board or required by the Act, for such period of time as may be specified by the Board.
- B. Controller. The Board shall appoint a Controller who shall be: (a) the Controller of one of the Parties, except, if the Treasurer is from one of the Parties, the Controller shall be from the same Party; or (b) such other officer or employee as the Board deems qualified to act as Controller of the Authority. The Controller shall perform those duties set forth in this Agreement, and any other duties specified by the Board or required by the Act, for such period of time as may be specified by the Board.
- C. Secretary. The Executive Director, or such person's designee, shall serve as the Secretary of the Board and shall be responsible for keeping the Board's minutes, resolutions and official papers.
- D. Duties. Except as precluded by the Act, the Treasurer or Controller may independently determine which of them shall undertake any particular duty specified by this Agreement.

#### SECTION 9. BUDGETS

- A. Fiscal Year. The fiscal year of the Authority shall be the 12-month period beginning July 1 of one year and ending June 30 of the following year. For each fiscal year, the Board shall adopt operating and capital budgets that are consistent with the funding ability of each Party's governing body and with the requirements of Proposition A guidelines, the California Transportation Development Act, the Urban Mass Transportation Administration Act of 1964, and the requirements of all other funding and regulatory agencies involved in implementing the purposes of the Authority. A majority vote of the full Board shall be required to adopt the annual operating and capital budgets.
- B. Preparation. Preliminary and final operating and capital budgets for transit services shall be prepared and submitted in accordance with the bylaws.

- C. Funding. Operating and capital funds shall be provided by the Parties in accordance with the cost and revenue allocation formulas specified in Appendix C. The Authority shall aggressively seek funding from federal, state, regional, local, and other sources based on jurisdictional match requirements and operating cost impacts. These funds shall be applied toward the Authority's operating and capital expenditures in determining the funding obligations of the Parties.
- D. Deadlock. In those circumstances where a majority vote of the full Board cannot be obtained for the adoption of the Authority's annual operating and capital budgets, the budget deadlock procedure specified in the bylaws shall be followed.
- E. Changes. Budgetary changes during a fiscal year may be approved by a majority vote of the full Board if those changes do not increase any Party's local funding contribution. If a proposed budgetary change results in an increase in any Party's local funding contribution, that change shall be subject to approval by the governing body of the Party from which additional local funding is required.

#### SECTION 10. LIABILITY OF THE PARTIES

The debts, obligations, and liabilities of the Authority shall not be the debts, obligations, or liabilities of the Parties, either individually or collectively. This Section applies to all debts, obligations and liabilities of the Authority including the following:

- A. Liabilities attributable to any act or omission of the Authority, or any act or omission of the Authority's officers, agents, employees, contractors, or subcontractors.
- B. The payment of wages, benefits, or other compensation to the Authority's officers, agents, employees, contractors, or subcontractors.
- C. The payment of workers' compensation or indemnity to officers, agents, or employees of the Authority for any injury or illness arising out of the performance of this Agreement.

#### SECTION 11. PAYMENT AND REIMBURSEMENT

- A. Authority Obligation. Upon request, the Authority shall pay or reimburse a Party for reasonable expenses incurred and payments made by that Party in connection with the administration of the Authority.
- B. Obligation of the Parties. The Parties shall be responsible for their share of operating and capital costs associated with Authority service based on the formula outlined in the attached Appendix C. Each Party is obligated to pay to the Authority, no later than July 1, October 1, January 1, and April 1 of each fiscal year, the amount due for the upcoming calendar quarter as established by the adopted operating and capital budgets for that fiscal year.

#### SECTION 12. BONDS

- A. Issuance. The Authority may issue bonds or other evidences of indebtedness as authorized by the Act including revenue bonds, bond anticipation notes, certificates of participation, and lease purchase agreements (collectively, "Bonds") in order to obtain

funding that may be required to finance the acquisition of real property, the construction of facilities, the acquisition of vehicles and other capital equipment, and other obligations as determined by the Board. The power of the Authority to issue Bonds shall only be exercised upon the unanimous vote of the full Board. Bonds may be issued in more than one series and shall be sold by competitive bidding or by private sale, to the extent permitted by law, and shall not constitute a debt, liability, or obligation of any Party.

- B. Consultants. The services of bond counsel, financial consultants, and other consultants and advisors may be used by the Authority in connection with the issuance and sale of Bonds. The fees and expenses of such counsel, consultants, and advisors shall be paid from the proceeds of the sale of Bonds.

### SECTION 13. ACCOUNTS AND REPORTS

- A. Controller Duties. To the extent not covered by the duties assigned to a trustee appointed under any Board resolution authorizing the issuance of Bonds, the Controller of the Authority shall establish and maintain such funds and accounts as may be required by generally accepted accounting principles or by the provisions of any resolution authorizing the issuance of Bonds. The books and records of the Authority maintained by the trustee or the Controller shall be open to inspection at all reasonable times by representatives of the Parties and of the LACMTA. Within 180 days after the close of each fiscal year, the Controller of the Authority shall submit a written report of all financial activities for the preceding fiscal year to each Party and to the Authority, to the extent such activities are not covered by the report of any trustee.
- B. Consolidated Financial Statement. At the conclusion of each fiscal year, the Authority may hire an independent certified public accountant to work with the Controller and the Treasurer of the Authority, auditors from LACMTA, and any other agency performing audits of the Authority's funds, to prepare a consolidated financial statement of the Authority's accounts, records, and financial affairs for the preceding fiscal year. The Executive Director shall be responsible for the general oversight and coordination between the Authority's Controller and Treasurer, and all outside agencies that may be auditing the Authority's books and records.
- C. Trustee Duties. Any trustee appointed under any resolution or indenture that authorizes the issuance of Bonds shall be required to establish suitable funds, furnish financial reports, and provide appropriate accounting procedures to carry out the provisions of such resolution or indenture and this Agreement.
- D. Treasurer Duties. The Treasurer of the Authority shall assume the duties (to the extent not covered by the duties assigned to any trustee) required by the laws of the State of California, including the following duties described in California Government Code Section 6505.5:
  - (1) Receive and receipt for all money of the Authority and place it in the treasury of the Treasurer so designated to the credit of the Authority.
  - (2) Be responsible upon his or her official bond for the safekeeping and disbursement of all Authority money held by him or her.



If to the County:

County of Los Angeles  
500 W. Temple Street, Room 358  
Los Angeles, CA 90012  
Attn. County Clerk

The Authority or any Party may designate a different address by giving notice in accordance with the provisions of this paragraph.

- B. Interpretation. This Agreement is made and will be construed and interpreted in accordance with the laws of the State of California. The section and paragraph headings contained in this Agreement are solely to facilitate ease of reference and are not intended to define, limit, or describe the scope of any provision of this Agreement. Statutory references shall be deemed to refer to the then-current statutory provisions.
- C. Consent. Whenever any consent or approval is required by this Agreement, that consent or approval may not be unreasonably withheld or delayed.
- D. Integration. This Agreement represents the entire and integrated contract between the Parties. This Agreement supersedes all prior oral or written negotiations, representations or agreements including the Original Agreement and the First Amendment. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing that is signed by the Parties and that expressly refers to this Agreement.
- E. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be illegal or otherwise unenforceable, the validity of the remaining provisions of this Agreement will not be affected by that determination.
- F. Successors. This Agreement is binding upon and inures to the benefit of the successors of the Parties. No Party may assign any right or obligation under this Agreement without the prior written consent of the other Parties.
- G. Execution in Counterparts. This Agreement may be executed by the Parties in one or more counterparts, all of which will collectively constitute one document and agreement.
- H. Filing With Secretary of State. The Secretary of the Board is directed to file with the office of the California Secretary of State a notice of the adoption of this Agreement within 30 days after its effective date, as required by California Government Code Section 6503.5.

TO EFFECTUATE THIS AGREEMENT, each of the Parties has caused this Agreement to be executed and attested by its duly authorized officers on the date set forth below.

COUNTY OF LOS ANGELES

CITY OF PALMDALE

By: [Signature]  
Chairman, Board of Supervisors

By: \_\_\_\_\_  
James C. Ledford, Jr., Mayor

Date: March 6, 2012

Date: \_\_\_\_\_

ATTEST: [Signature]  
SACHI A. HAMAI  
Executive Officer of the  
Board of Supervisors of the  
County of Los Angeles

ATTEST: \_\_\_\_\_  
Rebecca J. Smith, City Clerk

APPROVED AS TO FORM:

By: [Signature]  
Deputy

By: \_\_\_\_\_  
Wm. Matthew Ditzhazy, City Attorney

APPROVED AS TO FORM:

JOHN F. KRATTLI  
Acting County Counsel

By: [Signature]  
Deputy

CITY OF LANCASTER

By: \_\_\_\_\_  
R. Rex Parris, Mayor

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Geri K. Bryan, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
David R. McEwen, City Attorney



**ADOPTED**  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

34 MAR 6 2012

[Signature]  
SACHI A. HAMAI  
EXECUTIVE OFFICER



TO EFFECTUATE THIS AGREEMENT, each of the Parties has caused this Agreement to be executed and attested by its duly authorized officers on the date set forth below.

COUNTY OF LOS ANGELES

CITY OF PALMDALE

By: \_\_\_\_\_  
Chairman, Board of Supervisors

By: \_\_\_\_\_  
James C. Ledford, Jr., Mayor  
*Steve Hofbauer, Mayor Pro Tem*

Date: \_\_\_\_\_

Date: 6/11/12

ATTEST: \_\_\_\_\_  
SACHI A. HAMAI  
Executive Officer of the  
Board of Supervisors of the  
County of Los Angeles

ATTEST: \_\_\_\_\_  
Rebecca J. Smith, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Deputy

By: \_\_\_\_\_  
Wm. Matthew Ditzhazy, City Attorney

APPROVED AS TO FORM:

JOHN F. KRATTLI  
Acting County Counsel

By: \_\_\_\_\_  
Deputy

CITY OF LANCASTER

By: \_\_\_\_\_  
R. Rex Parris, Mayor

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Geri K. Bryan, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
David R. McEwen, City Attorney

TO EFFECTUATE THIS AGREEMENT, each of the Parties has caused this Agreement to be executed and attested by its duly authorized officers on the date set forth below.

COUNTY OF LOS ANGELES

CITY OF PALMDALE

By: \_\_\_\_\_  
Chairman, Board of Supervisors

By: \_\_\_\_\_  
James C. Ledford, Jr., Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
SACHI A. HAMAI  
Executive Officer of the  
Board of Supervisors of the  
County of Los Angeles

ATTEST: \_\_\_\_\_  
Rebecca J. Smith, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Deputy

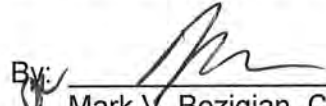
By: \_\_\_\_\_  
Wm. Matthew Ditzhazy, City Attorney

APPROVED AS TO FORM:

JOHN F. KRATTLI  
Acting County Counsel

By: \_\_\_\_\_  
Deputy


CITY OF LANCASTER

By:  \_\_\_\_\_  
Mark V. Bozigian, City Manager

Date: 7-3-12

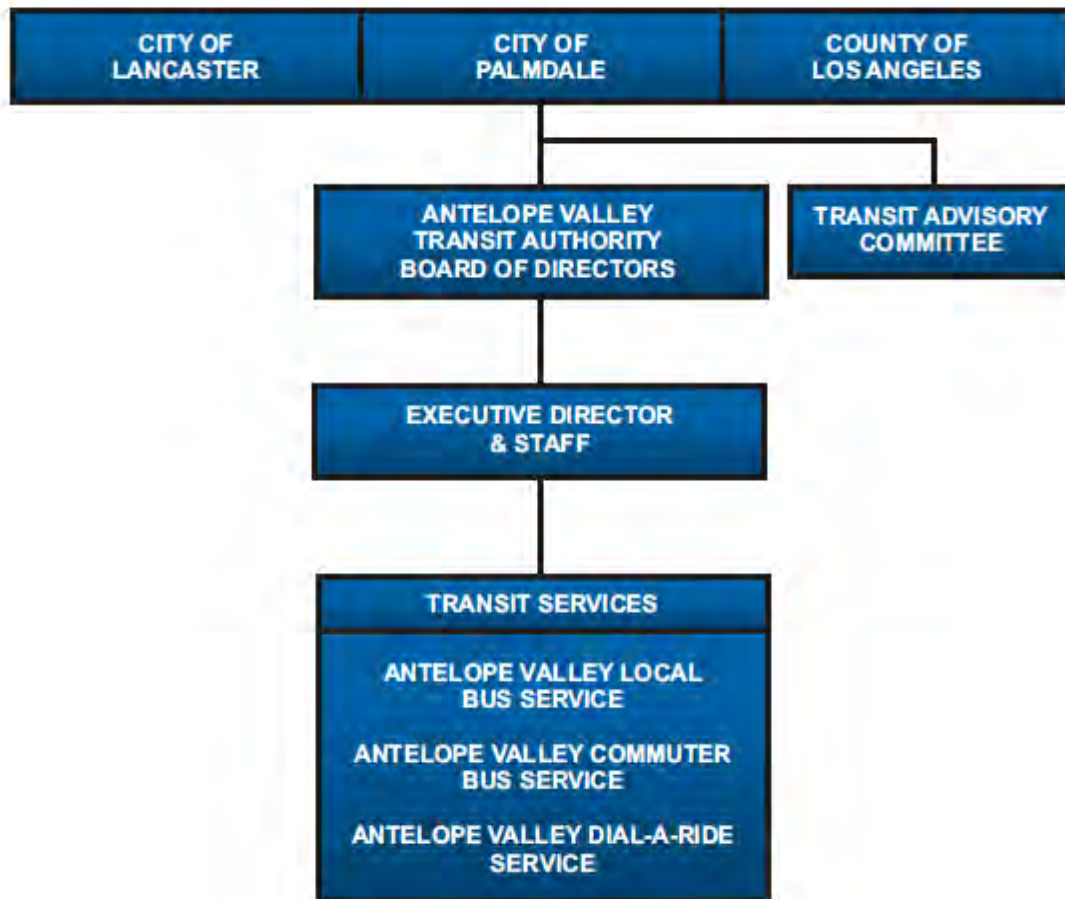
ATTEST:  \_\_\_\_\_  
Geri K. Bryan, City Clerk

APPROVED AS TO FORM:

By:  \_\_\_\_\_  
David R. McEwen, City Attorney

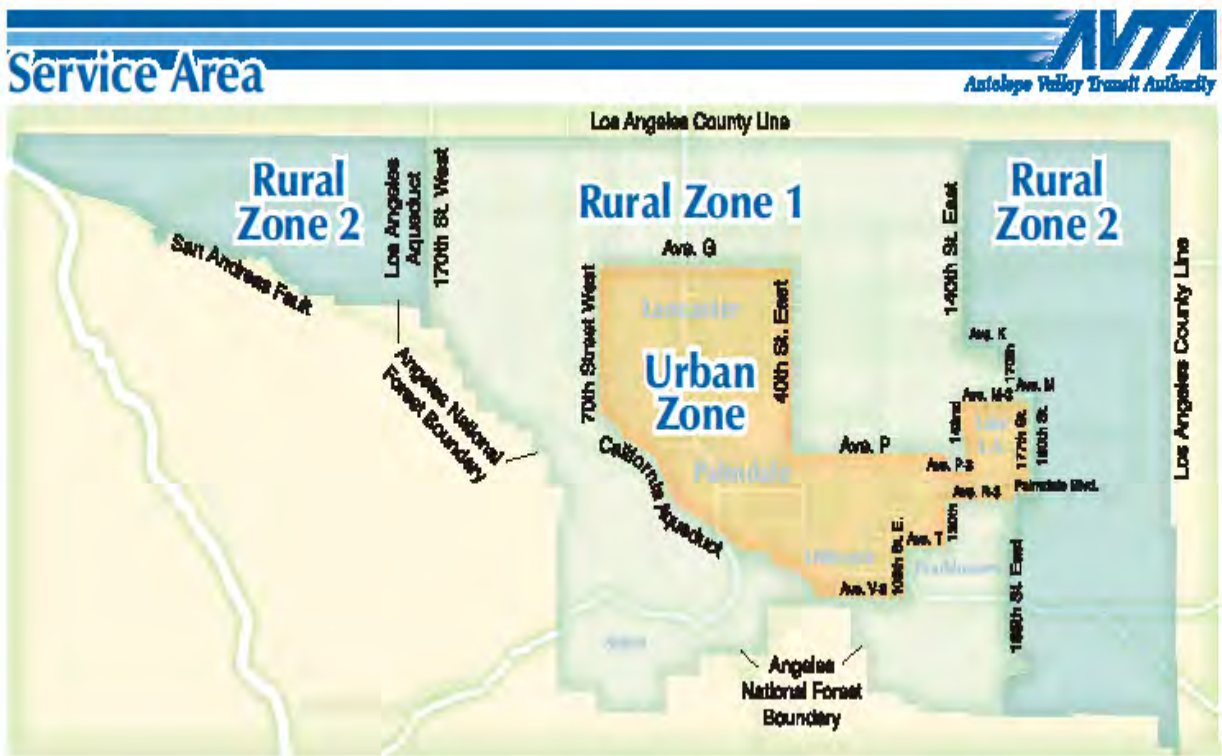


## APPENDIX A ANTELOPE VALLEY TRANSIT AUTHORITY ORGANIZATION CHART



APPENDIX B

ANTELOPE VALLEY TRANSIT AUTHORITY  
SERVICE AREA MAP



## APPENDIX C

### ANTELOPE VALLEY TRANSIT AUTHORITY COST ALLOCATION FORMULA

#### Commuter Bus Service

The capital and operational cost of the service will be allocated to each jurisdiction based on the percent ridership of each jurisdiction.

#### Local Fixed-Route Service

The capital and operational cost of the service will be allocated to each jurisdiction based on the percent revenue miles operated in each jurisdiction.

#### Paratransit and General Public Dial-A-Ride Service

The capital and operational cost of the service will be allocated to each jurisdiction based on the percent ridership of each jurisdiction.

#### Facilities

Capital and operational costs for operating facilities will be allocated based on the weighted average of the above service costs for each jurisdictional share.

#### Administration and Other

The administration and other costs provided to the Authority will be allocated based on the weighted average of the above service costs for each jurisdiction share.

#### Special Event Transportation Service

Jurisdictions requesting special event transportation service utilizing Authority-owned vehicles will pay the Authority an applicable per mile depreciation cost as well as the contractor's operational costs.

**STAFF REPORT**  
**City of Lancaster**

CC 5
03/26/19
JC

Date: March 26, 2019

To: Mayor Parris and City Council Members

From: Jeff Hogan, Development Services Director

Subject: **Funding Agreement with the Los Angeles County Metropolitan Transportation Authority – Medical Main Street (LAF9131)**

---

**Recommendation:**

Approve the Funding Agreement with the Los Angeles County Metropolitan Transportation Authority (LACMTA) for Proposition C Funds in the amount of \$5,262,742.00 for the Medical Main Street Project (Lancaster Health District); and authorize the City Manager, or his designee, to sign all documents.

**Fiscal Impact:**

\$7,667,828.00 is the required match in local funds; sufficient funds are budgeted for Fiscal Year 2019 and programmed in the Capital Improvement Budget for Fiscal Year 2021 (15ST058).

**Background:**

In partnership with Antelope Valley Hospital, the City identified the need to develop the Medical Main Street Planning area into a health care destination that promotes health and well-being for the entire Antelope Valley. To that end, the City submitted an infrastructure improvement project application to the Los Angeles County Metropolitan Transportation Authority's (LACMTA's) 2015 Call for Projects.

At the September 24, 2015, meeting, the LACMTA Board approved the project list and programmed funding for the 2015 Call for Projects, including LAF9131 Medical Main Street:

This project is located in the City of Lancaster between 12th Street West to the east, Avenue J to the north, 20th Street West and SR-14 to the west, and Avenue J-8 to the South. It will provide three to four roundabouts (pending traffic modeling) within the project area. It will also provide congestion relief and access to medical facilities by constructing two (2) miles of new roadway that will include shared bike lanes, sidewalks, curb extensions, drought tolerant landscaped parkway, and a separate jogging path along 17th Street West. Funds are requested for design, right-of-way and construction costs.

Total Project Cost .....	\$12,930,570.00
Recommended Funding .....	\$5,262,742.00
Local Match Commitment .....	\$7,667,828.00 (59.3% of revised project cost)

See Funding Agreement Attachments A and B for specific scope and project funding details.

MD:gb

**Attachment:**

Draft Funding Agreement



**CALL FOR PROJECTS  
PROPOSITION C  
FUNDING AGREEMENT**

This Funding Agreement ("Agreement") is dated for reference purposes only [Insert Processing Start Date], and is by and between the Los Angeles County Metropolitan Transportation Authority ("LACMTA") and [Insert Grantee Name] ("Grantee") for [Insert Board Approved Project Title] - LACMTA Call for Projects ID# [Insert #] and FTIP# [Insert #] (the "Project").

WHEREAS, as part of the [Insert Applicable Call Year] Call for Projects, the LACMTA Board of Directors, at its meeting on [Insert Board Meeting Date, not P&P Date], authorized a grant to Grantee, subject to the terms and conditions contained in this Agreement.

NOW, THEREFORE, the parties hereby agree as follows:

The terms and conditions of this Agreement consist of the following and each is incorporated by reference herein as if fully set forth herein:

1. Part I - Specific Terms of the Agreement
2. Part II - General Terms of the Agreement
3. Attachment A - Project Funding
4. Attachment B - Scope of Work
5. Attachment C - Reporting and Expenditure Guidelines
6. Attachment C1 - Quarterly Progress/Expenditure Report
7. Attachment D- Federal Transportation Improvement Program (FTIP) Sheet
8. Attachment E - Special Grant Conditions by the Technical Advisory Committee (TAC) or the Board, ITS Architecture Consistency Self-Certification Form, Signal Synchronization and Bus Speed Improvement Program Special Grant Conditions, Special Audit Conditions (LA County Only), [PLEASE REMOVE IF NOT APPLICABLE; ANY OTHER ATTACHMENT SHOULD BEGIN WITH F]
9. Any other attachments or documents referenced in the above documents

In the event of a conflict, the Special Grant Conditions, if any, shall prevail over the Specific Terms of the Agreement and any attachments and the Specific Terms of the Agreement shall prevail over the General Terms of the Agreement.

FTIP#: \_\_\_\_\_  
PPNO \_\_\_\_\_ (If applicable)

CFP# F \_\_\_\_\_  
FA.P00F \_\_\_\_\_

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the dates indicated below:

LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Arthur T. Leahy  
Chief Executive Officer

APPROVED AS TO FORM:

JOHN F. KRATTLI  
County Counsel

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Deputy

GRANTEE:

[INSERT GRANTEE NAME]

By: \_\_\_\_\_ Date: \_\_\_\_\_  
[INSERT NAME]  
[Insert Title]

APPROVED AS TO FORM (OPTIONAL):

[INSERT GRANTEE'S LEGAL COUNSEL'S SIGNATURE BLOCK IF APPROPRIATE]

By: \_\_\_\_\_ Date: \_\_\_\_\_



**PART I**  
**SPECIFIC TERMS OF THE AGREEMENT**

1. Title of the Project (the "Project"): [Insert Board Approved Project Title]. LACMTA Call for Projects ID# [Insert #], FTIP # [Insert #].
2. To the extent the Funds are available, LACMTA shall make to Grantee a one-time grant of the Proposition C \_\_\_\_\_% funds in the amount of \$[Insert Grant Amount] (the "Funds") for the Project in accordance with the terms of this Agreement. LACMTA Board of Directors' action of [Insert Board Meeting Date, not P&P Date], granted the Funds to Grantee for the Project. The Funds are programmed over [Insert # of Years Funds Granted] years, Fiscal Years (FY) [201\_-1\_; 201\_-1\_. Insert Fiscal Years Funds Granted, REMOVE REST OF PARAGRAPH IF ONLY ONE YEAR]. LACMTA Board of Directors' action approved Funds for FY [201\_-1\_ Insert Appropriate Fiscal Year] only in the amount of \$[Insert Amount of First Fiscal Year Funding]. LACMTA Board of Directors' action will be required annually to approve Funds for each subsequent Fiscal Year prior to those Funds being allocated to Grantee.
3. The "Project Funding" documents all sources of funds programmed for the Project as approved by LACMTA and is attached as **Attachment A**. The Project Funding includes the total programmed budget for the Project, including the Funds granted by LACMTA and Grantee's local match requirement (the "Grantee Funding Commitment"). The Project Funding also includes the fiscal years in which all the funds for the Project are programmed.
4. Grantee shall complete the Project as described in the "Scope of Work." The Scope of Work for the Project is attached to this Agreement as **Attachment B**. The Scope of Work includes a description of the Project, a detailed description of the work to be completed by Grantee including, without limitation, Project milestones consistent with the lapsing policy, and a set schedule. Work shall be delivered in accordance with that schedule unless otherwise agreed to by the parties in writing. If a Grantee is consistently behind schedule in meeting milestones or in delivering the Project, then LACMTA will have the option to terminate this Agreement for default as described in Part II, Section 9.
5. Eligible Project expenses are defined in the Reporting and Expenditure Guidelines (**Attachment C**). The form of the Quarterly Progress/Expenditure Report is attached as **Attachment C-1**. LACMTA will withhold [Insert 'ten percent (10%)' if Grant Amount is \$1 Million or under]. [Insert 'five percent (5%)' if Grant Amount is over \$1 Million] of eligible expenditures per invoice as retainage pending an audit of expenditures and completion of the Scope of Work.
6. The "FTIP PROJECT SHEET (PDF)" is attached as **Attachment D** and is required to ensure that the Project is programmed correctly in the most up-to-date FTIP document. The FTIP PROJECT SHEET (PDF) can be found in ProgramMetro FTIP database under the reports section at <https://program.metro.net>. All projects that receive funding through the LACMTA Call for Projects must be programmed into the FTIP which includes locally funded regionally significant projects for information and air quality modeling purposes. Grantee shall review the Project in ProgramMetro each year and update or correct the Project as necessary during a

scheduled FTIP amendment or adoption to be consistent with the terms of this Agreement, as amended from time to time. Grantee will be notified of amendments and adoptions to the FTIP via e-mail. Changes to the FTIP through ProgramMetro should be made as soon as possible after Grantee is aware of any changes to the Project, but no later than October 1 of the year the change or update is effective. Should Grantee fail to meet this date, it may affect Grantee's ability to access funding, delay the Project and may ultimately result in the Funds being lapsed. LACMTA shall review and approve any changes Grantee makes to the FTIP prior to incorporating such changes in to the TIP.

7. Amendments to this Agreement shall be in writing executed by the parties. No changes to the (i) grant amount, (ii) Project Funding, (iii) the Scope of Work, or (iv) the lapse date of the Funds shall be allowed without a written amendment to this Agreement, approved and signed by the LACMTA Chief Executive Officer or his/her designee and Grantee.

8. Notice will be given to the parties at the address specified below unless otherwise notified in writing of change of address. Any notice required or permitted to be delivered hereunder shall be deemed to be delivered upon receipt by the correct address by United States mail, postage prepaid, certified or registered mail, return receipt requested, or by Federal Express or other reputable overnight delivery service addressed to the parties hereto as follows:

LACMTA's Address:

Los Angeles County Metropolitan Transportation Authority  
One Gateway Plaza  
Los Angeles, CA 90012  
Attention: [Insert LACMTA Project Manager Name; Mail Stop 99-\_\_-\_\_]  
Email: [Insert Email Address]

Grantee's Address:

[Insert Grantee Name]  
[Insert Grantee Address]  
[Insert Responsible Staff Person Name]  
Email: [Insert Email Address]

9. MAINTENANCE OF EFFORT -- MOE

On September 26, 2002, the LACMTA Board of Directors required that prior to receiving Proposition C 10% or 25% grant funds through the Call for Projects, Grantee must meet a Maintenance of Effort (MOE) requirement consistent with the State of California's MOE as determined by the State Controller's office. With regard to enforcing the MOE, LACMTA will follow the State of California's MOE requirement, including, without limitation, suspension and re-implementation.

10. [For Los Angeles County only, delete if not applicable]: In addition to the audit requirement contained in Part II, Section 5, Grantee shall comply with the Special Audit requirements set forth in Attachment E. [PLEASE REMOVE IF NOT APPLICABLE.]

**PART II**  
**GENERAL TERMS OF THE AGREEMENT**

1. **TERM:**

1.1 The term of this Agreement shall commence on the date this Agreement is fully executed and, shall expire upon the occurrence of all of the following, unless terminated earlier as provided herein: (i) the agreed upon Scope of Work has been completed; (ii) all LACMTA audit and reporting requirements have been satisfied; and (iii) the final disbursement of the Funds has been made to Grantee. The parties understand and agree there are certain covenants and agreements which specifically remain in effect after expiration or termination of this Agreement.

1.2 Should LACMTA determine there are insufficient Funds available for the Project; LACMTA may terminate this Agreement by giving written notice to Grantee at least thirty (30) days in advance of the effective date of such termination. If this Agreement is terminated pursuant to this section, LACMTA will not reimburse Grantee any costs incurred after the effective date of such termination, except those necessary to return any facilities modified by the Project's construction to a safe state. LACMTA's share of these costs will be in equal proportion of the grant to Grantee Funding Commitment ratio.

2. **INVOICE BY GRANTEE:** Unless otherwise stated in this Agreement, the Quarterly Progress/Expenditure Report, with supporting documentation of expenses and Project progress as described in Part II, Section 4.1 of this Agreement, and other documents as required by LACMTA, shall satisfy LACMTA invoicing requirements.

Send invoice with supporting documentation to:  
**Los Angeles County Metropolitan Transportation Authority**  
**Accounts Payable**  
**P. O. Box 512296**  
**Los Angeles, CA 90051-0296**

Re: LACMTA Project ID# [Insert #] and FA# FA.P00F[Insert #]  
[Insert LACMTA Project Manager Name; Mail Stop 99-\_\_-\_\_]

3. **USE OF FUNDS:**

3.1 Grantee shall utilize the Funds to complete the Project as described in the Scope of Work and in accordance with the Reporting and Expenditure Guidelines and the most recently adopted LACMTA Proposition C Guidelines for the type of Proposition C funds granted by LACMTA hereunder (the "Guidelines").

3.2 Grantee shall not use the Funds to substitute for any other funds or projects not specified in this Agreement. Further, Grantee shall not use the Funds for any expenses or activities beyond the approved Scope of Work (**Attachment B**).

3.3 Grantee must use the Funds in the most cost-effective manner. If Grantee intends to use a consultant or contractor to implement all or part of the Project, LACMTA requires that such activities be procured in accordance with Grantee's contracting procedures and consistent with State law. Grantee will also use the Funds in the most cost-effective manner when the Funds are used to pay "in-house" staff time. This effective use of funds provision will be verified by LACMTA through on-going Project monitoring and through any LACMTA interim and final audits.

3.4 Grantee's employee, officers, councilmembers, board member, agents, or consultants (a "Grantee Party") are prohibited from participating in the selection, award, or administration of a third-party contract or sub-agreement supported by the Funds if a real or apparent conflict of interest would be involved. A conflict of interest would include, without limitation, an organizational conflict of interest or when any of the following parties has a financial or other interest in any entity selected for award: (a) a Grantee Party (b) any member of a Grantee Party's immediate family, (c) a partner of a Grantee Party; (d) any organization that employs or intends to employ any of the above. This conflict of interest provision will be verified by LACMTA through on-going Project monitoring and through any LACMTA interim and final audits.

3.5 If the Project requires the implementation of an Intelligent Transportation Systems ("ITS") project, Grantee shall ensure the Project is consistent with the Regional ITS Architecture. ITS projects must comply with the LACMTA Countywide ITS Policy and Procedures adopted by the LACMTA Board of Directors including the submittal of a completed, signed self-certification form. For the ITS policy and form, see [http://www.metro.net/projects/call\\_projects/](http://www.metro.net/projects/call_projects/).

3.6 If any parking facilities are designed and/or constructed using the Funds, Grantee shall coordinate with LACMTA parking program staff (see METRO.net for staff listing) in the planning, design and management of the facility and shall ensure that its implementation is consistent with the LACMTA adopted parking policy. For the parking policy, see [http://www.metro.net/projects/call\\_projects/](http://www.metro.net/projects/call_projects/).

3.7 Grantee is obligated to continue using the Project consistent with the public transportation purposes for which the Project was approved. The Project right-of-way and real property purchased to implement the Project shall remain dedicated to public transportation use. The obligations set forth in this section shall survive termination of this Agreement.

3.8 If Grantee desires to use the Funds to purchase or lease equipment including, without limitation, vehicles, office equipment, computer hardware or software, or other personal property ("Equipment") necessary to perform or provide the services set forth in the Scope of Work, Grantee must obtain LACMTA's written consent prior to purchasing or leasing any Equipment. Equipment purchased or leased without such prior written consent shall be deemed an unallowable expenditure of the Funds. Equipment acquired as part of the Project shall be dedicated to that Project use for their full economic life cycle, including any extensions of that life cycle achieved by reconstruction, rehabilitation, or enhancements.

3.9 If an Equipment ceases to be used for the proper use as originally stated in the Scope of Work, Grantee will be required to return to LACMTA the Funds used to purchase or lease such Equipment in proportion to the useful life remaining and in equal proportion of the Funds to Grantee Funding Commitment ratio. The obligations set forth in this section shall survive termination of this Agreement.

3.10 If any software is developed with the Funds and if Grantee ceases to use the software for public purposes or Grantee sells, conveys, licenses or otherwise transfers the software, LACMTA shall be entitled to a refund or credit, at LACMTA's sole option, equivalent to the amount of the Funds spent developing the software. Such refund or credit shall not be required, subject to LACMTA approval of the intended use, if Grantee reinvests the proceeds of such sale, conveyance, license or transfer into the Project to offset operating or systems management costs. The obligations set forth in this section shall survive termination of this Agreement.

3.11 If any Project facilities or any real property purchased to implement the Project is no longer used or is no longer needed for the Project, including construction easements or excess property, Grantee will be required to return to LACMTA the Funds used to design, construct or acquire such Project facilities or real property in equal proportion of the grant to Grantee Funding Commitment ratio. The obligations set forth in this section shall survive termination of this Agreement.

3.12 If Grantee desires to use any Project facility or any real property purchased to implement the Project to generate revenue, Grantee shall first obtain LACMTA's written consent prior to entering into any such revenue generating arrangement. Grantee shall provide LACMTA with the applicable information regarding the transaction, including without limitation, the property at issue, the proposed use of the property, the amount of revenue, any impact to the Project and the proposed use of the revenue. LACMTA consent may be conditioned on whether bond funds were used, and how Grantee plans to use the revenue, including, without limitation, sharing any net revenues with LACMTA. If Grantee fails to obtain MTA's prior written consent, Grantee shall be considered in default and LACMTA shall have all rights and remedies available at law or in equity, including, without limitation the return of the Funds to cover the cost of the property in question. The obligations set forth in this section shall survive termination of this Agreement.

3.13 Grantee understands that this Agreement does not provide any rights for Grantee to use LACMTA real property needed for the Project. If the Project requires use of LACMTA Property, Grantee will need to enter into a separate agreement with LACMTA in accordance with LACMTA real property policies and procedures. Nothing in this Agreement obligates LACMTA to provide Grantee with any real estate right.

#### 4. **DISBURSEMENT OF FUNDS:**

4.1 Grantee shall submit the Quarterly Progress/Expenditure Report (Attachment C1) within 60 days after the close of each quarter on the last day of the months November, February, May and August. Should Grantee fail to submit such reports within 10 days of the due date and/or Grantee submits incomplete reports, LACMTA will not reimburse

Grantee until the completed required reports are received, reviewed, approved. The Quarterly Progress/Expenditure Report shall include all supporting documentation (such as contractor invoices, timesheets, receipts, etc.) with a clear justification and explanation of their relevance to the Project for reimbursement. If no activity has occurred during a particular quarter, Grantee will still be required to submit the Quarterly Progress/Expenditure Report indicating no dollars were expended that quarter. If a request for reimbursement exceeds \$500,000 in a single month, then Grantee can submit such an invoice once per month with supporting documentation.

4.2 Disbursements shall be made on a reimbursement basis in accordance with the provisions of this Agreement.

4.3 LACMTA will make all disbursements electronically unless an exception is requested in writing. Disbursements via Automated Clearing House (ACH) will be made at no cost to Grantee. Grantee must complete the ACH form and submit such form to LACMTA before grant payments can be made. ACH Request Forms can be found at [http://www.metro.net/projects/call\\_projects/call\\_projects-reference-documents/](http://www.metro.net/projects/call_projects/call_projects-reference-documents/).

4.4 Grantee must provide detailed supporting documentation with its Quarterly Progress/Expenditure Report.

4.5 Grantee shall demonstrate that the Grantee Funding Commitment has been spent in direct proportion to the Funds invoiced with each quarter's expenditures.

4.6 Expenses that are not invoiced within 60 days after the lapsing date specified in Part II, Section 8.1 below are not eligible for reimbursement.

4.7 Any Funds expended by Grantee prior to the execution of this Agreement by the LACMTA Chief Executive Officer shall not be reimbursed nor shall they be credited toward the Grantee Funding Commitment requirement, without the prior written consent of LACMTA. Grantee Funding Commitment dollars expended prior to the year the Funds are awarded shall be spent at Grantee's own risk.

## 5. AUDIT REQUIREMENTS/PAYMENT ADJUSTMENTS:

5.1 LACMTA, and/or its designee, shall have the right to conduct audits of the Project, as deemed appropriate, such as financial and compliance audits; interim audits; pre-award audits, performance audits and final audits. LACMTA will commence a final audit within nine months of receipt of an acceptable final invoice, provided the Project is ready for final audit (meaning all costs and charges have been paid by Grantee and invoiced to LACMTA, and such costs, charges and invoices are properly documented and summarized in the accounting records to enable an audit without further explanation or summarization including actual indirect rates for the period under review). Grantee agrees to establish and maintain proper accounting procedures and cash management records and documents in accordance with Generally Accepted Accounting Principles (GAAP). Grantee shall reimburse LACMTA for any expenditure not in compliance with this Agreement and the Guidelines. Grantee's eligible expenditures submitted to LACMTA for this Project shall be in compliance



with the Reporting and Expenditure Guidelines (**Attachment C**) and 2 CFR Part 225. The allowability of costs for Grantee's contractors, consultants and suppliers submitted to LACMTA through Recipient's Quarterly Progress Reports/Expenditures shall be in compliance with 2 CFR Part 225 or Federal Acquisition Regulations, Subpart 31 (FAR), whichever is applicable. Any use of the Funds which is expressly prohibited under this Agreement shall be an ineligible use of the Funds and may be disallowed by LACMTA audit. Findings of the LACMTA audit are final. When LACMTA audit findings require Grantee to return monies to LACMTA, Grantee shall return such monies within thirty (30) days after the final audit is sent to Grantee.

5.2 Grantee's records shall include, without limitation, accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files (including documentation covering negotiated settlements), invoices, and any other supporting evidence deemed necessary by LACMTA to substantiate charges related to the Project (all collectively referred to as "records") shall be open to inspection and subject to audit and reproduction by LACMTA auditors or authorized representatives to the extent deemed necessary by LACMTA to adequately permit evaluation of expended costs. Such records subject to audit shall also include, without limitation, those records deemed necessary by LACMTA to evaluate and verify, direct and indirect costs, (including overhead allocations) as they may apply to costs associated with the Project. These records must be retained by Grantee for three years following final payment under this Agreement. Payment of retention amounts shall not occur until after the LACMTA's final audit is completed.

5.3 Grantee shall cause all contractors to comply with the requirements of Part II, Sections 5.1 and 5.2 above. Grantee shall cause all contractors to cooperate fully in furnishing or in making available to LACMTA all records deemed necessary by LACMTA auditors or authorized representatives related to the Project.

5.4 LACMTA or any of its duly authorized representatives, upon reasonable written notice shall be afforded access to all of the records of Grantee and its contractors related to the Project, and shall be allowed to interview any employee of Grantee and its contractors through final payment to the extent reasonably practicable.

5.5 LACMTA or any of its duly authorized representatives, upon reasonable written notice, shall have access to the offices of Grantee and its contractors, shall have access to all necessary records, including reproduction at no charge to LACMTA, and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the terms and conditions of this Agreement.

5.6 In addition to LACMTA's other remedies as provided in this Agreement, LACMTA shall withhold the Funds and/or recommend not to award future Call for Projects grants to Grantee if the LACMTA audit has determined that Grantee failed to comply with the Scope of Work (such as misusing Funds or failure to return Funds owed to LACMTA in accordance with LACMTA audit findings) and/or is severely out of compliance with other terms and conditions as defined by this Agreement and the Guidelines, including the access to records provisions of Part II, Section 5.

5.7 When business travel associated with the Project requires use of a vehicle, the mileage incurred shall be reimbursed at the mileage rates set by the Internal Revenue Service, as indicated in the United States General Services Administration Federal Travel Regulation, Privately Owned Vehicle Reimbursement Rates.

5.8 Grantee shall certify monthly invoices by reviewing all contractor and subcontractor costs and maintaining internal control to ensure that all expenditures are allocable, allowable and reasonable and in accordance with 2 CFR Part 225 or FAR Subpart 31 (whichever is applicable) and the terms and conditions of this Agreement.

5.9 Grantee shall also certify final costs of the Project to ensure all costs are in compliance with 2 CFR Part 225 or FAR Subpart 31 (whichever is applicable) and the terms and conditions of this Agreement.

5.10 Whenever possible, in exercising its audit rights under this Agreement, LACMTA shall rely on Grantee's own records and audit work to minimize direct audit of contractors, consultants, and suppliers.

6. **ONE TIME GRANT:** This is a one time only grant subject to the terms and conditions agreed to herein and in the Guidelines. This grant does not imply nor obligate any future funding commitment on the part of LACMTA.

7. **SOURCES AND DISPOSITION OF FUNDS:**

7.1 The obligation for LACMTA to grant the Funds for the Project is subject to sufficient Funds being made available for the Project by the LACMTA Board of Directors. If such Funds are not made available for the Project, LACMTA shall have no obligation to provide the Funds for the Project, unless otherwise agreed to in writing by LACMTA.

7.2 Grantee shall fully fund and contribute the Grantee Funding Commitment, as identified in the Project Funding (**Attachment A**), towards the cost of the Project. If the Funds identified in **Attachment A** are insufficient to complete the Project, Grantee agrees to secure and provide such additional non-LACMTA programmed funds necessary to complete the Project.

7.3 Grantee shall be responsible for any and all cost overruns for the Project.

7.4 At any time, if Grantee receives outside funding for the Project in addition to the Funds identified in the Project Funding at the time this grant was awarded, this Agreement shall be amended to reflect such additional funding. If, at the time of final voucher, funding for the Project (including the Funds, Grantee Funding Commitment, and any additional funding) exceeds the actual Project costs, then the cost savings shall be applied in the same proportion as the sources of funds from each party to this Agreement as specified in the Project Funding and both the Funds and Grantee Funding Commitment required for the Project shall be reduced accordingly.



8. **TIMELY USE OF FUNDS / REPROGRAMMING OF FUNDS:**

8.1 Grantee must demonstrate timely use of the Funds by:

- (i) executing this Agreement within ninety (90) days of receiving formal transmittal of the Agreement from LACMTA, or by December 31 of the first Fiscal Year in which the Funds are programmed, whichever date is later; and
- (ii) meeting the Project milestones due dates as agreed upon by the LACMTA and Grantee in **Attachment B** (Scope of Work) of this Agreement. Contracts for construction or capital purchase shall be executed within nine (9) months from the date of completion of design. Project design (preliminary engineering) must begin within six (6) months from the identified milestone start date. Funds programmed by LACMTA for Project development or right-of-way costs must be expended by the end of the second fiscal year following the year the Funds were first programmed; and
- (iii) submitting the Quarterly Progress/Expenditure Report as described in Part II, Section 4.1 of this Agreement; and
- (iv) expending the Funds granted under this Agreement for allowable costs by the stated lapse date. All Funds programmed for **[FY 201\_ -1\_ Insert Year of Programmed Funds]** are subject to lapse by June 30, 201\_ . **[Repeat last sentence as needed for each programmed year.]**

8.2 In the event that the timely use of the Funds is not demonstrated as described in Part II, Section 8.1 of this Agreement, the Project will be reevaluated by LACMTA as part of its annual Call for Projects Recertification/Deobligation process and the Funds may be deobligated and reprogrammed to another project by the LACMTA Board of Directors. If Grantee does not complete one element of the Project, as described in the FTIP Project Sheet, due to all or a portion of the Funds lapsing, the entire Project may be subject to deobligation at LACMTA's sole discretion. In the event that all the Funds are reprogrammed, this Agreement shall automatically terminate.

9. **DEFAULT:** A Default under this Agreement is defined as any one or more of the following: (i) Grantee fails to comply with the terms and conditions contained herein or in the Guidelines; (ii) Grantee is consistently behind schedule in meeting milestones or in delivering the Project; or (iii) Grantee fails to perform satisfactorily or makes a material change, as determined by LACMTA at its sole discretion, to the Financial Plan, the Scope of Work, or the Project Funding without LACMTA's prior written consent or approval as provided herein.

10. **REMEDIES:**

10.1 In the event of a Default by Grantee, LACMTA shall provide written notice of such Default to Grantee with a 30-day period to cure the Default. In the event Grantee

fails to cure the Default, or commit to cure the Default and commence the same within such 30-day period to the satisfaction of LACMTA, LACMTA shall have the following remedies: (i) LACMTA may terminate this Agreement; (ii) LACMTA may make no further disbursements of Funds to Grantee; and/or (iii) LACMTA may recover from Grantee any Funds disbursed to Grantee as allowed by law or in equity.

10.2 Effective upon receipt of written notice of termination from LACMTA pursuant to Section 10.1, Grantee shall not undertake any new work or obligation with respect to this Agreement unless so directed by LACMTA in writing. Any Funds expended after termination shall be the sole responsibility of Grantee.

10.3 The remedies described herein are non-exclusive. LACMTA shall have the right to enforce any and all rights and remedies herein or which may be now or hereafter available at law or in equity.

## 11. COMMUNICATIONS:

11.1 Grantee shall ensure that all Communication Materials contain recognition of LACMTA's contribution to the Project as more particularly set forth in "Funding Agreement Communications Materials Guidelines" available on line or from the LACMTA Project Manager. Please check with the LACMTA Project Manager for the web address. The Funding Agreement Communications Materials Guidelines may be changed from time to time during the course of this Agreement. Grantee shall be responsible for complying with the latest Funding Agreement Communications Materials Guidelines during the term of this Agreement, unless otherwise specifically authorized in writing by the LACMTA Chief Communications Officer.

11.2 For purposes of this Agreement, "Communications Materials" include, but are not limited to, press events, public and external newsletters, printed materials, advertising, websites radio and public service announcements, electronic media, and construction site signage. A more detailed definition of "Communications Materials" is found in the Funding Agreement Communications Materials Guidelines.

11.3 The Metro logo is a trademarked item that shall be reproduced and displayed in accordance with specific graphic guidelines. These guidelines and logo files including scalable vector files will be available through the LACMTA Project Manager.

11.4 Grantee shall ensure that any subcontractor, including, but not limited to, public relations, public affairs, and/or marketing firms hired to produce Project Communications Materials for public and external purposes will comply with the requirements contained in this Section.

11.5 The LACMTA Project Manager shall be responsible for monitoring Grantee compliance with the terms and conditions of this Section. Grantee failure to comply with the terms of this Section shall be deemed a default hereunder and LACMTA shall have all rights and remedies set forth herein.

## 12. OTHER TERMS AND CONDITIONS:

12.1 This Agreement, along with its Attachments and the Guidelines, constitutes the entire understanding between the parties, with respect to the subject matter herein. The Agreement shall not be amended, nor any provisions or breach hereof waived, except in writing signed by the parties who agreed to the original Agreement or the same level of authority. Adoption of revisions or supplements to the Guidelines shall cause such revisions or supplements to become incorporated automatically into this Agreement as though fully set forth herein.

12.2 In the event that there is any court (proceeding between the parties to enforce or interpret this Agreement, to protect or establish any rights or remedies hereunder, the prevailing party shall be entitled to its costs and expenses, including reasonable attorney's fees.

12.3 Neither LACMTA nor any subsidiary or their respective directors, officers, agents, or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or committed to be done by Grantee under or in connection with any work performed by or service provided by Grantee, its officers, agents, employees, contractors and subcontractors under this Agreement. Grantee shall fully indemnify, defend (with counsel approved by LACMTA) and hold LACMTA, and its subsidiaries and their respective directors, officers, agents and employees harmless from and against any suits and causes of actions, claims, losses, liability, damages, costs and expenses, including without limitation, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of property, any environmental obligation, and any legal fees in any way arising out of acts or omissions to act related to the Project or this Agreement, without requirement that LACMTA first pay such claim. The obligations set forth in this section shall survive termination of this Agreement.

12.4 Neither party hereto shall be considered in default in the performance of its obligation hereunder to the extent that the performance of any such obligation is prevented or delayed by unforeseen causes including acts of God, acts of a public enemy, and government acts beyond the control and without fault or negligence of the affected party. Each party hereto shall give notice promptly to the other of the nature and extent of any such circumstances claimed to delay, hinder, or prevent performance of any obligations under this Agreement.

12.5 Grantee shall comply with and insure that work performed under this Agreement is done in compliance with Generally Accepted Accounting Principles (GAAP), all applicable provisions of federal, state, and local laws, statutes, ordinances, rules, regulations, and procedural requirements including Federal Acquisition Regulations (FAR), and the applicable requirements and regulations of LACMTA. Grantee acknowledges responsibility for obtaining copies of and complying with the terms of the most recent federal, state, or local laws and regulations, and LACMTA requirements including any amendments thereto.

12.6 Grantee agrees that those sections of this Agreement marked with an asterisk shall be included in every contract entered into by Grantee or its contractors relating to

work performed under this Agreement and LACMTA shall have the right to review and audit such contracts.

12.7 Grantee shall not assign this Agreement, or any part thereof, without prior approval of the LACMTA Chief Executive Officer or his designee, and any assignment without said consent shall be void and unenforceable at the option of LACMTA.

12.8 This Agreement shall be governed by California law. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

12.9 The covenants and agreements of this Agreement shall inure to the benefit of, and shall be binding upon, each of the parties and their respective successors and assigns.

12.10 Grantee will advise LACMTA prior to any key Project staffing changes.

12.11 Grantee in the performance of the work described in this Agreement is not a contractor nor an agent or employee of LACMTA. Grantee attests to no organizational or personal conflicts of interest and agrees to notify LACMTA immediately in the event that a conflict, or the appearance thereof, arises. Grantee shall not represent itself as an agent or employee of LACMTA and shall have no powers to bind LACMTA in contract or otherwise.



## ATTACHMENT B

# SCOPE OF WORK

### PROJECT TITLE

Medical Main Street

### PROJECT LIMITS

The Medical Main Street project area is bounded by 13<sup>th</sup> Street West on the east, Avenue J on the north, 20<sup>th</sup> Street West on the west, and SR-14 and Avenue J-8 on the south.

### PROJECT DESCRIPTION

This project will construct two (2) miles of new roadway to alleviate burden to the existing arterial network, whilst providing necessary access to existing and proposed medical facilities as part of the Medical Main Street Planning area. New roadways include extensions of 13<sup>th</sup> Street West and 17<sup>th</sup> Street West and construction of Avenue J-3, Unnamed Street (south of Home Depot between 20<sup>th</sup> Street West and 17<sup>th</sup> Street West), and Avenue J-5.

In addition to the new roadways listed above, the project includes:

- Intersection Improvements
  - Avenue J and 15<sup>th</sup> Street West
  - Avenue J and 17<sup>th</sup> Street West
  - Avenue J and 20<sup>th</sup> Street West
  - Avenue J-3 at existing hospital traffic circle
  - Avenue J-3 and 15<sup>th</sup> Street West
  - Avenue J-3 and 17<sup>th</sup> street West
  - Avenue J-3 and 20<sup>th</sup> Street West
  - Unnamed Street (south of Home Depot) and 17<sup>th</sup> Street West
  - Unnamed Street (south of Home Depot) and 20<sup>th</sup> West
  - Avenue J-5 and 12<sup>th</sup> Street West
  - Avenue J-5 and 13<sup>th</sup> Street West
  - Avenue J-5 and 15<sup>th</sup> Street West
  - Avenue J-8 and 12<sup>th</sup> Street West
  - Avenue J-8 and 13<sup>th</sup> Street West
  - Avenue J-8 and 15<sup>th</sup> Street West
  - Avenue J-8 and 17<sup>th</sup> Street West
  - Avenue J-8 and 20<sup>th</sup> Street West

- Shared Bike Paths
  - Avenue J-3(approx. 0.6 miles)
  - Unnamed Street (south of Home Depot, approx. 0.25 miles)
  - Avenue J-5 (approx. 0.25 miles)
- New 6-foot-wide Sidewalks (approx. 200,400 SF) and Street Lights (approx. 100) on all streets within the project area and sidewalk/pathway to connect Antelope Valley Hospital with the City of Hope Facility
- Jogging Path (8 feet wide) on 17<sup>th</sup> Street West from Avenue J to Avenue J-8
- Approx. 700, 000 SF of Rehabilitation, Restoration and Resurfacing (3R) Improvements
  - Avenue J, 20<sup>th</sup> Street West to 13<sup>th</sup> Street West
  - 15<sup>th</sup> Street West, Avenue J to Avenue J-8
  - Avenue J-8, 20<sup>th</sup> Street West to 12<sup>th</sup> street West
- Complete Streets Features
  - Curb extensions and bulb-outs
  - Sidewalks and Pathways
  - Shared bike paths
  - Jogging Path
  - ADA Accessibility throughout
  - Short Term Bicycle Parking at Antelope Valley Hospital and at other facilities
- Transit Access Amenities
  - Bus Turnouts
  - New Lighted Shelters
  - New Stops

**PROJECT BUDGET**

<b>Project Component</b>	<b>LACMTA</b>	<b>Local</b>	<b>Amount</b>
Design and PS&E	413,957	414,442	828,399
Right-of-Way Acquisition	355,638	356,057	711,695
Utility Relocation	197,353	285,348	482,701
Construction Engineering	517,445	518,053	1,035,498
Construction	3,778,349	6,093,928	9,872,277
<b>Total Budget</b>	<b>5,262,742</b>	<b>7,667,828</b>	<b>12,930,570</b>

**PROJECT MILESTONES**

Milestone	Start Date	Completion Date
Preliminary Engineering	04/018/19	06/14/2019
Environmental Documentation Approval	06/17/2019	09/20/2019
Design (60%)	07/01/2019	11/01/2019
Right-of-Way Acquisition/Certification	09/20/2019	03/20/2020
Design (90%)	11/04/2019	01/10/2019
Design (100%)	01/13/2020	02/21/2020
Advertise	03/08/2020	03/08/2020
Contract Award	06/09/2020	06/09/2020
Construction	07/06/2020	03/05/2021
Acceptance/Project Close-out	03/06/2021	06/04/2021

**PROJECT MAP**





# FA ATTACHMENT C

## REPORTING & EXPENDITURE GUIDELINES

### REPORTING PROCEDURES

- Quarterly Progress/Expenditure Report (**Attachment C1**) is required for all projects. The Grantee shall be subject to and comply with all applicable requirements of the funding agency regarding project-reporting requirements. In addition, Grantee will submit a quarterly report to the LACMTA at **P.O. Box 512296, Los Angeles, CA 90051-0296**. Please note that letters or other forms of documentation may **not** be substituted for this form.
- The Quarterly Progress/Expenditure Report covers all activities related to the project and lists all costs incurred. It is essential that Grantee provide complete and adequate response to all the questions. The expenses listed must be supported by appropriate documentation with a clear explanation of the purpose and relevance of each expense to the project. Expenses must reflect the proportionate share of local match, including in-kind, charged to the grant.
- In cases where there are no activities to report, or problems causing delays, clear explanation, including actions to remedy the situation, must be provided.
- Grantees are required to track and report on the project schedule. LACMTA will monitor the timely use of funds and delivery of projects. Project delay, if any, must be reported each quarter. Projects not delivered in a timely manner will be reevaluated by LACMTA as part of the annual Call for Projects Recertification process and the Funds may be deobligated and reprogrammed by the LACMTA Board.
- The Quarterly Progress/Expenditure Report is due to the LACMTA as soon as possible after the close of each quarter, but no later than the following dates for each fiscal year:

<i>Quarter</i>	<i>Report Due Date</i>
July -September	November 30
October - December	February 28
January - March	May 31
April - June	August 31

Upon completion of the Project a final report that includes project’s final evaluation must be submitted.

## EXPENDITURE GUIDELINES

- Any activity or expense charged above and beyond the approved Scope-of-Work (FA Attachment B) **is considered ineligible** and will not be reimbursed by the LACMTA unless **prior written authorization** has been granted by the LACMTA Chief Executive Officer or his designee.
- Any expense charged to the grant or local match, including in-kind, must be clearly and directly related to the project.
- Any activity or expense charged as local match cannot be applied to any other LACMTA-funded or non-LACMTA-funded projects; activities or expenses related to a previously funded project cannot be used as local match for the current project.
- Administrative cost is the ongoing expense incurred by the Grantee for the duration of the project and for the direct benefit of the project as specified in the Scope-of-Work (Attachment B). Examples of administrative costs are personnel, office supplies, and equipment. As a condition for eligibility, all costs must be necessary for maintaining, monitoring, coordinating, reporting and budgeting of the project. Additionally, expenses must be reasonable and appropriate to the activities related to the project.
- LACMTA is not responsible for, and will not reimburse any costs incurred by the Grantee prior to the execution of the FA, unless **written authorization** has been granted by the LACMTA Chief Executive Officer or her designee.
- The FA is considered executed when the LACMTA Chief Executive Officer or her designee signs the document.

## DEFINITIONS

- Local Participation: Where local participation consists of “in-kind” contributions rather than funds, the following contributions may be included:
  - Costs incurred by a local jurisdiction to successfully complete the project. Examples include engineering, design, rights-of-way purchase, and construction management costs.
  - Donations of land, building space, supplies, equipment, loaned equipment, or loaned building space dedicated to the project.
  - Donations of volunteer services dedicated to the project.
  - A third-party contribution of services, land, building space, supplies or equipment dedicated to the project.
- Allowable Cost: To be allowable, costs must be reasonable, recognized as ordinary and necessary, consistent with established practices of the organization, and consistent with industry standard of pay for work classification.

- Excessive Cost: Any expense deemed “excessive” by LACMTA staff would be adjusted to reflect a “reasonable and customary” level. For detail definition of “reasonable cost”, please refer to the Federal Register *OMB Circulars A-87 Cost Principals for State and Local Governments; and A-122 Cost Principals for Nonprofit Organizations*.
- Ineligible Expenditures: Any activity or expense charged above and beyond the approved Scope-of-Work is considered ineligible.

# LACMTA FA ATTACHMENT C1

## QUARTERLY PROGRESS / EXPENSE REPORT

Grantee To Complete	
Invoice #	
Invoice Date	
FA#	
Quarterly Report #	

**GRANTEES ARE REQUESTED TO MAIL THIS REPORT TO P.O. Box #512296, Los Angeles, CA 90051-0296** after the close of each quarter, but no later than November 30, February 28, May 31 and August 31. Please note that letters or other forms of documentation may **not** be substituted for this form. Refer to the Reporting and Expenditure Guidelines (Attachment C) for further information.

### SECTION 1: QUARTERLY EXPENSE REPORT

Please itemize grant-related charges for this Quarter on Page 5 of this report and **include totals in this Section.**

	LACMTA Grant \$	Local Match (Incl. In-Kind) \$	Local Match %	Total \$
<b>Project Quarter Expenditure</b>				
This Quarter Expenditure				
Retention Amount				
Net Invoice Amount (Less Retention)				
<b>Project-to-Date Expenditure</b>				
Funds Expended to Date (Include this Quarter)				
Total Project Budget				
% of Project Budget Expended to Date				
Balance Remaining				

**SECTION 2: GENERAL INFORMATION**

**PROJECT TITLE:** \_\_\_\_\_

**FA #:** \_\_\_\_\_

**QUARTERLY REPORT SUBMITTED FOR:**

**Fiscal Year :**       2013-2014       2014-2015       2015-2016  
 2016-2017       2017-2018       2018-2019

**Quarter :**             Q1: Jul - Sep       Q2: Oct - Dec  
 Q3: Jan - Mar       Q4: Apr - Jun

**DATE SUBMITTED:** \_\_\_\_\_

**LACMTA MODAL CATEGORY:**

RSTI                       Pedestrian       Signal Synchronization  
 TDM                       Bicycle             Goods Movement  
 Transit                     TEA

<b>LACMTA Area Team Representative / Project Mgr.</b>	Name:	
	Area Team:	
	Phone Number:	
	e-mail:	

<b>Project Sponsor Contact / Project Manager</b>	Contact Name:	
	Job Title:	
	Department:	
	City / Agency:	
	Mailing Address:	
	Phone Number:	
	e-mail:	

**SECTION 3 : QUARTERLY PROGRESS REPORT**

**1. DELIVERABLES & MILESTONES**

List all deliverables and milestones as stated in the FA, with start and end dates. Calculate the total project duration. **DO NOT CHANGE THE ORIGINAL FA MILESTONE START AND END DATES SHOWN IN THE 2<sup>ND</sup> AND 3<sup>RD</sup> COLUMNS BELOW.**

Grantees must make every effort to accurately portray milestone dates in the original FA Scope of Work, since this will provide the basis for calculating any project delay. If milestone start and/or end dates change from those stated in the Original FA Scope of Work, indicate the new dates under Actual Schedule below and re-calculate the project duration. However, this does not change the original milestones in your FA. **PER YOUR FA AGREEMENT, ANY CHANGES TO THE PROJECT SCHEDULE MUST BE FORMALLY SUBMITTED UNDER SEPARATE COVER TO LACMTA FOR WRITTEN CONCURRENCE.**

FA Milestones	Original FA Schedule in Scope of Work		Actual Schedule	
	Start Date	End Date	Start Date	End Date
Environmental Clearance				
Design Bid & Award				
Design				
Right-of-Way Acquisition				
Construction Bid & Award				
Ground Breaking Event				
Construction				
Ribbon Cutting Event				
<b>Total Project Duration (Months)</b>				

**2. PROJECT COMPLETION**

A. Based on the comparison of the original and actual project milestone schedules above, project is (select only one) :

- On schedule per original FA schedule
- Less than 12 months behind original schedule
- Between 12-24 months behind original schedule
- More than 24 months behind original schedule

B. Was the project design started within 6 months of the date originally stated in the FA?

- Yes
- No
- Not Applicable

C. Was a construction contract or capital purchase executed within 9 months after completion of design / specifications?

- Yes
- No
- Not Applicable

### **3. TASKS / MILESTONES ACCOMPLISHED**

List tasks or milestones accomplished and progress made this quarter.

### **4. PROJECT DELAY**

If project is delayed, describe reasons for delay (this quarter). Pay particular attention to schedule delays. If delay is for the same reason as mentioned in previous quarters, please indicate by writing "Same as Previous Quarter".

### **5. ACTION ITEMS TO RESOLVE DELAY**

If the project is delayed (as described in #4), include action items that have been, or will be, undertaken to resolve the delay.

**SECTION 4: ITEMIZED LISTING OF EXPENSES AND CHARGES THIS QUARTER**

All expenses and charges, including grant and local match, must be itemized and listed below. Each item listed must be verifiable by an invoice and/or other proper documentation. The total amounts shown here must be equal to this quarter's expenditures listed on page 1 of this report. All expenses and charges must be reflective of the approved budget and rates as shown in the FA Attachment B, Scope of Work. Use additional pages if needed.

ITEM	INVOICE #	TOTAL EXPENSES / CHARGES	\$ CHARGED TO LACMTA GRANT	\$ CHARGED TO LOCAL MATCH
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
<b>TOTAL</b>				

**Notes:**

1. Local match spent in each quarter, must be in the appropriate proportion to LACMTA grant.
2. All receipts, invoices, and time sheets, attached and included with this Expense Report must be listed and shown under the Invoice Number column of the Itemized Listing (above).

**Invoice Payment Information:**

LACMTA will make all disbursements electronically unless an exception is requested in writing.  
 ACH Payments require that you complete an ACH Request Form and fax it to Accounts Payable at 213-922-6107  
 ACH Request Forms can be found at [www.metro.net/callforprojects](http://www.metro.net/callforprojects).  
 Written exception requests for Check Payments should be completed and faxed to Accounts Payable at 213-922-

I certify that I am the responsible Project Manager or fiscal officer and representative of \_\_\_\_\_ and that to the best of my knowledge and belief the information stated in this report is true and correct.

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*



*Name*



*Title*

# Los Angeles Metropolitan Transportation Authority

## 2019 Federal Transportation Improvement Program (\$000)

TIP ID **LAF9131**

Implementing Agency **Lancaster, City of**

Project Description: Construct 2 miles of new complete streets to alleviate burden to existing arterial network, whilst providing necessary access to existing and proposed medical facilities

SCAG RTP Project #: 1AL04  
 Study: N/A Is Model: YES Model #:  
 PM: Marissa Diaz - (661) 945-6864  
 Email: mdiaz@cityoflancastrca.org  
 LS: N LS GROUP#:   
 Conformity Category: NON-EXEMPT

System :Local Hwy Route : Postmile: Distance: Phase: Environmental Document/Pre-Design Phase (PAED) Completion Date 12/01/2023

Lane # Extd: 0 Lane # Prop: 2 Impry Desc: Construct 1 lane in each direction, bus turnouts or on-street parking, shared bike lanes, center median, parkway, and sidewalks. CIP sections at crossings. Air Basin: MDAB Envir Doc: DRAFT ENVIRONMENTAL IMPACT REPORT - 0

Toll Rate: Toll Colc Loc: n n n Uza: Lancaster-Palmdale Sub-Area: Sub-Region: CTIPS ID: EA #: PPNO:

Program Code: CAN66 - NEW CONNECT/CROSS TRA IMP: NRS Stop Loc:

	PHASE	PRIOR	18/19	19/20	20/21	21/22	22/23	23/24	BEYOND	PROG TOTAL
CITY - City Funds	PE			\$414		\$0				\$414
	RW			\$1,076		\$0				\$1,076
	CON			\$0		\$6,178				\$6,178
	<b>SUBTOTAL</b>			\$1,490		\$6,178				\$7,668
PC25 - Los Angeles County Proposition "C25"	PE			\$414		\$0				\$414
	RW			\$609		\$0				\$609
	CON			\$0		\$4,240				\$4,240
	<b>SUBTOTAL</b>			\$1,023		\$4,240				\$5,263
	<b>TOTAL</b>			\$2,513		\$10,418				\$12,931
	<b>TOTAL PE: \$828</b>				<b>TOTAL RW: \$1,685</b>		<b>TOTAL CON: \$10,418</b>			

- General Comment: RTP Consistency Amendment
  - Mdelling Comment: RTP Consistency Amendment
  - TCM Comment: Categorically Exempt (CE) upgraded to Environmental Impact Report (EIR)
  - Narrative: PROJECT CHANGES (FROM PREVIOUS VERSION): Title changed from: "Medical Main Street" to "Construct 2 miles of new complete streets to alleviate burden to existing arterial network, whilst p"
  - Changed Environmental Document:
    - from "CATEGORICALLY EXEMPT" to "DRAFT ENVIRONMENTAL IMPACT REPORT"
  - Changed Current Implementation Status:
    - from "No Project Activity" to "Environmental Document/Pre-Design Phase (PAED)"
  - CITY - City Funds
    - ▶ Delete funds in FY 18/19 in CON for \$1,490
    - ▶ Add funds in FY 21/22 in CON for \$6,178
    - ▶ Delete funds in FY 20/21 in CON for \$6,178
    - ▶ Add funds in FY 19/20 in PE for \$414 ROW for \$1,076
  - PC25 - Los Angeles County Proposition "C25"
    - ▶ Delete funds in FY 18/19 in CON for \$1,023
    - ▶ Add funds in FY 21/22 in CON for \$4,240
    - ▶ Delete funds in FY 20/21 in CON for \$4,240
    - ▶ Add funds in FY 19/20 in PE for \$414 ROW for \$609
- Total project cost stays the same \$12,931

**Last Revised Amendment 19-03 - SCAG PENDING**

Change reason: MINOR CHANGE

Total Cost **\$12,931**



R. Rex Parris Mayor  
 Marvin E. Crist Vice Mayor  
 Ken Mann Council Member  
 Angela E. Underwood-Jacobs Council Member  
 Raj Malhi Council Member  
 Jason Caudle City Manager

## FA Attachment F PROJECT READINESS CERTIFICATION

As part of the 2015 Call for Projects, the LACMTA Board of Directors, authorized a grant to GRANTEE for the Medical Main Street (the "Project").

Prior to execution of Funding Agreement for the Project, GRANTEE must assure LACMTA that GRANTEE has taken the necessary steps to ensure that the Project will be appropriately staffed, that the Project will be appropriately funded, and that the Project will be completed in a timely manner.

The undersigned, duly qualified and serving as Development Services Director for the City of Lancaster, certifies that the below Project Readiness actions have been duly authorized and approved by its Governing Authority. The undersigned further certifies that the information submitted herein is true and accurate to the best of his/her knowledge.

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

- 1) GRANTEE has incorporated the Project into the adopted Capital Improvement Program (CIP). The date the adopted CIP included the Project is set forth below and attached to this Certification is the CIP cover page and the date showing the Project.

Date of Adoption
06/28/16

- 2) GRANTEE hereby commits to provide its Local Match amount accepted by the LACMTA Board as follows:

Metro Grant Amount	Local Match Amount	Total Project Cost
\$ 5,262,742	\$ 7,667,828	\$ 12,930,570

3) GRANTEE hereby commits to the following Staffing Plan for the Project:

<b>Staff Name</b>	<b>Job Title</b>	<b>% Project Responsibility</b>
Sheila Niebla	Senior Civil Engineer	70
Marissa Diaz	Capital Program Mgr	20
Edith Witte	Assistant Engineer	10

4) GRANTEE hereby commits to deliver the Project by the Project Lapse Date.

Project Lapse Date: June 30, 2023

5) GRANTEE has submitted all of the foregoing to the Governing Authority of GRANTEE for approval in the date set forth below.

<b>Date of Governing Authority Approval</b>

(Submit Governing Authority Clerk stamped agenda/minutes)

**STAFF REPORT**  
**City of Lancaster**

CC 6
03/26/19
JC

Date: March 26, 2019

To: Mayor Parris and City Council Members

From: Jeff Hogan, Development Services Director

Subject: **Public Works Construction Project No. 19-005, 2019 Long Line Striping**

---

**Recommendation:**

Award **Public Works Construction Project No. 19-005**, 2019 Long Line Striping, to Superior Pavement Markings of Beaumont, California, in the amount of \$146,199.80, plus a 10% contingency, to refresh existing traffic striping on 17 centerline miles of roads, and authorize the City Manager, or his designee, to sign all documents. This contract is awarded to the lowest responsible bidder per California Public Code Section 22038 (b).

**Fiscal Impact:**

\$160,819.78 (including 10% contingency) to be awarded; sufficient funds are available in Capital Improvements Budget Account Number 206-15ST072-924. Estimated additional annual maintenance costs are negligible.

**Background:**

Under the 2019 Long Line Striping project, the City will refresh more than 551,000 linear feet of existing traffic lines on arterial and collector roads, and remove and install 2,500 raised pavement markers. The project will include updating traffic line widths to meet new requirements set by the State of California Department of Transportation (Caltrans). All striping will be completed within forty-five (45) calendar days of the issuance of the notice to proceed. All work will be done at night between the hours of 6 p.m. and 7 a.m. to minimize the impact to residents and businesses.

Per Section 2.2, this project is subject to the Community Workforce Agreement by and between the City of Lancaster and Los Angeles/Orange Counties Building and Construction Trades Council and the Signatory Craft Councils and Unions (CWA). The PWCP 19-005 contract documents were prepared, and the project was advertised accordingly. Per Section 2.6(b) of the CWA, Letters of Assent shall be submitted by the Contractor and each of its subcontractors, of whatever tier, 48 hours prior to commencement of work, or within forty-eight (48) hours after the award of Project Work to that Contractor (or subcontractor), whichever occurs later.

On February 5, 2019, at 11:00 a.m., the City conducted a bid opening for Public Works Construction Project No. 19-005. Two (2) sealed bid envelopes were received, opened and read aloud. The bids were as follows:

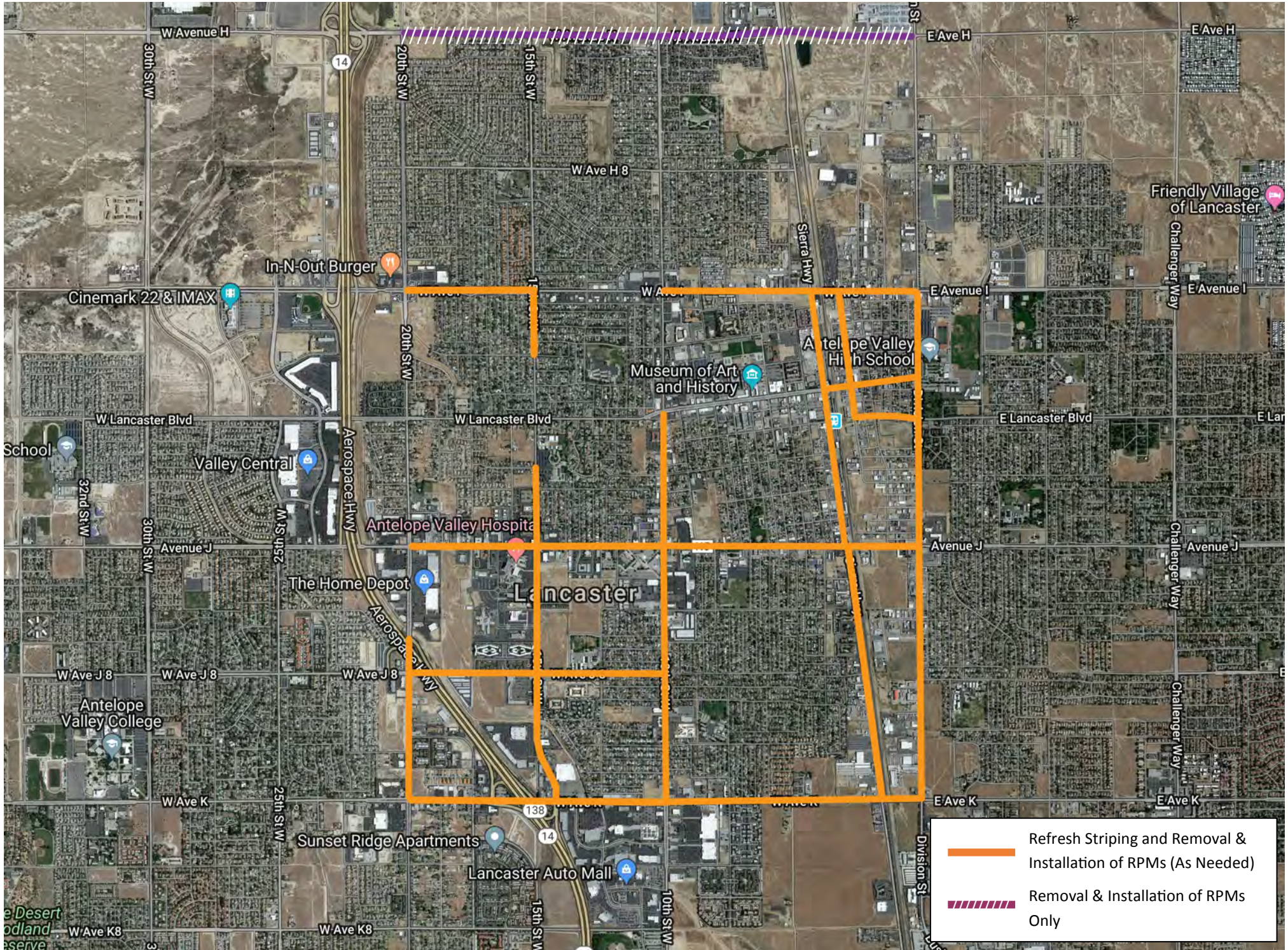
<u>Contractor</u>	<u>City</u>	<u>Bid Amount</u>
1. Superior Pavement Markings	Beaumont, CA	\$ 146,199.80
2. Sterndahl Enterprises, Inc.	Sun Valley, CA	\$ 247,392.00
Engineer's Estimate		\$ 303,973.00

ML:lg

**Attachment:**  
Project Area Map



PWCP 19-005 - 2019 Long Line Striping  
Project Area Map





**STAFF REPORT**  
**City of Lancaster**

CC 7
03/26/19
JC

Date: March 26, 2019

To: Mayor Parris and City Council Members

From: Pam Statsmann, Director of Finance

Subject: **Request for Qualifications (RFQ) No. 18-703, Revenue Collection and Consulting Services**

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**Recommendations:**

- a. Award Request for Qualifications No. 18-703, Revenue Collection and Consulting Services, tasks 1-3 to Hinderliter, de Llamas and Associates (HdL), in the estimated amount of \$445,000, plus a percentage of recovered revenue from Business and Rental Housing License discovery and delinquency collections, and Sales and Use Tax audits, as outlined in the contract, and authorize the City Manager or his designee to sign all documents.
- b. Award Request for Qualifications No. 18-703, Revenue Collection and Consulting Services, task 5 to HdL Coren and Cone (HdLCC), in the amount of \$66,750, plus 25% of recovered revenue as outlined in the contract, and authorize the City Manager or his designee to sign all documents.

**Fiscal Impact:**

The annual contract costs are estimated at \$148,000 and \$22,250, plus a percentage of revenue recovered, which are included in each year's General Fund budget account numbers 101-4410-301 & -304. Amounts are estimates and will fluctuate based on actual audit and collection levels. Costs will be offset by revenue generated from business and rental housing license fees, discovery and collection, sales & use tax recovery, transient occupancy tax, and property tax recovery.

**Background:**

The City of Lancaster is currently under contract through a Consultant Services Agreement for consulting services related to Business and Rental Housing License discovery, Sales and Use Tax analysis and audit, and Property Tax analysis and audit. The consultant ensures the City receives all revenues due from sales and property tax, and ensures businesses comply with the Municipal Code related to licensing. The work associated with this scope includes audits of the tax rolls and tax payments made to the state and county. The work is specialized and extensive, requiring specific expertise and experience.



The Finance Department analyzed its current revenue collection activities contract for these services. The current contract is dated September 21, 2005. It was determined to be of benefit to solicit a new agreement and expand the scope of services to include:

1. Business and Rental Housing License Administration & Discovery
2. Sales and Use Tax Audit and Analysis Services
3. Transient Occupancy Tax (TOT) Administration and Audits
4. Franchise Fee Audits
5. Property Tax Management and Information Services

Staff developed and advertised RFQ No. 18-703, which included five tasks to possibly be contracted separately or collectively. Staff reviewed and evaluated the proposals, participated in demonstrations, and interviewed candidates to discuss service specifics. Staff unanimously agreed that HdL is highly qualified to provide services related to tasks 1-3 of the RFQ. HdLCC is recommended for task 5. Both companies will provide the best value for service to the City. Task 4 will not be contracted at this time, but may be contracted at a later date, upon further evaluation of services.

A review of current Finance services indicated a better return on investment by contracting the administration of some Finance functions. The opportunity to contract the administration of Business and Rental Housing Licensing and Transient Occupancy Tax will increase customer service and reduce staff time allocated to these tasks. In fiscal year 2017/18, staff processed 1342 new Business and Rental Housing License applications, 7304 renewal licenses, and over \$2 million in TOT revenue. In fiscal year 2018/19, there has been a 25% increase in new licenses issued, and a 10% increase in renewals processed over the same period last year.

HdL's Business & Rental Housing License administration services were highly recommended by several cities. HdL will provide increased customer service to local and out of area businesses by offering applications and renewals online, by phone, or mail. New payment options will be offered to local hotels for TOT payment, including the option to report and pay online, by mail, and over the phone.

HdL and HdLCC have extensive experience working with counties and cities to provide high quality auditing and consulting services, and it is anticipated that they will increase revenue through extensive and timely audits of taxes due to the City.

PS:CM

**Attachments:**

Agreement for Professional Services, Hinderliter, de Llamas and Associates

Agreement for Professional Services, HdL Coren and Cone

## AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES is made and entered into this 26<sup>th</sup> day of March, 2019, by and between the CITY OF LANCASTER, a municipal corporation and charter city, (“City”), and Hinderliter, de Llamas and Associates (HdL), a Corporation, incorporated in the State of California, (“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:

#### **Revenue Collection and Consulting Services (THE “SERVICES”) Task 1-3**

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: Hinderliter, de Llamas and Associates (HdL)

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      Hinderliter, de Llamas and Associates (HdL)  
                                  Attn: Andrew Nickerson  
                                  120 S. State College Blvd., Suite 200  
                                  Brea, California 92821

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 estimated at \$445,000, plus a percentage of revenue recovered for business and rental housing license discovery and delinquency collection, and sales tax revenue recovery, as outlined 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 thirty-six (36) 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 for up to five, two-year extensions.

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
--	-------------

*(Coverage shall be at least as broad as ISO form CA00 01)*

**Workers Compensation**

As Required by the State of California	Statutory Limits
--	------------------

**Employers’ Liability**

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

*(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:

**Revenue Collections & Consulting Services**

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

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

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

**Cyber Liability Insurance**

Each Occurrence	\$2,000,000
General Aggregate	\$2,000,000

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 on an ongoing basis for the term of the contract; 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: \_\_\_\_\_

HINDERLITER, DE LLAMAS AND ASSOCIATES  
BREA, CALIFORNIA

By: \_\_\_\_\_  
Andrew Nickerson, President

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

## EXHIBIT A

### SCOPE OF SERVICES AND RATES SCHEDULE

#### 1. General Business & Rental Housing License Program

**Compensation** - HdL's compensation for performing General Business & Rental Housing License Program Services **\$14.00 + CPI** per processed account. For the purpose of compensation calculation, processed account means any account for which new applications are processed or which were sent a renewal notice.

**CPI Adjustment** – Fees for General Business & Rental Housing License Program Services are adjusted at the beginning of each calendar year by the change in the annual Consumer Price Index – West Urban (CPI-WU) as reported by the Bureau of Labor Statistics. Each annual adjustment will not be less than two percent (2%) or greater than ten percent (10%).

**Discovery** – HdL's fee for performing discovery services shall be a contingency fee of **35%** of the revenues received as a result of the service. This fee applies to monies received for the current tax/license period and any other prior period collected, including monies received for taxes, penalties, interest, and fees.

**City Discovery Discount** – HdL's fee for following up on accounts that are identified and confirmed as non-compliant by the City shall be a contingency fee of **20%** of the revenues received as a result of the service. This fee also applies to delinquent business license tax accounts referred by the City as failing to make payment or properly renew an existing license.

**Audit** – HdL's fee for performing Audit services shall be a contingency fee of **35%** of the revenues received as a result of the service. This fee applies to monies received for the current tax/license period and any other prior period collected, including monies received for taxes, penalties, interest, and fees.

**Collection** – HdL's fee for performing collections services shall be a contingency fee of **20%** of the revenues received as a result of the service. This fee applies to monies received for the current tax/license period and any other prior period collected, including monies received for taxes, penalties, interest, and fees

**Municipal Code Review (Optional)** – HdL can assist the City with a review of the Municipal Code as it pertains to business license, and make recommendations to achieve the City's objectives, whether seeking general code modernization, rate/fee restructuring, or to adjust it to better match the City's current processes. As part of the license administration program, HdL's municipal code review consulting fee is available at the discounted price of \$10,000.

## 2. Sales and Use Tax

### Sales and Use Tax Audit Services

HdL proposes a fee of **15%** of all new sales and use tax revenue received by the City (including reimbursement from the sales and use tax compensation fund outlined in Section 97.68 of the Revenue and Taxation Code) as a result of audit and recovery work performed by the firm. This audit fee applies to monies received in the first eight consecutive reporting quarters beginning with the receipt of the audit revenue and includes retroactive back quarter adjustments obtained by HdL.

Audit fees are billed only after completion of the audit, submittal of corrections to the CDTFA and receipt of revenues by the client. 100% of all new revenue generated by HdL flows to the City after the completion of the eight quarters. The fee constitutes the full reimbursement to HdL and covers all direct and indirect costs incurred by the firm under this contract. This includes all salaries of our employees, travel expenses and service contracting costs as well as the software to be delivered to the City of Lancaster under this proposal.

Invoices are submitted only for recoveries previously approved by the City. HdL does not bill for audit revenues until the client has received said monies. Further, if during the billing cycle, a taxpayer receives a refund for overpayment of taxes generated during that cycle, HdL credits back any proportionate share of the fee that may have been levied.

Invoices are submitted quarterly after the City has received the revenue from the audit correction. The invoice includes a printout showing the name, address, and sales tax registration number of each company, and the specific amount of revenue allocated by the CDTFA to the City for those businesses.

If a misallocation correction involves additional revenue from a company that had already been partially allocating revenues to the City, the City and HdL will agree in a Work Authorization, prior to billing, the methodology for identifying the incremental revenue attributable to HdL's work.

### Sales and Use Tax Management Services, Quarterly Meetings and Web-Based Application

This includes access to the City's sales tax database through our web-based software and quarterly meetings with one of our principals. In preparation for each meeting, a principal of the firm analyzes the City's data in detail and meets with appropriate City officials to review trends, point out businesses that should be contacted as part of the City's business retention program and discuss and make recommendations regarding the economic and budget implications of the quarter's data. Also included is a non-confidential newsletter that can be shared with your council and the public. The price for this option is **\$800 per month**.

### **3. Transient Occupancy Tax**

HdL's fee for providing Transient Occupancy Tax Administration Services (includes Audit Services) shall be as follows:

**\$750.00** per property/per year, + CPI – Monthly Filers + Travel expenses

**Travel Expenses** – HdL endeavors to control travel expenses through group scheduling of audits, in order to minimize the number of trips required to complete the audits. All travel expenses will be pre-approved by City, be reimbursed at cost, and incorporate only lodging, meals, and mileage. No airfare will be required.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES is made and entered into this 26<sup>th</sup> day of March, 2019, by and between the CITY OF LANCASTER, a municipal corporation and charter city, (“City”), and HdL Coren & Cone, a Corporation, incorporated in the State of California, (“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:

**Revenue Collection and Consulting Services (THE “SERVICES”) Task 5**

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: HdL Coren & Cone

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 HdL Coren & Cone  
Attn: Paula Cone  
120 S. State College Blvd., Suite 200  
Brea, California 92821

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 estimated at \$66,750, plus 25% of Property Tax revenues recovered as outlined 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 thirty-six (36) 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 for up to five, two-year extensions.

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	
<i>(Coverage shall be at least as broad as ISO form CG2010 11/85 or CG2010 07/04 and CG2037 07/04 combined, or an equivalent providing ongoing and completed operations)</i>	

**Commercial Automobile Liability**

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

**Workers Compensation**

As Required by the State of California	Statutory Limits
--	------------------

**Employers’ Liability**

Each Accident	\$1,000,000
Bodily Injury by Disease	\$1,000,000
Each Employee	\$1,000,000
<i>(A Waiver of Subrogation must be provided on behalf of the Certificate Holder for the Workers Compensation &amp; Employers’ Liability policies)</i>	

**Professional Liability**

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

G. 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.

H. 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.

I. 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.



J. 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.

K. 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:

**Revenue Collections & Consulting Services**

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

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

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

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 on an ongoing basis for the term of the contract; 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: \_\_\_\_\_

HDL COREN & CONE  
BREA, CALIFORNIA

By: \_\_\_\_\_  
Paula Cone, President

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

## EXHIBIT A

### SCOPE OF SERVICES AND RATES SCHEDULE

#### SCOPE OF SERVICES

##### Reports and Analytical Services

###### *City and Successor Agency Property Tax Revenues*

HdLCC furnishes a variety of reports detailing property and revenue trends for the entire City and Successor Agency and for custom defined geographic areas. These reports can be used for budgeting purposes, planning, economic development and public information. Among the reports provided are top 25, 50, 100-property owner/taxpayer listings, multiple ownership properties, non-owner-occupied parcels, identification of property ownership transfers and completed construction projects for tracking of reassessments. We also provide the City with quarterly reports of successful, pending and historical assessment appeals.

HdLCC will reconcile the annual Auditor Controller Assessed Valuations Report and will furnish a breakdown of assessed values within the City and former RDA project area.

The identification of escaping revenue through the use of property tax data sets has been a targeted focus for HdLCC during the past 27 years. With the reduction of tax revenues through legislated Educational Revenue Augmentation Fund (ERAF), cities, counties, agencies and special districts have been focusing on ways to increase the limited resources already stretched thin. The unsecured roll contains property owners which, when matched with a business license data set can be used to identify escaping revenues. For instance, property leased to businesses in your jurisdiction is taxed to the lessor of the property. We find that frequently, the lessors are not properly registered with a city business license. When notified and properly licensed, these businesses will generate additional revenue for the city.

The use of the secured roll will assist in identifying owners of rented residential, commercial, or industrial properties that do not have a business license with the City should one be required.

We currently have over 140 unique reports available that have been designed to help inform our clients and assist them in explaining and illustrating trends and concepts to other staff, City Council and the public. The company will provide the following reports, at a minimum, based on the current year lien date rolls and will provide the reports annually, quarterly or monthly as appropriate:

- A five-year history of the values within the City, Successor Agency in cities with former RDA project areas, and custom (city defined) geographic areas;
- A listing of the largest value changes, positive and negative between tax years;
- An annual parcel listing of properties with parcel number changes between tax years identifying parcel splits and combines;
- A listing of the major property owners for both the City and Successor Agency in cities with former RDA project areas, including the combined assessed values of their property and property use code designation;
- A listing of the major property tax payers, including an estimate of the property taxes to be allocated to the City and Successor Agency;

- A listing of property transfers which occurred since the lien date ordered by month—sales listing;
- A listing of parcels that have not changed ownership since the enactment of Proposition 13;
- A comparison of property within the City and Successor Agency in cities with former RDA project areas by county use-code designation;
- A multiple year comparison of growth by use code designation over a 10-year period;
- A listing by parcel of new construction activity utilizing City building department data, including building permits with assessor parcel numbers and project completion dates, to identify non-residential parcels with new construction activity and to provide reports for use in the City's preparation of Proposition 4 and 111 State Appropriation Limit calculations;
- A listing of multiple owned parcels;
- A listing of absentee owner parcels;
- Calculate an estimate of property tax revenue anticipated to be received for the fiscal year by the City and Successor Agency respectively based upon the initial information provided by the County and subject to modification. This estimate shall not be used to secure the indebtedness of the City or Successor Agency.
- Analyses based on geo areas designated by the City to include assessed valuations and square footage computations for use in economic analysis and community development planning.
- One and five-year budget projections for the city general fund and successor agency in cities with former RDAs. This report is interactive for tax modeling.

### **Identification and Correction of Errors**

HdLCC has the technology, methodology and trained staff to analyze all secured parcels within the City and Successor Agency to identify costly errors resulting in the misallocation of property taxes.

The company has the ability to audit the secured and unsecured property tax rolls two ways, first reviewing the entire county to find parcels miscoded to other jurisdictions; and second, reviewing the parcels within the city, county or agency to ensure that each is coded to the appropriate taxing entity. To date, we have recovered in excess of \$95 million in net revenue for our client agencies in 44 counties statewide. Our advanced technology, accuracy and track record have placed us in a unique position to be hired by cities to find additional revenues after audits have been performed by prior consultants. In addition, by filing audit results with the County Assessor in a timely manner, we can assure that the repetitive errors from previous years will not re-occur.

Upon approval of the contract, the company will perform an analysis of the Assessor Rolls to identify all parcels on both the secured and unsecured tax rolls and verify that parcel assessed valuations and the resulting taxes are correctly allocated to the City or its Successor Agency. This analysis is accomplished through the use of specialized computer software, assessor maps, city GIS maps, city records, other pertinent documents, and field investigations. The review will include the lien date secured and unsecured data for the current tax year as well as historical data back for a total of four (4) tax years. By cross matching parcels with the City's building permit activity and project completion information, we are able to track parcels which should have been reassessed due to new construction activity but have been missed by the assessor's appraisers (escaped assessments).

## **Successor Agency Services**

*Successor Agency Services including but not limited to:*

- Tax increment projections for each former Project Area
- Cash flow and residual revenue estimates for the Successor Agency as requested.
- Monitor the County distribution of Redevelopment Property Tax Trust Fund (RPTTF) revenues, tax-sharing amounts to the City and taxing entities of the former redevelopment agency and allocation of residual revenues
- Coordinate with the Auditor-Controller the relationship between the tax-sharing, debt service and other obligations of former redevelopment agency as requested.

## **Information Provided Quarterly**

- In counties where the Clerk or the Board or County Assessor provides property tax appeals available in an automated format, HdL Coren & Cone prepares reports including a listing of property tax appeals filed on properties in the city and former RDA project areas. These reports are prepared for both the City General Fund portion of the City and Successor Agency and include a history of all appeals filed; the disposition of those appeals, successful appeals, pending appeals, Proposition 8 appeals and a report to assist the City/Successor Agency in determining the potential impact of pending appeals.
- A listing of property transfers that have occurred since the last report will be available through the software provided and updated on a quarterly basis. This data will include the new owner/seller of the property, new mailing address if not the situs address, the date of sale, the sale price when verified, document number, and transaction type.

## **Property Tax Application and Database**

HdLCC provides a web-based software application to clients as a user-friendly tool to access the City's property tax data. HdLCC provides updates to the data portion of the product on monthly basis to reflect changes in ownership, updated appeals filings, and deed recordings.

As modifications and enhancements are made to the program, clients receive the enhanced version of the software at no additional cost.

Training will be provided to city staff within the first two months after the execution of the agreement for property tax management and audit services and is available annually for new staff members or staff requiring a refresher course. If additional training sessions are required, the fees in the compensation section under hourly fees will be charged.

The help manual available within the program is easy to navigate and "user friendly." HdLCC staff is available Monday through Friday, 8 a.m. to 5 p.m. to answer questions and assist staff on the use of the software. Assistance is available either by phone or via email.

The city will be granted a "site license" for the application, providing no limit to the number of users. HdLCC will not charge an annual maintenance fee for the software program. Periodically, as the program changes and product enhancements are developed, upgrades or new releases of the software are issued at no additional cost to the client.

Delivering Revenue, Insight and Efficiency to Local Government

The City Of Lancaster  
51,419 parcels

HdL Coren & Cone

Logout

Parcel: 3128-004-024 5 Regular Parcel  
 Use: 1913 Commercial Professional Building, Med/Dental  
 Owner: KAISER FOUNDATION HOSPITALS  
 TRA: 05733 The City Of Lancaster  
 Agency: Amargosa Redevelopment Project  
 Zoning: LRLI Region: C-1 Central  
 Net AV: \$79,727,165 % Chg. from Prior Yr.: 2.0%

Situs: 615 W AVE L  
 LANCASTER CA 93534  
 DBA: C/O TAX DEPT  
 Mail Name: KAISER FOUNDATION HOSPITALS  
 & Address: 1 KAISER PLZ FL 15TH OAKLAND CA 94612

This Parcel Is:  Absentee Owned  Pre Prop 13

Revenue type:	<input checked="" type="radio"/> General Fund	<input type="radio"/> Successor Agency
Secured	\$2,652.98	% Share of Total Tax: 0.339%
Unsecured	\$95.19	
Cross-Ref	\$0.00	Tax Bill: \$1,023,259.04
Total Rev	\$2,748.17	
Last Sale Date	Sale Price	

	Current Year Values	Exemptions	Prior Year Values	Exemptions
Land	10,822,615		10,610,407	
Improvements	68,904,550		67,553,481	
Fixtures				
Personal Property				
Totals	79,727,165		78,163,888	
Net Total AV	79,727,165		78,163,888	

2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018

Delivering Revenue, Insight and Efficiency to Local Government

The City Of Lancaster

HdL Coren & Cone

Logout

Parcel Limit: 5000

APN: 3128 004 024  
 Use Category: Commercial  
 Use Description: Professional Building, Med/Dental, 3 Stories  
 Owner Name: KAISER FOUNDATION HOSPITALS  
 Situs Address: 615 W AVE L  
 Taxable Value: \$79,727,165

Original Parcel Flipped Parcel Selected Parcel

OpenStreetMap Bing Maps Road Bing Maps Aerial None

## Pricing

Based on the number of parcels within Lancaster (51,419), the fee for property tax services is \$5,562.50 per quarter (\$22,250/year) plus 25% of net tax revenues recovered for the City in the audits performed over the period of time allowable by State statute (current year and 3 prior lien date years). Net tax revenues mean the taxes received by the City or Successor Agency through our audit efforts after factoring for tax sharing agreements. The fees would be billed by HdL Coren & Cone quarterly.



Work that is requested by the City and that is beyond the scope of services outline in this proposal shall be charged on a time and material basis. No work shall be performed without prior written approval of the City. Fees for these services are as follows:

Partner	\$225/hour
Principal	\$195/hour
Programmer	\$175/hour
Associate	\$150/hour
Senior Analyst	\$100/hour
Analyst	\$ 65/hour
Administrative	\$ 45/hour

Expenses: Consistent with standard consulting industry practice, HdL Coren & Cone 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.

**OTHER SERVICES – Available for an Additional Fee**  
**Special Assessment Data Review and Levy Placement**

Handling of the diverse and changing inputs that make up this uniquely broad and deep data set gives HdLCC a rich understanding of property data and enable rapid adjustments to any changes made by County agencies.

The large and numerous data sets involved in special district assessment administration require the use of the latest data storage, modeling, and analysis techniques. HdLCC leverages their staff of Information Technology professionals, with expertise in database design and data analysis, to continually improve our technological capabilities. This allows us to perform analyses that go beyond what can be accomplished by District staff, who we find are typically maintaining assessments using spreadsheet, text, or even physical list/ledger documents.

With the necessary data in hand, it is our experience that our sophisticated query-based analyses will be able to identify many potential corrections, regardless of the previous—often heroic—work by District staff. Their time is reduced and refocused on reviewing the potential corrections with the largest potential impact to revenues.

HdLCC provides special district assessment administration services to multiple local agencies, including complex use code, square footage and living unit-based assessments for the cities of Fremont, Redlands, and San Rafael.

HdLCC’s service team is comprised of individuals with decades of experience in special district assessment administration and maintenance. The firm’s key personnel have worked extensively in or with public agencies and thoroughly understand their challenges and needs. This perspective enables us to navigate across city departments, County agencies, and other institutional data sources and services to identify and obtain the resources necessary to provide the most accurate and reliable assessment output possible. It also ensures prompt and knowledgeable response to inquiries from District staff and taxpayers.

**STAFF REPORT**  
**City of Lancaster**

CC 8
03/26/19
JC

Date: March 26, 2019  
To: Mayor Parris and City Council Members  
From: Britt Avrit, MMC, City Clerk  
Subject: **Consideration of adoption of Ordinance No. 1057**

---

**Recommendation:**

Adopt **Ordinance No. 1057**, amending Title 12 (Streets, Sidewalks, and Public Places) of the Lancaster Municipal Code by adding Chapter 12.10 (Art On Public Property), and amending Title 17 (Zoning) of the Lancaster Municipal Code by amending Chapter 17.40 (General Regulations) to add Article V (Publicly Visible Art On Private Property), relating to the City's Art in Public Places Program.

**Fiscal Impact:**

One percent of all non-restricted Capital Improvement Projects (CIP) funds each fiscal year will be dedicated to the Art in Public Places Program.

**Background:**

This Ordinance codifies into the Lancaster Municipal Code the structure of the Art in Public Places Program, and specifically references the Art in Public Places Manual as to the general guidelines and criteria regarding public art, the procedure for selection of artists and public artwork, eligible expenditures related to the installation of public art, and the procedure regarding budgeting, siting and acquiring public artwork.

At the March 12, 2019 City Council meeting, the City Council approved the introduction of Ordinance No. 1057 by the following vote:

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

**Attachment:**

Ordinance No. 1057

ORDINANCE NO. 1057

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LANCASTER AMENDING TITLE 12 (STREETS, SIDEWALKS AND PUBLIC PLACES) OF THE LANCASTER MUNICIPAL CODE BY ADDING CHAPTER 12.10 (ART ON PUBLIC PROPERTY), AND AMENDING TITLE 17 (ZONING) OF THE LANCASTER MUNICIPAL CODE BY AMENDING CHAPTER 17.40 (GENERAL REGULATIONS) TO ADD ARTICLE V (PUBLICLY VISIBLE ART ON PRIVATE PROPERTY), RELATING TO THE CITY'S ART IN PUBLIC PLACES PROGRAM

WHEREAS, at the request of the City Council of the City of Lancaster, in 2018 the City's Museum of Art and History (MOAH) began the process of developing an Art in Public Places Program (Program) for the City in response to the request for sustainable planning with regard to the arts and cultural environment of Lancaster; and

WHEREAS, the adoption of the Art in Public Places Program is one of the goals set in the City's Master Cultural Plan 2016-2021; and

WHEREAS, at their regular meeting on November 13, 2018, the City Council of the City of Lancaster approved the Art in Public Places Program and Manual to create arts amenities and facilities in connection with all City Capital improvement projects and established guidelines and processes for art provided by the public sector as well as publicly visible art located on private property; and

WHEREAS, following City Council's approval and directions regarding implementation of the Program, it is necessary to codify the Art in Public Places Program into the Lancaster Municipal Code;

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

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

Section 2. Chapter 12.10 is hereby added to the Lancaster Municipal Code, as follows:

**12.10.010 Findings and declaration.**

The City Council finds and declares as follows:

A. Public art increases cultural awareness, stimulates imagination and provokes creative dialogue among those in the entire community. Public art pieces become landmarks that uniquely identify, enhance and draw attention to buildings, parks and communities. Residents, business owners and customers, neighbors and visitors will enjoy the quality of life that is provided by interacting with art on a daily basis.

B. The City is dedicated to commissioning, preserving and expanding on the inventory of existing public art within the community.

**12.10.020 Definitions.**

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

“Artist” means an individual or team of individual artists whose body of work and professional activities demonstrate serious ongoing commitment to the fine arts. History of professional art exhibitions, auction record, and reputation in the professional art community are some factors that may assist in making a determination that an Artist demonstrates such commitment. An applied artist or tradesperson does not constitute an Artist as defined herein and for purposes of this chapter. Members of architectural, engineering, design or landscaping firms retained for the design and construction of a development project covered by this chapter shall not be considered artists for the purpose of meeting the requirement to provide public art.

“Artwork or Work of Art” means a visual work of art, as distinguished from the performing arts, media art and literary or cultural arts. The works of art may either be permanent or, in some circumstances, temporary, as required by the specific project, and installed in public view. For purposes of this chapter, “Artwork” does not include a business-related work, as defined herein.

“Business-related work” means a visual representation of which more than 20% of the overall image contains lettering or logo that is related to the business or establishment at which the visual representation is located. Business-related works are subject to the applicable sign permitting and approval provisions set forth in Title 17 of the Lancaster Municipal Code.

“City” means the City of Lancaster.

“Code” means the Lancaster Municipal Code.

“Public Art” means any permanent display of a work of art that was specifically designed to be located on a site where it would be accessible to public view on private or public property within the City. The work of art may include, but not limited to, murals, mosaics, sculptures, artist-designed landscape features, streetscape features and earthworks. For purposes of this Manual, temporary displays of artwork on private property are subject to the procedures and guidelines set forth herein.

“Public Art Allocation” means an amount equal to one percent of the total valuation of Capital Improvement Projects in a given fiscal year that will be allocated by the City to be used for the installation/provision of public artwork on public property.

“Public Place” means any interior or exterior area on public or private property that is clearly visible to the general public.

**12.10.030 Art in Public Places Program and Manual; General Guidelines and Procedure.**

A. The City Council has approved the Art in Public Places Program and the associated Manual. The purpose of the Program is to provide publicly accessible works of art for the benefit of the City, its citizens and its visitors, and to increase citizens’ appreciation of art, improve the quality of life and enhance and identify the Antelope Valley as a unique community for its residents and visitors.

B. General guidelines and criteria regarding public art, procedure for selection of artists and public artwork, eligible expenditures related to the installation of public art, and the procedure regarding budgeting, siting and acquiring public artwork are set forth in the Art in Public Places Manual, as may be revised from time to time.

**12.10.040 Public Art Allocation.**

The public art allocation is equal to one percent of the total valuation of Capital Improvement Projects in a given fiscal year; provided, however, that for any projected expenditure in excess of \$500,000, direct notification shall be made separately to the Mayor and City Councilmembers prior to said expenditure.

Section 3. Article V is hereby added to Chapter 17.40 of the Lancaster Municipal Code, as follows:

**17.40.230 Definitions.**

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

“Artist” means an individual or team of individual artists whose body of work and professional activities demonstrate serious ongoing commitment to the fine arts. History of professional art exhibitions, auction record, and reputation in the professional art community are some factors that may assist in making a determination that an Artist demonstrates such commitment. An applied artist or tradesperson does not constitute an Artist as defined herein and for purposes of this chapter. Members of architectural, engineering, design or landscaping firms retained for the design and construction of a development project covered by this chapter shall not be considered artists for the purpose of meeting the requirement to provide public art.

“Artwork or Work of Art” means a visual work of art, as distinguished from the performing arts, media art and literary or cultural arts. The works of art may either be permanent or, in some circumstances, temporary, as required by the specific project, and installed in public view. For purposes of this chapter, “Artwork” does not include a business-related work, as defined herein.

“Business-related work” means a visual representation of which more than 20% of the overall image contains lettering or logo that is related to the business or establishment at which the visual representation is located. Business-related works are subject to the applicable sign permitting and approval provisions set forth in Title 17 of the Lancaster Municipal Code.

“City” means the City of Lancaster.

“Code” means the Lancaster Municipal Code.

“Manual” means the Art in Public Places Program and Manual approved by the City Council, and as may be revised from time to time.

“Publicly Visible Art” means any permanent display of a work of visual art that was specifically designed to be located on private property within the City where it would be accessible to public view. The work of art may include, without limitation, murals, mosaics, sculptures, artist-designed landscape features, streetscape features and earthworks. For purposes of this article, temporary displays of artwork on private property are subject to the procedures and guidelines set forth herein.

**17.40.240 Art in Public Places Program; Manual.**

A. The City Council has approved the Art in Public Places Program and the associated Manual. The purpose of the Program is to provide publicly accessible works of art for the benefit of the City, its citizens and its visitors, and to increase citizens’ appreciation of art, improve the quality of life and enhance and identify the Antelope Valley as a unique community for its residents and visitors.

B. General guidelines and criteria regarding publicly visible art, the procedure for application, review, approval, and private property owners’ responsibilities concerning publicly visible art are set forth in the Art in Public Places Manual, as may be revised from time to time.

**17.40.250 Public Art Application Fee.**

A private property owner who wishes to install publicly visible art in the City shall submit an application in accordance with the procedures set forth in the Program and Manual, and shall tender the requisite fee as established by Resolution, as may be amended from time to time.

**17.40.260 Violation; Nuisance.**

The City Council declares that it is unlawful for any person to install, erect, maintain or permit the maintenance of publicly visible art in a manner that is in violation of this chapter or the Art in Public Places Program and Manual. Any such publicly visible art further constitutes a public nuisance subject to abatement in accordance with the procedures set forth in chapter 8.28 of this Code. The procedures for abatement shall not be exclusive and shall not limit or restrict the City from pursuing any other remedies available at law, or from abating or causing abatement of public nuisances in any other manner provided by law.

Section 4. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is held for any reason to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of Lancaster hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases or portions be declared invalid or unconstitutional.

Section 5. The Mayor shall sign and the City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published and posted pursuant to the provisions of law in that regard and this Ordinance shall take effect 30 days after adoption.

I, Britt Avrit, MMC, City Clerk of the City of Lancaster, do hereby certify that the foregoing ordinance was regularly introduced and placed upon its first reading on the 12<sup>th</sup> day of March, 2019, and placed upon its second reading and adoption at a regular meeting of the City Council on the 26<sup>th</sup> day of March, 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. 1057, 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**

PH 1
03/26/19
JC

Date: March 26, 2019

To: Mayor Parris and Council Members

From: Jason Caudle, City Manager

**Subject: Approval of Resolution Amending Lancaster Choice Energy Customer Power Generation Rate Schedule**

---

**Recommendations:**

Adopt **Resolution No. 19-13**, amending Resolution No. 18-04 amending customer power generation rates for Lancaster Choice Energy.

**Fiscal Impact:**

The rates as proposed are 2% lower than rates offered by Southern California Edison and will generate sufficient revenue to fund operations of Lancaster Choice Energy and maintain the rate stability reserve.

**Background:**

Lancaster Choice Energy (LCE) has been serving customers since 2015. An essential part of LCE's operation is rate setting. A fundamental requirement in setting rates is to ensure sufficient revenue to cover LCE's operating expenses and provide for reserves. In addition to meeting these requirements, LCE's proposed rate schedule provides savings to LCE customers as compared to current SCE rates.

For ease in customer understanding, and cost comparisons, LCE's rates are developed to mirror those of Southern California Edison (SCE) while providing a savings for the energy generation portion of a customer's electric bill.

By offering a discount to its customers, LCE has saved Lancaster residents and businesses an estimated \$3,216,100 for the period January – November 2018.

The proposed rate schedule reflects the following rate change:

Implementation of new Time of Use Changes effective March 1, 2019  
Adjustments in generation rates

Since the establishment of LCE's 2018 rate schedule, the California Public Utility Commission (CPUC) has directed the Investor Owned Utilities, including SCE, to implement changes to their rates and implement default time of use (TOU) rates. These new TOU rates change the the peak, or most expensive, time from the current mid-day (12pm – 6pm), to the evening (4pm – 9pm). This change in TOU periods is to align the rates charged for energy usage to the cost of energy. The abundance of solar energy being produced during the day has resulted in the cost of power being cheaper during the day. In addition, the CPUC aims to encourage change in customer usage habits, through rates, to increase usage during the day when supply is at its peak.

The default TOU changes are being implementation in phases, with non-residential implementation going into effect March 1, 2019 and residential in 2020. The proposed rates are based on this most current information and ensures consistency between a customer's delivery and generation time of use periods.

Over the past several months, customers have received mailers from SCE informing them about the changes in the rates and TOU periods. The proposed rate schedule ensures the LCE generation portion of the bill is based on the same TOU period as the SCE delivery side of the customer bill. Staff recommends approval of the rate schedule retroactive to March 1, 2019 to ensure customers do not experience any variance in their rate savings.

**Attachments:**

Resolution No. 19-13, Amending Resolution No. 18-04 Amending Customer Power Generation Rates for Lancaster Choice Energy.

Proposed Lancaster Choice Energy Rate Schedule Effective March 1, 2019

**bab:KW:JC**

RESOLUTION NO. 19-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, CALIFORNIA, AMENDING RESOLUTION NO. 18-04 ESTABLISHING CUSTOMER POWER GENERATION RATES FOR LANCASTER CHOICE ENERGY

WHEREAS, City Council adopted Ordinance 997 declaring its intent to establish a Community Choice Aggregation (“CCA”) program; and

WHEREAS, City Council has approved an Implementation Plan to establish a CCA program, and such Implementation Plan was certified by the California Public Utilities Commission on October 16, 2014; and

WHEREAS, Lancaster Choice Energy (“LCE”) was registered as an energy provider on October 31, 2014; and

WHEREAS, City Council adopted Resolution No. 18-04 amending Resolution No. 17-06 and establishing power generation rates for customers of LCE on February 13, 2018; and

WHEREAS, the City Council now desires to adjust its power generation rate schedule; and

WHEREAS, the rates as proposed are sufficient to cover the operating costs of LCE including maintaining a rate stability reserve.

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

Section 1. Rates for power generation are established per the attached rate schedule retroactive to meter read dates beginning March 1, 2019 and meter read dates beginning April 4, 2019 following approval of the City Council.

PASSED, APPROVED and ADOPTED this 26<sup>th</sup> day of March 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. 19-13, 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)

\_\_\_\_\_

**LANCASTER CHOICE ENERGY**  
**ADOPTED RATES**  
**EFFECTIVE MARCH 1, 2019**

SCE EQUIVALENT SCHEDULE	RMEA RATE SCHEDULE	UNIT/PERIOD	DESCRIPTION	CURRENT RATE
<b>RESIDENTIAL CUSTOMERS</b>				
<b>DOMESTIC (D)</b>	<b>DOMESTIC (D)</b>	per kWh	All Usage	\$0.06320
<b>DOMESTIC CARE (D-CARE)</b>	<b>DOMESTIC CARE (D-CARE)</b>	per kWh	All Usage	\$0.06320
<b>TOU-D-A (Time of Use)</b>	<b>TOU-D-A (Time of Use)</b>			
	ENERGY CHARGE (\$/KWH)	<u>SUMMER</u>	June 1 through September 30 2pm to 8pm Weekdays, except holidays	\$0.29997
		PEAK		
		OFF-PEAK	All hours other than Peak and Super Off-Peak	\$0.10304
		SUPER OFF-PEAK	10pm to 8am all year, every day	\$0.01781
		<u>WINTER</u>	October 1 through May 31 2pm to 8pm Weekdays, except holidays	\$0.18096
		PEAK		
		OFF-PEAK	All hours other than Peak and Super Off-Peak	\$0.09746
		SUPER OFF-PEAK	10pm to 8am all year, every day	\$0.02196
	BASELINE CREDITS	per kWh		-\$0.07926
<b>TOU-D-B (Time of Use)</b>	<b>TOU-D-B (Time of Use)</b>			
	ENERGY CHARGE (\$/KWH)	<u>SUMMER</u>	June 1 through September 30 2pm to 8pm Weekdays, except holidays	\$0.23926
		PEAK		
		OFF-PEAK	All hours other than Peak and Super Off-Peak	\$0.04234
		SUPER OFF-PEAK	10pm to 8am all year, every day	\$0.01781
		<u>WINTER</u>	October 1 through May 31 2pm to 8pm Weekdays, except holidays	\$0.12026
		PEAK		
		OFF-PEAK	All hours other than Peak and Super Off-Peak	\$0.03676
		SUPER OFF-PEAK	10pm to 8am all year, every day	\$0.02196
<b>TOU-D-T (Time of Use Tiered)</b>	<b>TOU-D-T (Time of Use Tiered)</b>			
	ENERGY CHARGE (\$/KWH)	<u>SUMMER</u>	June 1 through September 30	
		TIER 1 PEAK - Up to 130% of Baseline	12pm - 6pm, except holidays	\$0.22792
		TIER 1 OFF-PEAK - Up to 130% of Baseline	All other hours, all year, every da	\$0.04393
		TIER 2 PEAK - More than 130% of Baseline	12pm - 6pm, except holidays	\$0.22792
		TIER 2 OFF-PEAK - More than 130% of Baseline	All other hours, all year, every da	\$0.04393
		<u>WINTER</u>	October 1 through May 31	
		TIER 1 PEAK - Up to 130% of Baseline	12pm - 6pm, except holidays	\$0.11141
		TIER 1 OFF-PEAK - Up to 130% of Baseline	All other hours, all year, every da	\$0.03694
		TIER 2 PEAK - More than 130% of Baseline	12pm - 6pm, except holidays	\$0.11141
		TIER 2 OFF-PEAK - More than 130% of Baseline	All other hours, all year, every da	\$0.03694

**LANCASTER CHOICE ENERGY  
ADOPTED RATES  
EFFECTIVE MARCH 1, 2019**

SCE EQUIVALENT SCHEDULE	RMEA RATE SCHEDULE	UNIT/PERIOD	DESCRIPTION	CURRENT RATE
<b>TOU-EV-1 (Time of Use Electric Vehicle Charging)</b>				
	ENERGY CHARGE (\$/KWH)	<u>SUMMER</u>	<u>June 1 through September 30</u>	
		PEAK	12pm - 9pm every day	\$0.17887
		OFF-PEAK	All other hours, all year, every da	\$0.02375
		<u>WINTER</u>	<u>October 1 through May 31</u>	
		PEAK	12pm - 9pm every day	\$0.04836
		OFF-PEAK	All other hours, all year, every da	\$0.02449

**100% RENEWABLE OPTION**

Customers electing the 100% renewable service option will pay the applicable rate for the basic 35% renewable service option plus the below 100% renewable premium charge:

ENERGY CHARGE (\$/KWH)	NON-RESIDENTIAL	\$0.02
ENERGY CHARGE (\$/MONTH)	RESIDENTIAL CARE	\$5.00
ENERGY CHARGE (\$/MONTH)	RESIDENTIAL NON-CARE	\$10.00

**NET ENERGY METERING OPTION**

Customers with behind-the-meter generation can elect the NEM option and receive a payment or credit of \$0.06/kWh for annual excess generation.

**LANCASTER CHOICE ENERGY**  
**ADOPTED RATES**  
**EFFECTIVE MARCH 1, 2019**

SCE EQUIVALENT SCHEDULE		PRIME RATE SCHEDULE		CURRENT RATE	PROPOSED RATE
SCE OLD EQUIVALENT RATE	SCE NEW EQUIVALENT RATE	LCE OLD RATE	LCE NEW RATE	APPLICABLE PERIOD	
<b>COMMERCIAL, INDUSTRIAL AND GENERAL SERVICE</b>					
<b>TOU-8-SEC-A</b>	<b>TOU-8-SEC-E</b>	<b>TOU-8-SEC-A</b>	<b>TOU-8-SEC-E</b>		
			ENERGY CHARGE (\$/KWH)	<b>SUMMER</b>	<b>June 1 through September 30</b>
				PEAK	4pm to 9pm weekdays, except holidays
				MID-PEAK	4pm to 9pm weekends
				OFF-PEAK	All hours other than Peak and Mid-Peak
					4pm to 9pm summer weekdays except holidays
			DEMAND CHARGE (\$/KW)	SUMMER TR PEAK	
				<b>WINTER</b>	<b>October 1 through May 31</b>
				MID-PEAK	4pm to 9pm weekdays and weekends
				OFF-PEAK	All hours other than Mid-Peak and Super Off-Peak
				SUPER OFF-PEAK	8am to 3pm weekdays and weekends
					4pm to 9pm weekdays and weekends
			DEMAND CHARGE (\$/KW)	WINTER TR MID-PEAK	
<b>TOU-8-PRI-A</b>	<b>TOU-8-PRI-E</b>	<b>TOU-8-PRI-A</b>	<b>TOU-8-PRI-E</b>		
			ENERGY CHARGE (\$/KWH)	<b>SUMMER</b>	<b>June 1 through September 30</b>
				PEAK	4pm to 9pm weekdays, except holidays
				MID-PEAK	4pm to 9pm weekends
				OFF-PEAK	All hours other than Peak and Mid-Peak
					4pm to 9pm summer weekdays except holidays
			DEMAND CHARGE (\$/KW)	SUMMER TR PEAK	
				<b>WINTER</b>	<b>October 1 through May 31</b>
				MID-PEAK	4pm to 9pm weekdays and weekends
				OFF-PEAK	All hours other than Mid-Peak and Super Off-Peak
				SUPER OFF-PEAK	8am to 3pm weekdays and weekends
					4pm to 9pm weekdays and weekends
			DEMAND CHARGE (\$/KW)	WINTER TR MID-PEAK	
<b>TOU-8-SEC-R</b>	<b>TOU-8-SEC-R (GF)</b>	<b>TOU-8-SEC-R</b>	<b>TOU-8-SEC-R (GF)</b>		
			ENERGY CHARGE (\$/KWH)	<b>SUMMER</b>	<b>June 1 through September 30</b>
				PEAK	12:00 noon to 6:00 p.m. summer weekdays except holidays
				MID-PEAK	8:00 a.m. to 12:00 noon and 6:00 p.m. to 11:00 p.m. summer weekdays except holidays
				OFF-PEAK	All hours other than Peak and Mid-Peak
				<b>WINTER</b>	<b>October 1 through May 31</b>
				MID-PEAK	8:00 a.m. to 9:00 p.m. winter weekdays except holidays
				OFF-PEAK	All hours other than Mid-Peak
<b>TOU-8-SEC-B</b>	<b>TOU-8-SEC-D</b>	<b>TOU-8-SEC-B</b>	<b>TOU-8-SEC-D</b>		
			ENERGY CHARGE (\$/KWH)	<b>SUMMER</b>	<b>June 1 through September 30</b>
				PEAK	4pm to 9pm weekdays, except holidays
				MID-PEAK	4pm to 9pm weekends
				OFF-PEAK	All hours other than Peak and Mid-Peak
					4pm to 9pm summer weekdays except holidays
			DEMAND CHARGE (\$/KW)	SUMMER TR PEAK	
				<b>WINTER</b>	<b>October 1 through May 31</b>
				MID-PEAK	4pm to 9pm weekdays and weekends
				OFF-PEAK	All hours other than Mid-Peak and Super Off-Peak
				SUPER OFF-PEAK	8am to 3pm weekdays and weekends
					4pm to 9pm weekdays and weekends
			DEMAND CHARGE (\$/KW)	WINTER TR MID-PEAK	

**LANCASTER CHOICE ENERGY**  
**ADOPTED RATES**  
**EFFECTIVE MARCH 1, 2019**

SCE EQUIVALENT SCHEDULE		PRIME RATE SCHEDULE		CURRENT RATE	PROPOSED RATE
SCE OLD EQUIVALENT RATE	SCE NEW EQUIVALENT RATE	LCE OLD RATE	LCE NEW RATE		
TOU-8-SEC-B	TOU-8-SEC-B (GF)	TOU-8-SEC-B	TOU-8-SEC-B (GF)	APPLICABLE PERIOD	
			ENERGY CHARGE (\$/KWH)	<b>SUMMER</b>	<b>June 1 through September 30</b>
				PEAK	12:00 noon to 6:00 p.m. summer weekdays except holidays
				MID-PEAK	8:00 a.m. to 12:00 noon and 6:00 p.m. to 11:00 p.m. summer weekdays except holidays
				OFF-PEAK	All hours other than Peak and Mid-Peak
			DEMAND CHARGE (\$/KW)	<b>SUMMER TR PEAK</b>	12:00 noon to 6:00 p.m. summer weekdays except holidays
				<b>SUMMER TR MID-PEAK</b>	8:00 a.m. to 12:00 noon and 6:00 p.m. to 11:00 p.m. summer weekdays except holidays
				<b>WINTER</b>	<b>October 1 through May 31</b>
				MID-PEAK	8:00 a.m. to 12:00 noon and 6:00 p.m. to 11:00 p.m. summer weekdays except holidays
				OFF-PEAK	All hours other than Mid-Peak
<b>TOU-8-PRI-B</b>	<b>TOU-8-PRI-D</b>	<b>TOU-8-PRI-B</b>	<b>TOU-8-PRI-D</b>	<b>SUMMER</b>	<b>June 1 through September 30</b>
			ENERGY CHARGE (\$/KWH)	PEAK	4:00 p.m. to 9:00 p.m. summer weekdays except holidays
				MID-PEAK	4:00 p.m. to 9:00 p.m. summer weekends
				OFF-PEAK	All hours other than Peak and Mid-Peak
			DEMAND CHARGE (\$/KW)	<b>SUMMER TR PEAK</b>	4:00 p.m. to 9:00 p.m. summer weekdays except holidays
				<b>WINTER</b>	<b>October 1 through May 31</b>
				MID-PEAK	4:00 p.m. to 9:00 p.m. winter weekdays and weekends
			ENERGY CHARGE (\$/KWH)	OFF-PEAK	All hours other than Mid-Peak and Super Off-Peak
				SUPER OFF-PEAK	8:00 a.m. to 3:00 p.m. winter weekdays and weekends
			DEMAND CHARGE (\$/KW)	<b>WINTER TR MID-PEAK</b>	4:00 p.m. to 9:00 p.m. winter weekdays and weekends
<b>TOU-8-PRI-R</b>	<b>TOU-8-PRI-R (GF)</b>	<b>TOU-8-PRI-R</b>	<b>TOU-8-PRI-R (GF)</b>	<b>SUMMER</b>	<b>June 1 through September 30</b>
			ENERGY CHARGE (\$/KWH)	PEAK	12:00 noon to 6:00 p.m. summer weekdays except holidays
				MID-PEAK	8:00 a.m. to 12:00 noon and 6:00 p.m. to 11:00 p.m. summer weekdays except holidays
				OFF-PEAK	All hours other than Peak and Mid-Peak
				<b>WINTER</b>	<b>October 1 through May 31</b>
				MID-PEAK	8:00 a.m. to 9:00 p.m. winter weekdays except holidays
				OFF-PEAK	All hours other than Mid-Peak



**LANCASTER CHOICE ENERGY**  
**ADOPTED RATES**  
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SCE EQUIVALENT SCHEDULE		PRIME RATE SCHEDULE		CURRENT RATE	PROPOSED RATE
SCE OLD EQUIVALENT RATE	SCE NEW EQUIVALENT RATE	LCE OLD RATE	LCE NEW RATE		
TOU-8-S-PRI-B	TOU-8-S-PRI-D	TOU-8-S-PRI-B	TOU-8-S-PRI-D	APPLICABLE PERIOD	
			ENERGY CHARGE (\$/KWH)	<b>SUMMER</b>	<b>June 1 through September 30</b>
				PEAK	4:00 p.m. to 9:00 p.m. summer weekdays except holidays
				MID-PEAK	4:00 p.m. to 9:00 p.m. summer weekends
				OFF-PEAK	All hours other than Peak and Mid-Peak
			BACKUP DEMAND CHARGE (\$/KW)	SUMMER TR PEAK	4:00 p.m. to 9:00 p.m. summer weekdays except holidays
			SUPPLEMENTAL DEMAND CHARGE (\$/KW)	SUMMER TR PEAK	4:00 p.m. to 9:00 p.m. summer weekdays except holidays
				<b>WINTER</b>	<b>October 1 through May 31</b>
				MID-PEAK	4:00 p.m. to 9:00 p.m. winter weekdays and weekends
				OFF-PEAK	All hours other than Mid-Peak and Super Off-Peak
				SUPER OFF-PEAK	8:00 a.m. to 3:00 p.m. winter weekdays and weekends
			BACKUP DEMAND CHARGE (\$/KW)	WINTER TR MID-PEAK	4:00 p.m. to 9:00 p.m. summer weekdays except holidays
			SUPPLEMENTAL DEMAND CHARGE (\$/KW)	WINTER TR MID-PEAK	4:00 p.m. to 9:00 p.m. summer weekdays except holidays
TOU-8-S-PRI-B	TOU-8-S-PRI-B (GF)	TOU-8-S-PRI-B	TOU-8-S-PRI-B (GF)	<b>SUMMER</b>	<b>June 1 through September 30</b>
			ENERGY CHARGE (\$/KWH)	PEAK	12:00 noon to 6:00 pm summer weekdays except holidays \$0.06730
				MID-PEAK	8am to 12 noon and 6pm to 11pm summer weekdays except holidays \$0.04118
				OFF-PEAK	All hours other than Peak and Mid-Peak \$0.02372
			BACKUP DEMAND CHARGE (\$/KW)	SUMMER TR PEAK	12:00 noon to 6:00 pm summer weekdays except holidays \$21.16000
				SUMMER TR MID-PEAK	8am to 12 noon and 6pm to 11pm summer weekdays except holidays \$3.99000
				<b>WINTER</b>	<b>October 1 through May 31</b>
			ENERGY CHARGE (\$/KWH)	MID-PEAK	8am to 12 noon and 6pm to 11pm winter weekdays except holidays \$0.03950
				OFF-PEAK	All hours other than Mid-Peak \$0.02908
TOU-8-SUB-B	TOU-8-SUB-D	TOU-8-SUB-B	TOU-8-SUB-D	<b>SUMMER</b>	<b>June 1 through September 30</b>
			ENERGY CHARGE (\$/KWH)	PEAK	4:00 p.m. to 9:00 p.m. summer weekdays except holidays
				MID-PEAK	4:00 p.m. to 9:00 p.m. summer weekends
				OFF-PEAK	All hours other than Peak and Mid-Peak
			DEMAND CHARGE	SUMMER TR PEAK	4:00 p.m. to 9:00 p.m. summer weekdays except holidays
				<b>WINTER</b>	<b>October 1 through May 31</b>
				MID-PEAK	4:00 p.m. to 9:00 p.m. winter weekdays and weekends
				OFF-PEAK	All hours other than Mid-Peak and Super Off-Peak
				SUPER OFF-PEAK	8:00 a.m. to 3:00 p.m. winter weekdays and weekends
			DEMAND CHARGE	WINTER TR MID-PEAK	4:00 p.m. to 9:00 p.m. winter weekdays and weekends

**LANCASTER CHOICE ENERGY**  
**ADOPTED RATES**  
**EFFECTIVE MARCH 1, 2019**

SCE EQUIVALENT SCHEDULE		PRIME RATE SCHEDULE		CURRENT RATE	PROPOSED RATE
SCE OLD EQUIVALENT RATE	SCE NEW EQUIVALENT RATE	LCE OLD RATE	LCE NEW RATE		
TOU-8-SUB-B	TOU-8-SUB-B (GF)	TOU-8-SUB-B	TOU-8-SUB-B (GF)	APPLICABLE PERIOD	
					<b>SUMMER</b>
					<b>June 1 through September 30</b>
			ENERGY CHARGE (\$/KWH)		12:00 noon to 6:00 p.m. summer weekdays except holidays
			PEAK	0.06421	
					8:00 a.m. to 12:00 noon and 6:00 p.m. to 11:00 p.m. summer weekdays except holidays
			MID-PEAK	0.04016	
					All hours other than Peak and Mid-Peak
			OFF-PEAK	0.02356	
			DEMAND CHARGES		12:00 noon to 6:00 p.m. summer weekdays except holidays
			SUMMER TR PEAK	20.86	
					8:00 a.m. to 12:00 noon and 6:00 p.m. to 11:00 p.m. summer weekdays except holidays
			SUMMER TR MID-PEAK	3.84	
					<b>WINTER</b>
					<b>October 1 through May 31</b>
			ENERGY CHARGE (\$/KWH)		8:00 a.m. to 12:00 noon and 6:00 p.m. to 11:00 p.m. summer weekdays except holidays
			MID-PEAK	0.03896	
			OFF-PEAK	0.02894	All hours other than Mid-Peak
<b>TOU-GS-1-A</b>	<b>TOU-GS-1-E</b>	<b>TOU-GS-1-A</b>	<b>TOU-GS-1-E</b>		<b>SUMMER</b>
			ENERGY CHARGE (\$/KWH)		<b>June 1 through September 30</b>
			PEAK		4:00 p.m. to 9:00 p.m. summer weekdays except holidays
			MID-PEAK		4:00 p.m. to 9:00 p.m. summer weekends
			OFF-PEAK		All hours other than Peak and Mid-Peak
					<b>WINTER</b>
					<b>October 1 through May 31</b>
			MID-PEAK		4:00 p.m. to 9:00 p.m. winter weekdays and weekends
			OFF-PEAK		All hours other than Mid-Peak and Super Off-Peak
			SUPER OFF-PEAK		8:00 a.m. to 3:00 p.m. winter weekdays and weekends
<b>TOU-GS-1-A</b>	<b>TOU-GS-1-A (GF)</b>	<b>TOU-GS-1-A</b>	<b>TOU-GS-1-A (GF)</b>		<b>SUMMER</b>
			ENERGY CHARGE (\$/KWH)		<b>June 1 through September 30</b>
			PEAK	\$0.13883	12pm to 6pm weekdays, except holidays
			MID-PEAK	\$0.09649	8am to 12pm and 6pm to 11pm weekdays, except holidays
			OFF-PEAK	\$0.06832	All hours other than Peak and Mid-Peak
					<b>WINTER</b>
					<b>October 1 through May 31</b>
			MID-PEAK	\$0.06364	8am to 12pm and 6pm to 11pm weekdays, except holidays
			OFF-PEAK	\$0.05366	All hours other than Mid-Peak

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SCE EQUIVALENT SCHEDULE		PRIME RATE SCHEDULE		CURRENT RATE	PROPOSED RATE
SCE OLD EQUIVALENT RATE	SCE NEW EQUIVALENT RATE	LCE OLD RATE	LCE NEW RATE		
TOU-GS-1-B	TOU-GS-1-D	TOU-GS-1-B	TOU-GS-1-D		
			ENERGY CHARGE (\$/KWH)	<b>SUMMER</b>	<b>June 1 through September 30</b>
				PEAK	4:00 p.m. to 9:00 p.m. summer weekdays except holidays
				MID-PEAK	4:00 p.m. to 9:00 p.m. summer weekends
				OFF-PEAK	All hours other than Peak and Mid-Peak
			DEMAND CHARGE (\$/KW)	SUMMER TR PEAK	4:00 p.m. to 9:00 p.m. summer weekdays except holidays
				<b>WINTER</b>	<b>October 1 through May 31</b>
				MID-PEAK	4:00 p.m. to 9:00 p.m. winter weekdays and weekends
				OFF-PEAK	All hours other than Mid-Peak and Super Off-Peak
				SUPER OFF-PEAK	8:00 a.m. to 3:00 p.m. winter weekdays and weekends
			DEMAND CHARGE (\$/KW)	WINTER TR MID-PEAK	4:00 p.m. to 9:00 p.m. winter weekdays and weekends
TOU-GS-1-B	TOU-GS-1-B (GF)	TOU-GS-1-B	TOU-GS-1-B (GF)		
			ENERGY CHARGE (\$/KWH)	<b>SUMMER</b>	<b>June 1 through September 30</b>
				PEAK	12pm to 6pm weekdays, except holidays \$0.11569
				MID-PEAK	8am to 12pm and 6pm to 11pm weekdays, except holidays \$0.04216
				OFF-PEAK	All hours other than Peak and Mid-Peak \$0.02402
				<b>WINTER</b>	<b>October 1 through May 31</b>
				MID-PEAK	8am to 12pm and 6pm to 11pm weekdays, except holidays \$0.07402
				OFF-PEAK	All hours other than Mid-Peak \$0.04476
			DEMAND CHARGE (\$/KW)	SUMMER TR PEAK	12pm to 6pm summer weekdays except holidays \$7.21000
				SUMMER TR MID-PEAK	8am to 12pm and 6pm to 11pm summer weekdays except holidays \$2.74000
TOU-GS-1-C	TOU-GS-1-LG	TOU-GS-1-C	TOU-GS-1-LG		
			ENERGY CHARGE (\$/KWH)	<b>SUMMER</b>	<b>June 1 through September 30</b>
				PEAK	4:00 p.m. to 9:00 p.m. summer weekdays except holidays
				MID-PEAK	4:00 p.m. to 9:00 p.m. summer weekends
				OFF-PEAK	All hours other than Peak and Mid-Peak
				<b>WINTER</b>	<b>October 1 through May 31</b>
				MID-PEAK	4:00 p.m. to 9:00 p.m. winter weekdays and weekends
				OFF-PEAK	All hours other than Mid-Peak and Super Off-Peak
				SUPER OFF-PEAK	8:00 a.m. to 3:00 p.m. winter weekdays and weekends

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**ADOPTED RATES**  
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SCE EQUIVALENT SCHEDULE		PRIME RATE SCHEDULE		CURRENT RATE	PROPOSED RATE
SCE OLD EQUIVALENT RATE	SCE NEW EQUIVALENT RATE	LCE OLD RATE	LCE NEW RATE		
TOU-GS-2-A	TOU-GS-2-E	TOU-GS-2-A	TOU-GS-2-E		
			ENERGY CHARGE (\$/KWH)	<b>SUMMER</b>	<b>June 1 through September 30</b>
				PEAK	4:00 p.m. to 9:00 p.m. summer weekdays except holidays
				MID-PEAK	4:00 p.m. to 9:00 p.m. summer weekends
				OFF-PEAK	All hours other than Peak and Mid-Peak
			DEMAND CHARGE (\$/KW)	SUMMER TR PEAK	4:00 p.m. to 9:00 p.m. summer weekdays except holidays
				<b>WINTER</b>	<b>October 1 through May 31</b>
				MID-PEAK	4:00 p.m. to 9:00 p.m. winter weekdays and weekends
				OFF-PEAK	All hours other than Mid-Peak and Super Off-Peak
				SUPER OFF-PEAK	8:00 a.m. to 3:00 p.m. winter weekdays and weekends
			DEMAND CHARGE (\$/KW)	WINTER TR MID-PEAK	4:00 p.m. to 9:00 p.m. winter weekdays and weekends
TOU-GS-2-A	TOU-GS-2-A (GF)	TOU-GS-2-A	TOU-GS-2-A (GF)		
			ENERGY CHARGE (\$/KWH)	<b>SUMMER</b>	<b>June 1 through September 30</b>
				PEAK	12pm to 6pm weekdays, except holidays \$0.33214
				MID-PEAK	8am to 12pm and 6pm to 11pm weekdays, except holidays \$0.08051
				OFF-PEAK	All hours other than Peak and Mid-Peak \$0.01716
				<b>WINTER</b>	<b>October 1 through May 31</b>
				MID-PEAK	8am to 12pm and 6pm to 11pm weekdays, except holidays \$0.03579
				OFF-PEAK	All hours other than Mid-Peak \$0.02446
TOU-GS-2-B	TOU-GS-2-D	TOU-GS-2-B	TOU-GS-2-D		
			ENERGY CHARGE (\$/KWH)	<b>SUMMER</b>	<b>June 1 through September 30</b>
				PEAK	4:00 p.m. to 9:00 p.m. summer weekdays except holidays
				MID-PEAK	4:00 p.m. to 9:00 p.m. summer weekends
				OFF-PEAK	All hours other than Peak and Mid-Peak
			DEMAND CHARGE (\$/KW)	SUMMER TR PEAK	4:00 p.m. to 9:00 p.m. summer weekdays except holidays
				<b>WINTER</b>	<b>October 1 through May 31</b>
				MID-PEAK	4:00 p.m. to 9:00 p.m. winter weekdays and weekends
				OFF-PEAK	All hours other than Mid-Peak and Super Off-Peak
				SUPER OFF-PEAK	8:00 a.m. to 3:00 p.m. winter weekdays and weekends
			DEMAND CHARGE (\$/KW)	WINTER TR MID-PEAK	4:00 p.m. to 9:00 p.m. winter weekdays and weekends

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SCE EQUIVALENT SCHEDULE		PRIME RATE SCHEDULE		CURRENT RATE	PROPOSED RATE
SCE OLD EQUIVALENT RATE	SCE NEW EQUIVALENT RATE	LCE OLD RATE	LCE NEW RATE		
TOU-GS-2-B	TOU-GS-2-B (GF)	TOU-GS-2-B	TOU-GS-2-B (GF)		
			ENERGY CHARGE (\$/KWH)		
				<b>SUMMER</b>	<b>June 1 through September 30</b>
				PEAK	12pm to 6pm weekdays, except holidays \$0.08125
				MID-PEAK	8am to 12pm and 6pm to 11pm weekdays, except holidays \$0.03949
				OFF-PEAK	All hours other than Peak and Mid-Peak \$0.01717
				<b>WINTER</b>	<b>October 1 through May 31</b>
				MID-PEAK	8am to 12pm and 6pm to 11pm weekdays, except holidays \$0.03580
				OFF-PEAK	All hours other than Mid-Peak \$0.02447
			DEMAND CHARGE (\$/KW)		
				SUMMER TR PEAK	12pm to 6pm summer weekdays except holidays \$19.31000
				SUMMER TR MID-PEAK	8am to 12pm and 6pm to 11pm summer weekdays except holidays \$3.77000
TOU-GS-2-PRI-B	TOU-GS-2-PRI-D	TOU-GS-2-PRI-B	TOU-GS-2-PRI-D		
				<b>SUMMER</b>	<b>June 1 through September 30</b>
			ENERGY CHARGE (\$/KWH)	PEAK	4:00 p.m. to 9:00 p.m. summer weekdays except holidays
				MID-PEAK	4:00 p.m. to 9:00 p.m. summer weekends
				OFF-PEAK	All hours other than Peak and Mid-Peak
			DEMAND CHARGE (\$/KW)	SUMMER TR PEAK	4:00 p.m. to 9:00 p.m. summer weekdays except holidays
				<b>WINTER</b>	<b>October 1 through May 31</b>
				MID-PEAK	4:00 p.m. to 9:00 p.m. winter weekdays and weekends
			ENERGY CHARGE (\$/KWH)	OFF-PEAK	All hours other than Mid-Peak and Super Off-Peak
				SUPER OFF-PEAK	8:00 a.m. to 3:00 p.m. winter weekdays and weekends
			DEMAND CHARGE (\$/KW)	WINTER TR MID-PEAK	4:00 p.m. to 9:00 p.m. winter weekdays and weekends
TOU-GS-3-A	TOU-GS-3-E	TOU-GS-3-A	TOU-GS-3-E		
			ENERGY CHARGE (\$/KWH)	<b>SUMMER</b>	<b>June 1 through September 30</b>
				PEAK	4:00 p.m. to 9:00 p.m. summer weekdays except holidays
				MID-PEAK	4:00 p.m. to 9:00 p.m. summer weekends
				OFF-PEAK	All hours other than Peak and Mid-Peak
			DEMAND CHARGE (\$/KW)	SUMMER TR PEAK	4:00 p.m. to 9:00 p.m. summer weekdays except holidays
				<b>WINTER</b>	<b>October 1 through May 31</b>
				MID-PEAK	4:00 p.m. to 9:00 p.m. winter weekdays and weekends
				OFF-PEAK	All hours other than Mid-Peak and Super Off-Peak
				SUPER OFF-PEAK	8:00 a.m. to 3:00 p.m. winter weekdays and weekends
			DEMAND CHARGE (\$/KW)	WINTER TR MID-PEAK	4:00 p.m. to 9:00 p.m. winter weekdays and weekends

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ADOPTED RATES  
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SCE EQUIVALENT SCHEDULE		PRIME RATE SCHEDULE		CURRENT RATE	PROPOSED RATE
SCE OLD EQUIVALENT RATE	SCE NEW EQUIVALENT RATE	LCE OLD RATE	LCE NEW RATE		
TOU-GS-3-A	TOU-GS-3-A (GF)	TOU-GS-3-A	TOU-GS-3-A (GF)		
			ENERGY CHARGE (\$/KWH)		
				<b>SUMMER</b>	<b>June 1 through September 30</b>
				PEAK	12pm to 6pm weekdays, except holidays \$0.30820
				MID-PEAK	8am to 12pm and 6pm to 11pm weekdays, except holidays \$0.07806
				OFF-PEAK	All hours other than Peak and Mid-Peak \$0.02169
				<b>WINTER</b>	<b>October 1 through May 31</b>
				MID-PEAK	8am to 12pm and 6pm to 11pm weekdays, except holidays \$0.03770
				OFF-PEAK	All hours other than Mid-Peak \$0.02711
TOU-GS-3-B	TOU-GS-3-D	TOU-GS-3-B	TOU-GS-3-D		
			ENERGY CHARGE (\$/KWH)	<b>SUMMER</b>	<b>June 1 through September 30</b>
				PEAK	4:00 p.m. to 9:00 p.m. summer weekdays except holidays
				MID-PEAK	4:00 p.m. to 9:00 p.m. summer weekends
				OFF-PEAK	All hours other than Peak and Mid-Peak
			DEMAND CHARGE (\$/KW)	SUMMER TR PEAK	4:00 p.m. to 9:00 p.m. summer weekdays except holidays
				<b>WINTER</b>	<b>October 1 through May 31</b>
				MID-PEAK	4:00 p.m. to 9:00 p.m. winter weekdays and weekends
			ENERGY CHARGE (\$/KWH)	OFF-PEAK	All hours other than Mid-Peak and Super Off-Peak
				SUPER OFF-PEAK	8:00 a.m. to 3:00 p.m. winter weekdays and weekends
			DEMAND CHARGE (\$/KW)	WINTER TR MID-PEAK	4:00 p.m. to 9:00 p.m. winter weekdays and weekends
TOU-GS-3-B	TOU-GS-3-B (GF)	TOU-GS-3-B	TOU-GS-3-B (GF)		
			ENERGY CHARGE (\$/KWH)	<b>SUMMER</b>	<b>June 1 through September 30</b>
				PEAK	12pm to 6pm weekdays, except holidays \$0.05406
				MID-PEAK	8am to 12pm and 6pm to 11pm weekdays, except holidays \$0.04253
				OFF-PEAK	All hours other than Peak and Mid-Peak \$0.02169
				<b>WINTER</b>	<b>October 1 through May 31</b>
				MID-PEAK	8am to 12pm and 6pm to 11pm weekdays, except holidays \$0.03770
				OFF-PEAK	All hours other than Mid-Peak \$0.02711
			DEMAND CHARGE (\$/KW)	SUMMER TR PEAK	12pm to 6pm summer weekdays except holidays \$19.43000
				SUMMER TR MID-PEAK	8am to 12pm and 6pm to 11pm summer weekdays except holidays \$3.83000

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SCE EQUIVALENT SCHEDULE		PRIME RATE SCHEDULE		CURRENT RATE	PROPOSED RATE
SCE OLD EQUIVALENT RATE	SCE NEW EQUIVALENT RATE	LCE OLD RATE	LCE NEW RATE		
TOU-GS-3-PRI-B	TOU-GS-3-PRI-D	TOU-GS-3-PRI-B	TOU-GS-3-PRI-D		
				<b>SUMMER</b>	<b>June 1 through September 30</b>
			ENERGY CHARGE (\$/KWH)	PEAK	4:00 p.m. to 9:00 p.m. summer weekdays except holidays
				MID-PEAK	4:00 p.m. to 9:00 p.m. summer weekends
				OFF-PEAK	All hours other than Peak and Mid-Peak
			DEMAND CHARGE (\$/KW)	SUMMER TR PEAK	4:00 p.m. to 9:00 p.m. summer weekdays except holidays
				<b>WINTER</b>	<b>October 1 through May 31</b>
			ENERGY CHARGE (\$/KWH)	MID-PEAK	4:00 p.m. to 9:00 p.m. winter weekdays and weekends
				OFF-PEAK	All hours other than Mid-Peak and Super Off-Peak
				SUPER OFF-PEAK	8:00 a.m. to 3:00 p.m. winter weekdays and weekends
			DEMAND CHARGE (\$/KW)	WINTER TR MID-PEAK	4:00 p.m. to 9:00 p.m. winter weekdays and weekends
TOU-EV-4	TOU-EV-8	TOU-EV-4	TOU-EV-8	<b>SUMMER</b>	<b>June 1 through September 30</b>
			ENERGY CHARGE (\$/KWH)	PEAK	4:00 p.m. to 9:00 p.m. summer weekdays except holidays
				MID-PEAK	4:00 p.m. to 9:00 p.m. summer weekends
				OFF-PEAK	All hours other than Peak and Mid-Peak
				<b>WINTER</b>	<b>October 1 through May 31</b>
				PEAK	All hours other than Mid-Peak and Off-Peak
				MID-PEAK	4:00 p.m. to 9:00 p.m. winter weekdays and weekends
				OFF-PEAK	9:00 p.m. to 8:00 a.m. winter weekdays and weekends
	TOU-EV-7-E	New	TOU-EV-7-E	<b>SUMMER</b>	<b>June 1 through September 30</b>
			ENERGY CHARGE (\$/KWH)	PEAK	4:00 p.m. to 9:00 p.m. summer weekdays except holidays
				MID-PEAK	4:00 p.m. to 9:00 p.m. summer weekends
				OFF-PEAK	All hours other than Peak and Mid-Peak
				<b>WINTER</b>	<b>October 1 through May 31</b>
				PEAK	All hours other than Mid-Peak and Off-Peak
				MID-PEAK	4:00 p.m. to 9:00 p.m. winter weekdays and weekends
				OFF-PEAK	9:00 p.m. to 8:00 a.m. winter weekdays and weekends
	TOU-EV-7-D	New	TOU-EV-7-D	<b>SUMMER</b>	<b>June 1 through September 30</b>
			ENERGY CHARGE (\$/KWH)	PEAK	4:00 p.m. to 9:00 p.m. summer weekdays except holidays
				MID-PEAK	4:00 p.m. to 9:00 p.m. summer weekends
				OFF-PEAK	All hours other than Peak and Mid-Peak
				<b>WINTER</b>	<b>October 1 through May 31</b>
				PEAK	All hours other than Mid-Peak and Off-Peak
				MID-PEAK	4:00 p.m. to 9:00 p.m. winter weekdays and weekends
				OFF-PEAK	9:00 p.m. to 8:00 a.m. winter weekdays and weekends

**LANCASTER CHOICE ENERGY**  
**ADOPTED RATES**  
**EFFECTIVE MARCH 1, 2019**

SCE EQUIVALENT SCHEDULE		PRIME RATE SCHEDULE		CURRENT	PROPOSED
SCE OLD	SCE NEW	LCE OLD RATE	LCE NEW RATE	RATE	RATE
EQUIVALENT RATE	EQUIVALENT RATE				
<b>AGRICULTURAL AND PUMPING</b>					
<b>TOU-PA-2-A</b>	<b>TOU-PA-2-E4</b>	<b>TOU-PA-2-A</b>	<b>TOU-PA-2-E4</b>		
			ENERGY CHARGE (\$/KWH)	<b>SUMMER</b>	<b>June 1 through September 30</b>
				PEAK	4:00 p.m. to 9:00 p.m. summer weekdays except holidays
				MID-PEAK	4:00 p.m. to 9:00 p.m. summer weekends
				OFF-PEAK	All hours other than Peak and Mid-Peak
				<b>WINTER</b>	<b>October 1 through May 31</b>
				MID-PEAK	4:00 p.m. to 9:00 p.m. winter weekdays and weekends
				OFF-PEAK	All hours other than Mid-Peak and Super Off-Peak
				SUPER OFF-PEAK	8:00 a.m. to 3:00 p.m. winter weekdays and weekends
<b>TOU-PA-2-A</b>	<b>TOU-PA-2-E5</b>	<b>TOU-PA-2-A</b>	<b>TOU-PA-2-E5</b>		
			ENERGY CHARGE (\$/KWH)	<b>SUMMER</b>	<b>June 1 through September 30</b>
				PEAK	4:00 p.m. to 9:00 p.m. summer weekdays except holidays
				MID-PEAK	4:00 p.m. to 9:00 p.m. summer weekends
				OFF-PEAK	All hours other than Peak and Mid-Peak
				<b>WINTER</b>	<b>October 1 through May 31</b>
				MID-PEAK	4:00 p.m. to 9:00 p.m. winter weekdays and weekends
				OFF-PEAK	All hours other than Mid-Peak and Super Off-Peak
				SUPER OFF-PEAK	8:00 a.m. to 3:00 p.m. winter weekdays and weekends
<b>TOU-PA-2-A</b>	<b>TOU-PA-2-A (GF)</b>	<b>TOU-PA-2-A</b>	<b>TOU-PA-2-A (GF)</b>		
			ENERGY CHARGE (\$/KWH)	<b>SUMMER</b>	<b>June 1 through September 30</b>
				PEAK	12pm to 6pm weekdays, except holidays \$0.31382
				MID-PEAK	8am to 12pm and 6pm to 11pm weekdays, except holidays \$0.07029
				OFF-PEAK	All hours other than Peak and Mid-Peak \$0.02326
				<b>WINTER</b>	<b>October 1 through May 31</b>
				MID-PEAK	8am to 12pm and 6pm to 11pm weekdays, except holidays \$0.03936
				OFF-PEAK	All hours other than Mid-Peak \$0.02870



**LANCASTER CHOICE ENERGY  
ADOPTED RATES  
EFFECTIVE MARCH 1, 2019**

SCE EQUIVALENT SCHEDULE		PRIME RATE SCHEDULE		CURRENT RATE	PROPOSED RATE
SCE OLD EQUIVALENT RATE	SCE NEW EQUIVALENT RATE	LCE OLD RATE	LCE NEW RATE		
TOU-PA-2-B	TOU-PA-2-D4	TOU-PA-2-B	TOU-PA-2-D4		
				<b>SUMMER</b>	<b>June 1 through September 30</b>
				PEAK	4:00 p.m. to 9:00 p.m. summer weekdays except holidays
ENERGY CHARGE (\$/KWH)				MID-PEAK	4:00 p.m. to 9:00 p.m. summer weekends
				OFF-PEAK	All hours other than Peak and Mid-Peak
DEMAND CHARGE (\$/KW)				SUMMER TR PEAK	4:00 p.m. to 9:00 p.m. summer weekdays except holidays
				<b>WINTER</b>	<b>October 1 through May 31</b>
				MID-PEAK	4:00 p.m. to 9:00 p.m. winter weekdays and weekends
ENERGY CHARGE (\$/KWH)				OFF-PEAK	All hours other than Mid-Peak and Super Off-Peak
				SUPER OFF-PEAK	8:00 a.m. to 3:00 p.m. winter weekdays and weekends
DEMAND CHARGE (\$/KW)				WINTER TR MID-PEAK	4:00 p.m. to 9:00 p.m. summer weekdays except holidays
TOU-PA-2-B	TOU-PA-2-D5	TOU-PA-2-B	TOU-PA-2-D5		
				<b>SUMMER</b>	<b>June 1 through September 30</b>
				PEAK	4:00 p.m. to 9:00 p.m. summer weekdays except holidays
ENERGY CHARGE (\$/KWH)				MID-PEAK	4:00 p.m. to 9:00 p.m. summer weekends
				OFF-PEAK	All hours other than Peak and Mid-Peak
DEMAND CHARGE (\$/KW)				SUMMER TR PEAK	4:00 p.m. to 9:00 p.m. summer weekdays except holidays
				<b>WINTER</b>	<b>October 1 through May 31</b>
				MID-PEAK	4:00 p.m. to 9:00 p.m. winter weekdays and weekends
ENERGY CHARGE (\$/KWH)				OFF-PEAK	All hours other than Mid-Peak and Super Off-Peak
				SUPER OFF-PEAK	8:00 a.m. to 3:00 p.m. winter weekdays and weekends
DEMAND CHARGE (\$/KW)				WINTER TR MID-PEAK	4:00 p.m. to 9:00 p.m. summer weekdays except holidays
TOU-PA-2-B	TOU-PA-2-B (GF)	TOU-PA-2-B	TOU-PA-2-B (GF)		
				<b>SUMMER</b>	<b>June 1 through September 30</b>
ENERGY CHARGE (\$/KWH)				PEAK	12pm to 6pm weekdays, except holidays \$0.10440
				MID-PEAK	8am to 12pm and 6pm to 11pm weekdays, except holidays \$0.04525
				OFF-PEAK	All hours other than Peak and Mid-Peak \$0.02326
				<b>WINTER</b>	<b>October 1 through May 31</b>
				MID-PEAK	8am to 12pm and 6pm to 11pm weekdays, except holidays \$0.03936
				OFF-PEAK	All hours other than Mid-Peak \$0.02870
DEMAND CHARGE (\$/KW)				SUMMER TR PEAK	12pm to 6pm summer weekdays except holidays \$11.88000
				SUMMER TR MID-PEAK	8am to 12pm and 6pm to 11pm summer weekdays except holidays \$2.15000

**LANCASTER CHOICE ENERGY**  
**ADOPTED RATES**  
**EFFECTIVE MARCH 1, 2019**

SCE EQUIVALENT SCHEDULE		PRIME RATE SCHEDULE		CURRENT RATE	PROPOSED RATE
SCE OLD EQUIVALENT RATE	SCE NEW EQUIVALENT RATE	LCE OLD RATE	LCE NEW RATE		
TOU-PA-2-SOP-1	TOU-PA-2-SOP-1	TOU-PA-2-SOP-1	TOU-PA-2-SOP-1		
			ENERGY CHARGE (\$/KWH)		
				<b>SUMMER</b>	<b>June 1 through September 30</b>
				PEAK	1pm to 5pm weekdays, except holidays
				OFF-PEAK	All hours other than Peak and Super Off-Peak
				SUPER OFF-PEAK	12 Midnight to 6am every day
				<b>WINTER</b>	<b>October 1 through May 31</b>
				OFF-PEAK	All hours other than Super Off-Peak
				SUPER OFF-PEAK	12 midnight to 6am every day
				SUMMER TR PEAK	1pm to 6pm summer weekdays except holidays
TOU-PA-2-SOP-2	TOU-PA-2-SOP-2	TOU-PA-2-SOP-2	TOU-PA-2-SOP-2		
			ENERGY CHARGE (\$/KWH)		
				<b>SUMMER</b>	<b>June 1 through September 30</b>
				PEAK	1pm to 5pm weekdays, except holidays
				OFF-PEAK	All hours other than Peak and Super Off-Peak
				SUPER OFF-PEAK	12 Midnight to 6am every day
				<b>WINTER</b>	<b>October 1 through May 31</b>
				OFF-PEAK	All hours other than Super Off-Peak
				SUPER OFF-PEAK	12 midnight to 6am every day
				SUMMER TR PEAK	1pm to 6pm summer weekdays except holidays
			DEMAND CHARGE (\$/KW)		
					0.07669
					0.04205
					0.0168
					0.04578
					0.02119
					17.51
TOU-PA-3-A	TOU-PA-3-E4	TOU-PA-3-A	TOU-PA-3-E4		
				<b>SUMMER</b>	<b>June 1 through September 30</b>
			ENERGY CHARGE (\$/KWH)	PEAK	4:00 p.m. to 9:00 p.m. summer weekdays except holidays
				MID-PEAK	4:00 p.m. to 9:00 p.m. summer weekends
				OFF-PEAK	All hours other than Peak and Mid-Peak
			DEMAND CHARGE (\$/KW)	SUMMER TR PEAK	4:00 p.m. to 9:00 p.m. summer weekdays except holidays
				<b>WINTER</b>	<b>October 1 through May 31</b>
				MID-PEAK	4:00 p.m. to 9:00 p.m. winter weekdays and weekends
			ENERGY CHARGE (\$/KWH)	OFF-PEAK	All hours other than Mid-Peak and Super Off-Peak
				SUPER OFF-PEAK	8:00 a.m. to 3:00 p.m. winter weekdays and weekends
			DEMAND CHARGE (\$/KW)	WINTER TR MID-PEAK	4:00 p.m. to 9:00 p.m. summer weekdays except holidays

**LANCASTER CHOICE ENERGY**  
**ADOPTED RATES**  
**EFFECTIVE MARCH 1, 2019**

SCE EQUIVALENT SCHEDULE		PRIME RATE SCHEDULE		CURRENT RATE	PROPOSED RATE
SCE OLD EQUIVALENT RATE	SCE NEW EQUIVALENT RATE	LCE OLD RATE	LCE NEW RATE		
TOU-PA-3-A	TOU-PA-3-E5	TOU-PA-3-A	TOU-PA-3-E5	APPLICABLE PERIOD	
				<b>SUMMER</b>	<b>June 1 through September 30</b>
				PEAK	4:00 p.m. to 9:00 p.m. summer weekdays except holidays
ENERGY CHARGE (\$/KWH)				MID-PEAK	4:00 p.m. to 9:00 p.m. summer weekends
				OFF-PEAK	All hours other than Peak and Mid-Peak
DEMAND CHARGE (\$/KW)				SUMMER TR PEAK	4:00 p.m. to 9:00 p.m. summer weekdays except holidays
				<b>WINTER</b>	<b>October 1 through May 31</b>
				MID-PEAK	4:00 p.m. to 9:00 p.m. winter weekdays and weekends
ENERGY CHARGE (\$/KWH)				OFF-PEAK	All hours other than Mid-Peak and Super Off-Peak
				SUPER OFF-PEAK	8:00 a.m. to 3:00 p.m. winter weekdays and weekends
DEMAND CHARGE (\$/KW)				WINTER TR MID-PEAK	4:00 p.m. to 9:00 p.m. summer weekdays except holidays
<b>TOU-PA-3-A</b>	<b>TOU-PA-3-A (GF)</b>	<b>TOU-PA-3-A</b>	<b>TOU-PA-3-A (GF)</b>		
ENERGY CHARGE (\$/KWH)				<b>SUMMER</b>	<b>June 1 through September 30</b>
				PEAK	12pm to 6pm weekdays, except holidays
				MID-PEAK	8am to 12pm and 6pm to 11pm weekdays, except holidays
				OFF-PEAK	All hours other than Peak and Mid-Peak
					\$0.24271
					\$0.06044
					\$0.02522
				<b>WINTER</b>	<b>October 1 through May 31</b>
				MID-PEAK	8am to 12pm and 6pm to 11pm weekdays, except holidays
				OFF-PEAK	All hours other than Mid-Peak
					0.04013
					0.03027
DEMAND CHARGE (\$/KW)				SUMMER TR PEAK	12pm to 6pm summer weekdays except holidays
				SUMMER TR MID-PEAK	8am to 12pm and 6pm to 11pm summer weekdays except holidays
<b>TOU-PA-3-B</b>	<b>TOU-PA-3-D4</b>	<b>TOU-PA-3-B</b>	<b>TOU-PA-3-D4</b>		
				<b>SUMMER</b>	<b>June 1 through September 30</b>
				PEAK	4:00 p.m. to 9:00 p.m. summer weekdays except holidays
ENERGY CHARGE (\$/KWH)				MID-PEAK	4:00 p.m. to 9:00 p.m. summer weekends
				OFF-PEAK	All hours other than Peak and Mid-Peak
DEMAND CHARGE (\$/KW)				SUMMER TR PEAK	4:00 p.m. to 9:00 p.m. summer weekdays except holidays
				<b>WINTER</b>	<b>October 1 through May 31</b>
				MID-PEAK	4:00 p.m. to 9:00 p.m. winter weekdays and weekends
ENERGY CHARGE (\$/KWH)				OFF-PEAK	All hours other than Mid-Peak and Super Off-Peak
				SUPER OFF-PEAK	8:00 a.m. to 3:00 p.m. winter weekdays and weekends
DEMAND CHARGE (\$/KW)				WINTER TR MID-PEAK	4:00 p.m. to 9:00 p.m. summer weekdays except holidays

**LANCASTER CHOICE ENERGY**  
**ADOPTED RATES**  
**EFFECTIVE MARCH 1, 2019**

SCE EQUIVALENT SCHEDULE SCE OLD EQUIVALENT RATE		PRIME RATE SCHEDULE LCE OLD RATE		LCE NEW RATE		CURRENT RATE	PROPOSED RATE
TOU-PA-3-B	TOU-PA-3-D5	TOU-PA-3-B	TOU-PA-3-D5	APPLICABLE PERIOD			
				<b>SUMMER</b>	<b>June 1 through September 30</b>		
				ENERGY CHARGE (\$/KWH) PEAK	4:00 p.m. to 9:00 p.m. summer weekdays except holidays		
				MID-PEAK	4:00 p.m. to 9:00 p.m. summer weekends		
				OFF-PEAK	All hours other than Peak and Mid-Peak		
				DEMAND CHARGE (\$/KW) SUMMER TR PEAK	4:00 p.m. to 9:00 p.m. summer weekdays except holidays		
				<b>WINTER</b>	<b>October 1 through May 31</b>		
				ENERGY CHARGE (\$/KWH) MID-PEAK	4:00 p.m. to 9:00 p.m. winter weekdays and weekends		
				OFF-PEAK	All hours other than Mid-Peak and Super Off-Peak		
				SUPER OFF-PEAK	8:00 a.m. to 3:00 p.m. winter weekdays and weekends		
				DEMAND CHARGE (\$/KW) WINTER TR MID-PEAK	4:00 p.m. to 9:00 p.m. summer weekdays except holidays		
<b>TOU-PA-3-B</b>	<b>TOU-PA-3-B (GF)</b>	<b>TOU-PA-3-B</b>	<b>TOU-PA-3-B (GF)</b>	<b>SUMMER</b>	<b>June 1 through September 30</b>		
				ENERGY CHARGE (\$/KWH) PEAK	12pm to 6pm weekdays, except holidays	\$0.09410	
				MID-PEAK	8am to 12pm and 6pm to 11pm weekdays, except holidays	\$0.04434	
				OFF-PEAK	All hours other than Peak and Mid-Peak	\$0.02522	
				<b>WINTER</b>	<b>October 1 through May 31</b>		
				MID-PEAK	8am to 12pm and 6pm to 11pm weekdays, except holidays	\$0.04013	
				OFF-PEAK	All hours other than Mid-Peak	\$0.03027	
				DEMAND CHARGE (\$/KW) SUMMER TR PEAK	12pm to 6pm summer weekdays except holidays	\$10.30000	
				SUMMER TR MID-PEAK	8am to 12pm and 6pm to 11pm summer weekdays except holidays	\$1.66000	
<b>TOU-PA-3-SOP-1</b>	<b>TOU-PA-3-SOP-1</b>	<b>TOU-PA-3-SOP-1</b>	<b>TOU-PA-3-SOP-1</b>	<b>SUMMER</b>	<b>June 1 through September 30</b>		
				ENERGY CHARGE (\$/KWH) PEAK	1pm to 5pm weekdays, except holidays		
				OFF-PEAK	All hours other than Peak and Super Off-Peak		
				SUPER OFF-PEAK	12 Midnight to 6am every day		
				<b>WINTER</b>	<b>October 1 through May 31</b>		
				OFF-PEAK	All hours other than Super Off-Peak		
				SUPER OFF-PEAK	12 midnight to 6am every day		
				DEMAND CHARGE (\$/KW) SUMMER TR PEAK	1pm to 6pm summer weekdays except holidays		

**LANCASTER CHOICE ENERGY  
ADOPTED RATES  
EFFECTIVE MARCH 1, 2019**

SCE EQUIVALENT SCHEDULE		PRIME RATE SCHEDULE		CURRENT RATE	PROPOSED RATE
SCE OLD EQUIVALENT RATE	SCE NEW EQUIVALENT RATE	LCE OLD RATE	LCE NEW RATE		
TOU-PA-3-SOP-2	TOU-PA-3-SOP-2	TOU-PA-3-SOP-2	TOU-PA-3-SOP-2		
ENERGY CHARGE (\$/KWH)				<b>SUMMER</b>	<b>June 1 through September 30</b>
				PEAK	1pm to 5pm weekdays, except holidays
				OFF-PEAK	All hours other than Peak and Super Off-Peak
				SUPER OFF-PEAK	12 Midnight to 6am every day
				<b>WINTER</b>	<b>October 1 through May 31</b>
				OFF-PEAK	All hours other than Super Off-Peak
				SUPER OFF-PEAK	12 midnight to 6am every day
DEMAND CHARGE (\$/KW)				SUMMER TR PEAK	1pm to 6pm summer weekdays except holidays
<b>STREET AND OUTDOOR LIGHTING</b>					
AL-2, LS-1, LS-2, LS-3, OL-1		LS-1		ENERGY CHARGE (\$/KWH)	\$0.04837
TC-1		TC-1		ENERGY CHARGE (\$/KWH)	\$0.06587

**100% RENEWABLE OPTION**

Customers electing the 100% renewable service option will pay the applicable rate for the basic 35% renewable plus the below 100% renewable premium charge:

ENERGY CHARGE (\$/KWH)	NON-RESIDENTIAL	\$0.015
ENERGY CHARGE (\$/MONTH)	RESIDENTIAL CARE	\$5.00
ENERGY CHARGE (\$/MONTH)	RESIDENTIAL NON-CARE	\$10.00

**NET ENERGY METERING OPTION**

Customers with behind-the-meter generation can elect the NEM option and receive a payment or credit of \$0.06/kWh for annual excess generation.

**Voltage Discount**

For primary voltage, each component of the standard rate shall be discounted

4%

**STAFF REPORT**  
**City of Lancaster**

PH 2
03/26/19
JC

Date: March 26, 2019

To: Mayor Parris and City Council Members

From: Jeff Hogan, Development Services Director

**Subject: Development Agreement No. 18-01 Pertaining to the Avanti South Master Planned Community**

---

**Recommendation:**

Introduce **Ordinance No. 1058**, adopting Development Agreement No. 18-01 for the Avanti South Master Planned Community (Specific Plan No. 15-02/Tentative Tract Map No. 74312) to establish specific development rights.

**Fiscal Impact:**

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

**Background:**

On September 11, 2018, the City Council approved (4-0-0-1) entitlements for the Avanti South Master Planned Community consisting of a general plan amendment, zone change, specific plan, tentative tract map, environmental impact report and development agreement. The project consists of 1,700 residential dwelling units (including 175 age-targeted, 256 active adult units, and 325 multi-family units); 213,600 square feet of commercial uses, 31.5 acres of parks/open space; a 12.8-acre school site; 1.3-acre fire station site; and 38.4 acres of internal streets. These uses would be located on 307.7 acres divided into two subareas: 1) Avanti West: approximately 73 acres bounded by Avenue K-4, Avenue K-8, 70<sup>th</sup> Street West, and 75<sup>th</sup> Street West; and 2) Avanti South: approximately 234 acres bounded by Avenue L, Avenue K-8, 62<sup>nd</sup> Street West, and 70<sup>th</sup> Street West.

Subsequent to the approval of the entitlements, it was determined that approval of an ordinance is required in order for the Development Agreement to be valid. No changes or revisions have been incorporated into the Development Agreement that was reviewed and approved by the City Council in September 2018.

JS:dw

**Attachments:**

Ordinance No. 1058  
September 11, 2018, City Council Staff Report  
Development Agreement No. 18-01  
Aerial Map

ORDINANCE NO. 1058

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LANCASTER, CALIFORNIA, ADOPTING DEVELOPMENT AGREEMENT NO. 18-01 FOR THE AVANTI SOUTH MASTER PLANNED COMMUNITY (SPECIFIC PLAN NO. 15-02 / TENTATIVE TRACT MAP NO. 74312) TO ESTABLISH SPECIFIC DEVELOPMENT RIGHTS

WHEREAS, in order to strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic risk of development, the Legislature of the State of California adopted Government Code Sections 65864 through 65869.5 (the “Development Agreement Statute”), which authorized cities to enter into binding development agreements with persons having legal or equitable interests in real property for the development of such property for the purpose of establishing certainty for both the individual City and the property owner in the development process; and

WHEREAS, both the City of Lancaster and the owner of the subject property referenced in Development Agreement No. 18-01 are desirous of entering into this Agreement in conformance with the provisions of the Government Code, Lancaster Municipal Code, and applicable City rules, regulations, and official policies; and

WHEREAS, the property owner wishes to develop the project and public improvements in exchange for the assurances and concessions referenced in Development Agreement No. 18-01 provided that the property owner will be permitted to implement the development of the project pursuant to the terms and conditions set forth in the Agreement; and

WHEREAS, the City wishes to promote the health, safety, and general welfare of its residents by ensuring access to well-planned communities with amenities and services by requiring enhanced and accelerated levels of said public improvements and services; and

WHEREAS, the Planning Commission recommended approval of said project on June 18, 2018, and the City Council approved said project on September 11, 2018; and

WHEREAS, the City Council approved Resolution No. 18-47 certifying the Final Environmental Impact Report (EIR) for the Avanti South Specific Plan (including all associated entitlements and development agreement), adopting the Mitigation Monitoring and Reporting Program contained within the Final EIR, and adopting the associated findings and Statement of Overriding Considerations;

WHEREAS, it is the intent of both parties that upon execution of Development Agreement No. 18-01, the property owner shall be obligated to complete the public improvements in the manner and within the time frames set forth in the Agreement, and that the property owner will be entitled to proceed with the project subject to the Agreement and all necessary development approvals.

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 with respect to Development Agreement No. 18-01:

1. Development Agreement No. 18-01 is consistent with the goals, objectives, policies, and specific actions of the City's General Plan and nothing contained within the development agreement creates an inconsistency with the City's General Plan.
2. Development of the proposed project will further the comprehensive planning objectives contained in the City's General Plan and will provide benefits to the community including:
  - a. Fulfilling long-term economic and social goals for the City including the provision of amenities, such as parks and trails associated with the proposed project;
  - b. Providing fiscal benefits to the City in terms of increased property tax and sales tax revenues which support essential City services;
  - c. Providing job creation; and
  - d. Financing and constructing significant infrastructure improvements that will serve the City, community, and region as a whole.

Section 3. All potential environmental impacts associated with the approval of Development Agreement No. 18-01 will be reduced to a level of insignificance by the inclusion of the required mitigation measures, as outlined in the Environmental Impact Report for the project, or are considered to be acceptable due to the overriding considerations as contained in City Council Resolution No. 18-47. Specifically, the following findings are made with respect to the environmental review process:

1. All potentially significant effects of the proposed project have been fully analyzed in the Final EIR for the Avanti South Specific Plan Project, certified by the City Council on September 11, 2018;
2. All potentially significant effects have been avoided or mitigated to the fullest extent through project design features and mitigation measures or are considered to be acceptable to due to Statement of Overriding Considerations adopted for the project;



3. Development Agreement No. 18-01 merely implements the previously analyzed and approved project and thus will not result in any project changes that might lead to new or different environmental effects as compared to those analyzed in the Final EIR;
4. No new information of substantial importance has been presented to the City showing that the project's impacts may be different or more severe than those set for in the Final EIR;
5. No additional mitigation measures or alternatives have been identified that might further reduce the project's significant environmental effects; and
6. No mitigation measures or alternatives previously found to be infeasible have become feasible.

Section 4. Development Agreement No. 18-01 is hereby approved in its entirety.

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. Pursuant to California Government Code Section 65865.5, within ten (10) days following adoption of this ordinance and execution of Development Agreement No. 18-01 by the Applicant and the City, the City Clerk shall record with the Los Angeles County Recorder a copy of said executed agreement.

Section 8. 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 26<sup>th</sup> day of March, 2019, and placed upon its second reading and adoption at a regular meeting of the City Council on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, 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. 1058, 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)

\_\_\_\_\_

**COUNCIL ACTION:  
APPROVED: (4-0-0-1)**

**STAFF REPORT  
City of Lancaster**

PH 1
09/11/18
MVB

Date: September 11, 2018

To: Mayor Parris and City Council Members

From: Jeff Hogan, Development Services Director

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

**Recommendations:**

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

**Fiscal Impact:**

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

**Background:**

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

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

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

JS/jr

**Attachments:**

Resolution No. 18-47

Ordinance No. 1047

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

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

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

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

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

RESOLUTION NO. 18-47

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

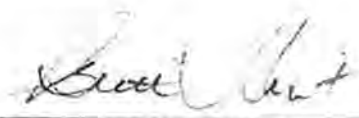
NOES: None

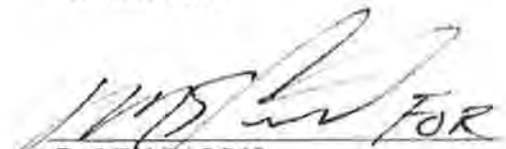
ABSTAIN: None

ABSENT: Mayor Parris

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, Kathleen Stenback, Deputy City Clerk City of Lancaster, California, do hereby certify that this is a true and correct copy of the original Resolution No. 18-47, for which the original is on file in my office.

WITNESS MY HAND AND THE SEAL OF THE CITY OF LANCASTER, on this 2nd day of October, 2018.

(seal)



**ATTACHMENT TO CITY COUNCIL RESOLUTION NO. 18-47  
TENTATIVE TRACT MAP NO. 74312  
AVANTI SOUTH SPECIFIC PLAN  
(GPA NO. 16-01/ZC NO. 16-01/SP NO. 15-02)  
CONDITIONS LIST  
September 11, 2018**

**GENERAL ADVISORY**

1. All standard conditions as set forth in Planning Commission Resolution No. 10-25 shall apply, except Condition Nos. 30, 44 (Modified), 63 (Modified), 65 (Modified) and 76.
2. The applicant shall contact the Los Angeles County Fire Department to determine improvements that may be required to protect the property from fire hazard and shall provide and install at his expense such improvements as may be deemed necessary by the Los Angeles County Fire Department. Fire protection improvements shall be completed to the satisfaction of the Development Services Director prior to certification of completion and occupancy of the subject buildings.
3. If the project is developed in phases, all the development requirements shall be met for each phase including parking, landscaping, trash enclosures, drainage, etc.
4. Per direction of the Development Services Director, the first check of the final map must be submitted at least 180 days prior to the expiration date of the tentative map.
5. The applicant, or successors in interest, shall negotiate in good faith for the creation of and participation in a community benefits agreement/program for this development project.
6. The applicant shall defend, indemnify, and hold harmless the City and its agents, officers, and employees from any claim, action, or proceeding against the City or its agents, officers, or employees to attack, set aside, void, or annul, an approval of the City concerning this conditional use permit, and the use(s) and development permitted by its approval. The City shall promptly notify the applicant of any claim, action, or proceeding and shall cooperate fully in the defense; this condition shall not be imposed if the City fails to promptly notify the applicant or fails to cooperate fully in the defense.
7. The applicant, upon approval of the proposed project, shall incorporate any changes requested by the Planning Commission or City Council, or identified in the adopted Development Agreement into the Final Specific Plan.

**STREETS**

8. Prior to issuance of the street improvement encroachment permit, the applicant shall obtain approval of a signing and striping plan. The signing and striping plan shall be completed in accordance with all City of Lancaster standards, as directed by the City Engineer.
9. Prior to issuance of the street improvement encroachment permit, the applicant shall obtain approval of a traffic signal plan. The traffic signal plan shall be completed in accordance with all City of Lancaster standards, as directed by the City Engineer.
10. Prior to Tract Map approval, the applicant shall dedicate additional street right-of-way for a total of 84 feet for 65<sup>th</sup> Street West within the project site, as directed by the City Engineer.
11. Prior to Tract Map approval, the applicant shall dedicate additional street right-of-way for a total of 50 feet from centerline to the west on 70<sup>th</sup> Street West fronting the project site, as directed by the City Engineer.
12. Prior to Tract Map approval, the applicant shall dedicate additional street right-of-way for a total of 65 feet from centerline to the east on 70<sup>th</sup> Street West fronting the project site, as directed by the City Engineer.
13. Prior to Tract Map approval, the applicant shall dedicate additional street right-of-way for a total of 42 feet from centerline on 75<sup>th</sup> Street West fronting the project site, as directed by the City Engineer.
14. Prior to Tract Map approval, the applicant shall dedicate additional street right-of-way for a total of 42 feet from centerline on Avenue K-8 fronting the project site, as directed by the City Engineer.
15. Prior to Tract Map approval, the applicant shall dedicate additional street right-of-way for a total of 50 feet from centerline on Avenue L fronting the project site, as directed by the City Engineer.

16. Prior to building occupancy, the applicant shall construct the following street improvements within/along the frontage of the project site, as directed by the City Engineer:

Street Name	Curb & Gutter	Base & Paving	& Street Lights	Street Trees	Sidewalk (5'min)	Landscaped Median	LMD Easement
65 <sup>th</sup> Street West	X	X	X	X	X		X
70 <sup>th</sup> Street West	X	X	X	X	X	X	X
75 <sup>th</sup> Street West	X	X	X	X	X		X
Avenue K-8	X	X	X	X	X		X
Avenue L	X	X	X	X	X	X	X
Private Street 130'	X	X	X	X	X	X	
Private Street 114'	X	X	X	X	X	X	
Private Street 84'	X	X	X	X	X		
Private Street 60'	X	X	X	X	X		
Private Street 40'	X	X	X	X	X		
Private Street 20'	X	X	X				

17. All Private streets and alleys shall be constructed to Public standards, to the satisfaction of the City Engineer.
18. Prior to building occupancy, the applicant shall construct an 8 feet Class 1 bike trail and a 12 feet equestrian trail along the eastside of 70<sup>th</sup> Street West, to the satisfaction of the City Engineer.
19. Prior to building occupancy, the applicant shall design and construct traffic calming features throughout the tract as approved by the City Engineer. At a minimum, these shall include curb extensions at pedestrian street crossings.
20. Prior to building occupancy, the applicant shall construct signalized intersections at the following locations:
- 60<sup>th</sup> Street West and Avenue K-8
  - 55<sup>th</sup> Street West and Avenue L

21. Prior to building occupancy, the applicant shall construct roundabouts at the following locations:

- 50<sup>th</sup> Street West and Avenue K
- 65<sup>th</sup> Street West and Avenue K-8
- 65<sup>th</sup> Street West and Private Street "O"
- 65<sup>th</sup> Street West and Private Street "P"
- 65<sup>th</sup> Street West and Private Street "R"
- 65<sup>th</sup> Street West and Avenue L
- 70<sup>th</sup> Street West and Avenue L
- 70<sup>th</sup> Street West and Avenue K-8
- 75<sup>th</sup> Street West and Avenue K-8

The roundabout shall be designed in accordance with the National Cooperative Highway Research Program's Report 672, "Roundabouts: An Informational Guide," 2<sup>nd</sup> Edition, and shall be designed by an engineer with extensive experience in modern roundabout design. The splitter islands and inner circle of the roundabout shall be landscaped. All roundabout improvements shall be constructed to the satisfaction of the City Engineer.

22. Prior to building occupancy, the applicant shall dedicate to the City the right-of-way required to expand the following roundabout locations from single lane roundabouts to multilane roundabouts in the future:

- 65<sup>th</sup> Street West and Avenue L
- 70<sup>th</sup> Street West and Avenue L
- 70<sup>th</sup> Street West and Avenue K-8

All right-of-way dedications will be to the satisfaction of the City Engineer.

23. Prior to building occupancy, the applicant shall construct the following intersection improvements as identified in the approved traffic study:

- Add 1 northbound through lane at 60<sup>th</sup> Street West and Avenue K-8
- Add 1 northbound right turn lane, and 1 southbound left turn lane at 60<sup>th</sup> Street West and Avenue L
- Add 1 eastbound through lane, and 1 westbound through lane at 50<sup>th</sup> Street West and Avenue L
- Add 1 eastbound through lane, and 1 westbound through lane at 45<sup>th</sup> Street West and Avenue L
- Add 1 eastbound through lane at 40<sup>th</sup> Street West and Avenue L
- Add 1 eastbound through lane, and 1 westbound through lane at 30<sup>th</sup> Street West and Avenue L

24. Prior to building occupancy, the applicant shall construct the following street improvements as identified in the approved traffic study:
  - Add 1 lane in each direction on Avenue L from 50<sup>th</sup> Street West to 45<sup>th</sup> Street West
25. Prior to building final, the applicant shall provide and install street name signs, as directed by the City Engineer
26. Prior to Tract Map approval, the applicant shall dedicate the right to restrict direct vehicular ingress and egress on all streets having a projected volume of 2,000 vehicle trips each day and within 100 feet of any secondary or primary arterial, on the Tract Map or by separate document.
27. Prior to building occupancy, the applicant shall construct all traffic mitigation measures as identified in the Traffic Impact Analysis required to adequately serve this development, to the satisfaction of the City Engineer.
28. Prior to Tract Map approval, the applicant shall acquire and dedicate to the City the right-of-way required for all street improvements as identified in the Traffic Impact Analysis, to the satisfaction of the City Engineer.
29. Prior to certificate of occupancy, the applicant shall design and construct ADA “walk-arounds” at driveway locations, and dual ADA-compliant curb ramps at all intersections to the specifications of the Development Services Director. The curb ramp shall comply with the requirements of Title II of the Americans with Disabilities Act (ADA) relating to curb ramps and pedestrian crossings. (Modified Condition No. 44)
30. Prior to issuance of building permit, the applicant shall dedicate sidewalk easements sufficient to encompass ADA requirements for sidewalks installed with drive approaches.
31. The proposed project shall comply with the City of Lancaster Holiday Moratorium Policy. No excavation or work shall occur within the public right-of-way on Primary Arterials, Secondary Arterials, and Collector Streets between November 15<sup>th</sup> and January 2<sup>nd</sup> except emergency work or with the written permission of the City Manager. Work commenced prior to the restriction period must be in such a condition that it will be resurfaced prior to November 15<sup>th</sup>.

#### **GRADING & DRAINAGE**

32. Prior to issuance of grading permit, the applicant shall submit a grading plan consistent with the approved site plan and conditions of approval. The grading plan shall be based on an approved drainage area study and hydrology/hydraulic report, detailed recent topographic survey, and detailed engineering soils report specifically approved by the geologist and/or soils engineer that addresses all submitted recommendations.



33. Prior to final map approval or grading permit issuance, whichever comes first, the applicant shall obtain approval of the final hydrology/hydraulic study. The final drainage facilities shall be based on the approved hydrology/hydraulic study and will be designed based on the City of Lancaster Engineering Design Guidelines Policies and Procedures Sections 2.7 and 3, and/or to the satisfaction of the Development Services Director. Any on-site and/or off-site mitigation measures required by the approved hydrology/hydraulic study shall be constructed prior to first occupancy.
34. Prior to first occupancy, the applicant shall construct all drainage improvements required by the City of Lancaster's Master Plan of Drainage Facilities to the satisfaction of the Development Services Director. This shall include but not be limited to an earthen channel along 65<sup>th</sup> Street West between Avenue K-8 and Avenue L, two (2) reinforced concrete pipes in Avenue L from 65<sup>th</sup> Street West to 70<sup>th</sup> Street West, and two (2) reinforced concrete pipes in 75<sup>th</sup> Street West from Avenue K-4 to Avenue K-8. The hydrology/hydraulic report prepared for the project shall provide calculations demonstrating the proposed improvements will be of sufficient size and capacity to mitigate and convey interim and ultimate watershed flow from the project site and surrounding off-site tributary areas.
35. Prior to final map approval or grading permit issuance, the streets shall be designed to avoid creating sump conditions to the satisfaction of the Development Services Director. If a sump condition is unavoidable, redundant catch basin systems shall not be allowed. Secondary overland overflow shall not be allowed through lot easements. Secondary overland overflow shall be allowed through fee title dedicated drainage paths, paseos or other pedestrian walkways and passageways. (Modified Condition No. 57).
36. If the project is developed in phases, undeveloped portions of the site shall not contribute to blowing debris, dirt or dust.
37. Prior to certificate of occupancy, install BMPs to treat first flush.

38. The Tentative Tract Map shows an import/export of 1,488 CY of material to/from the project. Prior to commencing hauling operations for this project, the applicant shall obtain a hauling permit for hauling material within the public right-of-way including the export/receiving site and an exhibit of the proposed haul route. The applicant is responsible to obtain approval from all applicable agencies for the material hauling operation. The designated haul route shall be designed to the requirements of the City of Lancaster Design Guidelines, Standards, and Municipal Code and to the satisfaction of the Development Services Director.
- The applicant shall comply with the following requirements for the material hauling operation:
    - The hours of operation shall be approved by the Development Services Director.
    - Provide non-stop street sweeping service on all City streets along the haul route during all hours of work to the satisfaction of the Development Services Director.
    - Provide traffic control and flagging personnel along the haul route to the satisfaction of the Development Services Director.
    - When required by the Development Services Director, the applicant shall post a security to serve as surety of repair in the event facilities within the City right-of-way are adversely impacted by the hauling operations.
  - Prior to Tract map approval, building final, and release of security, the applicant shall repair any pavement damaged by the material hauling operation to the satisfaction of the Development Services Director. The will not be reduced or released until the completion of the repair work. The limits of the road repairs shall be consistent with the approved haul route and determined by the Development Services Director.

#### SEWER

39. Prior to the issuance of a sewer permit, the applicant shall submit a sewer plan consistent with the approved site plan and conditions of approval. The sewer plan shall be based on an approved Sewer Area Study.
40. Prior to sewer plan/lateral connection approval and sewer permit issuance, the applicant shall obtain approval of the final sewer area study. The final sewer facilities shall be based on the approved sewer area study and will be designed based on the City of Lancaster Engineering Design Guidelines Policies and Procedures Section 2.4, and/or to the satisfaction of the Development Services Director. Any on-site and/or off-site mitigation measures required by the approved sewer area study shall be constructed prior to first occupancy.



41. Prior to sewer plan approval, the streets shall be designed to avoid creating sump conditions to the satisfaction of the Development Services Director. Local main line sewers shall not be allowed through lot easements. Local main line sewers shall be allowed through fee title dedicated drainage paths, paseos or other pedestrian walkways and passageways.

#### WATER

42. In order to obtain a conditional will-serve letter, the Project applicant must secure permanent water supply entitlements sufficient to meet the Project's annual water demands as determined by the Los Angeles County Waterworks District 40 (District). This entitlement may be secured through entering an agreement with the District to purchase new State Water Project Table A or other permanent water supply through the Antelope Valley-East Kern Water Agency.
43. In addition to the condition above, the District may require that: (1) various charges/fees be paid by the owner/developer of the property; (2) on-site and off-site water system facilities be installed by a State licensed contractor retained by the owner/developer, and inspected and accepted by the District, using plans prepared by a licensed engineer that are reviewed by the District; or (3) a combination of (1) and (2). Once constructed to the satisfaction of the District, the water system facilities are to be dedicated gratis to the District for subsequent operation and maintenance.

#### LANDSCAPING

44. The development shall comply with all requirements of Ordinance No. 907 and the State of California Model Water Efficient Landscape Ordinance. The requirements are subject to revision, upon adoption of the City's updated Water Efficient Landscape Ordinance. (Modified No. 63)
45. Prior to landscape encroachment permit, landscape plans shall be prepared in accordance with Ordinance No. 907 and the State of California Model Water Efficient Landscape Ordinance and submitted to the Development Services Department, along with required plan check fees, for review and approval prior to the installation of landscaping or irrigation systems. Such plans are to be incorporated into development of the site and shall show size, type, and location of all plants, trees, and irrigation facilities. The landscape plans are subject to approval by Planning, Building and Safety, and Development Engineering.
46. Prior to Tract Map approval, the applicant shall dedicate landscape easements fronting the project site, as directed by the City Engineer.

47. Prior to building occupancy, provide landscape easement and maintenance district along Avenue K-8, Avenue L, 65<sup>th</sup> Street West, 70<sup>th</sup> Street West, and 75<sup>th</sup> Street West, in accordance with City policy. The irrigation system, landscape plan, and plant materials are subject to approval by the Development Services Director. The construction materials, color, and design of the decorative (i.e., slump stone, split face with brick pilasters, and decorative brick cap) masonry wall abutting the landscape maintenance district and entry street is subject to approval of the Community Development Manager. The irrigation and plant materials shall be installed and completed to the satisfaction of the Development Services Director prior to occupancy of any residence within the development. In addition, add a one- to two-course high block wall along the back of the sidewalk to protect the landscaping and irrigation, and to prevent runoff. (Modified Condition No. 65)

**OTHER**

48. Development within the Specific Plan area shall comply with the requirements of the City of Lancaster's Net Zero Energy Ordinance.
49. Prior to issuance of building permits/final map approval, the applicant shall record a covenant for easement and/or a reciprocal access easement and maintenance agreement for all shared driveways and drive isles, private drainage devices, and common landscaping maintenance areas, within the project site and along the property frontage as directed by the Development Services Director. This condition may be satisfied by incorporating the appropriate provisions into the CC&Rs.
50. Prior to final map approval, the applicant is required to grant public utility easements shown on the Tract Map and/or listed in conditions by separate document. The easements shall be reviewed and approved by the Development Services Director.
51. Prior to final map approval, the applicant shall dedicate to the City the right to prohibit the erection of building(s) and other structures within open space/common lots.
52. Prior to final map approval, the applicant shall obtain approval from the Development Services Director and the City Attorney for Covenants, Conditions, and Restrictions (CC&Rs) for this development. The applicant shall reimburse the City for the City Attorney's review fee. The CC&Rs shall grant the City the authority to review and approve/disapprove amendments (including dissolution) of the CC&Rs/association. The CC&Rs shall grant the City the right (though not the obligation) to enforce the CC&Rs (at a minimum those provisions related to City-required items).
53. Prior to first certificate of occupancy/issuance of building permit, the applicant shall establish a Property/Home Owners' Association (POA/HOA), or similar entity, to ensure the continued maintenance of all shared/common lots, including the parks, and private drainage devices.

**ENVIRONMENTAL**

54. Construction equipment staging areas shall be screened (i.e., temporary fencing with opaque material) to buffer views of construction equipment and material, when feasible. Staging locations shall be approved by the Development Services Director, and indicated on Final Grading and Building Plans.
55. All construction-related lighting fixtures (including portable fixtures) shall be oriented downward and away from adjacent residential areas. Lighting shall consist of the minimal wattage necessary to provide safety at the construction site. A construction lighting plan shall be submitted to the Development Services Director for review concurrent with Grading Permit application.
56. Prior to construction, the project applicant shall develop a Fugitive Dust Control Plan in compliance with AVAQMD Rule 403 to reduce PM10 and PM2.5 emissions. The Fugitive Dust Control Plan shall describe all fugitive dust control measures to be implemented before, during, and after any dust generating activity as required by Rule 403. The project applicant shall provide a copy of the Fugitive Dust Control Plan approved by the AVAQMD to the City prior to the issuance of grading permits. During clearing, grading, earthmoving, or excavation operations, excessive fugitive dust emissions shall be controlled by regular watering or other dust preventive measures using the following procedures, as specified by the AVAQMD, including but not limited to AVAQMD Rule 401, Visible Emissions, and Rule 403 Fugitive Dust:
  - On-site vehicle speed shall be limited to 15 miles per hour;
  - All on-site construction roads with vehicle traffic shall be watered periodically;
  - Streets adjacent to the project's reach shall be swept as needed to remove silt that may have accumulated from construction activities so as to prevent excessive amounts of dust;
  - All material excavated or graded shall be sufficiently watered to prevent excessive amounts of dust. Watering shall occur at least twice daily with complete coverage, preferably in the late morning and after work is done for the day;
  - All clearing, grading, earth-moving, or excavation activities shall cease during periods of high winds (i.e., greater than 25 miles per hour averaged over one hour) so as to prevent excessive amounts of dust;
  - All material transported on-site or off-site shall be either sufficiently watered or securely covered to prevent excessive amounts of dust;
  - The area disturbed by clearing, grading, earth-moving, or excavation operations shall be minimized so as to prevent excessive amounts of dust; and
  - These control techniques shall be indicated on project grading plans.Compliance with this measure shall be subject to periodic site inspections by the City of Lancaster.

57. Prior to issuance of a Grading Permit, the project applicant shall indicate on construction plans, to the satisfaction of the Development Services Director, that all construction equipment meets EPA Tier 3 non-road compression-ignition engine standards or better.
58. During construction activities, excessive construction equipment and vehicle exhaust emissions shall be controlled by implementing the following procedures, as specified by the AVAQMD:
  - Properly and routinely maintain all construction equipment, as recommended by manufacturer manuals, to control exhaust emissions;
  - Shut down equipment when not in use for extended periods of time to reduce emissions associated with idling engines;
  - Encourage ride sharing and use of transit transportation for construction employee commuting to the project sites;
  - Use electric equipment for construction whenever possible in lieu of fossil fuel fired equipment; and
  - Curtail construction during periods of high ambient pollutant concentrations; this may include ceasing construction activity during the peak-hour of vehicular traffic on adjacent roadways.
59. Prior to ground disturbance activities, the project operator shall provide evidence to the Development Services Director that the project operator and/or construction manager has developed a "Valley Fever Training Handout", training, and schedule of sessions for education to be provided to all construction personnel. All evidence of the training session materials, handout(s) and schedule shall be submitted to the Development Services Director within 24 hours of the first training session. Multiple training sessions may be conducted if different work crews will come to the site for different stages of construction; however, all construction personnel shall be provided training prior to beginning work. The evidence submitted to the Development Services Director regarding the "Valley Fever Training Handout" and Session(s) shall include the following:
  - A sign-in sheet (to include the printed employee names, signature, and date) for all employees who attended the training session.
  - Distribution of a written flier or brochure that includes educational information regarding the health effects of exposure to criteria pollutant emissions and Valley Fever.
  - Training on methods that may help prevent Valley Fever infection.



- A demonstration to employees on how to use personal protective equipment, such as respiratory equipment (masks), to reduce exposure to pollutants and facilitate recognition of symptoms and earlier treatment of Valley Fever. Where respirators are required, the equipment shall be readily available and shall be provided to employees for use during work. Proof that the demonstration is included in the training shall be submitted to the county. This proof can be via printed training materials/agenda, DVD, digital media files, or photographs. The project operator also shall consult with the Los Angeles County Public Health to develop a Valley Fever Dust Management Plan that addresses the potential presence of the *Coccidioides* spore and mitigates for the potential for Coccidioidomycosis (Valley Fever). Prior to issuance of permits, the project operator shall submit the Plan to the Los Angeles County Public Health for review and approval. The Plan shall include a program to evaluate the potential for exposure to Valley Fever from construction activities and to identify appropriate safety procedures that shall be implemented, as needed, to minimize personnel and public exposure to potential *Coccidioides* spores. Measures in the Plan shall include the following:
  - Provide HEP-filters for heavy equipment equipped with factory enclosed cabs capable of accepting the filters. Cause contractors utilizing applicable heavy equipment to furnish proof of worker training on proper use of applicable heavy equipment cabs, such as turning on air conditioning prior to using the equipment.
  - Provide communication methods, such as two-way radios, for use in enclosed cabs.
  - Require National Institute for Occupational Safety and Health (NIOSH)-approved half-face respirators equipped with minimum N-95 protection factor for use during worker collocation with surface disturbance activities, as required per the hazard assessment process.
  - Cause employees to be medically evaluated, fit-tested, and properly trained on the use of the respirators, and implement a full respiratory protection program in accordance with the applicable Cal/OSHA Respiratory Protection Standard (8 CCR 5144).
  - Provide separate, clean eating areas with hand-washing facilities.
  - Install equipment inspection stations at each construction equipment access/egress point. Examine construction vehicles and equipment for excess soil material and clean, as necessary, before equipment is moved off-site.
  - Train workers to recognize the symptoms of Valley Fever, and to promptly report suspected symptoms of work-related Valley Fever to a supervisor.
  - Work with a medical professional to develop a protocol to medically evaluate employees who develop symptoms of Valley Fever.

- Work with a medical professional, in consultation with the Los Angeles County Public Health, to develop an educational handout for on-site workers and surrounding residents within three miles of the project site, and include the following information on Valley Fever: what are the potential sources/ causes, what are the common symptoms, what are the options or remedies available should someone be experiencing these symptoms, and where testing for exposure is available. Prior to construction permit issuance, this handout shall have been created by the project operator and reviewed by the project operator and reviewed by the Development Services Director. No less than 30 days prior to any work commencing, this handout shall be mailed to all existing residences within three miles of the project boundaries.
  - When possible, position workers upwind or crosswind when digging a trench or performing other soil-disturbing tasks.
  - Prohibit smoking at the worksite outside of designated smoking areas; designated smoking areas will be equipped with handwashing facilities. Post warnings on-site and consider limiting access to visitors, especially those without adequate training and respiratory protection.
  - Audit and enforce compliance with relevant Cal OSHA health and safety standards on the job site.
60. Prior to the issuance of any construction-related permits, the Development Services Director or his/her designee shall ensure that the Grading Plan includes a condition of approval requiring a qualified biologist to conduct a preconstruction presence/absence survey for burrowing owl within 14 days prior to site disturbance, with a second visit occurring within 24 hours of ground disturbance. If burrowing owls are not detected, grading may proceed without limitation. If burrowing owls are detected on the site, the owls shall be passively excluded from the site, in coordination with CDFW, following professionally-accepted protocols, such as collapsing burrows and the use of one-way doors. If proximate habitat is not available in the opinion of a qualified biologist for successful passive relocation of the species, alternative relocation efforts shall be coordinated with CDFW and the City of Lancaster. Any activity to exclude burrowing owl will need to be approved by CDFW and will occur outside of the nesting season to avoid the potential incidental take of active nests, unless the biologist demonstrates to CDFW and the City of Lancaster that the proposed exclusion of owls would not result in the take of an active nest.
61. Prior to any clearing, grubbing or grading (including mass/advanced grading) within the area of the onsite drainage channels and basins, the project applicant shall obtain a Section 1602 Streambed Alteration Agreement from CDFW. A copy of the approved/executed Section 1602 Streambed Alteration Agreement shall be submitted to the City of Lancaster Community Development Division prior to the issuance of any permits.

62. Prior to the issuance of a grading permit, the Development Services Director or his/her designee shall ensure that the Grading Plan includes a condition of approval requiring all vegetation removal associated with the project to occur outside of the migratory bird nesting season (February 1 to August 31). If avoidance of the nesting season is not feasible, then a qualified biologist shall conduct nesting bird surveys of the property no more than three days prior to the removal of any vegetation or structures with the potential to support nesting birds. If vegetation is not removed within three days of a nesting bird survey, then the surveys shall be repeated. If active nests are identified, then the biologist shall establish an adequate buffer depending on the species and the location of the nest (up to 200 feet for non-raptors and 500 feet for raptors), which shall be avoided until the nests are no longer active as determined by the biologist.
63. Prior to the initiation of ground disturbing activities, field personnel shall be alerted to the possibility of buried prehistoric or historic cultural deposits. In the event potential historical or archeological resources are unearthed during excavation and grading activities associated with project development, the contractor shall cease all earth-disturbing activities within a 100-meter radius of the area of discovery, notify the City's Development Services Director, and, with direction from the City's Development Services Director, shall retain a qualified archaeologist to evaluate the significance of the find and recommend an appropriate course of action.

If evidence of subsurface tribal cultural resources is found, the archaeologist shall contact the Native American Heritage Commission to determine the appropriate Native American monitor for the find. The archaeologist and Native American Monitor shall collect the resource and prepare a technical report describing the results of the investigation. The test-level report shall evaluate the site including discussion of significance (depth, nature, condition, and extent of the resources), final mitigation recommendations, and cost estimates.

Salvage operation requirements pursuant to Section 15064.5 of the CEQA Guidelines shall be followed. Work within the area of discovery shall resume only after the resource has been appropriately mitigated.

64. Prior to the initiation of any substantial excavation below the uppermost layers, field personnel shall be alerted to the possibility of fossil remains. In the event fossil remains are encountered during excavation activities associated with project development, the contractor shall cease all earth-disturbing activities within a 100-meter radius of the area of discovery, notify the City's Development Services Director, and, with direction from the City's Development Services Director, shall retain a qualified paleontologist to evaluate the significance of the find and recommend an appropriate course of action. Any fossils recovered shall be deposited in an accredited and permanent scientific institution for the benefit of current and future generations. Work within the area of discovery shall resume only after the resource has been appropriately mitigated.

65. All grading and construction activities shall be conducted in conformance with the recommendations included in the geotechnical investigation for the proposed project prepared by Bruin Geotechnical Services, Inc., titled, *Preliminary Geotechnical Investigation Report for Royal Investors Group, LLC Avanti South Project in the Vicinity of Ave. K-8 and 70th St. West, Lancaster, Los Angeles County, California* (February 24, 2016), included in Appendix D of this EIR. Design, grading, and construction shall be performed in accordance with the requirements of the City of Lancaster Building Code and the California Building Code applicable at the time of grading, appropriate local grading regulations, and the recommendations of the project geotechnical consultant as summarized in a final written report, subject to review by the City of Lancaster Building Official or designee prior to commencement of grading activities.
66. Prior to issuance of a grading permit, soil sampling shall occur in order to determine if pesticide/herbicide residues are present in the soil above Department of Toxic Substances Control regulatory thresholds for residential uses. Sampling shall be conducted by a qualified Phase II/Site Characterization specialist. The sampling shall determine if pesticide/herbicide concentrations exceed established regulatory requirements and shall identify further site characterization and remedial activities, if necessary.
67. Prior to issuance of a grading permit, the applicant shall retain a qualified Phase II/Site Characterization specialist to determine whether or not underground storage tanks (USTs) were present within the project site. If any evidence of historical USTs is noted, the qualified specialist shall conduct sampling to determine if any contaminants are present in soils above regulatory thresholds for residential use. Further, if any USTs remain on-site, the applicant shall obtain appropriate permits from the County of Los Angeles Health Hazardous Materials Division, prior to removing any existing USTs, per the Underground Storage Tank Program. The applicant shall conduct soil/groundwater testing during UST removal, as requested by the Health Hazardous Materials Division. If contamination is present above regulatory thresholds for either current or historical USTs, then the applicant shall remediate appropriately, as required by the Health Hazardous Materials Division. The Health Hazardous Materials Division can also refer the case to another regulatory agency (e.g., the Department of Toxic Substances Control, or Regional Water Quality Control Board, etc.), in which case the applicant shall comply with any specific remediation regulations identified by the respective regulatory agency.
68. If unknown wastes or suspect materials (including undocumented underground storage tanks [USTs]) are discovered during construction by the contractor that are believed to involve hazardous waste or materials, the contractor shall comply with the following:
  - Immediately cease work in the vicinity of the suspected contaminant, and remove workers and the public from the area;
  - Notify the City Engineer;
  - Secure the area as directed by the City Engineer; and



- Notify the Los Angeles County Health Hazardous Materials Division. The Health Hazardous Materials Division shall advise the responsible party of further actions that shall be taken, if required.
69. Prior to issuance of a grading permit, the applicant shall retain a qualified Phase II/Site Characterization specialist to determine if the proposed development area historically consisted of a potential maintenance/storage yard that supported historical agricultural production on-site. If any evidence of a maintenance/storage yard is noted, the qualified specialist shall conduct sampling to determine if any contaminants of concern are present in soils above regulatory thresholds for residential use. If contamination is present above regulatory thresholds, then the applicant shall remediate appropriately, as required by the Los Angeles County Health Hazardous Materials Division. The Health Hazardous Materials Division can also refer the case to another regulatory agency (e.g., the Department of Toxic Substances Control, or Regional Water Quality Control Board, etc.), in which case the applicant shall comply with any specific remediation regulations identified by the respective regulatory agency.
70. Prior to issuance of a grading permit, for any structures proposed within 100 feet of a past oil well, evidence of verification by the applicant that the well has been properly plugged and abandoned per current California Department of Oil, Gas, and Geothermal Resources; Department of Toxic Substances Control; and Regional Water Quality Control Board requirements shall be provided to the City Engineer. The proposed project shall also comply with all County of Los Angeles Health Hazardous Materials Division laws and regulations, which may include installation of a methane barrier to be installed for homes within 300 feet of this historic oil well. Confirmation of compliance with the Health Hazardous Materials Division regulations pertaining to historical oil wells shall be provided to the City Project Engineer prior to issuance of a building permit.
71. Prior to issuance of a grading permit, the applicant shall confirm that septic tanks are not present within the project site. If present, the specific location of the septic tanks shall be determined. Once located, the septic tanks shall be removed and properly disposed of at an approved landfill facility. Once the tanks are removed, a visual inspection of the areas beneath and around the removed tanks shall be performed. Any stained soils observed underneath the septic tanks shall be sampled by a qualified Phase II/Site Characterization specialist. If contamination is present above regulatory thresholds as determined by the specialist, then the applicant shall remediate appropriately, as required by the Los Angeles County Health Hazardous Materials Division.

72. Prior to site disturbance activities, asbestos-containing materials and lead based paints surveys shall be conducted for miscellaneous debris piles that are associated with demolition debris. The surveys shall be conducted by an Asbestos Hazard Emergency Response Act (AHERA) and California Division of Occupational Safety and Health (Cal/OSHA) certified specialist to determine the presence or absence of asbestos containing-materials (ACMs) or lead-based paints (LBPs) in debris piles. If ACMs or LBPs are present on-site, removal shall be performed by a State certified contractor in accordance with the Antelope Valley Air Quality Management District (AVAQMD) Rule 1403 and California Code of Regulation Title 8, Section 1532.1. Contractors performing ACM/LBP removal shall provide evidence of abatement activities to the City.
73. At least three business days before any off-site roadway improvements, the construction contractor shall notify the Los Angeles County Fire Department and Los Angeles County Sheriff's Department, along with the City of Lancaster Development Services Department, of construction activities that could impede movement (such as lane closures) along roadways, in order to allow for uninterrupted emergency access.
74. To reduce noise impacts due to construction, the project applicant must demonstrate, to the satisfaction of the Development Services Director that the project complies with the following:
  - Prior to approval of grading plans and/or issuance of building permits, plans shall include a note indicating that construction activities shall only occur between the hours of 7:00 a.m. to 8:00 p.m. on any day with no activity allowed on Sundays. The project construction supervisor shall ensure compliance with the note and the City shall conduct periodic inspection at its discretion.
  - During all project site construction, the construction contractors shall equip all construction equipment, fixed or mobile, with properly operating and maintained mufflers, consistent with manufacturers' standards. The construction contractor shall place all stationary construction equipment so that emitted noise is directed away from the noise sensitive receptors nearest the project site.
  - The construction contractor shall locate equipment staging in areas that would create the greatest distance between construction-related noise sources and noise-sensitive receivers nearest the project site (i.e., to the center) during all project construction.
  - The construction contractor shall limit haul truck deliveries to the same hours specified for construction activities (between the hours of 7:00 a.m. to 8:00 p.m. on any day with no activity allowed on Sundays). The haul route exhibit shall design delivery routes to minimize the exposure of sensitive land uses or residential dwellings to delivery truck related noise.

75. After the plot plans and architectural drawings have been developed, and prior to the issuance of building permits, the project applicant shall demonstrate, to the satisfaction of the Development Services Director that the proposed project plans and specifications include a six-foot noise barrier for outdoor living areas (backyards) of Planning Areas 1, 3 to 6, 9 to 11, 13 to 15, 18, 19, 22, 24, 25, and 28 (as recommended in the Noise Impact Analysis Report [Urban Crossroads, Avanti South Specific Plan Noise Impact Analysis, August 8, 2017]). If homes within these Planning Areas face the roadways or have no outdoor living areas (backyards) adjacent to the roadways, then the recommended exterior noise barriers shall not be required since there would be no outdoor living area of frequent human use requiring exterior noise mitigation.
76. The proposed project shall comply with the mandatory requirements of the City of Lancaster Ordinance No. 507 and Resolution No. 89-193, which establishes traffic impact fees. The purpose of the traffic impact fees is to collect funds to provide for street construction, including right-of-way purchase when necessary, utility relocation and installation, and other necessary items to complete the roadway construction through the City as determined by the Development Services Department. Improvements constructed by the proposed project may be eligible for a fee credit or reimbursement through the program (to be determined at the City's discretion).
77. The proposed project shall comply with the mandatory requirements of the City of Lancaster Ordinance No. 339 and Resolution No. 02-171, which establishes impact fees related to the installation and upgrade of traffic signals. The traffic signal fee is intended to provide new traffic signals and/or modify existing traffic signals throughout the City as determined by the Development Services Department. Signals installed by the proposed project may be eligible for a fee credit or reimbursement through the program (to be determined at the City's discretion).
78. The proposed project shall comply with the mandatory requirements of the City of Lancaster Ordinance No. 850 and Resolution Nos. 06-163 and 08-99, which establishes traffic impact fees for Los Angeles County, and which are applicable for projects located along certain sections of Avenue K and Avenue L. The Los Angeles County traffic impact fee is intended to mitigate the adversely impact existing local street/roadway system adjacent to the City boundaries within the County of Los Angeles.
79. In the event that any of the intersection improvements identified in the proposed project's traffic study (Avanti South Mixed-Use Land Development Traffic Study, June 2017) prepared by Ruettgers & Schuler are not covered by one of the fee programs identified in TRA-1 through TRA-3, the applicant shall either construct the improvements or make a fair-share fee payment to the City of Lancaster based on the proposed project's percentage of traffic that would utilize the intersection in 2021, as identified in the traffic report. This payment shall be made prior to the issuance of a certificate of occupancy. Determination of construction of improvement or payment of fair-share is at the discretion of the City of Lancaster as identified in the Conditions of Approval.

ORDINANCE NO. 1047

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

Section 7. The Mayor shall sign and the City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published and posted pursuant to the provision of law in that regard, and this Ordinance shall take effect 30 days after adoption.

I, Britt Avrit, MMC, City Clerk of the City of Lancaster, do hereby certify that the foregoing ordinance was regularly introduced and placed upon its first reading on the 11<sup>th</sup> day of September, 2018 and placed upon its second reading and adoption at a regular meeting of the City Council on the 25<sup>th</sup> day of September, 2018, by the following vote:

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

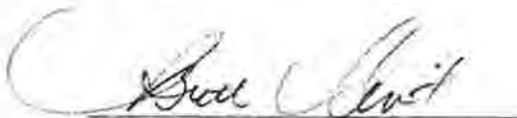
NOES: None

ABSTAIN: None

ABSENT: Mayor Parris

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, Kathleen Stenback, Deputy City Clerk City of  
Lancaster, California, do hereby certify that this is a true and correct copy of the original  
Ordinance No. 1047, for which the original is on file in my office.

WITNESS MY HAND AND THE SEAL OF THE CITY OF LANCASTER, on this 2nd  
day of October, 2018.

(seal)

A handwritten signature in cursive script, reading "Kathleen Stenback", written over a horizontal line.

DEVELOPMENT AGREEMENT NO. 18-01

By and Between

THE CITY OF LANCASTER

And

PALMDALE CAPITAL, LLC, AVANTI WEST VENTURES, LLC, DNY HOLDINGS, LLC,  
DDCX, LLC, TIKKUN AVANTI, LLC, AND REPUBLIC AGORA, LLC

For the

AVANTI SOUTH SPECIFIC PLAN (SP 15-02)



## **DEVELOPMENT AGREEMENT**

(Development Agreement No. DA 18-01)

THIS DEVELOPMENT AGREEMENT (this “Agreement”) is made and entered into in the City of Lancaster on the \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the CITY OF LANCASTER, a charter city and municipal corporation (“City”) and PALMDALE CAPITAL, LLC, a California Limited Liability Company, AVANTI WEST VENTURES, LLC, a California Limited Liability Company, DNY HOLDINGS, LLC, a California Limited Liability Company, DDCX, LLC, a California Limited Liability Company, TIHHUN AVANTI, LLC, a California Limited Liability Company and REPUBLIC AGORA, LLC, a New York Limited Liability Company (collectively, the “Owner”), pursuant to the authority of Sections 65864-65869.5 (“California Vesting Statutes”) of the California Government Code, the City’s charter and the applicable provisions of the City’s municipal code. The City and Owner are sometimes referred to herein individually as a “Party” and/or collectively as the “Parties.”

### **RECITALS INTENT OF THE PARTIES**

- A. To strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic risk of development, the Legislature of the State of California enacted the California Vesting Statutes which authorize a City and any person having a legal or equitable interest in real property to enter into a development agreement and, among other things, establish certain development rights in property which is the subject of a development project application.
- B. The City, a charter city, is authorized by its charter and the California Vesting Statutes to enter into development agreements with persons and entities having a legal or equitable interest in real property, for the purposes of establishing predictability for both the City and the property owner in the development process. The City enters into this Agreement pursuant to the provisions of the California Vesting Statutes, the California Government Code, the City’s General Plan (the “General Plan”), the City’s charter and the Lancaster Municipal Code (the “City’s Municipal Code”) and all applicable City policies.
- C. Owner is the ownership entity of the real property located in the City of Lancaster, County of Los Angeles, State of California, as further depicted and described in **Exhibit A**, attached hereto and incorporated herein by reference (the “Property”). Owner desires to develop the Property in accordance with the City Approvals (defined below).
- D. Owner proposes the construction of a multi-use development on the Property, commonly referred to as the Avanti South Specific Plan Project (the “Project”), consisting of a maximum of 1,700 dwellings units, commercial and retail uses, and community / public facilities on approximately 307.7 acres of undeveloped land within the southwestern portion of the City, approximately five (5) miles west of SR-14.

E. The following approvals, entitlements, applications and findings (collectively the “City Approvals”) are included with the overall Project:

- i. Resolution No. 18-47, approving and adopting Specific Plan No. 15-02, the Avanti South Specific Plan;
- ii. Ordinance No. 1047, approving Zone Change No. 16-01;
- iii. Resolution No. 18-47, certifying Environmental Impact Report No. 16-01 (the “Project EIR”);
- iv. Resolution No. 18-47, approving General Plan Amendment No.16-01; and
- v. Resolution No. 18-47, approving Vesting Tentative Tract Map No. 74312.

F. The development of the Project also will require future discretionary and ministerial approvals from the City that have not been reviewed or approved by the City prior to the Adoption Date (defined below) of this Agreement. These future discretionary and ministerial approvals by the City include, but are not limited to, additional tentative maps, final maps, conditional use permits, encroachment permits, grading permits, building permits, special permits, site plan reviews, design review and certificates of occupancy (collectively, the “Subsequent Approvals”). The term Subsequent Approvals also references and includes any further project review required by the California Environmental Quality Act (“CEQA”), including implementation of all mitigation measures, monitoring programs, regulatory permits and conditions adopted as part of the City Approvals.

G. To ensure that the intentions of the City and Owner with respect to the City Approvals are carried out, the Parties desire voluntarily to enter into this Agreement to facilitate development of the Project, subject to the conditions and requirements included in this Agreement.

H. The City Council has determined that development of the Project will further the comprehensive planning objectives contained in the General Plan, as defined below, and will afford the City, its citizens and the surrounding region with the following benefits (collectively, the “Public Benefits”):

- i. Fulfilling long-term economic and social goals for the City and the community, including amenities that the City and the residents desire;
- ii. Providing fiscal benefits to the City’s general fund in terms of increased property tax and sales tax revenues to help support essential City services;
- iii. Providing job creation, both short-term construction employment and long-term permanent employment in the City;
- iv. Financing and constructing significant infrastructure improvements that will serve the region and the community;
- v. Providing additional housing stock, commercial and retail opportunities and recreational amenities for use by the City and its residents; and

vi. The best interest of the City and public health, safety and welfare of its citizens will be served by entering into this Agreement.

I. This Agreement constitutes a current and valid exercise of the City's police powers to provide predictability to Owner in the approval and development process by vesting the permitted uses, density, intensity of use, timing and phasing of development consistent with the City Approvals in exchange for Owner's commitment to provide Public Benefits to the City.

J. The phasing, timing and development of public infrastructure necessitates a significant commitment of resources, planning and effort by Owner for the public facilities financing, construction and dedication to be successfully completed. In return for Owner's participation and commitment to these significant contributions of private resources for public purposes, the City is willing to exercise its authority to enter into this Agreement and to make a commitment of predictability for the development process for the Project and the Property. The development of the Project and the Property will be necessary to generate the fees, tax revenue and other funding required for the public infrastructure.

K. The City's Planning Commission held a duly noticed public hearing on this Agreement on June 18, 2018 and recommended approval of this Agreement to the City Council.

L. The City Council held a duly noticed public hearing on this Agreement on September 11, 2018. The City Council, on the recommendation of the Planning Commission, made findings and subsequently determined that the Project is one for which a development agreement is appropriate under the California Vesting Statutes and the applicable sections of the City's Municipal Code. The City Council approved and adopted this Agreement by Resolution No. 18-47 on September 11, 2018 (the "Adoption Date"), and the Agreement became effective on \_\_\_\_\_, 2018 (the "Effective Date").

NOW, THEREFORE, with reference to the foregoing recitals and in consideration of the mutual promises, conditions and covenants hereinafter set forth, the Parties agree as follows:

## AGREEMENT

1. Incorporation of Recitals. The Preamble, the Recitals and all defined terms set forth in both are hereby incorporated into this Agreement as if hereinafter fully and completely rewritten.
2. Incorporation of Exhibits. All exhibits attached to this Agreement are incorporated as a part of this Agreement. Those exhibits are:

<b>Exhibit</b>	<b>Description</b>
<b>A.</b>	Legal Description of Property
<b>B.</b>	Form Assignment and Assumption Agreement
<b>C.</b>	Permitted Exactions
<b>D.</b>	Infrastructure Phasing
<b>E.</b>	Park Phasing

3. Terms and Definitions. The following terms when used in this Agreement shall have the meanings set forth below. Certain other terms shall have the meaning set forth for such term in this Agreement:
  - 3.1. “Adoption Date” is defined in Recital L.
  - 3.2. “Age Restricted Property” means any residential project developed exclusively for residents aged fifty-five (55) or greater, or any project that meets the requirements of California Civil Code Section 51.3. All Age Restricted Property within the Project shall carry with it a deed restriction requiring the property be maintained as an Age Restricted Property.
  - 3.3. “Annual Review” is defined in Section 17.1.
  - 3.4. “Applicable Laws” is defined in Section 8.
  - 3.5. “Applicable Regulations” is defined in Section 16.2.
  - 3.6. “Assignment and Assumptions Agreement” is defined in Section 10.1(b) and a sample form can be found at **Exhibit B**.
  - 3.7. “Builder’s Tentative Map” means a map created for the purpose of designing individual residential lots or multi-family units for sale to end-user homeowners.

- 3.8. "California Public Records Act" is defined in Section 17.5.
- 3.9. "California Vesting Statutes" is defined in the introduction paragraph as the California Government Code Sections 65864-65869.5, as amended.
- 3.10. "CC&Rs" is defined in Section 13.4.
- 3.11. "CEQA" is defined in Recital F as the California Environmental Quality Act as is codified in California Public Resources Code Sections 21000 et.seq., and California Code of Regulations Title 14, Division 6, Chapter 3.
- 3.12. "City" is defined in the introduction paragraph.
- 3.13. "City Approvals" is defined in Recital E.
- 3.14. "City's Municipal Code" is defined in Recital B.
- 3.15. "Construction" is defined in Section 13.1.
- 3.16. "Construction Milestones" is defined in Section 13.1.
- 3.17. "Development Agreement Fee" is defined in Section 13.3.
- 3.18. "Development Exactions" is defined in Section 12.
- 3.19. "Effective Date" is defined in Recital L.
- 3.20. "Estoppel Certificate" is defined in Section 20.1.
- 3.21. "Financing Map" is defined as any Tentative Map recorded for finance and conveyance purposes only.
- 3.22. "General Plan" is defined in Recital B.
- 3.23. "Indemnitees" is defined in Section 19.1.
- 3.24. "Mello-Roos Community Facilities District" or "CFD" is defined as any district formed pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, commencing with Section 53311 et. seq., of the California Government Code.
- 3.25. "Mortgage" is defined as a deed of trust or other financial encumbrance placed on the Property, or any portion thereof.
- 3.26. "Mortgagee" is defined as any person or entity, including any deed of trust beneficiary who acquires title to the Property, or any portion thereof.
- 3.27. "Optional Term" is defined in Section 5.
- 3.28. "Owner" is defined in the introduction paragraph.

- 3.29. “Permitted Exactions” is defined in Section 12 and **Exhibit C**.
  - 3.30. “Project” is defined in Recital D.
  - 3.31. “Property” is defined in Recital C and described in **Exhibit A**.
  - 3.32. “Public Benefits” is defined in Recital H and its associated subsections.
  - 3.33. “Public Improvements” is defined in Section 11.
  - 3.34. “Public Infrastructure” is defined in Section 13.2.
  - 3.35. “Reserved Powers” shall mean that authority and those powers reserved in Section 15.
  - 3.36. “Specific Plan” means the Avanti South Specific Plan.
  - 3.37. “Tentative Map(s)” mean any Project tentative map approved after the Effective Date, including a tentative parcel map, as defined in the California Subdivision Map Act and Municipal Code.
  - 3.38. “Subsequent Approvals” is defined in Recital F.
  - 3.39. “Term” is defined in Section 5.
  - 3.40. “Uniform Codes” is defined as the Uniform Administrative, and the International Building, Mechanical, Plumbing, Electrical, Fire Codes.
  - 3.41. “Unit” is defined as a residential dwelling unit within the Project regardless of whether for sale or rent. This definition is provided for the purpose of calculating the Development Agreement Fee set forth in Section 13.4, and is not intended to allow for conversion of non-residential uses to residential uses.
4. Provisions Required by Statute. California Government Code Sections 65865.1 and 65865.2 provide, in part, that a development agreement shall specify the following:
    - 4.1. Duration of the Agreement. See Section 5 of this Agreement.
    - 4.2. Permitted uses of the Property. See Recital D and Section 7 of this Agreement.
    - 4.3. Maximum height and size of proposed buildings. See City Approvals.
    - 4.4. Reservation or dedication of land for public purposes. See City Approvals.
    - 4.5. Periodic review, at least annually, to demonstrate good faith compliance with the development agreement. See Section 17 of this Agreement.

## EFFECTIVE DATE AND TERM

5. Term. The term of this Agreement (the “Term”) shall commence upon the Effective Date and continue for a period of twelve (12) years. Any development, construction, operation or use in connection with the Project that is initiated within the Term by the submittal of an application by or on behalf of Owner shall be deemed to comply with this Agreement

Landowner shall have the option to extend the initial Term for a maximum of one (1) five (5) year extension for a total possible term of seventeen (17) years (the “Optional Term”) unless the Term is terminated, modified or extended by the terms of this Agreement, or by mutual consent of the Parties hereto, provided: (a) Owner provides at least ninety (90) days advance written notice prior to the expiration of the initial Term of its intent to request the Optional Term; (b) Owner is in compliance with the Construction Milestones as outlined in Sections 13.1, 13.2 and 13.3 of this Agreement; and (b) the Owner is not then in Default under this Agreement.

Upon request of the Owner, the Optional Term shall be confirmed by a vote of the City Council, in writing, at least thirty (30) days prior to the expiration of the initial Term.

- 5.1. Extension of Term Due to Litigation. In the event that litigation is filed by a third party (defined to exclude the City and Owner and any assignee or transferee of Owner) which seeks to invalidate this Agreement or any of the City Approvals or Subsequent Approvals, the Term shall be extended for a period equal to the length of time from the time a summons and complaint and/or petition are served on the defendant(s)/respondent(s) until the resolution of the matter is final and not subject to appeal.

- 5.2. Automatic Termination of Agreement. This Agreement shall automatically be terminated, without any further action by either Party or need to record any additional document upon the occurrence of any of the following:

5.2.1. Issuance of a Certificate of Occupancy. Upon issuance by the City of a final certificate of occupancy for a Unit, that Unit and its owner shall have no further obligations under and shall be released from this Agreement automatically and without necessity of a separate instrument;

5.2.2. Non-Residential Sale. Upon the finalization of a non-residential sale or commercial sale of a lot in the Project, that lot and its owner shall have no further obligations under and shall be released from this Agreement automatically and without the necessity of a separate instrument; or

5.2.3. Conveyance to an Association. Upon the conveyance of any lot, parcel or other property, whether residential, commercial or open space, to a homeowner’s association, property owner’s association, or public or quasi-public entity, that lot, parcel or property and its owner shall have no further obligations under and shall be released from this Agreement automatically and without necessity of a separate instrument. Owner shall have no further obligations under and shall be released from

the obligations and encumbrances of this Agreement for with respect to the released lot.

5.2.4. No Formal Action Required. No formal action by the City is required to affect any release occurring under this Section. However, within forty-five (45) days after Owner's request, the City shall sign and deliver an Estoppel Certificate or other similar document to acknowledge the release. Owner shall have no further obligations under and shall be released from the obligations and encumbrances of this Agreement with respect to the released Unit, lot, parcel or other property.

## **STANDARDS, LAWS AND PROCEDURES GOVERNING THE PROJECT**

6. Vested Right to Develop. Owner shall have a vested right to develop the Project on the Project Site in accordance with the terms and conditions of this Agreement, the Project Approvals and other Applicable Laws. Nothing in this Section shall be deemed to eliminate or diminish the requirement of Owner to obtain any Subsequent Approvals required by law.

6.1. Extension of Approvals or City Approval.

6.1.1. Financing Map and Tentative Tract Map. Pursuant to California Government Code Section 66452.6, the term of all Financing Map(s) and Tentative Tract Map(s) that are approved for all or any portion of the Property, both prior to and subsequent to the Effective Date, shall be automatically extended to a date coincident with the Term.

6.1.2. Discretionary Actions. Design reviews, use permits, variances and exceptions shall lapse according to the regulations in the City's Municipal Code or the Specific Plan.

7. Permitted Uses Vested by This Agreement. The permitted uses of the Project Site; the density and intensity of use of the Project Site; the maximum height, bulk and size of proposed buildings; provisions for reservation or dedication of land for public purposes and the location of public improvements; the general location of public utilities; and other terms and conditions of development applicable to the Project, shall be as set forth in this Agreement, the Project Approvals and, as and when they are issued (but not in limitation of any right to develop as set forth in the Project Approvals), the Subsequent Approvals.

8. Applicable Laws. The rules, regulations, official policies, standards and specifications applicable to the Project shall be those set forth in this Agreement and the Project Approvals, and, with respect to matters not addressed by this Agreement or the Project Approvals, those rules, regulations, official policies, standards and specifications (including City ordinances, resolutions and codes) governing permitted uses, building locations, timing of construction, densities, design, heights, fees, exactions, and taxes in force and effect on the Effective Date of this Agreement (collectively, the "Applicable Laws").



9. Changes in Applicable Laws.

- a) Non-Application of Changes in Applicable Laws. Any change in, or addition to, the Applicable Laws, including, without limitation, any change in any applicable general or specific plan, zoning ordinance or building regulation adopted or becoming effective after the Effective Date, including, without limitation, any such change by means of ordinance, initiative, referendum, resolution, motion, policy, order or moratorium, initiated or instituted for any reason whatsoever and adopted by the City Council or Planning Commission or by the electorate, as the case may be, which would, absent this Agreement, otherwise be applicable to the Project and which would conflict with the Applicable Laws, including this Agreement or the Project Approvals, shall not be applied to the Project or the Property unless such changes represent an exercise of the powers reserved to the City in Section 15 of this Agreement or are otherwise expressly allowed by this Agreement or consented to in writing by Owner.
- b) Amendments to California Vesting Statutes. This Agreement has been entered into in reliance upon the provisions of the California Vesting Statutes relating to development agreements, as those provisions existed as of the date of execution of this Agreement. No amendment or addition to those provisions which would materially affect the interpretation or enforceability of this Agreement shall be applicable to this Agreement, unless such amendment or addition is specifically required by the California State Legislature, or is mandated by a court of competent jurisdiction. If such amendment or change is permissive, as opposed to mandatory, this Agreement shall not be affected unless the Parties mutually agree, in writing, after following the procedures to amend this Agreement as set forth in Sections 16.7 and 16.8.
- c) Changes in Uniform Codes. Notwithstanding any provision of this Agreement to the contrary, construction of the Project shall comply with changes occurring from time to time in the Uniform Codes pursuant to the Reserved Powers.
- d) Changes Mandated by Federal or State Law. This Agreement shall not preclude the application to the Project of changes in, or additions to, the Applicable Laws that are mandated by state or federal laws or regulations. In the event state or federal laws or regulations prevent or preclude compliance with one or more provisions of this Agreement, such provisions shall be modified or suspended if necessary to comply with such state or federal laws or regulations and City and Owner shall take such action as may be required pursuant to this Agreement including, without limitation, Section 26.16 (Covenant of Cooperation) and Section 21.4 (Extensions). Not in limitation of the foregoing, nothing in this Agreement shall preclude City from imposing on Owner any fee specifically mandated and required by state or federal laws and regulations.

- e) Special Taxes and Assessments. Owner shall have the right, to the extent permitted by law, to protest, oppose and vote against any and all special taxes, assessments, levies, charges and/or fees imposed with respect to any assessment districts, Mello-Roos Community Facilities Districts, maintenance districts or other similar districts.
- f) Applicable Rule/City Approval/Development Agreement Inconsistency. In the event of any inconsistency between any City Law, Land Use Regulation, City Approval, and the Avanti South Specific Plan and this Agreement, the Avanti South Specific Plan and this Agreement shall control.

## 10. Assignment.

10.1. Right to Assign. The Owner shall have the right to sell, transfer, or assign this Agreement in whole or in part to any person, partnership, joint venture, limited liability company, firm or corporation at any time during the Term of this Agreement, without the prior written consent of the City, which shall not be unreasonably withheld, conditioned or delayed. In any event, any sale, transfer or assignment shall include the assignment and assumption of the rights and duties set forth herein, and shall be made in compliance with the following conditions precedent:

- a) No sale, transfer, or assignment of any right of interest under this Agreement shall be made unless made together with the sale, transfer, or assignment of all or a part of the Property. Any partial transfer hereunder shall be in full compliance with the City's subdivision requirements.
- b) Concurrent with any such sale, transfer or assignment the Owner shall notify City, in writing, of such sale, transfer, or assignment and shall provide City with an executed agreement, in substantially their form attached hereto as **Exhibit B**, by the purchaser, transferee, or assignee and providing therein that the purchaser, transferee, or assignee expressly and unconditionally assumes all the duties and obligations of the Owner under this Agreement as to the Property or portions of the Property purchased (the "Assignment and Assumptions Agreement"). Any sale, transfer, or assignment that does not comply with the foregoing conditions shall constitute a default by the Owner under this Agreement.

10.2. Release of Transferring Owner. Notwithstanding any sale, transfer, or assignment a transferring Owner shall continue to be obligated under this Agreement unless such transferring Owner is given a release in writing by the City (the form of which is attached as part of the Assignment and Assumption Agreement), which release shall be provided by City upon the full satisfaction by such transferring Owner of all the following conditions:

- a) The transferring Owner no longer has a legal interest in all or any part of the Property except as a beneficiary under a deed of trust:
- b) The transferring Owner is not then in default under this Agreement; and
- c) The transferring Owner has provided the City with the notice and executed agreement required under Subsection (b) of Section 10.1 above.

10.3. Subsequent Assignment. Any subsequent sale, transfer, or assignment after an initial sale, transfer, or assignment shall be made only in accordance with and subject to the terms and conditions of this Section.

10.4. Mortgagee Protection. The parties hereto agree that this Agreement shall not prevent or limit Owner, in any manner, at Owner's sole discretion, from encumbering the Property or any portion thereof or any improvement thereon by a Mortgagee, deed of trust or other security device securing financing with respect to the Property. Owner is hereby given the express right, in addition to any other rights herein granted, to grant a Mortgagee on its interests in this Agreement or any parts thereof under one or more Mortgagees and to assign this Agreement as collateral security for any such Mortgage. City acknowledges that the lenders providing such financing may require certain Agreement interpretations and modifications and agrees upon request, from time to time, to meet with the Owner and representatives of such lenders to negotiate in good faith any such request for interpretation or modification. City will not unreasonably withhold its consent to any such requested interpretation or modification provided such interpretation is consistent with the intent and purposes of this Agreement, as determined in the City's sole discretion.

10.5. Owner shall reimburse City for any and all of City's reasonable City Staff time and direct third party costs associated with said negotiations, interpretations, and modifications and shall make reimbursement payment to City within thirty (30) days of receipt of an invoice (including copies of all back up documentation) from City.

10.6. Any Mortgagee of the Property shall be entitled to the following rights and privileges:

- a) Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any Mortgage on the Property made in good faith and for value, unless otherwise provided by law.
- b) The Mortgagee of any Mortgage or deed of trust encumbering the Property, or any part thereof, which Mortgagee has submitted a request in writing to the City in the manner specified herein for giving notices, shall be entitled to receive written notification from City of any default by the Owner in the performance of Owner's obligations under this Agreement.
- c) If the City timely receives a request from a Mortgagee requesting a copy of any notice of default given to Owner under the terms of this Agreement, City shall provide a copy of that notice to the Mortgagee within ten (10) days of sending the notice of default to the Owner. The Mortgagee shall have the right, but not the

obligation, to cure such default within ninety (90) days after receipt of such notice, or if such default can only be remedied or cured upon obtaining possession of the Property, such Mortgagee shall have the right to seek or obtain possession with diligence and continuity through a receiver or otherwise, and to remedy or cure such default within ninety (90) days after obtaining possession, and the City may not exercise any of its remedies under this Agreement until expiration of such ninety (90) day period; provided, that in the case of a default which cannot with diligence be remedied or cured, or the remedy or cure of which cannot be commenced, within such ninety (90) day period, the Mortgagee shall have such additional time as is reasonably necessary to remedy or cure such default.

- d) Any Mortgagee who comes into possession of the Property, or any part thereof, pursuant to foreclosure of the Mortgage or deed of trust, or deed in lieu of such foreclosure, shall take the Property, or part thereof, subject to the terms of this Agreement. Notwithstanding any other provision of this Agreement to the contrary, no Mortgagee shall have an obligation or duty under this Agreement to perform any of the Owner's obligations or other affirmative covenants of the Owner hereunder, or to guarantee such performance, provided however, that to the extent that any covenant by City, the performance thereof shall continue to be a condition precedent to City's performance hereunder, and further provided that any sale, transfer, or assignment by any Mortgagee in possession shall be subject to the provisions of this Agreement.
- e) Any Mortgagee who comes into possession of the Property, or any portion thereof, pursuant to subsection (d) above and who elects not to assume the obligations of the Owner set forth herein shall not be entitled to any rights to develop which have or may have vested as a result of this Agreement.

11. Public Improvement. Owner shall construct, or cause to be constructed, those public improvements ("Public Improvements") necessary to serve the Project and as set forth in the Development Approvals. The Parties understand and agree that the Public Improvements, once constructed, will provide significant local and regional benefits to the City and the surrounding areas. Said Public Improvements shall be constructed in accordance with applicable City standards or the standards of any other public agency having jurisdiction existing as of the Effective Date, to the reasonable satisfaction for the City Engineer, and in compliance with the Subdivision Map Act, including provisions requiring the posting of security.

12. Permit Conditions and Exactions (Fees and Charges). Notwithstanding anything to the contrary in the Development Approvals, the development impact fees established and imposed by the City pursuant to the California Mitigation Fee Act as set forth in California Government Code Sections 66000 et seq., user fees, linkage fees, assessments, charges, general or special taxes, municipal financing, land dedication requirements, fees and charges for on-site and off-site (i) storm drains and flood control facilities, (ii) roads and bridges, (iii) park and recreation facilities, (iv) water system mainlines and storage reservoirs, (v) treatment plant capacity, and (vi) traffic signals, as well as all other categories of exactions or conditions to development (collectively referred to as "Development Exactions") which may

be imposed by the City pursuant to any subdivision and/or land use application or which are related in any manner to development of the Property are limited for the first five (5) years of this Agreement to those Development Exactions currently adopted by the City, as of the Effective Date, a copy of which are included within the Existing Land Use Regulations attached hereto as **Exhibit C** and (“Permitted Exactions”). City agrees that at the time of approval of tentative tract maps and parcel maps, or amendments to or modifications thereof or at the time of the granting of other approvals (whether discretionary or ministerial) or issuing any permits, it shall impose Permitted Exactions only.

After the expiration of the initial five (5) year fee freeze, the City Agrees to phase in any new or increased Development Exactions as follows:

Year 1 – Units shall be assessed the original Permitted Exactions total plus 20% of the amount of increase between the original Development Exactions and the then-current Development Exactions.

Year 2 – Units shall be assessed the original Permitted Exactions total plus 40% of the amount of increase between the original Development Exactions and the then-current Development Exactions.

Year 3 – Units shall be assessed the original Permitted Exactions total plus 60% of the amount of increase between the original Development Exactions and the then-current Development Exactions.

Year 4 – Units shall be assessed the original Permitted Exactions total plus 80% of the amount of increase between the original Development Exactions and the then-current Development Exactions.

Year 5 – Units shall be assessed the original Permitted Exactions total plus 100% of the amount of increase between the original Development Exactions and the then-current Development Exactions.

12.1. Reduction of Permitted Exactions for Age Restricted Project. Any qualifying Age Restricted Project developed in the Project shall be eligible for an automatic reduction equivalent to twenty-five percent (25%) of the then-current Permitted Exactions imposed by the City, excluding only the City’s then-current and applicable Planned Local Drainage Facility Fees and Biological Impact Fee.

13. Owner Obligations. As a material consideration for the long term assurances, Vested Rights, and other City obligations provided by this Agreement, and as a material inducement to the City to enter into this Agreement, Owner has offered and agreed to provide the Public Benefits to the City listed in this Section and has further agreed to comply with all of its obligations under this Agreement.

- 13.1. Construction Milestones. In order to preserve and maintain the provisions of this Agreement, Owner must commence Construction on the Project within eight (8) years from the Effective Date of the Agreement. For purposes of this Section, “Construction” is defined as one or more of the following: rough grading, finished grading, utility construction, infrastructure construction, and any other physical preparations or building construction, either on-site or off-site for the Project.
- 13.1.1. Notwithstanding any other provisions of this Agreement, Owner is required to perform the following additional construction obligations:
- 13.1.1.a. A minimum of three hundred (300) Units shall be constructed within the first ten (10) years of the Effective Date.
- 13.2. Road and Infrastructure Planning. Owner shall phase and construct the road and infrastructure improvements (collectively the “Public Infrastructure”) in accordance with the improvement list and milestone schedule attached hereto as **Exhibit D** and incorporated herein by reference.
- 13.3. Park Phasing. Owner shall phase and construct the Project’s parks in accordance with the milestone schedule attached hereto as **Exhibit E** and incorporated herein by reference.
- 13.4. Development Agreement Fee. Upon issuance of the first building permit for a Builder’s Tentative Map within a planning area for the Project, Owner shall pay to the City a one-time Development Agreement Fee of Three Hundred Fifty Dollars (\$350.00) per Unit for the units covered by that Builder’s Tentative Map.
- 13.5. Covenants, Conditions and Restrictions. Owner shall have the ability to reserve and record such covenants, conditions and restrictions (“CC&Rs”) against the Property as Owner deems necessary and appropriate, subject to review and approval by the City Attorney, which approval will not be unreasonably withheld, to adequately address the Project’s conditions of approval. CC&Rs may not conflict with this Agreement, the Specific Plan, or the General Plan. Before recording any CC&Rs, Owner shall provide a copy of the CC&Rs to the City for review by the City Attorney. Within sixty (60) days after receiving the proposed CC&Rs from Owner, the City Attorney shall provide Owner with either (i) a statement that the CC&Rs substantially comply with this Agreement, or (ii) written comments identifying each aspect of the CC&Rs the City Attorney believes may conflict with this Agreement.

#### 14. City’s Obligations.

- 14.1. Diligent Processing of Subsequent Approvals. City staff shall diligently process, in good faith, the Subsequent Approvals. Nothing in this Section or Agreement shall be construed to limit or otherwise preclude any rights allocated to Owner under the California Government Code, and the Permit Streaming Act.

14.2. Fee Satisfaction, Credits and Reimbursements. Subject to the terms and provisions of this Agreement the City agrees that certain Development Impact Fees are deemed partially satisfied for the Project, as more fully described in this Section. Further, subject to the terms and provisions of this Agreement, the City agrees that the Project may be entitled to certain Development Impact Fee Credits and Third Party Reimbursements as more fully described in this section.

Owner may, pursuant to this Agreement, finance the construction of certain improvements, including, without limitation, roadways, sewer, water, reclaimed water, solid waste, park, multi-purpose trails, drainage and/or other utilities which are the obligation of, and thus would otherwise be paid for fully or in part by, the City or other parties and which serve to benefit the Owner and other properties or which would be financed by existing or future City fees or other similar fees.

City and Owner agree that, in consideration for Owner financing and constructing improvements that qualify for credit or third party reimbursement, Owner, upon entering into an improvement agreement with the City and posting security for improvements, shall be entitled to fee credits and/or third party reimbursements, in accordance with the procedures set forth in this Agreement.

14.2.1. Park and Recreation Facilities – With the exception of any Unit entitled to a reduction pursuant to Section 12.1, Owner is entitled to a twenty-five percent (25%) reduction against all City Park and Recreation fees for each Unit constructed.

## 15. Reserved Authority.

15.1. Limitations, Reservations and Exceptions. Notwithstanding any other provision of this Agreement, the following Subsequent Land Use Regulations shall apply to the development of the Property.

- a) Processing fees and charges of every kind and nature imposed by City to cover the actual costs to City of processing applications for Development Approvals or for monitoring compliance with any Development Approvals granted or issued.
- b) Procedural regulations relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals and any other matter of procedure.
- c) Regulations governing construction standards and specifications including, without limitation, the Uniform Codes and the City's building code, plumbing code, mechanical code, electrical code, fire code and grading code.
- d) Regulations which may be in conflict with the Development Plan but which are reasonably necessary to protect the public health and safety. To the extent possible, any such regulations shall be applied and construed so as to provide Owner with the rights and assurances provided under this Agreement.

- e) Regulations which are not in conflict with the Development Plan. Any regulation, whether adopted by initiative or otherwise, limiting the rate or timing of development of the Property shall be deemed to conflict with the Development Plan and shall therefore not be applicable to the development of the Property.
- f) Regulations which are in conflict with the Development Plan provided Owner has given written consent to the application of such regulations to development of the Property. Owner may withhold such consent in its subjective good faith business judgment.

15.2. Subsequent Approvals. In connection with any Future Development Approval or action which the City is permitted or has the right to make under this Agreement relating to the Project, the City shall exercise its discretion or take action in a manner consistent with this Agreement and such other standards, terms and conditions contained in this Agreement. Notwithstanding the foregoing, this Agreement shall not prevent the City from applying Subsequent Land Use Regulations which do not conflict with the Development Plan nor shall this Agreement prevent City from denying or conditionally approving Future Development Approvals on the basis of the Applicable Regulations or any Subsequent Applicable Regulations not in conflict with the Development Plan. Upon City's granting any Future Development Approval, such Future Development Approval shall become part of the Project Development Approvals.

15.3. State and Federal Laws and Regulations. In the event that State or Federal laws or regulations prevent or preclude compliance with one or more of the provisions of this Agreement, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such State or Federal laws or regulations; provided, however, that this Agreement shall remain in full force and effect to the extent it is not inconsistent with such laws or regulations and to the extent such laws or regulations do not render such remaining provisions impractical to enforce

## 16. Development and Control of Development.

16.1. Control of Development. While this Agreement is in effect and subject to the City's Reservation of Authority, Owner shall have the vested right to develop the Property pursuant to and in accordance with the Applicable Regulations pursuant to this Agreement, including, without limitation, specific uses, densities, and types of uses provided for in the Applicable Regulations, and the City shall have the right to control the Development in accordance with the terms and conditions of this Agreement, the Project Development Approvals and all Applicable Regulations. Except as otherwise specified in the Project Development Approvals and this Agreement, the Applicable Regulations shall control the design and development, Future Development Approvals and all Off-Site Improvements and appurtenances in connection therewith. The Applicable Regulations are only those written rules, policies, ordinances, and resolutions described in Section 16.2 below. Owner and City shall use reasonable efforts to compile the Applicable Regulations in a permanent written form, which shall be kept on file in the Office of the City Clerk with a copy to each Party.



16.2. Applicable Regulations. The regulations applicable to the development of the Property shall consist of the following requirements (“Applicable Regulations”).

16.2.1. General Development Regulations. Except as otherwise specified in this Agreement, the ordinances, rules, regulations and official policies governing the permitted uses of the Property, including but not limited to the permitted density and intensity of use, provisions for reservation or dedication of land for public purposes, and the design, improvement, and construction standards and specifications applicable to Development of the Property shall be those ordinances rules, regulations, and official policies as they exist from time to time, except as provided for in the Project Development Approvals. In the event of a discrepancy between ordinances, rules, regulations and official polices and the Project Development Approvals, the Project Development Approvals shall govern the development standards of the Project.

16.2.2. Uses. Owner shall develop the Property, in accordance with the Project Development Approvals. No other uses shall be allowed on the Property unless otherwise authorized by this Agreement, the Project Development Approvals, or the Applicable Regulations.

16.2.3. Application/Processing Fees. Owner shall pay the application and processing fees customarily imposed on the type of entitlement and/or permit sought at the rate, and in the amount, imposed by City pursuant to the fee schedule, resolution or ordinance in effect at the time the application is deemed complete and accepted by City for action, which fees are designed to reimburse City’s expenses attributable to processing such applications for entitlements, permits, or both.

16.3. Timing of Development. The Parties acknowledge that Owner cannot, at this time, predict when or the rate at which the phases of the Project will be developed or the order in which each phase will be developed. Such decisions depend upon numerous factors which are not within the control of the Owner, such as market conditions and demand, interest rates, absorption, completion and other similar factors. In particular, and not in any limitation of any of the foregoing, since the California Supreme Court held in *Pardee Construction Co. v. City of Camarillo* (1984) 37 Cal.3d 465, that failure of the parties therein to consider and expressly provide for the timing for development resulted in a later-adopted initiative restricting the timing of development to prevail over such parties’ agreement, it is the Parties’ desire to avoid that result by acknowledging that, unless otherwise provided for in this Agreement, Owner shall have the vested right to develop the Project in such order and at such rate and at such times as Owner deems appropriate in the exercise of its business judgment, provided that Owner is in compliance with the City Approvals. Notwithstanding the above, the Owner is required to comply with the specific construction milestones set forth in Section 13.1 of this Agreement.

16.4. Phasing Plan. Development of the Property shall be subject to all timing and phasing requirements established by the Development Plan.

- 16.5. Vested Rights. By entering into this Agreement and relying thereon, Owner is obtaining the vested rights to proceed with the Development of the Property in accordance with the terms and conditions of this Agreement. By entering into this Agreement and relying thereon, the City is securing certain public benefits which enhance the public health, safety and welfare, a partial listing of which benefits is set forth in Recital A above.
- 16.6. Amendments to Project Development Approvals. It is contemplated by City and Owner that Owner may, from time to time, seek amendments to one or more of the Project Development Approvals. Any such amendment shall be processed in accordance with the Applicable Regulations. Such amendments are contemplated by City and Owner as being within the scope of this Agreement as long as they are consistent with the Applicable Regulations and shall, upon approval by City, continue to constitute the Project Development Approvals as referenced herein. The Parties agree that any such amendments shall not constitute an amendment to this Agreement nor require an amendment to this Agreement.
- 16.7. Changes and Amendments. The parties acknowledge that refinement and further development of the Project will require Subsequent Development Approvals and may demonstrate that changes are appropriate and mutually desirable in the Existing Development Approvals. In the event Owner finds that a change in the Existing Development Approvals is necessary or appropriate, Owner shall apply for a Subsequent Development Approval to effectuate such change and City shall process and act on such application in accordance with the Existing Land Use Regulations, except as otherwise provided by this Agreement including the Reservations of Authority. If approved, and such change in the Existing Development Approvals shall be incorporated herein as an addendum to **Exhibit "C"** and may be further changed from time to time as provided in this Section. Unless otherwise required by law, as determined in City's reasonable discretion, a change to the Existing Development Approvals shall be deemed "minor" and shall not require an amendment to this Agreement provided such change does not:
- (a) Alter the permitted uses of the Property as a whole; or,
  - (b) Increase the density or intensity of use of the Property as a whole; or,
  - (c) Increase the maximum height and size of permitted buildings; or,
  - (d) Delete a requirement for the reservation or dedication of land for public purposes within the Property, except where such deletion is authorized under the Development Plan; or,
  - (e) Constitute a project requiring a subsequent or supplemental environmental impact report pursuant to CEQA.
- 16.8. Amendment or Cancellation of Agreement. This Agreement may be amended or canceled in whole or in part only by mutual consent of the Parties in the manner provided for in Government Code Section 65868. No amendment or modification of this Agreement or any provision hereof shall be effective unless set forth in writing and

signed by duly authorized representatives of each Party hereto. This provision shall not limit the City's or Owner's remedies as provided by Section 18.

16.9. Project as a Private Undertaking. It is specifically understood and agreed by and between the Parties hereto that the Project is a private development, that the City has no interest in or responsibility for, or duty to third persons concerning the improvements set forth in the City Approvals. Owner shall have full power, over and exclusive control of the Property subject only to the limitations and obligations of Owner under this Agreement. No partnership, joint venture or other association of any kind is formed by this Agreement.

17. Annual Review of Compliance with Agreement.

17.1. Periodic Review. The City and Owner shall review this Agreement at least once every 12-month period from the date this Agreement is executed ("Annual Review"). The City shall notify Owner in writing of the date for review at least thirty (30) days prior thereto. Such periodic review shall be conducted in accordance with the City's Municipal Code and Government Code Section 65865.1.

17.2. Good Faith Compliance. During each Annual Review, Owner shall be required to demonstrate good faith compliance with the terms of this Agreement. Owner agrees to furnish such reasonable evidence of good faith compliance as the City, in the exercise of its reasonable discretion, may require. If requested by Owner, the City agrees to provide to Owner, a certificate that Owner or a duly authorized Transferee is in compliance with the terms of this Agreement, provided Owner reimburses the City for all reasonable and direct costs and fees incurred by the City with respect thereto.

17.3. Failure to Conduct Annual Review. The failure of the City to conduct the Annual Review shall not be an Owner default. Further, Owner shall not be entitled to any remedy for the City's failure to conduct this Annual Review.

17.4. Initiation of Review by City Council. In addition to the Annual Review, the City Council may at any time initiate a review of this Agreement by giving written notice to Owner. Within thirty (30) days following receipt of such notice, Owner shall submit evidence to the City Council of Owner's good faith compliance with this Agreement and such review and determination shall proceed in the same manner as provided for in the Annual Review. The City Council may conduct a review pursuant to this Section only upon finding that probable cause exists to believe that the City's general health, safety, or welfare is at risk as a result of specific acts or failures to act by Owner.

17.5. Availability of Documents. If requested by Owner, the City agrees to provide to Owner, pursuant to the California Public Records Act (California Government Code Sections 6250, et. seq.) or other applicable law, copies of any documents, reports or other items reviewed, accumulated or prepared by or for the City in connection with any periodic compliance review by the City, provided Owner reimburses the City for all reasonable and direct costs and fees incurred by the City with respect thereto. The City shall respond

to Owner's request on or before ten (10) business days have elapsed from the City's receipt of such request.

17.6. Events of Default: Remedies and Termination. Unless amended, modified, or suspended pursuant to Government Code Section 65869.5, this Agreement is enforceable by either Party hereto.

17.7. Defaults by Owner. If the City determines that Owner has not complied in good faith with the terms and conditions of this Agreement, the City shall, by written notice to Owner, specify the manner in which Owner has failed to so comply and state the steps Owner must take to bring itself into compliance. If, within thirty (30) days after the effective date of notice from the City specifying the manner in which Owner has failed to so comply, Owner does not commence all steps reasonably necessary to bring itself into compliance as required and thereafter diligently pursue such steps to completion, then Owner shall be deemed to be in default under the terms of this Agreement. The foregoing 30-day period shall be tolled during the pendency of any appeal undertaken. Default of Owner shall also include, but not be limited to, Owner's failure to timely commence construction of the Public Improvements pursuant to this Agreement; Owner's failure to timely complete construction of the Public Improvements; Owner's failure to timely cure any defect in the Public Improvements; Owner's failure to perform substantial construction work on the Public Improvements for a period of 20 calendar days after commencement of the work; or Owner's failure to perform any other obligation concerning the Public Improvements under this Agreement. Except as provided in Section 23 ("Attorneys Fees") City's remedies for Owner's breach shall be limited to those specified in Section 18.

17.8. Defaults by City. If Owner determines that the City has not complied in good faith with the terms and conditions of this Agreement, Owner shall, by written notice to the City, specify the manner in which the City has failed to so comply and state the steps the City must take to bring itself into compliance. If, within thirty (30) days after the effective date of notice from Owner specifying the manner in which the City has failed to so comply, the City does not commence all steps reasonably necessary to bring itself into compliance as required and thereafter diligently pursue such steps to completion, then the City shall be deemed to be in default under the terms of this Agreement. Owner's remedies for City's breach shall be limited to those specified in Section 18.

## 18. Legal Remedies.

18.1. No Monetary Damages. Due to the size, nature, and scope of the Project, it will not be practical or possible to restore the Property to its natural condition once implementation of this Agreement begins. After such implementation, Owner may not be able to change its mind on utilization of the Property and/or other benefits. Owner has invested significant time and resources and performed extensive planning and processing of the Development of the Property in agreeing to the terms of this Agreement and will be investing even more significant time and resources in implementing the Project in

reliance upon the terms of this Agreement, and it is not possible to determine the sum of money which would adequately compensate Owner for such efforts. For the above reasons, the City and Owner agree that damages would not be an adequate remedy if the City fails to carry out its obligations under this Agreement and that Owner shall have the right to seek and obtain specific performance as a remedy for any breach of this Agreement. Moreover, the City would not have consented to this Agreement if it were to be subject to damages for breach of this Agreement. Therefore, Owner specifically agrees that it has no authority under this Agreement to seek monetary damages against the City for any breach of this Agreement by the City, and agrees not to seek monetary damages against the City for breach of this Agreement.

18.2. Specific Performance Remedy. The City and Owner further acknowledge that, if Owner fails to carry out its obligations under this Agreement, the City shall have the right to refuse to issue any permits or other approvals that Owner would otherwise have been entitled to pursuant to this Agreement. Therefore, the City's remedy of denying issuance of permits or terminating this Agreement shall be sufficient in most circumstances if Owner fails to carry out its obligations hereunder. Notwithstanding the foregoing, if the City issues a permit or other approval pursuant to this Agreement in reliance (explicitly stated in writing) upon a specified condition being satisfied by Owner in the future, and if Owner then fails to satisfy such condition, the City shall be entitled to specific performance for the sole purpose of causing Owner to satisfy such condition. The City's right to specific performance shall be limited to those circumstances set forth above, and the City shall have no right to seek specific performance to cause Owner to otherwise proceed with the Development of the Project in any manner.

18.3. Institution of Legal Action. In addition to any other rights or remedies, Owner or the City may institute legal action to cure, correct or remedy any default, to enforce any covenants or agreements herein, to enjoin any threatened or attempted violation hereof to recover damages for any default, or to obtain any other remedies consistent with the purpose of this Agreement. Such legal action shall be heard by a referee from the Los Angeles County Superior Court pursuant to the reference procedures of the California Code of Civil Procedure Sections 638, et seq., Owner and the City shall agree upon a single referee who shall then try all issues, whether of fact or law, and report a finding and judgment thereon and issue all legal and equitable relief appropriate under the circumstances of the controversy before him/her. If Owner and the City are unable to agree on a referee within ten (10) days of a written request to do so by either Party hereto, either Party may seek to have one appointed pursuant to the California Code of Civil Procedure Section 640. The cost of such proceeding shall initially be borne equally by the Parties. Any referee selected pursuant to this Section shall be considered a temporary judge appointed pursuant to Article 6, Section 21 of the California Constitution.

## 19. Indemnity and Cost of Litigation

19.1. Hold Harmless. Owner agrees to and shall hold City, its officers, agents, employees and representatives (collectively, "Indemnitees") harmless from all liability, including but not limited to liability for damage or claims of damage for personal injury including death and claims for property damage which may arise from the direct operations of the Owner

or those of their contractors, subcontractors, agents, employees or other persons acting on their behalf which relate to the Project with the exception of any liability caused in whole or in part by the negligence or misconduct of any of such Indemnitees. Owner agrees to and shall indemnify, defend with legal counsel of the Indemnitees' selection and hold harmless the Indemnitees from actions, including those for damages caused or alleged to have been caused by reason of Owner's activities in connection with the Project with the exception of any liability caused in whole or in part by the negligence or misconduct of any such Indemnitees.

This hold harmless agreement applies to all liabilities, including damages and claims for damages suffered or alleged to have been suffered by reason of the operations referred to in this paragraph, regardless of whether or not City prepared, supplied, or approved plans or specifications for the Project and whether or not the insurance policies referred to herein are applicable.

19.2. Environmental Assurances. Owner shall indemnify with legal counsel of the Indemnitees' reasonable selection and hold free and harmless the Indemnitees from any liability, based or asserted, upon any act or omission of Owner or Owen's officers, agents, employees, and contractors related to the Project, for any violation of any federal, state or local law, ordinances or regulation relating to industrial hygiene, solid or hazardous waste on, under or about the Project, or to environmental conditions on, under, or about the Property, occurring from and after the Effective Date of this Agreement with the exception of any liability caused in whole or in part by the negligence or misconduct of any such Indemnitees. Said violations shall include, but are not limited to, soil and groundwater conditions on, under or about the Project, and Owner shall defend, at its expense, including reasonable attorney's fees, the Indemnitees in any action based or asserted upon any such alleged act or omission of Owner, or Owner's officers, agents, employees, and contractors related to the Project. The Indemnitees may, in their discretion and at their cost, participate in the defense of any such action.

## 20. Estoppel Certificates.

20.1. Written Request. Either Party may at any time deliver written notice to the other Party requesting an estoppel certificate (the "Estoppel Certificate") stating: (1) this Agreement is in full force and effect and is a binding obligation of the Parties; (2) this Agreement has not been amended or modified either orally or in writing or, if so amended, identifying the amendments; and (3) no default in the performance of the requesting Party's obligations under this Agreement exists or, if a default does exist, the nature and amount of any default.

20.2. Thirty (30) Days to Respond. A Party receiving a request for an Estoppel Certificate shall provide a signed certificate to the requesting Party within thirty (30) days after receipt of the request.

20.3. Authorized Signatories. The City Manager or any person designated by the City Manager may sign the Estoppel Certificates on behalf of the City. Any officer of Owner may sign on behalf of Owner.

20.4. Reliance. An Estoppel Certificate may be relied on by assignees and mortgagees.

20.5. Reimbursement. In the event that one Party requests an Estoppel Certificate from the other, the requesting Party shall reimburse the other Party for all reasonable and direct costs and fees incurred by such Party with respect thereto.

21. Waivers and Delays.

21.1. No Waiver. Failure by a Party to insist upon the strict performance of any of the provisions of this Agreement by the other Party, and failure by a Party to exercise its rights upon a default by the other Party hereto, shall not constitute a waiver of such Party's right to demand strict compliance by such other Party in the future.

21.2. Third Parties. Non-performance shall not be excused because of a failure of a third person.

21.3. Extensions. The Term of this Agreement and the time for performance by Owner or the City of any of its obligations hereunder shall be extended by the period of time that any of the events described in this Agreement exists and/or prevents performance of such obligations. In addition, the Term shall be extended for delays arising from the following events for a time equal to the duration of each delay occurring during the Term:

21.3.1. Litigation. The period of time after the Effective Date during which litigation related to this Agreement or having the actual effect of delaying implementation of the Development of the Property is pending, including litigation pending on the Effective Date. This period shall include any time during which appeals may be filed or are pending.

21.3.2. Government Agencies. Any delay resulting from the acts or omissions of the City or any other governmental agency or public utility and beyond the reasonable control of Owner except those related to the normal and customary processing of Future Development Approvals.

22. Notices.

22.1. All notices required or provided for under this Agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid, return receipt requested, or by overnight delivery. Notices required to be given to the City shall be addressed as follows:

City of Lancaster  
Attn: Community Development Manager  
44933 Fern Avenue, Lancaster, CA 93534  
Ph: 661-723-6079  
Fax: 661-723-5926

**With a Copy To:**

Mr. Joseph Adams, Esq.  
Stradling Yocca Carlson & Rauth, P.C.  
660 Newport Center Drive, Suite 1600  
Newport Beach, CA 92660  
Ph: 949-725-4000  
Fax: 949-725-4100

Notices required to be given to Owner shall be addressed as follows:

Royal Investors Group, LLC  
Attn: Ms. Kris Pinero  
Project Management Consultant  
15821 Ventura Blvd., Suite 460  
Encino, CA 91436  
Ph: 818-981-3000, Ext. 110  
Fax: 818-981-3606

**With a Copy To:**

Mrs. Kelly Alhadeff-Black, Esq.  
Lewis Brisbois Bisgaard & Smith, LLP  
28765 Single Oak Drive, Suite 140  
Temecula, CA 92590  
Ph: 951-252-6154  
Fax: 951-252-6151

22.2. A Party may change its address for notices by giving notice in writing to the other Party as required herein and thereafter notices shall be addressed and transmitted to the new address. All notices under this Agreement shall be deemed given, received, made or communicated on the earlier of the date personal delivery is affected or on the delivery date or attempted delivery date shown on the return receipt, or air bill.



23. Attorneys' Fees. If legal action is brought by either Party against the other for breach of this Agreement, including actions derivative from the performance of this Agreement, or to compel performance under this Agreement, the prevailing Party shall be entitled to an award of its costs, including reasonable attorneys' fees, and shall also be entitled to recover its contribution for the costs of the referee referred to in Section 17.7 above as an item of damage and/or recoverable costs. Attorneys' fees under this Section shall include attorneys' fees on any appeal and, in addition, a Party entitled to attorneys' fees shall be entitled to all other reasonable costs and expenses, including, without limitation, expert witness fees, incurred in connection with such action. In addition to the foregoing award of attorneys' fees to the prevailing Party, the prevailing Party in any lawsuit shall be entitled to its attorneys' fees incurred in any post-judgment proceedings to collect or enforce the judgment. This provision is separate and several and shall survive the merger of this Agreement into any judgment on this Agreement.
24. Recording. This Agreement and any amendment or cancellation hereof shall be recorded, at no cost to the City, in the Official Records of the County of Los Angeles by the City Clerk within the period required by Section 65868.5 of the Government Code.
25. Effect of Agreement on Title.
- 25.1. Effect on Title. Owner and the City agree that this Agreement shall not continue as an encumbrance against any portion of the Property as to which this Agreement has terminated.
- 25.2. Severability of Terms. If any term, provision, covenant, or condition of this Agreement shall be determined invalid, void, or unenforceable, the remainder of this Agreement shall not be affected thereby if the tribunal finds that the invalidity was not a material part of consideration for either Party. The covenants contained herein are mutual covenants. The covenants contained herein constitute conditions to the concurrent or subsequent performance by the Party benefited thereby of the covenants to be performed hereunder by such benefited Party.
- 25.3. Subsequent Amendment to Authorizing Statute. This Agreement has been entered into in reliance upon the provisions of the Development Agreement Legislation in effect as of the Effective Date. Accordingly, subject to Section \_\_\_ above, to the extent that subsequent amendments to the Government Code would affect the provisions of this Agreement, such amendments shall not be applicable to this Agreement unless necessary for this Agreement to be enforceable or required by law or unless this Agreement is modified pursuant to the provisions set forth in this Agreement and Government Code Section 65868 as in effect on the Effective Date.
- 25.4. Local, State and Federal Laws. Owner and its contractors shall carry out the design and construction of all private improvements on the Property and all Public Improvements in conformity with all applicable laws, including, without limitation, all applicable federal, state and local occupation, employment, prevailing wage, safety and health laws, rules, regulations and standards. Owner agrees to indemnify, defend and hold the Indemnitees (as defined in Section 19.1) harmless from and against any cost, expense, claim, charge or liability relating to or arising directly or indirectly from any breach by or failure of

Owner or its contractor(s) or agents to comply with such laws, rules or regulations. Owner's indemnity obligations set forth in this Section shall survive the termination or expiration of this Agreement.

## 26. Rules of Construction and Miscellaneous Terms.

- 26.1. Enforced Delay, Extension of Times of Performance. Neither Party shall be deemed to be in Default where failure or delay in performance of any of its obligations under this Agreement is caused by floods, earthquakes, natural disasters or other Acts of God, fires, wars, riots or similar hostilities, strikes and other labor difficulties beyond the Party's control (including the Party's employment force), government regulations, enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulations, court actions (such as restraining orders or injunctions), or any similar basis for excused performance or any other causes beyond the Party's control. If any such event shall occur, the Term or any Option Term of this Agreement and the time for performance by either Party of any of its obligations hereunder may be extended by the written agreement of the Parties for the period of time that such events prevented such performance, provided that the Term or any Option Term of this Agreement shall not be extended under any circumstances for more than two (2) years.
- 26.2. Interpretation. This Agreement is the product of mutual negotiations and participation by both the City and the Owner. For purposes of construing the meaning or effect of this Agreement, or any portion hereof, it shall be presumed this Agreement was drafted by both Parties and not as if it had been prepared by one Party or the other. Each Party to this Agreement specifically acknowledges that it had sufficient opportunity to review the Agreement, confer with its separate legal counsel regarding the meaning of this Agreement and any provision contained herein and negotiate revisions to this Agreement. Each Party relies solely upon its own judgment and the advice of its counsel in interpreting the provisions of this Agreement and is not relying on any representation, interpretation, presumed assent or implied agreement of the other Party which is not expressly contained in this Agreement. Accordingly, neither Party shall use or rely on California Civil Code Section 1654 in order to interpret any uncertainty in the meaning of this Agreement.
- 26.3. Section Headings. All section headings and subheadings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.
- 26.4. Gender. The singular includes the plural; the masculine gender includes the feminine; "shall" is mandatory, "may" is permissive.
- 26.5. No Joint and Several Liabilities. At any time that there is more than one Owner, no breach hereof by an Owner shall constitute a breach by any other Owner. Any remedy, obligation, or liability, including but not limited to the obligations to defend and indemnify the City, arising by reason of such breach shall be applicable solely to the Owner that committed the breach. However, the City shall send a copy of any notice of violation to all Owners, including those not in breach. In addition, a default by any Transferee shall only affect that portion of the Property owned by such Transferee and

shall not cancel or diminish in any way Owner's rights hereunder with respect to any portion of the Property not owned by such Transferee. The Transferee shall be responsible for the reporting and Annual Review requirements relating to the portion of the Property owned by such Transferee, and any amendment to this Agreement between City and a Transferee shall only affect the portion of the Property owned by such Transferee.

- 26.6. Time of Essence. Time is of the essence regarding each provision of this Agreement of which time is an element.
- 26.7. Recitals. All Recitals set forth herein are incorporated in this Agreement as though fully set forth herein.
- 26.8. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and this Agreement supersedes all previous negotiations, discussion and agreements between the Parties, and no parole evidence of any prior or other agreement shall be permitted to contradict or vary the terms hereof.
- 26.9. Authority to Execute Agreement. The person executing this Agreement on behalf of the Owner warrants and represents to the City that this Agreement has been duly approved by the Owner and that all applicable notices and procedures were complied with and that he/she is duly authorized by the Owner to execute this Agreement on behalf of the Owner and has been duly authorized to do so.
- 26.10. Not for Benefit of Third Parties. This Agreement and all provisions hereof are for the exclusive benefit of the City and Owner and its Transferees and shall not be construed to benefit or be enforceable by any third party.
- 26.11. Counterparts. This Agreement may be executed in any number of counterparts, and each of such counterparts for all purposes shall be deemed to be an original, and all of such counterparts shall constitute one and the same agreement.
- 26.12. Further Assurances. Each Party covenants, on behalf of itself and its successors, heirs and assigns to take all actions, perform all tasks and to execute, with affidavit, acknowledgement or notarization if required, any and all documents and writings that may be necessary or proper to achieve the purposes and objectives of this Agreement.
- 26.13. Signature Pages; Facsimile Signatures and Execution in Counterparts. For convenience, the signatures of the Parties to this Agreement may be executed and acknowledged on separate pages in counterparts which, when attached to this Agreement, shall constitute that as one complete Agreement.
- 26.14. City Finding. The City hereby finds and declares that the execution of this Agreement is in the best interest of the public health, safety and general welfare and is consistent with all applicable City Laws including, without limitation, the General Plan as that same may be, from time to time, amended.

26.15. Covenant of Cooperation. City and Landowner shall cooperate and deal with each other in good faith and assist each other in the performance of the provisions of this Agreement. Such cooperation shall include entering into Implementing Agreements to implement the obligations established in this Agreement.

*[SIGNATURE PAGES TO FOLLOW]*

**“CITY”**

City of Lancaster, a California charter city and  
municipal corporation

APPROVED:

ATTEST:

---

MARK V. BOZIGIAN  
City Manager  
City of Lancaster

---

BRITT AVRIT, MMC  
City Clerk  
City of Lancaster

APPROVED AS TO FORM:

---

ALLISON E. BURNS  
City Attorney  
City of Lancaster

**“OWNER”**

**PALMDALE CAPITAL, LLC, a California  
Limited Liability Company**

**By:** \_\_\_\_\_  
Jamshid Goltche, Managing Member  
Royal Investors, LLC

**AVANTI WEST VENTURES, LLC, a  
California Limited Liability Company**

**By:** \_\_\_\_\_  
Peiman Shayan, Managing Member

**DNY HOLDINGS, LLC, a California Limited  
Liability Company**

**By:** \_\_\_\_\_  
David York, Managing Member

**DDCX, LLC, a California Limited Liability  
Company**

**By:** \_\_\_\_\_  
Fariborz M. Bardi, Managing Member

**TIKKUN AVANTI, LLC, a California Limited  
Liability Company**

**By:** \_\_\_\_\_  
Behrooz Haverim

**REPUBLIC AGORA, LLC, a New York  
Limited Liability Company**

**By:** \_\_\_\_\_  
Behzad Nehmadi



70th Street West

West Avenue K

60th Street West



**SP 15-02/  
GPA 16-01/  
ZC 16-01/  
VTTM 74312**

West Avenue L



# STAFF REPORT

## City of Lancaster

NB 1
03/26/19
JC

Date: March 26, 2019

To: Mayor Parris and City Council Members

From: Jason Caudle, City Manager  
Allison E. Burns, City Attorney

Subject: **Amendments to the Lancaster Municipal Code relating to the Criminal Justice Commission, the Architectural and Design Commission, the Lancaster Homeless Impact Commission and the Lancaster Healthy Community Commission**

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### Recommendations:

- a. Introduce **Ordinance No. 1059**, amending Chapter 2.30 of the Lancaster Municipal Code regarding membership of the Criminal Justice Commission.
- b. Introduce **Ordinance No. 1060**, amending Chapter 2.34 of the Lancaster Municipal Code regarding membership of the Architectural and Design Planning Commission.
- c. Introduce **Ordinance No. 1061**, amending Chapter 2.37 of the Lancaster Municipal Code regarding membership of the Lancaster Homeless Impact Commission.
- d. Introduce **Ordinance No. 1062**, amending Chapter 2.38 of the Lancaster Municipal Code regarding membership of the Lancaster Healthy Community Commission.

### Fiscal Impact:

None for this action.

### Background:

At the February 26, 2019, City Council meeting, Mayor Parris requested that members of the City Council, and the Mayor, be made “Commissioners at-large” for the following City Commissions: (1) the Criminal Justice Commission; (2) the Architectural and Design Planning Commission; (3) the Lancaster Homeless Impact Commission; and (4) the Lancaster Healthy Community Commission (the “Commissions”). As “Commissioners at-large,” the members of the City Council, and the Mayor, may be called upon to attend and participate in meetings of the Commissions, as though they were appointed members of the same with authority to approve agenda items, in the event that a quorum cannot be reached by reason of another Commission member being absent or abstaining from a matter due to an actual or potential conflict of interest. Because the Commissions are governmental bodies with only advisory powers, the City Council members, and the Mayor, will not be subject to any forfeiture of public office imposed by the doctrine of incompatible offices, as set forth in Section 1099 of the California Government Code.

### Attachments:

Ordinance No. 1059  
Ordinance No. 1060  
Ordinance No. 1061  
Ordinance No. 1062



ORDINANCE NO. 1059

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LANCASTER, CALIFORNIA, AMENDING CHAPTER 2.30 OF THE LANCASTER MUNICIPAL CODE REGARDING MEMBERSHIP OF THE CRIMINAL JUSTICE COMMISSION

WHEREAS, the City Council of the City of Lancaster (“City Council”) has previously adopted Chapter 2.30 of the Lancaster Municipal Code establishing the Criminal Justice Commission (“Commission”);

WHEREAS, the Commission is a governmental body that has only advisory powers and, as such, is not subject to any forfeiture of public office imposed by the doctrine of incompatible offices, as set forth in California Government Code Section 1099; and

WHEREAS, the City Council desires to amend Chapter 2.30 of the Lancaster Municipal Code to allow the members of the Lancaster City Council to be “Commissioners at-large.”

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

Section 1. The City Council finds and determines that the above recitals are true and correct and incorporates the recitals herein by this reference.

Section 2. Chapter 2.30.020 ‘Membership’ of the Lancaster Municipal Code is hereby amended to read as follows:

The Criminal Justice Commission shall be composed of seven (7) commissioners and up to three (3) alternates, all of whom shall be residents of the City of Lancaster or residents of the Antelope Valley who work within the city limits of the City of Lancaster. All commissioners and alternates of the Criminal Justice Commission shall be appointed by the mayor, subject to approval of a majority of the city council. An alternate may replace any commissioner who is absent from a meeting or abstains from a matter due to an actual or potential conflict of interest. In the event that a quorum cannot be reached at a meeting of the Criminal Justice Commission, by reason of one or more commissioners’ and/or alternates’ absence or abstention from voting on or participating in a matter due to an actual or potential conflict of interest, the mayor and members of the city council shall be considered ‘Commissioner at-large’ and shall have the authority to approve agenda items as if they were an appointed member of the Criminal Justice Commission.

Section 3. All ordinances or resolutions, or provisions of the Lancaster Municipal Code, or parts thereof, that are inconsistent with this Ordinance, are hereby repealed only to the extent of their inconsistency; provided, however, that such repeal shall not be construed to revive any ordinance or resolution, or part thereof.

Section 4. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is held for any reason to be invalid or unconstitutional by the decision of any court of competent

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

Section 5. The Mayor shall sign and the City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published and posted pursuant to the provisions of law in that regard and this Ordinance shall take effect thirty (30) days after its final passage.

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 26<sup>th</sup> day of March, 2019, and placed upon its second reading and adoption at a regular meeting of the City Council on the \_\_\_\_\_ day of \_\_\_\_\_, 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. 1059, for which the original is on file in my office.

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

\_\_\_\_\_  
(seal)

ORDINANCE NO. 1060

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LANCASTER, CALIFORNIA, AMENDING CHAPTER 2.34 OF THE LANCASTER MUNICIPAL CODE REGARDING MEMBERSHIP OF THE ARCHITECTURAL AND DESIGN PLANNING COMMISSION

WHEREAS, the City Council of the City of Lancaster (“City Council”) previously adopted Chapter 2.34 of the Lancaster Municipal Code establishing the Architectural and Design Planning Commission (“Commission”);

WHEREAS, the Commission is a governmental body that has only advisory powers and, as such, is not subject to any forfeiture of public office imposed by the doctrine of incompatible offices, as set forth in California Government Code Section 1099; and

WHEREAS, the City Council desires to amend Chapter 2.34 of the Lancaster Municipal Code to allow the members of the Lancaster City Council to be “Commissioners at-large.”

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

Section 1. The City Council finds and determines that the above recitals are true and correct and incorporates the recitals herein by this reference.

Section 2. Chapter 2.34.010 ‘Creation and Membership’ of the Lancaster Municipal Code is hereby amended to read as follows:

The Architectural and Design Planning Commission shall be composed of seven (7) commissioners and up to three (3) alternates, all of whom shall be residents of the City of Lancaster or residents of the Antelope Valley who work within the city limits of the City of Lancaster. All commissioners and alternates of the Architectural and Design Planning Commission shall be appointed by the mayor, subject to approval of a majority of the city council. An alternate may replace any commissioner who is absent from a meeting or abstains from a matter due to an actual or potential conflict of interest. In the event that a quorum cannot be reached at a meeting of the Architectural and Design Planning Commission, by reason of one or more commissioners’ and/or alternates’ absence or abstention from voting on or participating in a matter due to an actual or potential conflict of interest, the mayor and members of the city council shall be considered ‘Commissioner at-large’ and shall have the authority to approve agenda items as if they were an appointed member of the Architectural and Design Planning Commission.

Section 3. All ordinances or resolutions, or provisions of the Lancaster Municipal Code, or parts thereof, that are inconsistent with this Ordinance, are hereby repealed only to the extent of their inconsistency; provided, however, that such repeal shall not be construed to revive any ordinance or resolution, or part thereof.

Section 4. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is held for any reason to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases or portions be declared invalid or unconstitutional.

Section 5. The Mayor shall sign and the City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published and posted pursuant to the provisions of law in that regard and this Ordinance shall take effect thirty (30) days after its final passage.

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 26<sup>th</sup> day of March, 2019, and placed upon its second reading and adoption at a regular meeting of the City Council on the \_\_\_\_\_ day of \_\_\_\_\_, 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. 1060, for which the original is on file in my office.

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

\_\_\_\_\_

(seal)

ORDINANCE NO. 1061

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LANCASTER, CALIFORNIA, AMENDING CHAPTER 2.37 OF THE LANCASTER MUNICIPAL CODE REGARDING MEMBERSHIP OF THE LANCASTER HOMELESS IMPACT COMMISSION

WHEREAS, the City Council of the City of Lancaster (“City Council”) has previously adopted Chapter 2.37 of the Lancaster Municipal Code establishing the Lancaster Homeless Impact Commission (“Commission”);

WHEREAS, the Commission is a governmental body that has only advisory powers and, as such, is not subject to any forfeiture of public office imposed by the doctrine of incompatible offices, as set forth in California Government Code Section 1099; and

WHEREAS, the City Council desires to amend Chapter 2.37 of the Lancaster Municipal Code to allow the members of the Lancaster City Council to be “Commissioners at-large.”

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

Section 1. The City Council finds and determines that the above recitals are true and correct and incorporates the recitals herein by this reference.

Section 2. Chapter 2.37.020 ‘Membership’ of the Lancaster Municipal Code is hereby amended to read as follows:

The Lancaster Homeless Impact Commission shall be composed of seven (7) commissioners and up to three (3) alternates, all of whom shall be residents of the City of Lancaster or residents of the Antelope Valley who work within the city limits of the City of Lancaster. All commissioners and alternates of the Lancaster Homeless Impact Commission shall be appointed by the mayor, subject to approval of a majority of the city council. An alternate may replace any commissioner who is absent from a meeting or abstains from a matter due to an actual or potential conflict of interest. In the event that a quorum cannot be reached at a meeting of the Lancaster Homeless Impact Commission, by reason of one or more commissioners’ and/or alternates’ absence or abstention from voting on or participating in a matter due to an actual or potential conflict of interest, the mayor and members of the city council shall be considered ‘Commissioner at-large’ and shall have the authority to approve agenda items as if they were an appointed member of the Lancaster Homeless Impact Commission.

Section 3. All ordinances or resolutions, or provisions of the Lancaster Municipal Code, or parts thereof, that are inconsistent with this Ordinance, are hereby repealed only to the extent of their inconsistency; provided, however, that such repeal shall not be construed to revive any ordinance or resolution, or part thereof.

Section 4. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is held for any reason to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases or portions be declared invalid or unconstitutional.

Section 5. The Mayor shall sign and the City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published and posted pursuant to the provisions of law in that regard and this Ordinance shall take effect thirty (30) days after its final passage.

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 26<sup>th</sup> day of March, 2019, and placed upon its second reading and adoption at a regular meeting of the City Council on the \_\_\_\_\_ day of \_\_\_\_\_, 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. 1061, for which the original is on file in my office.

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

\_\_\_\_\_  
(seal)

ORDINANCE NO. 1062

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LANCASTER, CALIFORNIA AMENDING CHAPTER 2.38 OF THE LANCASTER MUNICIPAL CODE REGARDING MEMBERSHIP OF THE LANCASTER HEALTHY COMMUNITY COMMISSION

WHEREAS, the City Council of the City of Lancaster (“City Council”) has previously adopted Chapter 2.38 of the Lancaster Municipal Code establishing the Lancaster Healthy Community Commission (“Commission”);

WHEREAS, the Commission is a governmental body that has only advisory powers and, as such, is not subject to any forfeiture of public office imposed by the doctrine of incompatible offices, as set forth in California Government Code Section 1099; and

WHEREAS, the City Council desires to amend Chapter 2.38 of the Lancaster Municipal Code to allow the members of the Lancaster City Council to be “Commissioners at-large.”

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

Section 1. The City Council finds and determines that the above recitals are true and correct and incorporates the recitals herein by this reference.

Section 2. Chapter 2.38 of the Lancaster Municipal Code is hereby amended to read as follows:

The Lancaster Healthy Community Commission shall be composed of seven (7) commissioners and up to three (3) alternates, all of whom shall be residents of the City of Lancaster or residents of the Antelope Valley who work within the city limits of the City of Lancaster. All commissioners and alternates of the Lancaster Healthy Community Commission shall be appointed by the mayor, subject to approval of a majority of the city council. An alternate may replace any commissioner who is absent from a meeting or abstains from a matter due to an actual or potential conflict of interest. In the event that a quorum cannot be reached at a meeting of the Lancaster Healthy Community Commission, by reason of one or more commissioners’ and/or alternates’ absence or abstention from voting on or participating in a matter due to an actual or potential conflict of interest, the mayor and members of the city council shall be considered ‘Commissioner at-large’ and shall have the authority to approve agenda items as if they were an appointed member of the Lancaster Healthy Community Commission.

Section 3. All ordinances or resolutions, or provisions of the Lancaster Municipal Code, or parts thereof, that are inconsistent with this Ordinance, are hereby repealed only to the extent of their inconsistency; provided, however, that such repeal shall not be construed to revive any ordinance or resolution, or part thereof.

Section 4. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is held for any reason to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases or portions be declared invalid or unconstitutional.

Section 5. The Mayor shall sign and the City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published and posted pursuant to the provisions of law in that regard and this Ordinance shall take effect thirty (30) days after its final passage.

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 26<sup>th</sup> day of March, 2019, and placed upon its second reading and adoption at a regular meeting of the City Council on the \_\_\_\_\_ day of \_\_\_\_\_, 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. 1062, 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
03/26/19
JC

Date: March 26, 2019

To: Mayor Parris and City Council Members

From: Jason Caudle, City Manager

Subject: Addition of Chapter 8.70 to the Lancaster Municipal Code concerning gasoline powered landscape equipment

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### **Recommendation:**

Introduce **Ordinance No. 1063**, adding Chapter 8.70 to the Lancaster Municipal Code concerning use of gasoline powered landscape equipment by landscape maintenance businesses.

### **Fiscal Impact:**

Staff will be preparing a budget in the upcoming fiscal year. The AVAQMD has allocated \$275,000. The City's budget is intended to be matching money for that program.

### **Background:**

Emissions from gasoline-powered lawn and landscape maintenance equipment are a significant source of nitrogen oxide and other pollutants that are precursors to ozone formation in the Mojave Desert Air Basin. Reducing these emissions is an important step in addressing the region's air pollution issues. Antelope Valley Air Quality Management District (AVAQMD) has created the Commercial Electric Lawn and Garden Equipment Incentive and Replacement grant incentive program for replacement of gasoline or diesel commercial landscaping equipment with zero emission advanced battery-powered equipment. Replacement of gasoline and diesel commercial landscaping equipment will reduce fuel consumption and spillage, exhaust emissions, noise, and toxic solvents used for maintenance. As a result of this program the Antelope Valley will benefit from quieter, cleaner, and healthier neighborhoods, schools, businesses and communities.

As part of this action, Council directed staff to propose an ordinance that requires the implementation of electric powered landscape equipment, and provide for a 5 year implementation time lime. Attached is an ordinance to implement this requirement. In addition, Council requested staff to look into potential funding and support for the program in conjunction with the AVAQMD. Preliminary review of revenues show that an opportunity exists by using funds generated from LCE the City can fund a significant portion of the program to create zero impact to the maintenance contractors. During this year's budget, process staff will propose allocating funds to this program. Although the requirement is 5 years away, we believe there is an opportunity to phase in these

requirements prior to the 5 year deadline by piloting incentives with participating agencies, and contractors.

The goals of this Ordinance are to improve air quality by exchanging older, polluting gasoline- or diesel-powered commercial lawn and garden equipment for new zero emission, battery electric commercial grade equipment for operation within AVAQMD's jurisdiction and have all grounds maintenance such as: mowing, hedging, edging, trimming, sawing, and blowing serviced exclusively with low-noise zero-emission battery-electric machinery and manual hand tools.

It is anticipated that commercial gardeners and landscapers, local government agencies, school districts and colleges are eligible to participate in the funding opportunity. One operable fossil powered piece of lawn and garden equipment must be scrapped to qualify for incentive funding towards an equivalent battery-electric replacement tool. Funding from this program will not be available to purchase gasoline or diesel powered equipment replacements.

AVAQMD and the City of Lancaster will be identifying participating manufacturers offering dealer locations throughout AVAQMD's jurisdiction, to assure operational effectiveness of the equipment prior to purchase or investment.

**Attachment:**  
Ordinance No. 1063

ORDINANCE NO. 1063

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LANCASTER, CALIFORNIA, ADDING CHAPTER 8.70 TO THE LANCASTER MUNICIPAL CODE CONCERNING USE OF GASOLINE POWERED LANDSCAPE EQUIPMENT BY LANDSCAPE MAINTENANCE BUSINESSES

WHEREAS, the City Council desires to exercise its authority under Sections 5 and 7 of Article XI of the California Constitution and Section 100 of the Charter of the City of Lancaster to prohibit the use of gasoline powered landscape equipment by landscape maintenance businesses.

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

Section 1. Chapter 8.70 is hereby added to the Lancaster Municipal Code to read as set forth in Exhibit "A" attached hereto and incorporated herein by reference.

Section 2. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is held for any reason to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of Lancaster hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases or portions be declared invalid or unconstitutional.

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

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 26<sup>th</sup> day of March, 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:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

\_\_\_\_\_  
BRITT AVRIT, MMC  
City Clerk  
City of Lancaster

\_\_\_\_\_  
R. REX PARRIS  
Mayor  
City of Lancaster

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

CERTIFICATION OF ORDINANCE  
CITY COUNCIL

I, \_\_\_\_\_, \_\_\_\_\_ City of Lancaster, California, do hereby certify that this is a true and correct copy of the original Ordinance No. 1063, for which the original is on file in my office.

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

\_\_\_\_\_  
(seal)



**EXHIBIT "A"**  
**ORDINANCE NO. 1063**

**CHAPTER 8.70**

**GASOLINE POWERED LANDSCAPE EQUIPMENT**

**Sections:**

<b>8.70.010</b>	<b>Definitions.</b>
<b>8.70.020</b>	<b>Prohibition Against Use of Gasoline Powered Landscape Equipment.</b>
<b>8.70.030</b>	<b>Scope and Limitations of Chapter.</b>
<b>8.70.040</b>	<b>Penalty.</b>
<b>8.70.050</b>	<b>Severability.</b>

**8.70.010 Definitions.**

The following words and phrases, wherever used in this chapter, shall be construed as set forth below, unless it is apparent from the context they have a different meaning:

“City” means the City of Lancaster.

“Gasoline powered” means powered by an internal combustion engine that runs on gasoline, diesel or other volatile fuel.

“Landscape equipment” means equipment such as, but not limited to, a lawn mower, leaf blower and/or edger-trimmer used to maintain lawns, gardens, sidewalks and driveways.

“Landscape maintenance business” means a business, as defined in section 5.04.010 of this code, that performs lawn and yard maintenance such as, but not limited to, cutting grass and removing leaves.

**8.70.020 Prohibition Against Use of Gasoline Powered Landscape Equipment.**

Effective April 1, 2024, a landscape maintenance business shall not use gasoline powered landscape equipment within the city.

**8.70.030 Scope and Limitations of Chapter.**

This chapter shall be construed and applied in a manner consistent with all federal and state laws applicable to the city and shall not apply to any of the following: (a) a department, agency or contractor of the federal government; (b) a department, agency or contractor of the State of California; (c) a local public entity or its contractor; and/or (d) a person or entity performing landscape maintenance on property that he, she or it owns, rents or leases.

**8.70.040 Penalty.**

Any landscape maintenance business violating this chapter shall be guilty of a misdemeanor, and upon conviction thereof, the penalty shall be a fine of not more than \$1,000 or imprisonment for a period of not more than six (6) months, or by both such fine and imprisonment.

**8.70.050 Severability.**

If any part or provision of this chapter is found to be invalid or unenforceable by a court of law, such invalidity shall not affect any other part or provision hereof, and all remaining provisions of this chapter will be valid and enforceable to the fullest extent permitted by law.

**STAFF REPORT**  
**City of Lancaster**

NB 3
03/26/19
JC

Date: March 26, 2019

To: Mayor Parris and City Council Members

From: Jocelyn Corbett, Assistant City Attorney

Subject: **Ground Lease Agreement with Antelope Valley Transit Authority for the Installation, Operation and Maintenance of Electric Bus Charging Stations and a Bus Transit Center at Property Adjacent to Lancaster Boulevard and Sierra Highway**

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**Recommendation:**

Approve a Ground Lease Agreement with the Antelope Valley Transit Authority (AVTA), for the installation, operation and maintenance of three (3) electric bus charging stations and a bus transit center on property adjacent to Lancaster Blvd. and Sierra Highway.

**Fiscal Impact:**

None anticipated. AVTA will be responsible for all costs associated with installation, operation and maintenance.

**Background:**

In its continuing efforts to be the first zero-emission transit agency, AVTA wishes to utilize City property just north of Boeing Plaza on Sierra Highway near Lancaster Boulevard to install and operate three inductive charging stations for its electric buses and a transit center with bus shelters, benches, and other amenities.

The premises will provide ease of accessibility to the proposed transit center, and the City's residents and visitors will continue to have the right to use the driveways and drive aisles into and through the premises.

While AVTA will have the right under the lease to make such improvements to the premises and to include any installations, furnishings, fixtures and equipment as are necessary for the operation of the charging stations and transit center, all improvements and installations are subject to prior review and approval of the City to ensure that installations will not contribute to unlawful nuisance conditions and activities at the premises.

**Attachment:**

Ground Lease

## GROUND LEASE

**THIS GROUND LEASE** (the "Lease" or "Agreement") is made effective \_\_\_\_ day of February, 2019, by and between the City of Lancaster, a municipal corporation and charter city ("City") and Antelope Valley Transit Authority, a joint power authority ("AVTA").

### RECITALS

- A. City is the owner of record of all of the real property situated in Lancaster, California, Los Angeles County Assessor's Parcel Numbers 3138-001-906; 3138-001-909; and 3138-001-910 (the Affected Parcels), and more particularly described in Exhibit A.
- B. City wishes to lease a certain portion of the Affected Parcels to AVTA, together with all rights, privileges, and easements appurtenant to that certain Property. The Property conveyed under this Lease shall be collectively referred to as the "Premises" and described and diagrammed in this Agreement in Exhibit B.
- C. As consideration for the terms and conditions provided for under this Lease, AVTA plans to construct a new transit center and provide additional mobility options for the citizens of the Antelope Valley. The Premises under this Lease will construct a signalized intersection, saw-tooth cutouts for bus layovers, with three inductive charging stations allowing AVTA to recharge during scheduled layovers, and transit amenities such as bus shelters, benches, trash cans.
- D. City and AVTA recognize that City will continue to own, operate, maintain and control those portions of the Affected Parcels which do not comprise the Premises, while AVTA operates, maintains and controls the Premises, as indicated on Exhibit B. Further, City and AVTA acknowledge that under the terms of this Lease, they both will have use and non-exclusive enjoyment of any and all existing and future driveways on or adjacent to the Premises, for ingress and egress.

### AGREEMENT

**NOW THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, City and AVTA hereby agree as follows:

#### **Section 1. Lease of Premises**

City hereby leases, transfers and demises to AVTA, and AVTA hereby leases and takes from City, the Premises for the terms and upon the agreements, covenants and conditions set forth in this Lease.

#### **Section 2. Term**

The term of this Lease shall be thirty (30) years (the "Term") commencing on March \_\_\_\_, 2019, (the "Commencement Date"), and, unless sooner terminated or extended as herein provided, shall terminate on \_\_\_\_\_, 2049.

### **Section 3. Rent**

AVTA shall pay to City as rental for the use and occupancy of the Premises under this Agreement the sum of ONE DOLLAR (\$1.00) per year.

As additional consideration, AVTA shall utilize Lancaster Choice Energy for all electrical energy that is not independently generated by AVTA.

### **Section 4. Taxes and Assessment**

(a) AVTA covenants and agrees to pay and discharge, during the entire Term, before delinquency, all taxes, assessments, water charges, sewer charges, utility rates and fees, levies or other charges, general, special, ordinary, extraordinary and otherwise, of every kind and character which are or may during the Term be levied, charged, assessed or imposed upon or against the Premises or any improvements which are hereafter constructed by AVTA thereon, or against any of AVTA's personal property now or hereafter located thereon, or which may be levied, charged, assessed or imposed upon or against the leasehold estate created hereby. At the commencement and at the end of the Term, such taxes, assessments and other charges to be paid by AVTA shall be prorated on the basis of the fiscal year of the taxing authority in question so that, at the commencement and at the end of the Term, as to any such taxes, assessments and other charges levied or assessed for a fiscal year preceding the commencement or extending beyond the end of the Term, AVTA will pay only such proportion of such taxes, assessments and other charges as the portion of such fiscal year following the commencement and preceding the end of the Term bears to the entire fiscal year.

### **Section 5. Shared Use of Ingress and Egress Driveway.**

The parties acknowledge that the access to AVTA's Premises is through driveways off of Sierra Highway. The parties acknowledge that City shall grant non-exclusive access to said driveways or drive aisles during the term of this Lease. City and City's invitees shall have unrestricted use of the driveways or drive aisles without interruption from AVTA. Similarly, AVTA and AVTA's invitees shall have unrestricted use of the driveway or drive aisle without interruption from City. Both parties and their invitees shall further have unrestricted use of any future driveways which may be constructed at or adjacent to the Premises.

### **Section 6. Quiet Enjoyment**

City covenants that AVTA shall peaceably hold and quietly enjoy the Premises during the entire Term without hindrance, molestation or interruption by City or by anyone lawfully or equitably claiming by, through or under City.

### **Section 7. Use**

AVTA shall have the right to use the Premises for a transit center for AVTA.

### **Section 8. Title to Improvements**

(a) Title to all structures and improvements that now, or may from time to time constitute a part of the Premises, partitions, machinery, equipment and fixtures that are now, or may from time to time be, used, or intended to be used in connection with the Premises, shall

be and remain in AVTA until the termination of this Lease. Upon the termination of this Lease, title to all such property, structures and improvements and all such partitions, machinery, equipment and fixtures (collectively for purposes of this section, "installations") shall pass to and vest in City without cost or charge to it, if in the City's sole discretion, the City determines it desires to take title to same.

(b) AVTA, on termination of this Lease, shall execute and deliver any and all deeds, bills of sale, assignments, and other documents which in City's sole judgment may be necessary or appropriate to transfer, to evidence or to vest in City clear title to any of the property described in the foregoing subsection (a) located on the Premises at the time of such termination.

(c) AVTA, in addition, shall deliver to City on termination of this Lease originals or certified copies of any plans, reports, contracts or other items relating to the ownership or operation of the Premises.

(d) In the event the City determines it does not want to take title to said installations, AVTA shall, at its sole cost, remove such installations and restore the Premises to its original condition as of the effective date of this Lease.

#### **Section 9. Permits, Licenses, Etc.**

City will execute and deliver all applications for permits, licenses or other authorizations relating to the Premises required by any municipal, county, state, or Federal authorities, or required in connection with the construction, reconstruction, repair or alteration of any improvements now or hereafter constituting a part of the Premises. City will from time to time during the Term execute, acknowledge and deliver any and all instruments required to grant rights-of-way and easements in favor of municipal and other governmental authorities or public utility companies incident to the installation of water lines, fire hydrants, sewers, electricity, telephone, gas, steam, and other facilities and utilities reasonably required for the use and occupancy of the Premises. AVTA shall reimburse City for any sum paid by City in respect of the matters specified in this Section 9, including reasonable attorney's fees and staff time.

#### **Section 10. Repairs, Governmental Regulations and Waste**

(a) AVTA shall, during the Term, at its own cost and expense and without any cost or expense to City:

(i) Keep and maintain all improvements now or hereafter located on the Property (subject to AVTA's right to demolish) and all appurtenances thereto in good and neat order and repair and shall allow no nuisances to exist or be maintained therein. AVTA shall likewise keep and maintain the grounds, sidewalks, roads and parking, and landscaped areas in good and neat order and repair. City shall not be obligated to make any repairs, replacements or renewals of any kind, nature or description whatsoever to the Premises or any improvements now or hereafter located thereon, and

(ii) Comply with and abide by all federal, state, county, municipal and other



governmental statutes, ordinances, laws and regulations affecting the Premises, all improvements now or hereafter located thereon, or any activity or condition on or in the Premises.

(b) AVTA agrees that it will not commit or permit waste upon the Premises other than to the extent necessary for the removal of any improvements upon the Premises or for the purpose of constructing and erecting thereon other improvements in accordance with the rights set forth in Section 11, below.

**Section 11. Improvements, Changes, Alterations, Demolition and Replacement**

(a) AVTA shall have the right at any time and from time to time during the Term to make such improvements to the Premises and such changes and alterations, structural or otherwise, to any improvements, fixtures and equipment now or hereafter located on the Property, including demolition of any or all improvements now or hereafter located on the Property and replacement thereof, as AVTA shall deem necessary or desirable; provided, however, that such right is subject to the City's prior review and approval, particularly in regards to installations, furnishings and fixtures that may contribute to unlawful nuisance conditions at or uses of the Premises.

(b) Any demolition activity and all improvements, changes and alterations (other than changes or alterations of movable trade fixtures and equipment or improvements, changes or alterations involving costs less than Ten Thousand Dollars (\$10,000) pursuant to subsection (a) above shall be undertaken in all cases subject to the following additional conditions which AVTA covenants to observe and perform:

(i) No improvement, change or alteration, and no demolition and replacements shall be undertaken until AVTA shall have procured and paid for, so far as the same may be required from time to time, all municipal and other governmental permits and authorizations of the various municipal departments and governmental subdivisions having jurisdiction, and City agrees to join in the application for such permits or authorizations whenever such action is necessary.

(ii) All work done in connection with any improvement, change, alteration or demolition and replacement shall be done promptly and in a good and workmanlike manner and in compliance with all laws, ordinances, orders, rules, regulations and requirements of all Federal, state and municipal governments and the appropriate departments, commissions, boards and officers thereof. All such work shall be at the sole cost and expense of AVTA.

(iii) In addition to the insurance coverage referred to in Section 16 below, Workers' Compensation Insurance covering all persons employed in connection with the work and with respect to whom death or injury claims could be asserted against City, AVTA or the Premises, and a general liability policy coverage, naming City with limits of not less than Five Million Dollars (\$5,000,000), shall be maintained by AVTA, at AVTA's sole cost and expense, at all times when any work is in process in connection with any improvement, change, alteration or demolition and replacement. All such insurance

shall be obtained and kept in force as otherwise provided in Section 16 below. A waiver of subrogation must be provided on behalf of the certificate holder for the workers' compensation policy.

### **Section 12. Damage or Destruction**

No loss or damage by fire or other cause required to be insured against hereunder resulting in either partial or total destruction of any structure, or other improvement on the Property, shall operate to terminate this Lease, or to relieve or discharge AVTA from the payment of rents or amounts payable as rent as they become due and payable, or from the performance and observance of any of the agreements, covenants and conditions herein contained on the part of AVTA to be performed and observed. AVTA hereby waives the provisions of subsection 2 of section 1932 and subsection 4 of section 1933 of the California Civil Code, as amended from time to time.

### **Section 13. Assignment and Subletting**

(a) Subject to the provisions of Section 14 and Section 15(h) hereof, AVTA may only assign or sublease this Lease, or any interest therein, upon approval of City, such approval shall not be reasonably withheld.

### **Section 14. Intentionally Omitted.**

### **Section 15. Intentionally Omitted.**

### **Section 16. Insurance**

(a) During the period of the construction of any improvements upon the Property, AVTA shall at its sole expense obtain and keep in force builder's risk insurance, insuring AVTA, City and such other parties as AVTA may designate as an additional insured hereunder, against all risks of physical loss and/or damage from any cause to all structures, materials and real property to be improved, located on or forming a part of the Premises under improvement.

(b) AVTA shall, at its sole expense, obtain and keep in force during the Term, after substantial completion of any improvements upon the Premises fire and extended coverage insurance naming City, Lender, and such other parties as AVTA may designate, as additional insureds thereunder, in the customary form in the City of Lancaster, State of California for and improvements of similar character, on all improvements located on the Premises, and on all machinery, fixtures and equipment located therein. The amount of such insurance at all times during the Term shall not be less than ninety percent (90%) of the actual replacement cost of such improvements, machinery, fixtures and equipment.

(c) AVTA shall, at its sole expense, obtain and keep in force during the Term general liability insurance with limits of not less than Five Million Dollars (\$5,000,000) for injury to or death of any number of persons in one occurrence, and not less than One Million Dollars (\$1,000,000) for damage to property, insuring against any and all liability of City and AVTA including, without limitation, coverage for contractual liability, broad form



property damage, personal injury, and non-owned automobile liability, with respect to the Premises or arising out of the maintenance, use or occupancy thereof, and insurance on all boilers and other pressure vessels, whether fired or unfired, located in, on, or about the Premises, without exclusion for explosion, collapse and underground damage, in an amount not less than One Million Dollars (\$1,000,000). All of such insurance shall insure the performance by AVTA of the indemnity agreement as to liability for injury to or death of persons and damage to property set forth in Section 18(b) hereof. All of such insurance shall be noncontributing with any insurance which may be carried by City and shall contain a provision that City, although named as an insured, shall nevertheless be entitled to recover under the policy for any loss, injury or damage to City, its agents and employees, or the property of such persons.

(d) AVTA agrees that each such policy of fire and extended coverage insurance and all other policies of insurance on the Premises obtained by AVTA, whether required by the provisions of this Lease or not, shall be made expressly subject to the provisions of Section 18(b) and all AVTA's insurers hereunder shall waive any right of subrogation against City to the extent such insurers permit.

(e) All insurance provided for in this Section 16 and Section 11(b)(iii), and all renewals thereof, shall be issued by companies rated at least A-15 by Best's the Insurance Reports (Property Liability) or approved by City. All insurance policies shall be subject to approval by City as to form and substance and shall expressly provide that such policies, except for the boiler insurance specified in subsection (c) above, shall not be cancelled or altered without thirty days' prior written notice to City. The limits and coverage of all such insurance shall be adjusted by agreement of City and AVTA during every fifth Lease Year during the Term in conformity with the then prevailing custom of insuring property similar to the Premises in the City of Palmdale, and any disagreement regarding such adjustment shall be settled by arbitration in the manner provided in Section 30 hereof. Upon the issuance thereof, each insurance policy or a duplicate or certificate thereof shall be delivered to City, as well as original endorsements for general liability and automobile coverage.

(g) All amounts that shall be received under any insurance policy specified in subsections (a) and (b) above shall be first applied to the payment of the cost of repair, reconstruction or replacement of any improvements, or furniture, fixtures, equipment and machinery, that is damaged or destroyed. Any amount remaining from the proceeds of any such insurance funds, after the repairing, reconstructing and replacing of any improvements, or fixtures, equipment and machinery, as herein required, shall be immediately paid to and be the sole property of AVTA; provided that, if any governmental law or regulation governing land use prohibits the restoration or reconstruction of the improvements damaged or destroyed to their pre-casualty state, any excess insurance proceeds over restoration or reconstruction costs that are the consequence of such prohibition shall be allocated pursuant to the priorities set forth in Section 19(a)(i) and (ii) below. If said insurance proceeds shall be insufficient in amount to cover the cost of repairing, reconstructing or replacing any improvements, or furniture, fixtures, equipment and machinery, as herein required, AVTA shall promptly pay any deficiency.

### **Section 17. Mechanics' and Other Liens**

AVTA shall promptly discharge or remove by bond or otherwise prior to foreclosure thereof, any and all mechanics', materialmen's and other liens for work or labor done, services performed, materials, appliances, teams or power contributed, used or furnished to be used in or about the Premises for or in connection with any operations of AVTA, any alterations, improvements, repairs or additions which AVTA may make or permit or cause to be made, or any work or construction by, for or permitted by AVTA on or about the Premises, and to save and hold City and all of the Premises and all improvements thereon free and harmless of and from any and all such liens and claims of liens and suits or other proceedings pertaining thereto. AVTA covenants and agrees to give City written notice not less than twenty (20) days in advance of the commencement of any construction, alteration, addition, improvement or repair costing in excess of Twenty-Five Thousand Dollars (\$25,000) in order that City may post appropriate notices of City's non-responsibility.

### **Section 18. Indemnity**

(a) AVTA shall have the right to contest the amount or validity of any lien of the nature set forth in Section 17 hereof or the amount or validity of any tax, assessment, charge, or other item to be paid by AVTA by giving City written notice of AVTA's intention to do so within twenty (20) days after the recording of such lien or at least ten (10) days prior to the delinquency of such tax, assessment, charge, or other item, as the case may be. In any such case, AVTA shall not be in default hereunder, and City shall not satisfy and discharge such lien nor pay such tax, assessment, charge or other item, as the case may be, until ten (10) days after the final determination of the amount or validity thereof, within which time AVTA shall satisfy and discharge such lien or pay such tax, assessment, charge or other item to the extent held valid and all penalties, interest, and costs in connection therewith; provided, however, that the satisfaction and discharge of any such lien shall not, in any case, be delayed until execution is had upon any judgment rendered thereon, nor shall the payment of any such tax, assessment, charge or other item, together with penalties interest, and costs, in any case be delayed until sale is made or threatened to be made of the whole or any part of the Premises on account thereof, and any such delay shall be a default of AVTA hereunder. In the event of any such contest, AVTA shall protect and indemnify City against all loss, cost, expense, and damage resulting therefrom, and upon notice from City so to do, shall furnish City a corporate surety bond payable to City, in one hundred and twenty percent (120%) of the amount of the lien, tax, assessment, charge, or item contested, as the case may be, conditioned upon the satisfaction and discharge of such lien or the payment of such tax, assessment, charge, or other item, and all penalties, interest, and costs in connection therewith.

(b) To the fullest extent allowed by law, AVTA covenants and agrees that City, its elected officials, officers, employees and representatives (collectively, for purposes of this section, "City") shall not at any time or to any extent whatsoever be liable, responsible or in anywise accountable for any loss, injury, death, or damage to persons or property which, at any time may be suffered or sustained by AVTA or by any person who may at any time be using, occupying, or visiting the Premises or be in, on or about the Premises,

from any cause whatsoever, except when whether such loss, injury, death, or damage shall be caused by or in anywise result from or arise out of the sole, active negligence or willful misconduct of City. Furthermore, AVTA shall forever indemnify, defend, hold, and save City free and harmless of, from and against any and all claims, liability, loss, or damage whatsoever on account of any such loss, injury, death or damage occasioned by any cause other than City's sole, active negligence or willful misconduct. AVTA hereby waives all claims against City for damages to the improvements now or hereafter located on the Property and to the property of AVTA in, upon or about the Premises, and for injuries to persons or property in, on or about the Premises, from any cause arising at any time, except for any such claims arising from sole, active negligence or willful misconduct of City. AVTA's indemnity obligation set forth in this Section shall survive the termination or expiration of this Lease with respect to any claims or liabilities arising out of injury or damage to person or property which occurs during the Term.

### **Section 19. Eminent Domain**

(a) If the whole of the Premises should be taken by any public or quasi-public authority under the power or threat of eminent domain during the Term, or if a substantial portion of the Premises should be taken so as to materially impair the use of the Premises contemplated by AVTA, and thereby frustrate AVTA's purpose in entering into this Lease, then, in either of such events, this Lease shall terminate at the time of such taking. In such event, of the compensation and damages payable for or on account of the Property, exclusive of the improvements thereon, AVTA and Lender, as their interests may appear, shall receive a sum equal to the worth at the time of the compensation award of the amount by which the fair rental value of the Premises exceeds the rental payable pursuant to the terms of this Lease for the balance of the Term; the balance of such compensation and damages shall be payable to and be the sole property of City. All compensation and damages payable for or on account of the improvements located on the Property and constituting a part of the Premises shall be divided among City, AVTA, and Lender as follows:

(i) All compensation and damages payable for or on account of improvements having a remaining useful life less than the remaining Term as of the date of such taking shall be payable to and be the sole property of AVTA and Lender, as their interests may appear; and

(ii) A proportionate share of all compensation and damages payable for or on account of improvements having a remaining useful life greater than the remaining Term as of the date of such taking, determined by the ratio that the then remaining Term bears to the then remaining useful life of such improvements, shall be payable to and be the sole property of AVTA and Lender, as their interests may appear, and the remaining share thereof shall be payable to and be the sole property of City.

(b) If less than the whole of the Premises should be taken by any public or quasi-public authority under the power or threat of eminent domain during the Term and this Lease is not terminated as provided in subsection (a) above, AVTA shall promptly reconstruct and restore the Premises, with respect to the portion of the Premises not so taken, as an



integral unit of the same quality and character as existed prior to such taking. The compensation and damages payable for, or on account of, such taking shall be applied to the reconstruction and restoration of the Premises by AVTA pursuant to this subsection (b) by application, first, of any sums payable for or on account of the improvements situated on the Property, and second, of any sums payable for or on account of the Property exclusive of such improvements. The remainder, if any, after reconstruction and restoration shall be divided among City, AVTA and Lender in the manner provided in subsection (a) above.

(c) No taking of any leasehold interest in the Premises or any part thereof shall terminate or give AVTA the right to surrender this Lease, nor excuse AVTA from full performance of its covenants for the payment of rent and other charges or any other obligations hereunder capable of performance by AVTA after any such taking, but in such case all compensation and damages payable for or on account of such taking shall be payable to and be the sole property of AVTA and Lender.

(d) Should City and AVTA for any reason disagree (i) as to whether any portion of the Premises taken is so substantial as to impair materially the use of the Premises contemplated by AVTA, or (ii) on the division of any compensation or damages paid for or on account of any taking of all or any portion of the Premises, then, and in any of such events, the matter shall be determined by arbitration in the manner provided in Section 30 hereof.

#### **Section 20. City's Right of Inspection**

City may, at any reasonable time and from time to time during the Term, enter upon the Property for the purpose of inspecting the improvements now or hereafter located thereon and for such other purposes as may be necessary or proper for the reasonable protection of its interests.

#### **Section 21. AVTA's Defaults and City's Remedies**

It shall be an event of default hereunder (each an "Event of Default") if (i) default shall be made by AVTA in the performance or observance of any of the other agreements, covenants or conditions of this Lease on the part of AVTA to be performed and observed and such default shall continue for a period of thirty (30) days after written notice thereof to AVTA (unless the default is an imminently hazardous condition at or use of the Premises, as determined by the City, in which event the correction period may be shorter than 30 days), or, in the case of a default which cannot be cured by the payment of money and cannot be cured within thirty (30) days, shall continue for an unreasonable period after such written notice; (ii) AVTA shall abandon the Premises; (iii) AVTA file a petition in bankruptcy, insolvency, reorganization, readjustment of debt, dissolution or liquidation under any law or statute of the federal government or any state government or any subdivision of either now or hereafter in effect, make an assignment for the benefit of its creditors, consent to, or acquiesce in the appointment of a receiver of itself or of the whole or any substantial part of the Premises; (iv) a court of competent jurisdiction shall enter an order, judgment or decree appointing a receiver of AVTA or of the whole or any substantial part of the Premises, and such order, judgment or decree shall not be vacated,

set aside or stayed within sixty (60) days from the date of entry of such order, judgment or decree, or a stay thereof be thereafter set aside; (v) a court of competent jurisdiction shall enter an order, judgment or decree approving a petition filed against AVTA under any bankruptcy, insolvency, reorganization, readjustment of debt, dissolution or liquidation law or statute of the Federal government or any state government or any subdivision of either now or hereafter in effect, and such order judgment or decree shall not be vacated, set aside or stayed within sixty (60) days from the date of entry of such order, judgment or decree, or a stay thereof be thereafter set aside; or (vi) under the provisions of any other law for the relief or aid of debtors, a court of competent jurisdiction shall assume custody or control of AVTA or of the whole or any substantial part of the Premises, and such custody or control shall not be terminated within sixty (60) days from the date of assumption of such custody or control. Upon the occurrence of any Event of Default by AVTA hereunder, City shall have the right to abate the condition at or use of the Premises, or otherwise cure the default. In this event, AVTA shall reimburse the City for all costs of abatement, including but not limited to attorney's fees and staff time. Additionally, City shall have all other rights and remedies of City provided hereunder or by law the right to terminate this Lease, in which event AVTA shall immediately surrender possession of the Premises;

#### **Section 22. Nonwaiver**

If any action or proceeding is instituted or if any other steps are taken by City or AVTA, and a compromise thereof shall be made, either before or after judgment, the same shall not constitute or operate as a waiver by City or AVTA of any agreement, covenant or condition of this Lease or of any subsequent breach thereof. No waiver of any default under this Lease shall constitute or operate as a waiver of any subsequent default hereunder, and no delay, failure or omission in exercising or enforcing any right, privilege, or option under this Lease shall constitute a waiver, abandonment or relinquishment thereof or prohibit or prevent any election under or enforcement or exercise of any right, privilege, or option hereunder. No waiver of any provision hereof by City or AVTA shall be deemed to have been made unless and until such waiver shall have been reduced to writing and signed by City or AVTA, as the case may be.

#### **Section 23. No Merger**

(a) There shall be no merger of the leasehold estate created by this Lease with any other estate in the Premises, including the fee estate, by reason of the fact that the same person may own or hold the leasehold estate created by this Lease, or an interest in such leasehold estate, and such other estate in the Premises, including the fee estate, or any interest in such other estate; and no merger shall occur unless and until City, AVTA and any Lender shall join in a written instrument effecting such merger and shall duly record the same.

(b) No termination of this Lease shall cause a merger of the estates of City and AVTA, unless City so elects and any such termination shall, at the option of City, either work a termination of any sublease in effect or act as an assignment to City of AVTA's interest in any such sublease. Notwithstanding the foregoing, in the event of the termination of this Lease and the execution of a new lease with Lender or its nominee pursuant to Section

15(i) above, the termination of this Lease shall neither work a merger of estates nor a termination of any subleases in effect unless Lender so elects.

**Section 24. No Partnership**

It is expressly understood and agreed that City does not, in any way or for any purpose by executing this Lease, become a partner of AVTA in the conduct of AVTA's business, or otherwise, or a joint venturer or a member of a joint enterprise with AVTA.

**Section 25. Covenants Run With Land**

(a) The agreements, covenants and conditions in this Lease contained are and shall be deemed to be covenants running with the land and the reversion and shall be binding upon and shall inure to the benefit of City and AVTA and their respective successors and assigns and all subsequent City and/or AVTA successors/assigns respectively hereunder.

(b) All references in this Lease to "AVTA" or "City" shall be deemed to refer to and include successors and assigns of AVTA or City, respectively, without specific mention of such successors or assigns.

**Section 26. Notices**

Except as otherwise provided hereunder; any notice or communication to City, AVTA or Lender shall be in writing and be mailed by certified mail, postage prepaid. Notices or communications shall be addressed to City at City of Lancaster, 44933 Fern Avenue, Lancaster, CA 93534, Attn: City Manager, or such other address or addresses as City shall from time to time designate, or to such agent of City as it may from time to time designate, by notice in writing to AVTA. Notices or communications shall be addressed to AVTA at 42210 6th Street West, Lancaster, CA 93534, Attn: Executive Director/CEO, or such other address or addresses as AVTA shall from time to time designate, or to such agent of AVTA as it may from time to time designate, by notice in writing to City. Notices or communications to Lender shall be addressed to Lender at such address as Lender shall from time to time designate by notice in writing to City. Any notice mailed in the manner above set forth shall be deemed to have been received unless returned to the sender by the post office.

**Section 27. Limitation of City's Liability**

In the event of any transfer of City's interest in this Lease, the City herein named (and in case of any subsequent transfer, the then transferor) shall be automatically freed and relieved from and after the date of such transfer of all personal liability for the performance of any covenants or obligations on the part of City contained in this Lease thereafter to be performed; provided, however, that any funds in the hands of City or the then transferor at the time of such transfer, in which AVTA has an interest shall be turned over to the transferee and any amount then due and payable to AVTA by City or the then transferor under any provision of this Lease shall be paid to AVTA; and provided, further, that upon any such transfer, the transferee shall expressly assume, subject to the limitations of this Section 27, all of the agreements, covenants and conditions in this Lease to be performed on the part of City, it being intended hereby that the covenants and obligations contained



in this Lease on the part of City shall, subject as aforesaid, be binding on each City, its successors and assigns, only during its period of ownership.

### **Section 28. Estoppel Certificates**

AVTA or City, as the case may be, will execute, acknowledge and deliver to the other and/or to Lender, promptly upon request, its certificate certifying (a) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect, as modified, and stating the modifications), (b) the dates, if any, to which the Rent and other monetary obligations have been paid, (c) whether there are then existing any charges, offsets or defenses against the enforcement by City of any agreement, covenant or condition hereof on the part of AVTA to be performed or observed (and, if so, specifying the same), and (d) whether there are then existing any defaults by AVTA in the performance or observance by AVTA of any agreement, covenant or condition hereof on the part of AVTA to be performed or observed and whether any notice has been given to AVTA of any default which has not been cured (and, if so, specifying the same). Any such certificate may be relied upon by a prospective purchaser, mortgagee or trustee under a deed of trust of the Premises or any part thereof.

### **Section 29. Holding Over**

This Lease shall terminate without further notice upon the expiration of the Term, and any holding over by AVTA after the expiration of the Term shall not constitute a renewal hereof or give AVTA any rights hereunder or in or to the Premises, except as otherwise herein provided, it being understood and agreed that this Lease cannot be renewed, extended or in any manner modified except in writing signed by City and AVTA.

### **Section 30. Arbitration**

Whenever, under any provision of this Lease, arbitration is required, then the matter shall be determined by arbitration under the rules of the American Arbitration Association, in Los Angeles County, CA with a three-person panel, all three arbitrators to be neutral, as follows:

(a) City and AVTA shall each select one neutral arbitrator from the panel presented by the American Arbitration Association within twenty (20) days of notice of one party to another of the need to commence arbitration. A third arbitrator shall be selected by the first two (2) arbitrators so selected within ten (10) days of the selection of the second arbitrator. In the event of the failure of either party or of the arbitrators to select an arbitrator or to proceed with the arbitration, the matter shall be submitted to the Superior Court, in accordance with California law, for appointment of an arbitrator.

(b) The arbitrators shall be governed by the provisions of this Lease. In the event of any ambiguity in such provisions or in the event such provisions are silent on a particular issue, the arbitrators shall apply generally accepted accounting principles regularly applied in similar commercial real estate operations.

(c) Arbitration fees payable to the American Arbitration Association and to the arbitrators shall be paid one-half by City and one-half by AVTA.

**Section 31. Intentionally Omitted.**

**Section 32. Intentionally Omitted.**

**Section 33. Severability**

In case any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Lease, but this Lease shall be construed as if such invalid, illegal, or unenforceable provisions had not been contained herein.

**Section 34. Time of the Essence**

Time is of the essence of each and all of the agreements, covenants, and conditions of this Lease.

**Section 35. Consents**

Whenever in this Lease the consent or approval of either City or AVTA is required or permitted, the party requested to give such consent or approval will act promptly and will not unreasonably withhold its consent or approval.

**Section 36. Intentionally Omitted.**

**Section 37. Specific Enforcement**

In the event that AVTA exercises its right of first refusal to purchase the Premises from City on the terms and conditions set forth in Section 5 hereof, City and AVTA intend that AVTA's rights under such Section shall be specifically enforceable, without limitation on the right of AVTA to resort to any other remedy available at law.

**Section 38. Attorney Fees**

In the event of any action or proceeding at law or in equity between City and AVTA to enforce any provision of this Lease or to protect or establish any right or remedy of either party hereunder, each party shall bear its own costs, including without limitation attorney's fees.

**Section 39. Integration**

This instrument constitutes the entire agreement between City and AVTA with respect to the subject matter hereof and supersedes all prior offers and negotiations, oral or written. This Lease may not be amended or modified in any respect whatsoever except by an instrument in writing signed by City, AVTA and, if required by any Lender, by Lender.

**Section 40. Intentionally Omitted.**

**Section 41. Amendments**

This Lease may be modified only in writing and only if signed by the parties at the time of the modification.



**Section 42. Governing Law**

This Lease shall be governed by and construed in accordance with the laws of the State of California.

**TO EFFECTUATE THIS AGREEMENT**, the parties have caused their duly authorized representatives to execute this Agreement by signing below.

CITY:  
CITY OF LANCASTER

\_\_\_\_\_  
By: Jason Caudle, City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

ATTEST:

\_\_\_\_\_  
City Clerk

AVTA:  
ANTELOPE VALLEY TRANSIT AUTHORITY  
A Joint Powers Authority

\_\_\_\_\_  
By: Macy Neshati, Executive Director/CEO

APPROVED AS TO FORM:

\_\_\_\_\_  
General Counsel

## EXHIBIT "A"

### LEGAL DESCRIPTION OF THE AFFECTED PARCELS

APN 3138-001-906, 909 AND 910

The land referred to herein below is situated in Lancaster, in the County of Los Angeles, State of California, and is described as follows:

#### **Parcel 1:**

A strip of land situated in the Northeast quarter of Section 15, Township 7 North, Range 12 West of the San Bernardino Base and Meridian, in Lancaster, Los Angeles County, California, said strip being a portion of that certain strip of land conveyed by certain deed dated April 23, 1885, from M. L. Wicks to Southern Pacific Railroad Company (predecessor to Union Pacific Railroad Company), Recorded on April 27, 1885, M Deed Book 137 at Page 555, records of Los Angeles County, California, more particularly described as follows:

Commencing at a found Los Angeles County Road Department ("L.A.C.R.D.") monument, in well as per L.A.C.R.D. Field Book 3624-878, said monument being at the intersection of Lancaster Boulevard and Sierra Highway;

THENCE North 07°32'20" West, along the centerline of said Sierra Highway, a distance of 1,030.00 feet;

THENCE North 82°24'00" East, a distance of 40.00 feet, to the **POINT OF BEGINNING**;

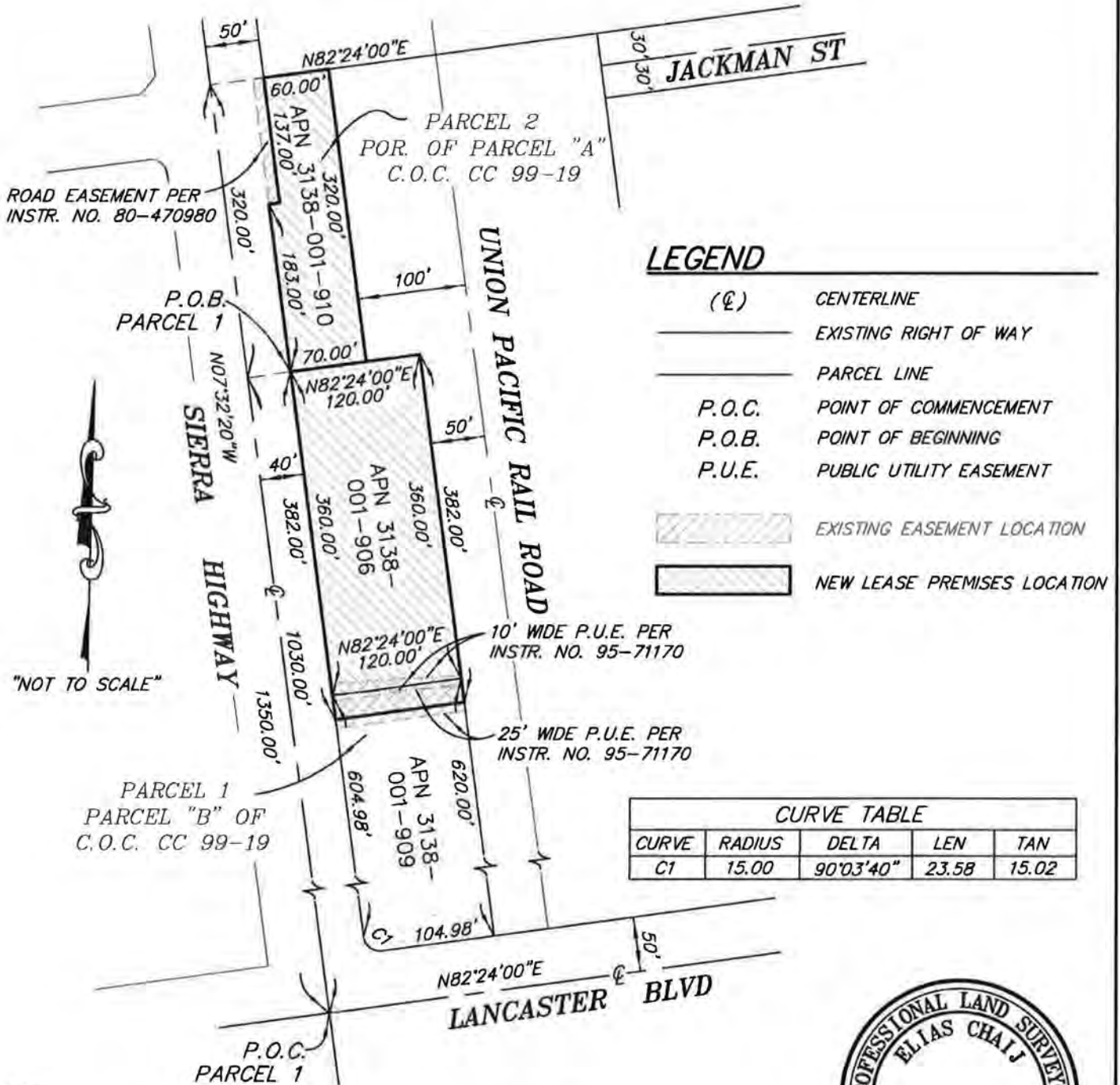
THENCE North 82°24'00" East, a distance of 120.00 feet to a point that is 50.00 feet distant Westerly, measured at right angles, from the centerline of the main track of the Mojave Subdivision of the Union Pacific Railroad Company, as now constructed and operated;

THENCE South 07°32'20" East, along a line parallel with and 50.00 feet distant Westerly, measured at right angles, from said centerline of the main track, a distance of 980.00 feet, to a point that is 50.00 feet distant Northerly, measured at right angles, from the centerline of said Lancaster Boulevard;

THENCE South 82°24'00" West, along a line parallel with and 50.00 feet distant Northerly, measured at right angles from said centerline of Lancaster Boulevard, a distance of 104.98 feet, to the beginning of a tangent curve to the right, concave Northeasterly, with a radius of 15.00 feet;

# EXHIBIT "B"

DEPICTION OF AFFECTED PARCELS AND LEASE PREMISES



"NOT TO SCALE"

NOTE:  
EXHIBIT "B" IF FOR INFORMATIONAL PURPOSES ONLY  
AND IS NOT A SURVEY OF THE EASEMENT

## EASEMENT

**Duke Engineering**

44732 YUCCA AVENUE  
LANCASTER, CA 93534

*[Signature]* 12/08/18  
ELIAS CHAIJ, PLS 8908 DATE  
EXP.: 9/30/2020



**MEMORANDUM  
CITY OF LANCASTER**

TO: Mayor Parris and City Council Members

FROM: Vice Mayor Marvin Crist  
Council Angela Underwood-Jacobs

DATE: March 26, 2019

SUBJECT: **Report on the Activities of the Board of Directors for the Antelope Valley Transit Authority**

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**Recommendation:**

Receive a report of the proceedings and issues discussed at the January regular Board of Directors meeting of the Antelope Valley Transit Authority (AVTA).

**Background:**

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

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

**Present:** Chairman Marvin Crist  
Vice Chair Dianne Knippel  
Director Angela Underwood-Jacobs  
Director Michelle Flanagan  
Director Richard Loa  
Director Steve Hofbauer

**FY19 Mid-Year Budget Review and Proposed Adjustments.**

Approved the FY19 Mid-Year Budget, including the addition of funding to employ a security guard at the Palmdale Transportation Center.

Approved (6-0-0-0)

**Contract Amendment for Additional Security Guard Services at Sergeant Steve Owen Memorial Park (SSOMP).**

Authorized the Executive Director/CEO to execute an amendment to Contract #2019-04 to OPSEC Specialized Protection, Lancaster, CA, for additional security guard services at SSOMP.

Approved (6-0-0-0)

**Amended Classification and Salary Schedule.**

Approved a title change (Director of Communications to Director of Marketing) and revised job description, and provide authorization to recruit and fill the position as deemed necessary. Director Flanagan recused herself due to a conflict of interest.

Approved (5-0-1-0)

**Federal Employees Ride Free During Government Shutdown.**

Approved the implementation of a program to allow federal employees to ride free on AVTA's system during the term of the federal government shutdown, and to implement policies consistent with those adopted by Metro.

Approved (6-0-0-0)

CVH