



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

Tuesday

August 13, 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, August 9, 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. Summer of IMPACT Program Presentation
Presenters: IMPACT Program Volunteers

COUNCIL ACTIONS

MINUTES

M 1. Approve the City Council/Successor Agency/Financing/ Power/ California Choice Energy Authority Regular Meeting Minutes of July 23, 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 June 30, 2019 through July 20, 2019 in the amount of \$20,673,683.66.

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 **Public Works Construction Project No. 16-001**, North County ITS Expansion and Traffic Signal System Modernization, constructed by Crosstown Electrical and Data, Inc., of Irwindale, California, and direct the City Clerk to file the Notice of Completion for the project. Retention on this project will be disbursed in accordance with California Public Contract Code.

The project boundaries are from Avenue H to Avenue N, and 70th Street West to 30th Street East. The project reduces travel times and increases level of service by providing real-time data, allowing for reduced cycle lengths at signalized intersections. The North County ITS Expansion project upgraded the Lancaster Central Traffic Control Management, and provided connectivity to the LA County Information Exchange Network (IEN). The upgrades included: installation of new and/or upgrading traffic signal controllers, and installation of new, upgraded communications equipment. Construction of the project has been completed to the satisfaction of the Development Services Director.

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CC 4. First Amendment to Reimbursement Agreement with BLVD Renewal, LP

- a. Approve an amendment to the reimbursement agreement with BLVD Renewal, LP to allow for inclusion of a water line as part of the agreement's scope of work, with no increased cost to the City; and authorize the City Manager, or his designee, to execute all related documents.

- b. Appropriate \$250,000 from General Fund's fund balance to Capital Improvement Project (CIP) account number 101-15ST068-924, and return \$250,000 in Measure M funding from CIP account number 211-15ST068-924 to fund balance.

InSite Development, long-standing partners in the effort to revitalize and continuously refresh the BLVD, are working to bring a 105-room Marriott Residence Inn to the heart of the downtown area. The proposed amendment would allow for the addition of a new water line to the original scope of work for the reimbursement agreement. Value engineering has enabled InSite to incorporate this element within the original reimbursement agreement amount of \$1,050,000; thus, this new amenity would be installed at no additional cost to the City. The water line will facilitate construction of the hotel while also laying the groundwork for additional high-quality future infill development in the vicinity.

CC 5. Approve an amendment to the Disposition & Development Agreement with BYD Energy, LLC and BYD Coach & Bus, LLC to reduce the associated promissory note by \$809,290.97, the amount expended to date on public improvements; and authorize the City Manager, or his designee, to execute all related documents.

Under this arrangement, BYD was required to expend the full amount to construct public improvements required for their existing 7th Street West site and a future expansion site. BYD has completed the improvements associated with the 7th Street West site, expending a total of \$809,290.97. The proposed amendment would reduce the associated promissory note obligation by the same amount. The remaining \$640,709.10 will be spent on public improvements to support a future expansion, which is anticipated to create hundreds of additional jobs for local residents.

CC 6. Approve a three-year agreement with SHI for the City's Microsoft Enterprise Agreement to provide the necessary licenses for Microsoft Software (e.g. Outlook and Office) functionality; and authorize the City Manager, or his designee, to sign all documents.

The City of Lancaster utilizes Microsoft (MS) software to operate desktop computers, servers, databases, applications, and email. The contractual agreement between the City and MS, known as an Enterprise Agreement, authorizes the City to use, connect, and receive support for Windows computers, Windows servers, SQL Server, Exchange email, Systems Center and Configuration Manager, Remote Desktop, and the Microsoft Developer Network. A typical Enterprise Agreement lasts for three years, at which time the agreement is re-entered to allow the continued use and support of MS software.

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PUBLIC HEARINGS

PH 1. Appeal of the Planning Commission’s Denial of Conditional Use Permit No. 19-11 to allow a Type 20 (off-sale general for a convenience market) Alcoholic Beverage Control (ABC) license for Wonder Grocery Market, located at 44117 Division Street

Recommendation:

Adopt **Resolution No. 19-45**, upholding the appeal and approving the Conditional Use Permit No. 19-11 to allow a Type 20 (off-sale general for a convenience market) Alcoholic Beverage Control (ABC) license and waiver from distance requirements in an existing tenant space (Wonder Grocery Market) in the Light Industrial (LI) zone, located at 44117 Division Street (APN 3132-017-006).

In May 2019, the applicant, Bhupinder S. Grewal (Wonder Grocery Market), submitted a conditional use permit for a proposed project located at 44117 Division Street. The request included a Type 20 (off-sale general for a convenience market) Alcoholic Beverage Control (ABC) license and waiver from distance requirements. The Planning Commission voted on the item (by a 3-3-0-0-1 vote), which ultimately resulted in a denial of the conditional use permit request. The applicant filed an appeal of the Commission’s action on July 22, 2019. The applicant’s appeal indicates that the applicant has collected letters of support for his project from customers, including a letter of support from the Lancaster Korean Sarang Church located within the required separation distance requirements.

PH 2. Vacation of Sewer Easement on Parcel 1 of Tract Map 71630 near the Southwest Corner of 10th Street West and Avenue J-2

Recommendation:

Adopt **Resolution No. 19-46**, ordering the Vacation of Sewer Easement on Parcel 1 of Tract Map 71630 near the southwest corner of 10th Street West and Avenue J-2.

The existing sewer line within the sewer easement is located under an existing building and is serving only that building; it is, therefore, not being utilized as a public sewer line, and should not be maintained with public funds.

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NEW BUSINESS

NB 1. Animal Control Services Agreement

Recommendation:

Approve the renewal of the City-County Municipal Services Agreement and Service Level Request between the City of Lancaster and the County of Los Angeles for Animal Control Services provided by the Los Angeles County Animal Care and Control (LACACC); and authorize the City Manager, or his designee, to sign all documents.

Under the proposed renewal agreement, LACACC would continue to provide general animal control services within the city limits of the City of Lancaster. The term of the new agreement would be effective from July 1, 2019 through June 30, 2020, unless terminated sooner per procedures outlined in the agreement. Specific provisions of animal control activities are directed by the City through the City budget process, city ordinances, the LACACC City-County Municipal Services Agreement and overall management of animal control operations and programs by City Public Safety staff and LACACC command staff.

NB 2. Municipal Law Enforcement Services Agreement

Recommendation:

Approve the renewal of the Municipal Law Enforcement Services Agreement between the City of Lancaster and the County of Los Angeles for Law Enforcement Services provided by the Los Angeles County Sheriff's Department (LASD); and authorize the City Manager, or his designee, to sign all documents.

Under the proposed renewal agreement, LASD would continue to provide general law enforcement services within the city limits of the City of Lancaster. The term of the new agreement would be effective from July 1, 2019 through June 30, 2024, unless terminated sooner per procedures outlined in the agreement. Specific provisions of law enforcement activities and deployment are directed by the City through the City budget process, city ordinances, the LASD Service Level Authorization form (Form SH-AD 575) and overall management of law enforcement operations and programs by City Public Safety staff and LASD Lancaster Station command staff.

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NB 3. 2018 Cities Homelessness Plan Implementation Grant Award

Recommendations:

- a. Accept the grant award under the 2018 Cities' Homelessness Plan Implementation Request for Proposal in the amount of \$600,000.
- b. Appropriate \$600,000 to Account 4300-301, for the implementation of the Cities Homelessness Plan Implementation Grant programs/projects.
- c. Authorize the City Manager or designee to execute all contracts and associated documents, including partnership agreement, subject to City Attorney approval.

Cities play a vital role in preventing and combatting homelessness in Los Angeles County. Recognizing the opportunity to partner with cities to achieve this goal, the LA County Board of Supervisors allocated one-time general fund support (\$2 million) for cities to develop or enhance local homelessness plans. The City of Lancaster was one of 47 cities in Los Angeles County that received a grant to develop a homelessness plan; and one of 41 to complete a homelessness plan. The City of Lancaster responded with very specific project/program proposals leveraging existing community resources and partnerships, for a maximized return. These grant funds will be purposefully and intentionally allocated to address homelessness in Lancaster and will add to subsequent regional planning efforts that promote responsive solutions for community members.

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

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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

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
9. Ramos v Patino, LASC Case No. MC027974

ADJOURNMENT

Next Regular Meeting:

Tuesday, September 10, 2019 - 5:00 p.m.

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MEETING ASSISTANCE INFORMATION

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

AGENDA ADDENDUM INFORMATION

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

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

M 1
08/13/19
JC

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CALL TO ORDER

Mayor/Chair Parris called the meeting of the Lancaster City Council/Successor Agency/Financing/Power/California Choice Energy Authority to order at 5:03 p.m.

ROLL CALL

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

ABSENT: Council Member/Agency Director/Authority Member Mann

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

STAFF MEMBERS:

City Manager/Executive Director; Assistant City Manager/Deputy Executive Director; City Attorney/Agency/Authority Counsel; Assistant 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

INVOCATION

Pastor Darrell Dorris, Living Faith Cathedral

PLEDGE OF ALLEGIANCE

Council Member Underwood-Jacobs

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JNB 1. PRELIMINARY AND FINAL OFFICIAL STATEMENTS - MEASURE M & R STREET IMPROVEMENTS PROJECT

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

On a motion by Vice Mayor Crist and seconded by Council Member Underwood-Jacobs, the City Council adopted **Resolution No. 19-42**, approving a Preliminary and Final Official Statement; and authorizing the taking of certain other actions in connection therewith, by the following vote: 4-0-0-1; AYES: Malhi, Underwood-Jacobs, Crist, Parris; NOES: None; ABSTAIN: None; ABSENT: Mann

On a motion by Vice Mayor Crist and seconded by Council Member Underwood-Jacobs, the Lancaster Financing Authority adopted **Resolution No. FA 02-19**, approving a Preliminary and Final Official Statement; and authorizing the taking of certain other actions in connection therewith, by the following vote: 4-0-0-1; AYES: Malhi, Underwood-Jacobs, Crist, Parris; NOES: None; ABSTAIN: None; ABSENT: Mann

NB 1. APPLICATION FOR STATEWIDE PARK DEVELOPMENT AND COMMUNITY REVITALIZATION PROGRAM GRANT FUNDS

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

Addressing the City Council on this item:

Fran Sereseres – indicated most of her questions were answered by the Parks, Recreation and Arts Director’s presentation; and discussed the maintenance of parks and requested some additional clean-up at Jane Reynolds Park.

On a motion by Vice Mayor Crist and seconded by Council Member Malhi, the City Council adopted **Resolution No. 19-43**, approving the application for Statewide Park Development and Community Revitalization Program grant funds, by the following vote: 4-0-0-1; AYES: Malhi, Underwood-Jacobs, Crist, Parris; NOES: None; ABSTAIN: None; ABSENT: Mann

PRESENTATION

1. Transportation Funding Presentation
Presenter: Trolis Niebla, City Engineer

Discussion among the City Council and staff included the information provided in the Transportation Funding Presentation, policy pertaining to administrative and Council decisions, square miles of the City in comparison to other Cities, return received through the grant process, and additional grant funding questions needing to be asked.

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M 1. MINUTES

On a motion by Vice Mayor Crist and seconded by Council Member Underwood-Jacobs, the City Council/Successor Agency/Financing/Power/California Choice Energy Authority approved the City Council/Successor Agency/Financing/Power/California Choice Energy Authority Regular Meeting Minutes of July 7, 2019, by the following vote: 4-0-0-1; AYES: Malhi, Underwood-Jacobs, Crist, Parris; NOES: None; ABSTAIN: None; ABSENT: Mann

CONSENT CALENDAR

Vice Mayor Crist had the City Manager explain the bid selection process for Item No. CC 4.

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

CC 1. ORDINANCE WAIVER

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

CC 2. CHECK REGISTERS

Approved the Check and Wire Registers for June 16, 2019 through June 29, 2019 in the amount of \$12,232,056.69. Approved the Check Registers as presented.

CC 3. INVESTMENT REPORT

Accepted and approved the June 2019 Monthly Report of Investments as submitted.

CC 4. RFP NO. 705-19

Awarded RFP No. 705-19, Landscape Maintenance Services, to Terracare, Inc. of Littleton, Colorado, in the amount of \$863,852 for landscape maintenance services; and authorized the City Manager, or his designee, to sign all documents.

CC 5. RFP NO. 710-19

Awarded RFP No. 710-19, Landscape Maintenance Services (Parks), to Terracare, Inc. of Littleton, Colorado, in the amount of \$435,192 for landscape maintenance services (parks); and authorized the City Manager, or his designee, to sign all documents.

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NB 2. 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.

On a motion by Vice Mayor Crist and seconded by Council Member Underwood-Jacobs, the City Council adopted **Resolution No. 19-44**, authorizing an amendment to the adopted Budget and Capital Improvement Program (CIP) for Fiscal Year 2018-2019, by the following vote: 4-0-0-1; AYES: Malhi, Underwood-Jacobs, Crist, Parris; NOES: None; ABSTAIN: None; ABSENT: Mann

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

No report given.

CR 2. COUNCIL REPORTS

Vice Mayor Crist discussed the recent North Valley Transportation Coalition (NCTC) meeting including NCTC projects in the works.

Council Member Malhi discussed a recent trip to Canada.

Deputy Mayor Dorris discussed a community backpack giveaway event, AV Block Party, taking place at Living Faith Cathedral's parking lot in Lancaster this Saturday.

Mayor Parris discussed community outreach through the City's commissions and the involvement of the City in local issues including education, healthcare, and development throughout the City, the need for input from the community, commissions and Council; and requested that more information be gathered within the next forty-five (45) days for presentation and implementation within the next ninety (90) days.

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 CLERK /AGENCY/AUTHORITY SECRETARY ANNOUNCEMENT

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

PUBLIC BUSINESS FROM THE FLOOR - NON-AGENDIZED ITEMS

Addressing the City Council at this time:

Andrea Caballero - Political Science student at Antelope Valley College; asked the Mayor how the community can prepare for an earthquake and if the City offers any resources for a natural disaster.

Fran Sereseres - discussed her involvement in a new project involving Metrolink travel.

Keyontay Mixon - Political Science student at Antelope Valley College; asked the Mayor how long he has been Mayor and what makes the job important to him.

Michael Rives - discussed illegal dumping and ways to combat the issue.

David Paul - discussed homelessness, his involvement with local organizations, State of the City presented by Mayor Parris, and thanked the council.

Christian D. Green - local youth pastor, Community College Adjunct Professor, and current delegate of the Democrat Party of the 36th District; discussed his concerns of the over policing of the city by the use of facial recognition technology and requested more information on the camera locations and implementation of this technology.

CITY MANAGER / EXECUTIVE DIRECTOR ANNOUNCEMENTS

The City Manager discussed the recent IMPACT community meeting to assist with neighborhood improvements and clean-ups throughout the city, and the upcoming Community Clean-up Day Event for the Monte Vista neighborhood.

COUNCIL / AGENCY / AUTHORITY COMMENTS

None

ADJOURNMENT

Mayor/Chair Parris stated the City Council meeting will be adjourned in memory of Darren Parker, Longtime Antelope Valley Resident and Community Leader, President of the California Democratic Party's African American Caucus, political activist and assistant to multiple Assembly Speakers; and supporter of numerous human rights initiatives.

Mayor/Chair Parris adjourned the meeting at 6:12 p.m. and stated the next City Council/Successor Agency/Financing/Power/California Choice Energy Authority meeting will be held on Tuesday, August 13, 2019 at 5:00 p.m.

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PASSED, APPROVED and ADOPTED this 13th day of August, 2019, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

APPROVED:

RONDA PEREZ
ACTING CITY CLERK

R. REX PARRIS
MAYOR/CHAIRMAN

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: August 13, 2019
To: Mayor Parris and City Council Members
From: Pam Statsmann, Finance Director
Subject: **Check Registers – June 30, 2019 through July 20, 2019**

CC 2
08/13/19
JC

Recommendation:

Approve the Check Registers as presented.

Fiscal Impact:

\$20,673,683.66 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.:	7404982-7405443	\$ 4,596,686.20
ACH/Wire Check Nos.:	101010399-101010418	<u>\$16,076,997.46</u>
		\$20,673,683.66
Voided Check No.:	7405142-7405243	
Voided ACH/Wire No.:	N/A	

PS:sp

Attachments:

Check Register
ACH/Wire Register

City of Lancaster Check Register



From Check No.: 7404982 - To Check No.: 7405443

From Check Date: 06/30/19 - To Check Date: 07/20/19

Printed: 7/23/2019 14:18

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
7404982	D4357	ANDERSON, LISA M	LA-PR DM-LAS VEGAS-07/08-12/19	288.00	306 4542202	288.00
7404983	C0943	ARMSTRONG, MICHAEL	MA-PR DM-BAKERSFLD-07/10-11/19	91.50	484 4755201	91.50
7404984	07141	BERKOVITZ, DAN	DB-MLGE-EL SEGUNDO-06/20/19	93.38	101 4410201	93.38
7404985	D4472	CERVANTES, MARLON A	MC-TRVL-LOUISVILLE-06/11-15/19	30.00	101 4220256	30.00
7404986	07642	CHISOM, TOI	TC-PR DM-LAS VEGAS-07/08-12/19	288.00	101 4220256	288.00
7404987	09544	DEAN MAINE ELECTRIC	RFND-PMT19-03186	77.00	101 3201104	77.00
7404988	D0412	KATZ, BRUCE	BK-PR DM-SAN DIEGO-07/08-12/19	319.50	480 4755201	319.50
7404989	1215	L A CO WATERWORKS	04/18/19-06/25/19 WATER SVC	13,494.92	203 4636654 482 4636654	287.95 13,206.97
				<u>13,494.92</u>		<u>13,494.92</u>
7404990	C8814	LAZAR, MICHAEL	ML-PR DM-BAKERSFLD-07/10-11/19	91.50	484 4755201	91.50
7404991	09546	LOVEN, ANDREA C OR STEVEN J	RFND-PRKNG CITE #34020736	39.00	101 3310200	39.00
7404992	1300	M M A S C	RR-2019 CONFERENCE REGISTRATN	385.00	101 4220256	385.00
7404993	09526	MAXEY, LISA	TRVL REIMB-ADP IMPLMNTN-06/19	142.53	101 4220301	142.53
7404994	08544	MCCLURE, JASON	KM-PR DM-SAN DIEGO-07/08-12/19	319.50	101 4220256	319.50
7404995	C8102	NOGA, ANDREW	AN-PR DM-GLENDALE-07/14-17/19	231.00	101 4200350	231.00
7404996	08920	SARANPA, ROBERT J	CS-PERF-MUSIC-07/11/19	400.00	101 4649225	400.00
7404997	D4302	SIEMANTEL, BRIEN L	BS-REIMB-CLASS A LIC RENEWAL	46.00	101 4220311	46.00
7404998	03154	SO CA EDISON	05/22/19-06/21/19 ELECTRIC SVC	92.33	482 4636652	92.33
7404999	03154	SO CA EDISON	05/13/16-06/25/19 ELECTRIC SVC	32,397.60	101 4240902 101 4632652 101 4633652 101 4634652 321 15ST026924 483 4785660	598.55 9,637.66 2,516.50 19,492.92 22.95 129.02
				<u>32,397.60</u>		<u>32,397.60</u>
7405000	1907	SO CA GAS COMPANY	05/21/19-06/25/19 GAS SVC	4,523.41	101 4631655 101 4633655 101 4635655	1,612.35 2,050.38 62.36

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					101 4650655	743.58
					101 4651655	48.75
					101 4800403	5.99
				<u>4,523.41</u>		<u>4,523.41</u>
7405001	D0617	STEWART, BENJAMIN	BS-PR DM-SAN DIEGO-07/08-12/19	319.50	480 4755201	319.50
7405002	09547	STUMP, PAUL MARSTON	RFND-PRKNG CITE #34020565	70.00	101 3310200	70.00
7405003	C2555	TIME WARNER CABLE	06/14-07/13/19 BROADBAND SVC	154.99	101 4820651	154.99
7405004	C5433	WADE, RICHARD	CARES-DINOSAUR PRSTTN-06/22/19	275.00	106 4823251	275.00
7405005	C6406	WELLS, KATHY	KW-MILEAGE-BOSTON-06/11-14/19	55.91	490 4250201	55.91
7405006	C6406	WELLS, KATHY	KW-MILEAGE-IRVINE-06/20-22/19	80.04	490 4250201	80.04
7405007	05536	ZONGKER, TIM	TZ-PR DM-SAN DIEGO-07/08-12/19	319.50	101 4220256	319.50
7405008	02071	A G SOD FARMS INC	NSC-SOD	325.34	101 4635404	325.34
			LMS-SOD	423.52	101 4632404	423.52
			LMS-SOD	112.94	101 4632404	112.94
				<u>861.80</u>		<u>861.80</u>
7405009	A2225	A V AIRPORT EXPRESS, INC	BUS-HURRICANE HARBOR-06/13/19	2,440.00	101 4640271	2,440.00
			BUS-WILL ROGERS BEACH-06/20/19	2,880.00	101 4640271	2,880.00
				<u>5,320.00</u>		<u>5,320.00</u>
7405010	06576	A V CHEVROLET	HANDLE-EQ6810	5.50	101 4762207	5.50
7405011	03854	A V JANITORIAL SUPPLY	LMS-JANITORIAL SUPPLIES	461.54	101 4632406	461.54
			LMS-JANITORIAL SUPPLIES	626.34	101 4632406	626.34
				<u>1,087.88</u>		<u>1,087.88</u>
7405012	06123	ACE AIR CONDITIONING & HEATING	AVTA/OMP-AC UNIT REPAIR	125.00	207 4634402	125.00
7405013	05445	ADELMAN BROADCASTING, INC	CA-06/19 ADS	780.00	101 4649562	780.00
			CA-06/19 ADS	420.00	101 4649562	420.00
				<u>1,200.00</u>		<u>1,200.00</u>
7405014	07741	AGRI-TURF DISTRIBUTING LLC	LMS-FIELD CALCIUM APP	898.95	101 4632404	898.95
7405015	05265	ALTMAN PLANTS	OMP-FLOWERS	542.02	101 4634265	542.02
			OMP-FLOWERS	326.67	101 4634265	326.67
				<u>868.69</u>		<u>868.69</u>
7405016	C6143	AMERICAN BUSINESS MACHINES	IMAGE RUNNER ADV COPIER	6.66	101 4410254	6.66
7405017	06586	AMERICAN DATA PLATES	BLVD PLAQUES-J WITWER	40.00	101 4649225	40.00
7405018	D1663	AMERICAN IRON WORK	NSC-PANEL FABRICATN/INSTLLTN	995.00	101 4635402	995.00

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7405019	D3147	AMERICAN PLUMBING SERVICES, INC	WCP-RESTROOM REPAIRS	145.50	101 4631403	145.50
7405020	D3188	AMERICAN RED CROSS	LIFEGUARD CLASS(8 STUDENTS)	304.00	101 4642301	304.00
7405021	D3517	AMERICASPRINTER.COM	PF-PROGRAMS(20000)	1,449.07	101 4649567	1,449.07
7405022	04190	AMERIPRIDE SERVICES	UNIFORM CLEANINGS	131.05	101 4753209	131.05
7405023	02693	ANDY GUMP, INC	RDP-FENCE RENTL-06/14-07/11/19	33.51	101 4634602	33.51
7405024	C9805	ARROW TRANSIT MIX INC	READY MIX CONCRETE	733.27	203 4752410	733.27
			READY MIX CONCRETE	514.81	203 4752410	514.81
			READY MIX CONCRETE	514.81	203 4752410	514.81
			READY MIX CONCRETE	514.81	203 4752410	514.81
				<u>2,277.70</u>		<u>2,277.70</u>
7405025	08130	ARTAROUND STUDIO	06/19-SCUPLTURE INSTRUCTION	168.00	101 4643308	168.00
7405026	06440	AUTRY, SHAKIRA	06/19-SPORTS OFFICIAL	25.00	101 4641308	25.00
7405027	04151	AXES FIRE INC	FIRE CERTS(8)	84.00	101 4632207	10.50
					101 4653207	10.50
					101 4762207	10.50
					203 4636207	10.50
					203 4752207	10.50
					203 4785207	10.50
					480 4755207	10.50
					480 4755207	10.50
				<u>84.00</u>		<u>84.00</u>
7405028	06165	B S N SPORTS, INC	NSC-SOCCER NETS/ANCHORS/FLAGS	2,692.84	101 4645251	2,692.84
7405029	03485	BAKERSFIELD TRUCK CENTER	FL TNK STRP-EQ3836	190.81	480 4755207	190.81
7405030	01580	BASS, LYNNETTE	06/19-JRP SUMMER PLY INSTRUCTR	663.00	101 4643308	663.00
			06/19-MOMMY/DADDY/ME INSTRCTR	234.00	101 4643308	234.00
				<u>897.00</u>		<u>897.00</u>
7405031	06799	BRAUN BLAISING SMITH WYNNE PC	05/19-LCE-LEGAL CONSULTING	3,941.50	101 4100303	1,238.50
					490 4250303	2,703.00
				<u>3,941.50</u>		<u>3,941.50</u>
7405032	08754	CA MUNICIPAL COMPLNCE CNSLTNTS	06/19-PS-CONSULTING SVCS	20,000.00	101 4820301	20,000.00
7405033	C0914	CAMPBELL II, EDWARD LEE	06/19-SPORTS OFFICIAL	713.00	101 4641308	713.00
7405034	06020	CANON FINANCIAL SERVICES, INC	06/19 COPIER LEASE	7,411.26	101 4410254	7,411.26
7405035	09498	CARRILLO'S LAWN MOWER SHOP	LMS-MOWER REEL SHARPENING	590.00	101 4632207	590.00
7405036	05412	CARTRAC	05/19-SHOPPING CART RETRIEVAL	2,340.00	203 4752402	2,340.00

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7405037	08680	CHARLES, RAWLSTON	06/19-SPORTS OFFICIAL	175.00	101 4641308	175.00
7405038	08218	CHERRY, KEVIN	06/19-SPORTS OFFICIAL	75.00	101 4641308	75.00
7405039	00794	CORRALES, RUDY	06/19-SPORTS OFFICIAL	230.00	101 4641308	230.00
7405040	09078	CYBERCODERS, INC	CONSULTING SERVICES	1,290.00	101 4315301	1,290.00
7405041	04677	D C F SOILS	NSC-SOIL	514.65	101 4635404	514.65
7405042	C5109	D'S CERAMICS	06/19-CHILDRENS ART INSTRUCTN 06/19-POTTERS WHEEL INSTRUCTN	70.00 91.00 <u>161.00</u>	101 4643308 101 4643308	70.00 91.00 <u>161.00</u>
7405043	08803	DEDMAN, LENARDO	06/19-SPANISH INSTRUCTOR	432.00	101 4643308	432.00
7405044	08823	DEMMERS, LINDA	LANCASTER LIBRARY ASSESSMENT	4,200.00	109 4200301	4,200.00
7405045	00414	DESERT LOCK COMPANY	PBP-LOCK ADJUSTMENTS JRP-LOCK REPAIRS CDR-REKEY/KEYS	125.00 65.48 109.00 <u>299.48</u>	101 4631403 101 4631403 101 4651403	125.00 65.48 109.00 <u>299.48</u>
7405046	09191	DESIGNERS TOUCH LANDSCAPE INC	LMS-CONCRETE STEPS-SUITE 312	1,500.00	101 4632402	1,500.00
7405047	07159	DIAZ, BRANDON	06/19-TENNIS INSTRUCTOR 06/19-TENNIS INSTRUCTOR 06/19-TENNIS INSTRUCTOR 06/19-TENNIS INSTRUCTOR 06/19-TENNIS INSTRUCTOR 06/19-TENNIS INSTRUCTOR 06/19-TENNIS INSTRUCTOR 06/19-TENNIS CAMP INSTRUCTOR 06/19-TENNIS CAMP INSTRUCTOR 06/19-TENNIS CAMP INSTRUCTOR	28.00 28.00 84.00 56.00 56.00 56.00 98.00 773.50 864.50 367.50 <u>2,411.50</u>	101 4643308 101 4643308 101 4643308 101 4643308 101 4643308 101 4643308 101 4643308 101 4643308 101 4643308 101 4643308	28.00 28.00 84.00 56.00 56.00 56.00 98.00 773.50 864.50 367.50 <u>2,411.50</u>
7405048	08839	DUKE ENGINEERING AND ASSOCS	REFLECTIVE CEILING PLN-MTG MTNC YD-PROFESSIONAL SVCS	495.00 5,025.00 <u>5,520.00</u>	701 11BS019924 229 11BS019924	495.00 5,025.00 <u>5,520.00</u>
7405049	05665	EGGERTH, DARRELL	06/19-SPORTS OFFICIAL	598.00	101 4641308	598.00
7405050	07197	ESPRITT, JA VAUGHN	06/19-SPORTS OFFICIAL	150.00	101 4641308	150.00
7405051	06380	EWING IRRIGATION PRODUCTS, INC	LMS-SPRAY DYE LMS-MOUND CLAY LMS-CONDITIONER	69.50 903.96 973.40 <u>1,946.86</u>	101 4632404 101 4632404 101 4634404 101 4632404	69.50 903.96 400.00 <u>973.40</u> <u>1,946.86</u>

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7405052	C8113	F J HEATING & AIR CONDITIONING	43028 GUYMAN-COOLER SERVICE	1,500.00	306 4542682	1,500.00
7405053	06304	FAMCON PIPE & SUPPLY, INC	MTNC YD-REPAIR FOR WSTE MNGMNT	1,785.40	485 4755410	1,785.40
7405054	D3240	FASTENAL COMPANY	SENSOR CMBSTBLE GAS/GAS CYLNDR IRONTON UTILITY TRAIL INDSTRL SCNTFC DOCKING STATN	520.34 586.93 1,563.99 <u>2,671.26</u>	480 4755402 203 4752230 480 4755402	520.34 586.93 <u>1,563.99</u> <u>2,671.26</u>
7405055	09416	FAZIO, MATTHEW S.	06/19-LTV VIDEO PRODUCTION	520.00	101 4305296	520.00
7405056	00617	FEDERAL EXPRESS CORPORATION	EXPRESS MAILINGS EXPRESS MAILINGS	53.71 166.34 <u>220.05</u>	101 4220212 491 4250212 101 4100212 101 4220212 101 4600212	31.77 21.94 26.17 113.65 <u>26.52</u> <u>220.05</u>
7405057	09262	FESS ENERGY INC	LCE-PROFESSIONAL SERVICES	40,930.62	490 4250770	40,930.62
7405058	08441	FRANKLIN TRUCK PARTS INC	FILTER-EQ3988	137.32	480 4755207	137.32
7405059	D0315	FREGOSO, PHYLLIS	07/19-STANDARD RETAINER	8,300.00 <u>8,300.00</u>	101 4600301 101 4649225	1,600.00 <u>6,700.00</u> <u>8,300.00</u>
7405060	07665	FRONTIER ENERGY INC	05/19-PROFESSIONAL SERVICES	2,668.00	490 4250770	2,668.00
7405061	08308	GET HOOKED CRANE SERVICE INC	CA-HOIST EQPMNT RNTL-06/07/19	500.00	101 4649562	500.00
7405062	08245	GOLDEN STATE LABOR COMPLIANCE	CP17003-2017 PVMNT MNGMNT PROG	12,785.00	252 12ST036924	12,785.00
7405063	03430	GRAINGER	OMP-LIGHT BULBS CORDLESS GRINDER/TREE PRUNER	1,510.83 337.61 <u>1,848.44</u>	101 4634404 203 4636404	1,510.83 <u>337.61</u> <u>1,848.44</u>
7405064	00849	HAAKER EQUIPMENT CO	LABOR-EQ3988	4,226.28	480 4755207	4,226.28
7405065	07243	HALL IV, CHARLES S	06/19-SPORTS OFFICIAL	125.00	101 4641308	125.00
7405066	02585	HARRELL, BARON	06/19-SPORTS OFFICIAL	428.00	101 4641308	428.00
7405067	819	HERC RENTALS INC	LMS-THATCHER RNTL-06/17-18/19	79.43	101 4632602	79.43
7405068	C9535	HILLYARD/LOS ANGELES	LINERS/MULTIFOLD TOWELS	1,413.75	101 4633406	1,413.75
7405069	C4032	HOUSING RIGHTS CENTER	04/19-FAIR HOUSING PROGRAM 05/19-FAIR HOUSING PROGRAM	4,189.96 4,092.18 <u>8,282.14</u>	361 4541301 361 4541301	4,189.96 <u>4,092.18</u> <u>8,282.14</u>
7405070	07127	HUMAN ELEMENT	06/19-BARRE INSTRUCTION	33.60	101 4643308	33.60

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			06/19-FITWOMEN INSTRUCTION	33.60	101 4643308	33.60
				67.20		67.20
7405071	08926	INDUSTRIAL TECHNICAL SERVICES	PREVENTIVE MTNC-PUMP STATIONS	1,950.00	485 4755301	1,950.00
7405072	D3842	INNOVATION EDUCATION	06/19-LEGO ROBOTICS INSTRUCTN	896.00	101 4643308	896.00
7405073	09070	INSIGHT NORTH AMERICA LLC	05/19-INVESTMENT ADVISORY SRVC	2,815.85	101 3501110	2,815.85
7405074	09083	INT'L BUSINESS MACHINES CORP	WATSON DATA PLATFORM CONSULTNG	14,890.00	101 4200302	14,890.00
7405075	06623	INTERN'L DANCE FITNESS ACADEMY	06/19-SALSA DANCE INSTRUCTION	372.00	101 4643308	372.00
7405076	01419	JOHNSTONE SUPPLY	LMS-AC UNIT REPLACEMENT	1,517.67	101 4632403	1,517.67
7405077	1214	L A CO SHERIFF'S DEPT	05/19-SPECIAL INVESTIGATIONS	3,486.70	101 4820355	3,170.03
					101 4820357	316.67
				3,486.70		3,486.70
7405078	1203	LANCASTER PLUMBING SUPPLY	CH-CHILLER REPAIR KIT	76.59	101 4633403	76.59
			CH-CHILLER REPAIR	17.11	101 4633403	17.11
			UNION NL/UNION BRZ LF	556.73	203 4636404	556.73
				650.43		650.43
7405079	09314	M & L ENTERPRISES	PAC-MARKETING SERVICES-06/19	1,950.00	101 4650301	1,950.00
7405080	09417	MALDONADO, ARIEL	06/19-SPORTS OFFICIAL	184.00	101 4641308	184.00
7405081	05457	MAULDIN JR, LEO	06/19-SPORTS OFFICIAL	828.00	101 4641308	828.00
7405082	02454	MC MASTER-CARR SUPPLY CO	OMP-BUILDING HARDWARE	250.02	101 4634403	250.02
7405083	06948	MCKISSIC, MAURISHA	06/19-SPORTS OFFICIAL	100.00	101 4641308	100.00
7405084	09332	MENA, HERMAN	06/19-SPORTS OFFICIAL	253.00	101 4641308	253.00
7405085	06673	MILLER, JACK C	06/19-TABLE TENNIS INSTRUCTOR	18.00	101 4643308	18.00
			06/19-TABLE TENNIS INSTRUCTOR	27.00	101 4643308	27.00
			06/19-TABLE TENNIS INSTRUCTOR	24.00	101 4643308	24.00
			06/19-TABLE TENNIS INSTRUCTOR	30.00	101 4643308	30.00
			06/19-TABLE TENNIS INSTRUCTOR	18.00	101 4643308	18.00
			06/19-TABLE TENNIS INSTRUCTOR	39.00	101 4643308	39.00
			06/19-TABLE TENNIS INSTRUCTOR	21.00	101 4643308	21.00
			06/19-TABLE TENNIS INSTRUCTOR	33.00	101 4643308	33.00
			06/19-TABLE TENNIS INSTRUCTOR	48.00	101 4643308	48.00
			06/19-TABLE TENNIS INSTRUCTOR	18.00	101 4643308	18.00
				276.00		276.00
7405086	C8944	MSC INDUSTRIAL SUPPLY CO	MTNC YD-EVAPORATIVE COOLER	2,829.00	101 2175000	(268.76)
					484 4752404	3,097.76
			NITRL GLOVES	106.98	101 2175000	(10.16)
					101 4220301	117.14

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			NITRL GLOVES	35.66	101 2175000	(3.39)
			MTNC YD-TERM RING/SQUARE PIN	145.91	101 4220301	39.05
				<u>3,117.55</u>	101 4753214	<u>145.91</u>
						<u>3,117.55</u>
7405087	08562	NAPA AUTO PARTS	CRT/CORE DEPOSIT-EQ5768	(65.15)	480 4755207	(65.15)
			CNSTR VNT SLN-EQ2308	27.41	203 4752207	27.41
			FUEL LINE HOSE-EQ2308	6.84	203 4752207	6.84
			SMOKE FLUID-EQ2308	35.15	203 4752207	35.15
			SMOKE FLUID-EQ2308	17.57	203 4752207	17.57
				<u>21.82</u>		<u>21.82</u>
7405088	09527	NEWNHAM, GARY C	06/19-SPORTS OFFICIAL	253.00	101 4641308	253.00
7405089	06148	NIK-O-LOK, INC	07/19-MONTHLY COIN LOCK LEASE	39.00	101 4633602	39.00
7405090	07540	OFFICETEAM	NT-HR STAFF-06/10-14/19	1,728.61	101 4220301	1,728.61
			NT-HR STAFF-06/03-07/19-CREDIT	(217.80)	101 4220308	(217.80)
			NT-HR STAFF-06/17-21/19	1,424.78	101 4220308	1,424.78
				<u>2,935.59</u>		<u>2,935.59</u>
7405091	05509	P A R S	04/19-REP FEES	5,107.33	101 4220301	5,107.33
7405092	05741	P P G ARCHITECTURAL FINISHES	NSC-PAINT	82.68	101 4635404	82.68
			GRAFFITI REMOVAL SUPPLIES	724.69	203 4752502	724.69
			GRAFFITI PAINT SPRAYER	4,433.66	484 4752502	4,433.66
			GRAFFITI REMOVAL PAINT	1,442.60	482 4752502	1,442.60
			GRAFFITI REMOVAL PAINT	4,237.62	203 4752502	4,237.62
			LMS-FIELD PAINT	145.20	101 4632404	145.20
			NSC-PAINT	31.58	101 4635404	31.58
			MOAH-PAINT	225.24	101 4651251	225.24
				<u>11,323.27</u>		<u>11,323.27</u>
7405093	03307	PARKER, JESSE	06/19-SPORTS OFFICIAL	350.00	101 4641308	350.00
7405094	05998	PAVING THE WAY FOUNDATION	CMMNTY SPPRT/GOOD CTZNSHP PRGM	500.00	101 4820301	500.00
			CMMNTY SPPRT/GOOD CTZNSHP PRGM	5,500.00	101 4820301	5,500.00
			CMMNTY SPPRT/GOOD CTZNSHP PRGM	1,968.00	101 4820301	1,968.00
				<u>7,968.00</u>		<u>7,968.00</u>
7405095	A2220	PESTMASTER SERVICES, INC	WEED REMOVAL SERVICES	2,173.50	101 4752408	2,173.50
			HERBICIDE APPLICATIONS	13,924.56	484 4752266	13,924.56
				<u>16,098.06</u>		<u>16,098.06</u>
7405096	03249	PRAXAIR DISTRIBUTION, INC	ALUM ALCEAN/WELD JACKET/GLOVES	468.66	101 4753405	468.66
7405097	07287	PRINTING BOSS	PF-SIGNS(49)	558.45	101 4649567	558.45
			PRINT/INSTALL DECALS SIGNS	196.25	101 4636402	196.25
			CA-MEMORIAL BANNER	217.00	101 4649562	217.00
			CA-BANNER-ZERO DEGREES	54.75	101 4649562	54.75
			CA-BACKDROP BANNER	296.75	101 4649562	296.75
			LMS-WINDOW GRAPHICS	1,368.75	101 4649563	1,368.75

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Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
			POSTCARDS-FOURTH OF JULY	273.75	101 4649560	273.75
			PF-SPONSOR/SOUVENIR BANNERS	403.51	101 4649567	403.51
				<u>3,369.21</u>		<u>3,369.21</u>
7405098	06874	PRINTS4LIFE	CPC-UNIFORM POLOS(43)	759.93	101 4631209	759.93
7405099	C5395	PRO ACTIVE WORK HEALTH SERVICES	TD-DMV DOT PHYSICAL-05/21/19	69.00	101 4220301	69.00
			BS-TB TEST-05/20/19	20.00	101 4220301	20.00
			SC-ESCREEN TEST-05/20/19	40.00	101 4220301	40.00
			RV-ESCREEN/BAT NON DOT-06/4/19	75.00	101 4220301	75.00
			AB-ESCREEN TEST-06/10/19	40.00	101 4220301	40.00
			MT-ESCREEN TEST-06/06/19	40.00	101 4220301	40.00
				<u>284.00</u>		<u>284.00</u>
7405100	06607	PUMPMAN INC	07/18-06/19-QRTLTY PUMP MTNC	1,665.00	480 4755402	1,665.00
7405101	05864	QUINN COMPANY	PF-WATER TRCK RNTL-04/26-29/19	837.67	101 4649567	837.67
			VALVE-EQ3774	309.67	203 4752207	309.67
			GRADE CONTROL	8,388.90	484 4752207	218.00
					484 4752207	8,170.90
				<u>9,536.24</u>		<u>9,536.24</u>
7405102	07507	RESOURCE BUILDING MATERIALS	MTNC YD-SPONGE HYDRA	9.07	480 4755410	9.07
			TROWEL MSHTWN/BENDER 3 PIN	77.87	480 4755410	77.87
			ANGELUS/REBAR GRADE	895.42	480 4755410	895.42
				<u>982.36</u>		<u>982.36</u>
7405103	04337	RUIZ, LINDA	06/19-TENNIS INSTRUCTOR	157.50	101 4643308	157.50
			06/19-TENNIS INSTRUCTOR	472.50	101 4643308	472.50
				<u>630.00</u>		<u>630.00</u>
7405104	07158	RUPPERT, KIM S	06/19-HEARING SERVICES	165.00	101 3309100	165.00
7405105	D3947	S G A CLEANING SERVICES	EDP-RESTROOM REPAIRS	453.00	101 4631403	453.00
			NSC-CARPET CLEANING	985.00	101 4635403	985.00
			LBP-OFFICE/RESTROOM PAINTING	985.00	101 4636402	985.00
				<u>2,423.00</u>		<u>2,423.00</u>
7405106	03962	SAFETY KLEEN	HAZ WASTE PARTS WASHER	141.41	101 4753657	141.41
7405107	C3064	SANTOS, RENALDO	06/19-SPORTS OFFICIAL	966.00	101 4641308	966.00
7405108	1894	SIGNS & DESIGNS	SC/SM-FACEPLATE/NAMEPLATE	31.02	101 4762253	31.02
			BRUSHED ALUMINUM GRAPHIC	684.18	227 11BS023924	684.18
			BRUSHED ALUMINUM GRAPHIC	503.50	227 11BS023924	503.50
			CL-FACEPLATE	26.28	306 4542259	26.28
			BRUSHED ALUMINUM GRAPHIC	306.60	227 11BS023924	306.60
				<u>1,551.58</u>		<u>1,551.58</u>
7405109	09245	SISSON, TAMMIE	06/19-STEM INSTRUCTOR	102.00	101 4643308	102.00
7405110	01816	SMITH PIPE & SUPPLY INC	JRP-IRRIGATION SUPPLIES	681.19	101 4631404	681.19

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			WCP-IRRIGATION SUPPLIES	1,058.42	101 4631404	1,058.42
			STP-IRRIGATION SUPPLIES	378.00	101 4631404	378.00
			IRRIGATION SUPPLIES	229.31	101 4635404	229.31
			JRP-MULCH	53.22	101 4631404	53.22
			TBP-IRRIGATION SUPPLIES	1,006.05	101 4631404	1,006.05
			IRRIGATION SUPPLIES	78.71	101 4635404	78.71
			AHP-IRRIGATION SUPPLIES	36.38	101 4631404	36.38
			NSC-IRRIGATION SUPPLIES	679.93	101 4635404	679.93
			OMP-CLOCK/SPRINKLERS/SUPPLIES	731.71	101 4634404	731.71
			AHP-IRRIGATION SUPPLIES	31.26	101 4631404	31.26
			OMP-SPRINKLERS	376.72	101 4634404	376.72
			NSC-IRRIGATION SUPPLIES	36.68	101 4635404	36.68
			OMP-IRRIGATION SUPPLIES	15.43	101 4634404	15.43
			IRRIGATION SUPPLIES	107.34	203 4636404	107.34
			PBP-IRRIGATION SUPPLIES	450.05	101 4631404	450.05
			CH-WEED CONTROL FABRIC	122.80	101 4633404	122.80
			JRP-IRRIGATION SUPPLIES	129.13	101 4631404	129.13
			JRP-IRRIGATION SUPPLIES	98.24	101 4631404	98.24
			IRRIGATION SUPPLIES	102.73	101 4633404	102.73
				<u>6,403.30</u>		<u>6,403.30</u>
7405111	04688	SPARKLETTS	WATER(10-24PKS)	99.10	101 4100205	99.10
7405112	09173	STERNAL, STEVEN	06/19-SPORTS OFFICIAL	506.00	101 4641308	506.00
7405113	06963	SURFACE	OMP-RESTROOM RENOVATION	5,100.00	213 11BS023924	5,100.00
7405114	09492	THE GEE DESIGNS	06/19-GREAT RACE VIDEO SHOOT	80.00	101 4305296	80.00
7405115	2009	THE TIRE STORE	TIRES(4)-EQ6810	389.40	101 4762207	389.40
			TIRE-EQ1742	66.69	101 4770207	66.69
				<u>456.09</u>		<u>456.09</u>
7405116	04239	TIM WELLS MOBILE TIRE SERVICE	OMP-TIRE REPAIR-EQ5618	16.82	101 4631207	16.82
			REPAIR-EQ7610RO	15.00	101 4762207	15.00
				<u>31.82</u>		<u>31.82</u>
7405117	A7515	U S BANK	04/19-ADMIN FEE	247.61	101 3501110	247.61
7405118	08783	UNIFIRST CORPORATION	UNIFORM CLEANINGS	106.10	480 4755209	106.10
			UNIFORM CLEANINGS	106.10	480 4755209	106.10
				<u>212.20</u>		<u>212.20</u>
7405119	05551	UNITED SITE SRVCS OF CA,SO DIV	FENCE RENTL-06/14-07/11/19	61.32	101 4633602	61.32
7405120	31009	UNIVERSAL ELECTRONIC ALARMS	CDR ST-05/19-SECURITY ALARM	37.00	101 4651301	37.00
			PAC-05/19-FIRE ALARM	56.00	101 4650301	56.00
			MOAH-05/19-SECURITY ALARM	27.00	101 4633301	27.00
			WH-05/19-SECURITY ALARM	27.00	101 4633301	27.00
			PAC-05/19-SECURITY ALARM	27.00	101 4650301	27.00
			NSC-EXIT DELAY REPROGRAMMING	80.00	101 4635301	80.00
			OMP-07/19-SECURITY ALARM	37.00	101 4634301	37.00

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			CDR ST-07/19-SECURITY ALARM	37.00	101 4651301	37.00
			PAC-07/19-FIRE ALARM	56.00	101 4650301	56.00
			MOAH-07/19-FIRE ALARM	27.00	101 4633301	27.00
			MTNC YD-07/19-FIRE ALARM	27.00	203 4752301	27.00
			WH-07/19-SECURITY ALARM	27.00	101 4633301	27.00
			OMP-07/19-SECURITY ALARM	27.00	101 4634301	27.00
			MOAH-07/19-SECURITY ALARM	27.00	101 4633301	27.00
			MTNC YD-07/19-SECURITY ALARM	27.00	203 4752301	27.00
			CH-07/19-SECURITY ALARM	27.00	101 4633301	27.00
			PAC-07/19-SECURITY ALARM	27.00	101 4650301	27.00
				<u>600.00</u>		<u>600.00</u>
7405121	2228	VALLEY CONSTRUCTION SUPPLY INC	SAW/ASPHALT/DIAMOND BLADE	1,691.74	203 4752208	1,691.74
7405122	09500	VERGARA, PATRICIA	CA-ICE CREAM/TOPPERS	351.68	101 4649562	351.68
7405123	09023	VERTEX SURVEY INC	CP17007-LNC BLVD/15 E ROUNDABT	10,430.00	232 16ST006924	10,430.00
			CP17007-LNC BLVD/15 E ROUNDABT	3,440.00	203 16ST006924	910.00
					232 16ST006924	2,530.00
				<u>13,870.00</u>		<u>13,870.00</u>
7405124	09545	VILLALOBOS, IRENE	FIGURE MODEL	100.00	101 4651251	100.00
7405125	C2434	VINSA INSURANCE ASSOCIATES	AIRCRAFT POLICY FY19/20	9,931.23	101 4230260	9,931.23
			HELIPAD POLICY FY19/20	3,054.50	101 4230260	3,054.50
				<u>12,985.73</u>		<u>12,985.73</u>
7405126	04496	VULCAN MATERIAL WESTERN DIV	ASPHALT	147.11	203 4752410	147.11
			ASPHALT	182.70	203 4752410	182.70
			COLD MIX	119.79	203 4752410	119.79
			COLD MIX	399.68	203 4752410	399.68
			COLD MIX	202.53	203 4752410	202.53
			COLD MIX	121.37	203 4752410	121.37
				<u>1,173.18</u>		<u>1,173.18</u>
7405127	06735	W R E G I S	LCE-CERTIFICATES/FEE	118.08	490 4250653	118.08
7405128	06209	WAGEWORKS	06/19-FSA ADMIN FEES	463.31	101 2170213	428.67
					101 2170214	34.64
				<u>463.31</u>		<u>463.31</u>
7405129	31026	WAXIE SANITARY SUPPLY	NSC-JANITORIAL SUPPLIES	962.48	101 4635406	962.48
			OMP-JANITORIAL SUPPLIES	1,910.75	101 4634406	1,910.75
			OMP-TOILET PAPER/SEAT COVERS	468.92	213 11BS023924	468.92
				<u>3,342.15</u>		<u>3,342.15</u>
7405130	1994	WAYPOINT ANALYTICAL	OMP-SOIL/WATER SAMPLES	450.80	101 4634301	450.80
7405131	06713	WILSON, SIEDAH	06/19-SPORTS OFFICIAL	75.00	101 4641308	75.00
7405132	C5965	WOLF, LAWRENCE	06/19-SPORTS OFFICIAL	322.00	101 4641308	322.00

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7405133	C8775	WORRELL, JULIE	JW-PR DM-SAN DIEGO-07/08-12/19	319.50	480 4755201	319.50
7405134	D3230	ZERO WASTE USA	HP-DOG PARK WASTE STATION	726.37	101 4634404	726.37
7405135	D3242	ZIMMER, DANIEL	06/19-SPORTS OFFICIAL	966.00	101 4641308	966.00
7405136	07568	CITY OF COMMERCE	PROP A FUND EXCHNG-FY19/20	1,425,000.00	207 4430991	1,425,000.00
7405137	C7946	L A CO DEPT ANIMAL CARE&CONTRL	05/19-HOUSING COSTS	84,206.50	101 4820363	84,206.50
7405138	C5571	COSTCO WHOLESALE CORPORATION	ANNUAL SETTLEMENT PAYMENT	200,000.00	101 4430603	200,000.00
7405139	08930	PAVEMENT ENGINEERING INC	2018 PVMNT MNGNG CNSLTNG SVCS	76,337.44	210 12ST037924	76,337.44
7405140	05834	VENCO WESTERN, INC	06/19-LMD MAINTENANCE	37,320.00	101 4631402	18,750.00
					101 4634402	9,570.00
					101 4635402	9,000.00
			LNC BLVD/15 E RNDABT IRRIGATN	24,108.00	482 4636402	24,108.00
			05/19-LMD IRRIGATION REPAIRS	955.13	203 4636404	955.13
				<u>62,383.13</u>		<u>62,383.13</u>
7405141	09459	STRATHAM MONTECITO WEST INC	MONUMNETTN SCRTRY RLS-061489	7,850.00	101 3202100	7,850.00
VOID		7405142-7405243	VOIDED DUE TO WRONG CHECK DATE USED			
7405244	A5389	A V FAIR	05/19-WATCH & WAGER COMM	2,960.35	101 2189000	2,960.35
7405245	03854	A V JANITORIAL SUPPLY	LMS-JANITORIAL SUPPLIES	408.44	101 4632406	408.44
			LMS-JANITORIAL SUPPLIES	413.36	101 4632406	413.36
				<u>821.80</u>		<u>821.80</u>
7405246	08979	A V PEST CONTROL	LMS-06/19 PEST CONTROL	175.00	101 4632301	175.00
7405247	C4465	A V PLUMBING INC	MTNC YD-CAR WASH STATION REPRS	8,092.00	203 4752402	8,092.00
7405248	06294	A V WEB DESIGNS	NSC-07/19-MONTHLY HOSTING CHGS	99.95	101 4645301	99.95
7405249	C8745	ADVANCE ELECTRIC	OMP-CONCESSION STAND CIRCUITS	725.00	213 11BS023924	725.00
7405250	05956	ADVANCED PRINTING & GRAPHICS	MDO SHEETS/SIGNS	492.75	324 4785770	492.75
7405251	D1663	AMERICAN IRON WORK	NSC-PANEL FABRICATION/INSTLLTN	989.00	101 4635402	989.00
7405252	04190	AMERIPRIDE SERVICES	UNIFORM CLEANINGS	79.92	101 4753209	79.92
7405253	01933	AMERON	ANC RODS(5)	662.48	483 4785461	662.48
7405254	02693	ANDY GUMP, INC	OMP-FENCE RNTL-06/25/-07/22/19	33.51	101 4634602	33.51
7405255	C9805	ARROW TRANSIT MIX INC	READY MIX CONCRETE	683.99	203 4752410	683.99
			READY MIX CONCRETE	483.61	203 4752410	483.61

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				1,167.60		1,167.60
7405256	D0879	B'S EMBROIDERY ETC	UNIFORM HATS(20)	459.90	483 4785209	459.90
7405257	01863	BAVCO	BACKFLOW REPAIR KITS	1,988.33	203 4636404	1,988.33
			BACKFLOW REPAIR KITS	1,886.27	203 4636404	1,886.27
			BACKFLOW REPAIR KITS	1,820.62	203 4636404	1,820.62
				<u>5,695.22</u>		<u>5,695.22</u>
7405258	C9428	BEACON ATHLETICS LLC	LMS-FIELD TOOLS	459.36	101 2175000	(37.62)
					203 4636404	496.98
				<u>459.36</u>		<u>459.36</u>
7405259	08094	BURRELLESLUCE	06/19-MONTHLY MEDIA CHARGES	377.40	101 4305301	377.40
7405260	D1872	CA WATER ENVIRONMENTAL ASSN	GW-CWEA CERTIFICATION RENEWAL	87.00	101 4220311	87.00
			JR-MEMBERSHIP RENEWAL	188.00	101 4220311	188.00
			MT-MEMBERSHIP RENEWAL	188.00	101 4220311	188.00
			TH-CWEA CERTIFICATION RENEWAL	87.00	101 4220311	87.00
				<u>550.00</u>		<u>550.00</u>
7405261	07595	CATERPILLAR FINANCIAL SVC CORP	2019 EXCAVATOR LEASE	20,484.52	104 4633763	20,484.52
7405262	D0775	CAUDLE, JASON	JC-PR DM-SAN FRAN-07/11-12/19	114.00	491 4250201	114.00
7405263	03475	CLARK AND HOWARD	TOWING FEES	200.00	101 4649567	200.00
7405264	09563	COOKSEY, REBECCA	RFND-DAMAGE DEPOSIT-MOAH	259.00	101 2182002	259.00
7405265	D3965	CRAGOE PEST SERVICES, INC	LMS-FIELD APPLICATN/TURFGRASS	750.00	101 4632402	750.00
7405266	09216	CRANEDEPOT.COM	PAILPRO 305-PAINT SHAKER	3,325.00	101 2175000	(265.05)
					203 4785763	3,590.05
				<u>3,325.00</u>		<u>3,325.00</u>
7405267	05147	CROSTOWN ELECTRICAL & DATA	FIBER OPTICS REPAIRS	14,550.00	483 4785460	14,550.00
7405268	09078	CYBERCODERS, INC	CONSULTING SERVICES	1,290.00	101 4315301	1,290.00
7405269	07131	DE LAGE LANDEN FINANCIAL SVCS	07/15/19-08/14/19 NETWRK PRNTR	168.95	101 4800254	168.95
7405270	00414	DESERT LOCK COMPANY	MOAH-LOCKS SERVICE	72.50	101 4653402	72.50
7405271	09191	DESIGNERS TOUCH LANDSCAPE INC	HP-CONCRETE/FENCE WORK	17,500.00	104 4631402	17,500.00
7405272	04450	DISPENSING TECHNOLOGY CORP	WHITE TUBE/BOOMERANG BASE	1,923.72	203 4785454	1,923.72
7405273	07641	DURON, ROBERT M	CS-PERF-MUSIC-07/18/19	1,000.00	101 4649225	1,000.00
7405274	08643	EARTH SYSTEMS PACIFIC	CP17012-AVE I/10W-K/30 IMPROV	4,372.00	209 16ST007924	4,372.00
7405275	01048	ECONOLITE CONTROL PROD INC	WHITE ALUMINUM CAB	8,553.22	483 4785460	8,553.22

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			WHITE ALUM CAB	8,553.22	483 4785460	8,553.22
			TRAFFIC SIGNAL MTNC PARTS	4,977.02	483 4785461	4,977.02
			LANC BLVD/DIVISION-DAMAGE RPRS	1,872.59	483 4785460	1,872.59
				<u>23,956.05</u>		<u>23,956.05</u>
7405276	06004	FASHION FLOOR COVERING	OMP-RESTROOM RENOVATIONS	18,900.00	213 11BS023924	18,900.00
7405277	09416	FAZIO, MATTHEW S.	06/19-LTV VIDEO PRODUCTION	360.00	101 4307296	360.00
7405278	07124	FIRST AMERICAN DATA TREE, LLC	06/19-PROFESSIONAL SERVICES	500.00	101 4230301	500.00
7405279	08308	GET HOOKED CRANE SERVICE INC	LMS-BOOM LIFT SERVICES	311.25	101 4632402	311.25
7405280	03430	GRAINGER	PW-V-BELT PULLEY	101.95	203 4752403	101.95
7405281	07044	HARTMAN, BRETT D	DETENTION BASINS-RSRCE MNGMNT	2,408.10	224 13EV001924	2,408.10
7405282	07354	HAWLEY, ROBYN	06/19 AM EXERCISE INSTRUCTION	105.00	101 4643308	105.00
7405283	01419	JOHNSTONE SUPPLY	ZELDAS-REFRIGERANT/ACETYLENE	457.38	101 4650403	457.38
			ZELDAS-LINE TAP VALVE	8.26	101 4650403	8.26
			ZELDAS-BEARING FAN MOTOR	46.52	101 4650403	46.52
			RTN-BEARING FAN MOTOR	(48.71)	101 4650403	(48.71)
			RTN-HERMATIC COMPRESSOR	(182.76)	101 4650403	(182.76)
				<u>280.69</u>		<u>280.69</u>
7405284	06059	KRAZAN & ASSOCIATES, INC	CP17009-5TH E CORRIDOR IMPROV	3,217.50	210 15ST055924	3,217.50
7405285	C0812	L A CO ECONOMIC DEVELOPMENT	LAEDC MEMBERSHIP-08/19-07/20	5,000.00	101 4240206	5,000.00
7405286	D2287	LANCASTER CODE ENFRMNT ASSN	UNION DUES-PP 14-2019	360.00	101 2171000	360.00
7405287	A4930	LANDALE MUTUAL WATER COMPANY	L/CHALLENGER-06/19 WATER SVC	58.44	203 4636654	58.44
7405288	04351	LYN GRAFIX	2019 CAMP SHIRTS(104)	654.81	101 4640251	654.81
7405289	08587	MARTINEZ, SYLVIA	RFND-PY CREDIT ON ACCOUNT	60.00	101 2140000	60.00
7405290	1345	MEDIEVAL TIMES	DAY CAMP TRIP(101)-06/27/19	2,463.00	101 4640270	2,463.00
7405291	02270	MELDON GLASS	MOAH-DOOR REPAIR	125.00	101 4653402	125.00
7405292	07980	MOORE, JACK T	06/19-EQUIPMENT MAINTENANCE	95.00	101 4633301	95.00
7405293	06936	MOSMAN, DESIREA	06/19 AM EXERCISE INSTRUCTION	315.00	101 4643308	315.00
7405294	D0217	NATIONAL PAYMENT CORPORATION	06/19-DOCULIVERY ITEM CHARGE	196.50	101 4410301	196.50
7405295	A7221	P E R S LONG TERM CARE PROGRAM	LONG TERM CARE PREM-PP 14-2019	1,010.12	101 2170200	1,010.12
			07/19-RETIREE LONG TERM CARE	5,130.74	109 1101000	5,130.74
				<u>6,140.86</u>		<u>6,140.86</u>

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7405296	05741	P P G ARCHITECTURAL FINISHES	AHP-PAINT LMS-GREEN PAINT	23.90 141.76 <u>165.66</u>	101 4631403 101 4632404	23.90 141.76 <u>165.66</u>
7405297	07249	PATRIOT PLUMBING	OMP-DRAIN/WATER INSTALLATION	19,200.00	101 4634403	19,200.00
7405298	02169	PATTON'S METAL WORKING	ALUM SHEET(4)	832.20	483 4785455	832.20
7405299	09496	PAY PLUS SOLUTIONS	CALPERS SET-UP FEE	1,000.00	101 4220301	1,000.00
7405300	08051	PEDRINI, BARBARA	06/19 AM EXERCISE INSTRUCTION	105.00	101 4643308	105.00
7405301	1612	PETRO LOCK	UNLEADED(4956)/DIESEL(2462)	25,055.73	101 1620000	25,055.73
7405302	08967	PIONEER ATHLETICS	LMS-LOGO PAINT	140.77	101 4632404	140.77
7405303	06160	PRIME TIME PARTY RENTALS	DAY CAMP OBSTACLE RENTAL DAY CAMP-DOUBLE SLIDE	600.00 500.00 <u>1,100.00</u>	101 4640251 101 4640251	600.00 500.00 <u>1,100.00</u>
7405304	09269	RAIN BIRD CORPORATION	REMOTE MONITORING SERVICE PLAN	1,400.00	485 4755405	1,400.00
7405305	D3947	S G A CLEANING SERVICES	STORAGE RACK REMOVAL LBP-TRASH REMOVAL/PAINTING LBP-WAREHOUSE CLEANING OMP-RESTROOM REPAIR FOURTH OF JULY-PAINT LUC-LED UPGRADES	985.00 465.00 990.00 348.00 460.00 960.00 <u>4,208.00</u>	101 4640251 101 4636402 101 4636402 101 4634402 101 4649560 101 4633402	985.00 465.00 990.00 348.00 460.00 960.00 <u>4,208.00</u>
7405306	1985	SAFEWAY SIGNS	36 X 48 SIGNS(4)	739.56	203 4785455	739.56
7405307	A8260	SAGE STAFFING	SO-PUBLIC SFTY STFF-06/17-23/19	814.68	101 4820308	814.68
7405308	1894	SIGNS & DESIGNS	PAC-POSTERS(2)	142.35	101 4650205	142.35
7405309	07368	SIX FLAGS MAGIC MOUNTAIN	DAY CAMP TRIP(100)-06/13/19	4,348.83	101 4640270	4,348.83
7405310	01816	SMITH PIPE & SUPPLY INC	OMP-VAN ADJUSTABLE NOZZLE OMP-VALVE BOX	34.25 53.22 <u>87.47</u>	101 4634404 101 4634404	34.25 53.22 <u>87.47</u>
7405311	08988	SMITH, CHRISTINA	05/19-06/19 CONSULTING SRVCS	6,014.00	101 4300301	6,014.00
7405312	03154	SO CA EDISON	05/13/19-07/03/19 ELECTRIC SVC 05/22/19-07/03/19 ELECTRIC SVC	1,742.10 4,369.13	203 4636652 482 4636652 483 4785660 484 4755652 101 4634652 209 12ST032924 232 15BW005924	227.79 1,397.55 48.64 68.12 4,106.80 48.30 24.37

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					482 4636652	145.37
					483 4785660	44.29
				6,111.23		6,111.23
7405313	06672	SO CAL DESIGN	OMP-RESTROOM RENOVATION LIGHTING-CONCESSIONS STRUCTURE	26,950.00 1,180.00 28,130.00	213 11BS023924 213 11BS023924	26,950.00 1,180.00 28,130.00
7405314	09163	SOCAL OFFICE TECHNOLOGIES	06/27-07/26/19-EQUIPMENT	262.80	101 4410254	262.80
7405315	05413	STATEWIDE TRAFFIC SAFETY/SIGNS	YELLOW GLUE DOWN/ROAD MARKER FLOODED SIGNS(12)	897.86 1,379.70 2,277.56	203 4785454 484 4752455	897.86 1,379.70 2,277.56
7405316	09562	SUNSHINE BUILDERS	RFND-DIRECTOR'S REVIEW-19-63	616.00	101 3203100	616.00
7405317	08805	THEISEN, THERESE	04/18 SPORTS OFFICIAL	30.00	101 4641308	30.00
7405318	06959	TONY A BURKHOLDER MASONRY	OMP-RESTROOM RENOVATIONS	3,500.00	213 11BS023924	3,500.00
7405319	02977	TURBO DATA SYSTEMS INC	06/19-PARKNG CITATN PROCESSING 06/19 ADMIN CITATIONS	6,050.18 2,742.30 8,792.48	101 4800301 101 4410301	6,050.18 2,742.30 8,792.48
7405320	A7515	U S BANK	05/19-ADMIN FEE	248.64	101 3501110	248.64
7405321	C8453	U S POSTAL SERVICE	PERMIT #48-19/20 BROCHURE	20,000.00	490 4370205	20,000.00
7405322	A2124	UNDERGROUND SERVICE ALERT/SC	CA STATE FEE FOR REGLTRY COSTS 06/19-TICKETS(183)	162.55 311.95 474.50	484 4752311 484 4752301	162.55 311.95 474.50
7405323	08783	UNIFIRST CORPORATION	UNIFORM CLEANINGS UNIFORM CLEANINGS	116.34 115.91 232.25	480 4755209 480 4755209	116.34 115.91 232.25
7405324	2228	VALLEY CONSTRUCTION SUPPLY INC	LMS-ROTARY HAMMER	641.62	203 4636404	641.62
7405325	06387	VISUAL ARTS SOURCE, LLC	06/19-EXCLUSIVE ANNOUNCEMENT	720.00	101 4653205	720.00
7405326	04496	VULCAN MATERIAL WESTERN DIV	COLD MIX	85.89	203 4752410	85.89
7405327	C6406	WELLS, KATHY	KW-PR DM-SAN FRANCISCO-7/11/19	57.00	491 4250201	57.00
7405328	C2562	WESTERN PACIFIC ROOFING CORP	OMP-RESTROOM REROOF	18,720.00	213 11BS023924	18,720.00
7405329	D0298	WILLDAN FINANCIAL SERVICES	CFD 89-1-COMMNTY FACLTS ADMIN	2,141.66	830 4300301	2,141.66
7405330	08760	YESETA, SYDNEY	SY-AIRFRE-LOUISVLE-6/12-15/19	401.00	101 4220256	401.00
7405331	04627	Z A P MANUFACTURING INC	ANTI-GRAFFITI FILM/WHITE H.I.P	1,697.25	203 4785455	1,697.25

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7405332	08018	DANIELIAN ASSOCIATES INC	10/18-PROFESSIONAL SERVICE	36,900.00	306 4542901S	36,900.00
			01/19-PROFESSIONAL SERVICE	9,900.00	306 4542901S	9,900.00
			04/19-PROFESSIONAL SERVICE	11,500.00	306 4542901S	11,500.00
			04/19-PROFESSIONAL SERVICE	18,180.00	306 4542901S	18,180.00
			04/19-PROFESSIONAL SERVICE	3,500.00	306 4542901S	2,392.67
			04/19-PROFESSIONAL SERVICE	6,030.00	361 4541901S	1,107.33
			04/19-PROFESSIONAL SERVICE	6,030.00	361 4541901S	6,030.00
				<u>86,010.00</u>		<u>86,010.00</u>
7405333	09030	HR GREEN PACIFIC INC	CDP18-05-SURVEY REVIEW	55,432.27	101 4762301	55,432.27
7405334	A2073	LANCASTER PERF ARTS CNTR FNDTN 2019 GALA/AUCTION DONATIONS		55,696.87	101 2102600	875.00
					101 2102600	56,250.00
					101 3405302	(1,406.25)
					101 3405302	(21.88)
				<u>55,696.87</u>		<u>55,696.87</u>
7405335	07234	T C F EQUIPMENT FINANCE	FLEET VEHICLE LEASES(7)	54,518.53	104 4753762	54,518.53
7405336	00107	A V PRESS	06/19-ON THE NET ADS	82.00	101 4305205	82.00
7405337	06789	CORBETT, JOCELYN	JC-MLGE-BURBANK-06/24/19	69.72	101 4230201	69.72
7405338	1215	L A CO WATERWORKS	05/02/19-07/09/19 WATER SVC	45,099.49	101 4631654	20,739.44
					101 4633654	3,429.35
					203 4636654	2,848.81
					306 4542684	345.15
					306 4542924	212.99
					482 4636654	17,523.75
				<u>45,099.49</u>		<u>45,099.49</u>
7405339	07459	LEFEBVRE, KEVIN M	CS-PERF-MUSIC-07/25/19	200.00	101 4649225	200.00
7405340	D2910	LEGACY EDUCATION, LLC	ACCT STTLMNT-HDMG-06/19/19	1,541.00	101 2107000	4,480.00
					101 3405127	(1,056.00)
					101 3405300	(1,252.00)
					101 3405304	(31.00)
					101 3405306	(600.00)
				<u>1,541.00</u>		<u>1,541.00</u>
7405341	08051	PEDRINI, BARBARA	04/19 AM EXERCISE INSTRUCTION	35.00	101 4643308	35.00
7405342	1705	QUARTZ HILL WATER DISTRICT	06/03/19-07/01/19 WATER SVC	8,595.94	101 4634654	4,744.95
					203 4636654	764.72
					482 4636654	3,086.27
				<u>8,595.94</u>		<u>8,595.94</u>
7405343	09567	SCOTT, BRYANT	RFND-CLASS REGISTRATION	78.00	101 2182001	78.00
7405344	05934	SHI INTERNATIONAL CORP	SOPHOS SUBSCRIPTION LICENSES	8,459.74	101 4315291	8,459.74

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7405345	03154	SO CA EDISON	06/01/19-07/01/19 ELECTRIC SVC	88.18	483 4785660	88.18
7405346	03154	SO CA EDISON	05/28/19-07/09/19 ELECTRIC SVC	267.97	101 4633652 209 16ST007924 482 4636652 483 4785660	25.89 35.83 19.73 186.52
				<u>267.97</u>		<u>267.97</u>
7405347	03154	SO CA EDISON	03/05/19-07/03/19 ELECTRIC SVC	872.44	203 4636652 482 4636652	205.71 666.73
				<u>872.44</u>		<u>872.44</u>
7405348	03154	SO CA EDISON	02/01/18-07/09/19 ELECTRIC SVC	2,353.22	483 4785652 483 4785660	2,092.10 261.12
				<u>2,353.22</u>		<u>2,353.22</u>
7405349	03154	SO CA EDISON	04/03/19-07/16/19 ELECTRIC SVC	8,700.61	480 4755652 483 4785652 483 4785660 484 4755652 485 4755652 490 4250652	402.35 5,984.16 34.74 162.97 1,757.78 358.61
				<u>8,700.61</u>		<u>8,700.61</u>
7405350	03154	SO CA EDISON	03/06/19-07/12/19 ELECTRIC SVC	49,750.45	101 4631652 101 4633652 101 4634652 101 4635652 101 4636402 101 4651652 101 4800403 482 4636652 483 4785660	15,077.53 13,098.24 6,066.57 12,490.52 268.17 1,408.89 838.72 23.88 477.93
				<u>49,750.45</u>		<u>49,750.45</u>
7405351	1907	SO CA GAS COMPANY	06/03/19-07/02/19 GAS SVC	14.30	101 4631655	14.30
7405352	C2554	SUPERIOR COURT OF CA-CO OF L A	06/19-ALLCTN OF PRKG PENALTIES	22,463.00	101 3310200 101 3310200 101 3310200 101 3310200 101 3310200 101 3310200 101 3310200 101 3310200	189.00 2,250.00 2,250.00 2,250.00 3,000.00 3,533.00 4,491.00 4,500.00
				<u>22,463.00</u>		<u>22,463.00</u>
7405353	C2555	TIME WARNER CABLE	07/19-TV SERVICE-VICE MAYOR	34.23	101 4315651	34.23
7405354	C2555	TIME WARNER CABLE	06/09/19-07/08/19-BASIC TV	39.76	101 4315651	39.76

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7405355	C2555	TIME WARNER CABLE	06/17-07/16/19-PRA INFO DSK	58.38	101 4315651	58.38
7405356	C2555	TIME WARNER CABLE	06/28-07/27/19-BUSINESS TV-ACS	82.50	101 4315651	82.50
7405357	C2555	TIME WARNER CABLE	06/19-TV SERVICE-CITY MNGR+3	90.26	101 4315651	90.26
7405358	C2555	TIME WARNER CABLE	06/28-07/27-BUSINESS INTERNET	299.99	101 4315651	299.99
7405359	06384	VOYAGER FLEET SYSTEMS INC	VOYAGER FLEET SYSTEMS 06/24/19	407.72	101 2602000	407.72
7405360	09569	WALKER, NATALIE	RFND-DAMAGE DEPOSIT-OMP	100.00	101 2182001	100.00
7405361	07489	ACCESSO SHOWARE	PAC-06/19-TICKET SALES	23.60	101 4650302	23.60
7405362	09570	ALAN SALER MEDIATION SERVICES	07/19-LEGAL SERVICES	2,500.00	109 4430300	2,500.00
7405363	D3147	AMERICAN PLUMBING SERVICES,INC	STP-SHUTOFF VALVE REPAIR	97.00	101 4631402	97.00
7405364	D3188	AMERICAN RED CROSS	LIFEGUARD CLASS(3 STUDENTS) CPR MANIKIN W/ LED LIGHT	114.00 495.00	101 4642308 101 2175000 101 4642301	114.00 (47.03) 542.03
				609.00		609.00
7405365	02693	ANDY GUMP, INC	HP-FENCE RENTL-06/27-07/24/19 OMP-FENCE RENTL-07/08-08/04/19	17.74 44.68	101 4634602 101 4634602	17.74 44.68
				62.42		62.42
7405366	08380	BARRERA, RICARDO	CATERING SVCS-06/29/19	317.55	101 4642251	317.55
7405367	D0812	C S A C EXCESS INSURANCE AUTH	INSURANCE PROGRAM CERTS(18)	225.00	101 4230260	225.00
7405368	D0629	CA ASSOC OF CODE ENF OFFICERS	JW-2019 SEMINAR REGISTRATION MK-2019 SEMINAR REGISTRATION SV-2019 SEMINAR REGISTRATION JM-2019 SEMINAR REGISTRATION SO-2019 SEMINAR REGISTRATION JW-CCEO APPLICATION FEE	410.00 410.00 410.00 410.00 410.00 200.00	101 4245200 101 4245200 101 4245200 101 4245200 101 4245200 101 4245200	410.00 410.00 410.00 410.00 410.00 200.00
				2,250.00		2,250.00
7405369	C7725	CA CONTRACT CITIES ASSOCIATION	07/18-06/20-ANNUAL MEMBERSHIP	5,300.00	101 4100206	5,300.00
7405370	C5582	CARPETERIA	PAC-CARPET INSTALLATION PAC-STAIRCASE RENOVATION	8,638.75 6,645.00	213 11BS022924 213 11BS022924 227 11BS022924	8,638.75 595.65 6,049.35
				15,283.75		15,283.75
7405371	07147	CHICAGO TITLE COMPANY	TITLE EXTRA WORK CHARGE TITLE EXTRA WORK CHARGE TITLE EXTRA WORK CHARGE	800.00 800.00 800.00	210 15BR007924 210 15BR007924 210 15BR007924	800.00 800.00 800.00
				2,400.00		2,400.00

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7405372	03475	CLARK AND HOWARD	TOWING FEES-EQ5837	60.00	101 4632207	60.00
7405373	D1545	CLETEHOUSE CAFE, INC	EMPLOYEE LUNCH CATERING BUSINESS LUNCH MTG-CATERING	1,204.50 159.05 <u>1,363.55</u>	101 4220251 101 4240340	1,204.50 159.05 <u>1,363.55</u>
7405374	07545	COSTAR REALTY INFORMATION INC	07/19-PROFESSIONAL SERVICES	1,001.38	101 4240301	1,001.38
7405375	09078	CYBERCODERS, INC	CONSULTING SERVICES CONSULTING SERVICES	1,290.00 996.31 <u>2,286.31</u>	101 4315301 101 4315301	1,290.00 996.31 <u>2,286.31</u>
7405376	06365	D JAMES	PARK RANGER HATS(15) PARK RANGER HATS(12)	243.09 203.67 <u>446.76</u>	101 4647251 101 4647251	243.09 203.67 <u>446.76</u>
7405377	00414	DESERT LOCK COMPANY	CODE ENF-SVC TRIP	90.00	101 4545301	90.00
7405378	09191	DESIGNERS TOUCH LANDSCAPE INC	AHP-IRRIGATION REPAIR	1,200.00	101 4631404	1,200.00
7405379	05473	DEWEY PEST CONTROL	MTNC YD-07/19-PEST CONTROL PAC-07/19-PEST CONTROL CDR ST-07/19-PEST CONTROL LUC-07/19-PEST CONTROL LBC-07/19-PEST CONTROL	137.00 50.00 90.00 75.00 95.00 <u>447.00</u>	203 4752402 101 4650402 101 4651402 101 4633402 101 4636402	137.00 50.00 90.00 75.00 95.00 <u>447.00</u>
7405380	09416	FAZIO, MATTHEW S.	VIDEO SHOOTING/EDITING	340.00	101 4305296	340.00
7405381	00617	FEDERAL EXPRESS CORPORATION	EXPRESS MAILINGS	84.18 <u>84.18</u>	101 4770212 306 4342212	57.61 26.57 <u>84.18</u>
7405382	D1793	FISH WINDOW CLEANING	MTNC YD-WINDOW CLEANING	34.00	203 4752402	34.00
7405383	07369	FRONTIER COMMUNICATIONS CORP	06/25-07/24/19 TELEPHONE SVC	738.02	101 4633651	738.02
7405384	04721	GET TIRES, INC	TIRES(6)-EQ3306 TIRES(4)-EQ3412 TIRES(2)/OTR SRVC-EQ3355 TIRES(2)SRVC CALL-EQ3779 TIRES(6)/OTR SRVC-EQ3774 TIRES(4)/MNT/DSMNT-EQ3781 TIRES(4)-EQ7511	1,003.88 630.71 2,612.27 1,433.90 7,657.68 1,578.67 760.36 <u>15,677.47</u>	484 4752207 203 4752207 203 4752207 480 4755207 203 4752207 203 4752207 101 4783207	1,003.88 630.71 2,612.27 1,433.90 7,657.68 1,578.67 760.36 <u>15,677.47</u>
7405385	09217	GRAY QUARTER INC	ANNUAL WIZARD SUBSCRIPTION SVC	11,988.00	101 4315301	11,988.00
7405386	819	HERC RENTALS INC	BOOM LIFT RENTAL-06/27-28/19	1,884.53	101 4634602	1,884.53
7405387	09369	INTERWEST CONSULTING GROUP INC	05/19-TRAFFIC ENGINEERING SVCS	17,120.00	101 4785301	17,120.00

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7405388	01419	JOHNSTONE SUPPLY	ESP-REFRIGERANT	130.03	101 4631403	130.03
			LUC-THERMOSTAT REPLACEMENT	125.93	101 4633403	125.93
			ESP-TANK/TANK REGULATOR	64.54	101 4631403	64.54
			CARTRIDGE FICE REPLACEMENTS	38.00	101 4633403	38.00
				<u>358.50</u>		<u>358.50</u>
7405389	D1903	KERN MACHINERY INC-LANCASTER	NSC-KEYS(10)	93.62	101 4635207	93.62
7405390	06059	KRAZAN & ASSOCIATES, INC	CP17009-5TH E CORRIDOR IMPROV	5,125.00	210 15ST055924	5,125.00
7405391	1221	L A TIMES	SUBSCRIPTN RNWL #10011508930	59.10	101 4200206	59.10
7405392	C7873	LANCASTER AUTO MALL ASSOC	05/19-AUTO MALL SIGN EXPENSES	930.67	101 4240340	930.67
			07/19-AUTO MALL SIGN EXPENSES	930.67	101 4240340	930.67
				<u>1,861.34</u>		<u>1,861.34</u>
7405393	01201	LANCASTER CHAMBER OF COMMERCIAL	IRM/MC-INSTALLATION TICKETS(2)	110.00	101 4100202	110.00
7405394	1203	LANCASTER PLUMBING SUPPLY	MOAH-FAUCET REPLACEMENT	87.78	101 4633403	87.78
7405395	D1736	LEVEL 3 COMMUNICATIONS LLC	06/19-INTERNET/DATA-#50041351	4,209.02	101 4315651	4,209.02
7405396	02080	LIBERTY EXPRESS INC	DELIVERY SERVICES	45.00	101 4220301	45.00
			DELIVERY SERVICES	17.00	101 4220301	17.00
				<u>62.00</u>		<u>62.00</u>
7405397	07126	MAILFINANCE INC.	05/01-07/31/19 LEASE PAYMENT	965.40	101 4600211	965.40
7405398	C3715	LEXISNEXIS MATTHEW BENDER	CA PUBLIC SECTOR EMPLOY REL#9	448.20	101 4230206	448.20
7405399	09568	MCCALL, JOY	RFND-SEWING CLASS REGISTRATION	56.00	101 2182001	56.00
7405400	09571	MCDONALD, GARY	BOOT/PANT REIMB ALLOWANCE	500.00	203 4785220	500.00
7405401	02270	MELDON GLASS	MOAH-DOOR REPAIR	305.00	101 4653402	305.00
7405402	06966	MICHAEL BAKER INT'L INC	CP20001-PVMNT MNGMNT PRGRM	19,599.50	211 12ST040924	19,599.50
7405403	01184	MONTE VISTA CAR WASH	CAR WASHES(15)	248.00	101 4200207	16.00
					101 4410207	16.00
					101 4545207	17.00
					101 4545207	17.00
					101 4633207	17.00
					101 4761207	17.00
					101 4761207	17.00
					101 4770207	16.00
					101 4783207	17.00
					101 4783207	17.00
					101 4800207	16.00
					101 4800207	16.00
					203 4752207	17.00

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					480 4755207	16.00
					486 4250207	16.00
				248.00		248.00
7405404	D1878	MURPHY & EVERTZ, ATTYS AT LAW	06/19-LEGAL SRVCS-GENERAL	510.00	101 4100303	510.00
7405405	D2634	O'REAR, JEFFREY R	07/18-PRODUCTION SERVICES	400.00	101 4649225	400.00
7405406	07540	OFFICETEAM	NT-HR STAFF-06/03-07/19	1,669.80	101 4220301	1,669.80
7405407	C3052	OXFORD INN AND SUITES	MOAH-LDG-PETROVIC-06/30-07/03	436.80	101 4651251	436.80
7405408	05741	P P G ARCHITECTURAL FINISHES	NSC-FIELD PAINT	1,060.62	101 4635404	1,060.62
7405409	06984	PACIFIC DESIGN & INTEGRATION	HD UPGRADE AUDIO TROUBLESHOOTING 06/19-BROADCAST MTNG SERVICES	2,422.22 800.49 5,181.00	101 4305296 101 4305296 101 4305296	2,422.22 800.49 5,181.00
				8,403.71		8,403.71
7405410	05916	PASTPERFECT SOFTWARE INC	06/30/19-06/29/20-SFTWRE SPPRT	540.00	101 4315302	540.00
7405411	D3498	PATANANAN, JUSTIN	JP-PR DM-SAN DIEGO-07/08-12/19	288.00	101 4315256	288.00
7405412	05998	PAVING THE WAY FOUNDATION	CMMNTY SPPRT/GOOD CTZNSHP PRGM CMMNTY SPPRT/GOOD CTZNSHP PRGM	450.00 1,776.00	101 4820301 101 4820301	450.00 1,776.00
				2,226.00		2,226.00
7405413	08051	PEDRINI, BARBARA	05/19 AM EXERCISE INSTRUCTION	35.00	101 4643308	35.00
7405414	1612	PETRO LOCK	UNLEADED(4956)/DIESEL(2462)	24,778.19	101 1620000	24,778.19
7405415	09566	PROJECT X GARMENTS & GRAPHICS	GRAY TEES(21) NEON TEES(21)	517.39 517.39	101 4100261 101 4100261	517.39 517.39
				1,034.78		1,034.78
7405416	09258	RING LLC	RING PROMO CODES REDEEMED	29,050.00	101 4200301	29,050.00
7405417	D3947	S G A CLEANING SERVICES	PAC-COUNTER REMOVAL NSC-WELDING REPAIRS	985.00 365.00	101 4650402 101 4635404	985.00 365.00
				1,350.00		1,350.00
7405418	A8260	SAGE STAFFING	SO-PUBLIC SFTY STFF-06/24-30/19	814.68	101 4820308	814.68
7405419	1919	SAV-ON FENCE COMPANY	OMP-HOG RINGS	16.02	101 4634404	16.02
7405420	06664	SEA SUPPLY	NSC-JANITORIAL SUPPLIES NSC-JANITORIAL SUPPLIES	429.97 89.48	101 4635406 101 4635406	429.97 89.48
				519.45		519.45
7405421	08790	SECURE TASK	MTNC YD-06/19-SECURITY PATROL	5,079.00	207 4752301	5,079.00
7405422	01816	SMITH PIPE & SUPPLY INC	NSC-IRRIGATION SUPPLIES	365.28	101 4635404	365.28

City of Lancaster Check Register



From Check No.: 7404982 - To Check No.: 7405443

From Check Date: 06/30/19 - To Check Date: 07/20/19

Printed: 7/23/2019 14:18

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
			LMS-IRRIGATION SUPPLIES	251.48	101 4634404	251.48
			OMP-IRRIGATION SUPPLIES	339.96	101 4634404	339.96
			NSC-IRRIGATIONS SUPPLIES	84.99	101 4635404	84.99
			LUC-IRRIGATION SUPPLIES	100.89	101 4633404	100.89
			TBP-IRRIGATION SUPPLIES	84.16	101 4631404	84.16
			POP-UPS(75)	92.42	101 4634404	92.42
			STP-IRRIGATION SUPPLIES	245.29	101 4631404	245.29
			STP-IRRIGATION SUPPLIES	330.78	101 4631404	330.78
			LUC-IRRIGATION REPAIRS	123.84	101 4633404	123.84
			LMD-PLASTIC VALVES	1,459.42	203 4636404	1,459.42
			IRRIGATION SUPPLIES	1,581.21	203 4636404	1,581.21
			LUC-IRRIGATION SUPPLIES	452.61	101 4633404	452.61
				<u>5,512.33</u>		<u>5,512.33</u>
7405423	C5522	THOMSON REUTERS-WEST PMT CENT	06/19-INFORMATION CHARGES	543.33	101 4230301	543.33
			LIBRARY PLAN-06/05/19-07/04/19	26.28	101 4230301	26.28
				<u>569.61</u>		<u>569.61</u>
7405424	04239	TIM WELLS MOBILE TIRE SERVICE	BALANCE/MNT/DSMNT-EQ3412	64.00	203 4752207	64.00
			SVC CALL/RPR-EQ3783	165.64	203 4752207	165.64
			SVC CALL/TIRE-EQ3747	254.38	484 4752207	254.38
				<u>484.02</u>		<u>484.02</u>
7405425	D1594	TOUCHPOINT ENERGIZED COMM	07/19-E NEWSLETTER SVC	180.00	101 4305302	180.00
			06/19-MAYORS EMAIL BROADCAST	2,500.00	101 4100205	2,500.00
				<u>2,680.00</u>		<u>2,680.00</u>
7405426	D3099	TPX COMMUNICATIONS	07/19-TELEPHONE SERVICE	10,961.78	101 4315651	10,711.78
					490 4250651	250.00
				<u>10,961.78</u>		<u>10,961.78</u>
7405427	D4202	U S BANK	06/19-05/20 ADMIN FEES	1,500.00	830 4300301	1,500.00
			06/19-05/20 ADMIN FEES	1,500.00	830 4300301	1,500.00
			06/19-05/20 ADMIN FEES	1,500.00	830 4300301	1,500.00
				<u>4,500.00</u>		<u>4,500.00</u>
7405428	05551	UNITED SITE SRVCS OF CA,SO DIV	MLS-FENCE RENTL-06/20-07/17/19	19.72	101 4633602	19.72
7405429	31009	UNIVERSAL ELECTRONIC ALARMS	NSC-07/19-SECURITY ALARM	37.00	101 4635301	37.00
			NSC-07/19-FIRE ALARM	56.00	101 4635301	56.00
			TBP-07/19-SECURITY ALARM	27.00	101 4631402	27.00
			NSC-07/19-SECURITY ALARM	27.00	101 4635301	27.00
				<u>147.00</u>		<u>147.00</u>
7405430	04496	VULCAN MATERIAL WESTERN DIV	COLD MIX	123.74	203 4752410	123.74
7405431	05087	WALSMA OIL COMPANY	UNLEADED(5412)/DIESEL(2387)	21,517.79	101 1620000	21,517.79
7405432	31026	WAXIE SANITARY SUPPLY	NSC-JANITORIAL SUPPLIES	1,113.86	101 4635406	1,113.86
			OMP-JANITORIAL SUPPLIES	989.40	207 4634406	989.40
			JANITORIAL SUPPLIES	1,753.23	101 4650406	1,753.23
			JANITORIAL SUPPLIES	842.15	101 4633406	842.15

City of Lancaster Check Register



From Check No.: 7404982 - To Check No.: 7405443

From Check Date: 06/30/19 - To Check Date: 07/20/19

Printed: 7/23/2019 14:18

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
				4,698.64		4,698.64
7405433	03527	L A CO FIRE DEPT	FIRE IMPCT FEE-FY18/19 4TH QTR	135,117.69	101 2174000	141,884.55
					101 3501100	344.60
					101 3614100	(7,111.46)
				135,117.69		135,117.69
7405434	03154	SO CA EDISON	06/01/16-07/01/19 ELECTRIC SVC	133,861.91	483 4785660	133,861.91
7405435	C9589	U S BANK CORP PAYMENT SYSTEMS	07/10/19-CALCARD STATEMENT	79,356.06	101 2601000	79,356.06
7405436	02357	A V TRANSIT AUTHORITY	1ST QTR BILLING-FY20	374,668.00	207 4430301	374,668.00
			SENIOR ANNUAL PASS-04/19-06/19	20,250.00	204 4430770	10,125.00
					207 4430301	10,125.00
				394,918.00		394,918.00
7405437	06344	AERO VIEW LLC	06/19-LEAPS SERVICES	89,991.00	101 4820301	89,991.00
7405438	D3340	ENERGY RESOURCES/CNSRVTN DEVL	PRINCIPAL/INT-LOAN #006-10-ECD	67,698.76	101 4430603	67,698.76
7405439	09160	ST. FRANCIS ELECTRIC, LLC	04/19-STREET LIGHTING MTNC	11,844.00	483 4785461	11,844.00
			04/19-STREET LIGHTING MTNC	39,600.00	483 4785660	39,600.00
			04/19-STREET LIGHTING MTNC	80.83	483 4785660	80.83
			04/19-STREET LIGHTING MTNC	536.00	483 4785460	536.00
			04/19-STREET LIGHTING MTNC	536.00	483 4785460	536.00
			04/19-STREET LIGHTING MTNC	402.00	483 4785460	402.00
			04/19-STREET LIGHTING MTNC	670.00	483 4785460	670.00
			04/19-STREET LIGHTING MTNC	804.00	483 4785460	804.00
			02/19-TRAFFIC SIGNAL MTNC	11,844.00	483 4785461	11,844.00
			05/19-TRAFFIC SIGNAL MTNC	8,771.00	483 4785461	8,771.00
			05/19-STREET LIGHTING MTNC	39,600.00	483 4785660	39,600.00
			05/19-STREET LIGHTING MTNC	670.00	483 4785460	670.00
			05/19-STREET LIGHTING MTNC	603.00	483 4785460	603.00
			05/19-STREET LIGHTING MTNC	871.00	483 4785460	871.00
			05/19-STREET LIGHTING MTNC	603.00	483 4785460	603.00
			05/19-STREET LIGHTING MTNC	134.00	483 4785660	134.00
			STREET LIGHT INSTALLATION	12,710.00	483 4785460	12,710.00
				130,278.83		130,278.83
7405440	1916	STRADLING,YOCCA,CARLSON,RAUTH	03/19-LEGAL SERVICES	65,942.39	101 4100303	202.30
					101 4100303	433.50
					101 4100303	711.00
					101 4100303	1,021.80
					101 4100303	1,156.00
					101 4100303	1,242.70
					101 4100303	2,572.10
					101 4100303	7,889.10
					101 4100303	8,343.00
					101 4100303	9,627.75
					101 4100303	31,558.24
					490 4250303	173.40

City of Lancaster Check Register



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			04/19-LEGAL SERVICES	97,285.59	491 4250303	1,011.50
					101 4100303	57.80
					101 4100303	1,097.81
					101 4100303	1,127.10
					101 4100303	1,358.30
					101 4100303	1,703.70
					101 4100303	2,397.59
					101 4100303	2,572.40
					101 4100303	3,257.10
					101 4100303	3,294.60
					101 4100303	3,600.10
					101 4100303	3,776.80
					101 4100303	8,343.00
					101 4100303	22,264.89
					101 4100303	40,731.98
					491 4250303	809.20
					811 4100303	80.20
					830 4300303	36.02
					991 4240303	777.00
				<u>163,227.98</u>		<u>163,227.98</u>
7405441	08177	TEKWERKS	BLVD-SECURITY CAMERAS	63,532.23	101 4200402	63,532.23
7405442	2003	TIP TOP ARBORISTS, INC	06/19-TREE TRIMMINGS/REMOVALS	73,302.50	203 4636267	73,302.50
7405443	05834	VENCO WESTERN, INC	06/19-MAINTENANCE SERVICES	24,549.59	203 4636264	24,549.59
			06/19-MAINTENANCE SERVICES	43,650.60	482 4636402	43,650.60
			06/19-LBP-LANDSCAPE MTNC	3,626.23	482 4636401	3,626.23
			06/19-LMD IRRIGATION REPAIRS	1,768.70	203 4636404	1,768.70
			06/19-LMD IRRIGATION REPAIRS	1,999.62	203 4636404	1,999.62
			06/19-LMD IRRIGATION REPAIRS	438.12	203 4636404	438.12
				<u>76,032.86</u>		<u>76,032.86</u>

Chk Count 360

Check Report Total 4,596,686.20

City of Lancaster Check Register



From Check No.: 101010399 - To Check No.: 101010418

From Check Date: 06/30/19 - To Check Date: 07/20/19

Printed: 7/23/2019 14:10

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
101010399	06438	CALPERS CERBT (OPEB)	FY19/20 CERBT PAY GO/PREFUNDNG	2,284,000.00	109 4430124	2,284,000.00
101010400	07280	MARIN CLEAN ENERGY	09/19-CCEA-RA	13,110.00	491 4250001E	13,110.00
101010401	A7515	U S BANK	DEBT SVCS DUE-FY 19/20	12,555,597.00	991 4240978	1,247,563.00
					991 4240978	1,522,431.00
					991 4240978	4,651,709.00
					991 4240978	5,133,894.00
				<u>12,555,597.00</u>		<u>12,555,597.00</u>
101010402	C9785	THE BANK OF NEW YORK MELLON	HUD SECTION 108 DEBT SRVC PMTS	217,980.30	361 4342908	30,495.00
					361 4342908	93,485.10
					361 4342908	94,000.20
				<u>217,980.30</u>		<u>217,980.30</u>
101010403	00370	CITY OF LANCASTER/PETTY CASH	PETTY CASH DRAW	1,159.00	101 1020000	1,159.00
101010404	09046	SAN GORGONIO FARMS INC	06/19-ENRGY CPCTY-FNL CRDT	44,190.00	491 4250004E	44,190.00
101010405	04867	CITY OF LANCASTER-PARKS	PETTY CASH-TOURNAMENT	3,500.00	101 1020004	3,500.00
101010406	D2990	SO CA GAS COMPANY	HNR-1 ABANDON 3 NTRL GAS MNLNE	38,623.31	306 4240919I	38,623.31
101010407	09509	ADP, LLC	ADP FEES ADJUSTMENT-05/30/19	(539.77)	101 4220301	(539.77)
			ADP FEES-PE06/17/19-06/28/19	2,105.16	101 4220301	2,105.16
				<u>1,565.39</u>		<u>1,565.39</u>
101010408	09509	ADP, LLC	ADP FEES-PE 06/22/19-07/05/19	688.27	101 4220301	688.27
			ADP FEES-PE 06/30/19-07/05/19	36.00	101 4220301	36.00
				<u>724.27</u>		<u>724.27</u>
101010409	05987	THE VISITORS BUREAU-LANCASTER	05/19 TBID FEES	41,548.23	101 2501000	41,548.23
101010410	06681	PACIFIC ENERGY ADVISORS, INC	06/19-PH2 BALDWIN PK IMP SVCS	7,145.92	491 4250007I	7,145.92
			06/19-PH2 HANFORD IMP SVCS	6,256.36	491 4250008I	6,256.36
			06/19-PH2 COMMERCE IMP SVCS	6,561.96	491 4250010I	6,561.96
			06/19-PH2 PALMDALE IMP SVCS	6,650.32	491 4250005I	6,650.32
			06/19-PH2 POMONA IMP SVCS	6,561.96	491 4250009I	6,561.96
			06/19-AVCE PROFESSIONAL SVCS	16,482.36	491 4250013P	16,482.36
			06/19-LCE PROFESSIONAL SVCS	16,000.00	491 4250003P	16,000.00
			06/19-PRIME PROFESSIONAL SVCS	17,153.26	491 4250002P	17,153.26
			06/19-RMEA PROFESSIONAL SVCS	16,000.00	491 4250004P	16,000.00
			06/19-SJP PROFESSIONAL SVCS	16,000.00	491 4250001P	16,000.00
				<u>114,812.14</u>		<u>114,812.14</u>
101010411	08087	THE BAYSHORE CONSULTING GROUP	06/19-CCEA-ADMIN & MGMT SCVS	39,513.97	491 4250301	39,513.97
			06/19-CCEA-AVCE SUPPORT	2,500.00	491 4250013P	2,500.00

City of Lancaster Check Register



From Check No.: 101010399 - To Check No.: 101010418

Printed: 7/23/2019 14:10

From Check Date: 06/30/19 - To Check Date: 07/20/19

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
			06/19-BALDWIN PK IMP SVCS	6,068.90	491 4250007I	6,068.90
			06/19-COMMERCE IMP SVCS	6,105.44	491 4250010I	6,105.44
			06/19-POMONA IMP SVCS	6,105.44	491 4250009I	6,105.44
			06/19-HANFORD IMP SVCS	6,204.16	491 4250008I	6,204.16
			06/19-PALMDALE IMP SVCS	6,049.42	491 4250005I	6,049.42
			06/19-CCEA-RMEA SUPPORT	2,585.26	491 4250004P	2,585.26
			06/19-CCEA-SJP SUPPORT	2,585.26	491 4250001P	2,585.26
			06/19-CCEA-PRIME SUPPORT	2,572.44	491 4250002P	2,572.44
				<u>80,290.29</u>		<u>80,290.29</u>
101010412	07101	CALPINE ENERGY SOLUTIONS LLC	06/19-RESOURCE ADEQUACY PRCRD	24,750.00	490 4250653	24,750.00
101010413	07732	3 PHASES RENEWABLES INC	LCE-06/19-RESOURCE CAPACITY	120,000.00	490 4250653	120,000.00
101010414	09015	POWEREX CORP	06/19-CARBON FREE ENERGY	51,922.80	490 4370653	51,922.80
101010415	09255	TGP ENERGY MANAGEMENT LLC	06/19-ENERGY PROCUREMENT	19,582.00	490 4250653	19,582.00
101010416	09449	MORGAN STANLEY CAPITAL GRP INC	LCE-06/19-RESOURCE CAPACITY	63,000.00	490 4250653	63,000.00
101010417	08688	HIGH DESERT POWER PROJECT, LLC	07/19-ENERGY PROCUREMENT	400,000.00	490 4250653	400,000.00
101010418	09509	ADP, LLC	ADP FEES-PE 07/06/19-07/19/19	642.73	101 4220301	642.73
Chk Count	<u>20</u>			Check Report Total	<u>16,076,997.46</u>	

STAFF REPORT
City of Lancaster

CC 3
08/13/19
JC

Date: August 13, 2019

To: Mayor Parris and City Council Members

From: Jeff Hogan, Development Services Director

Subject: **Public Works Construction Project No. 16-001**
North County ITS Expansion and Traffic Signal System Modernization

Recommendation:

Accept **Public Works Construction Project No. 16-001**, North County ITS Expansion and Traffic Signal System Modernization, constructed by Crosstown Electrical and Data, Inc., of Irwindale, California, and direct the City Clerk to file the Notice of Completion for the project. Retention on this project will be disbursed in accordance with California Public Contract Code.

Fiscal Impact:

\$2,478,401.04; this project was awarded in the amount of \$2,241,410.00. There were two change orders totaling \$236,991.04 issued on the project, bringing the total cost to \$2,478,401.04. Sufficient funds are available in Capital Improvements Budget Account No.'s 217-11TS001, 321-11TS001, 217-16TS028, and 321-16TS028.

Background:

On December 12, 2017, City Council awarded Public Works Construction Project No. 16-001, North County ITS Expansion and Traffic Signal System Modernization Project. The Traffic Signal System Modernization project replaced 28 miles of copper cable with fiber optic cable in the existing conduits, installed new Ethernet switches in existing controller cabinets at 147 signalized intersections, updated existing fiber backbone equipment, installed equipment to view images remotely through existing video detection at 54 signalized intersections, and installed wireless communication to 18 remote signalized intersections. The project boundaries are from Avenue H to Avenue N, and 70th Street West to 30th Street East. The project reduces travel times and increases level of service by providing real-time data, allowing for reduced cycle lengths at signalized intersections.

The North County ITS Expansion project upgraded the Lancaster Central Traffic Control Management, and provided connectivity to the LA County Information Exchange Network (IEN). The upgrades included: installation of new and/or upgrading traffic signal controllers, and installation of new, upgraded communications equipment.

Construction of the project has been completed to the satisfaction of the Development Services Director. The project was completed on December 1, 2018, which was within the time permitted in the contract. The construction quantities and the amount of payment have been approved by the Contractor and the Development Services Director.

MCL:jr:gb

Attachment:
Notice of Completion

RECORDING REQUESTED BY:

CITY OF LANCASTER

WHEN RECORDED MAIL TO:

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

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

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

NOTICE IS HEREBY GIVEN:

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

**Public Works Construction Project No. 16-001
North County ITS Expansion and Traffic Signal System Modernization**

2. The address of said owner is: City of Lancaster 44933 North Fern Avenue, Lancaster, California 93534.
3. The location of said public improvement is as follows: Avenue H to Avenue N, from 70th Street West to 30th Street East, Lancaster CA 93534. See Exhibit "A" attached hereto and made a part hereof.
4. On December 12, 2017, City Council awarded Public Works Construction Project No. 16-001 – North County ITS Expansion and Traffic Signal System Modernization, to Crosstown Electrical and Data, Inc. This project included the replacement of 28 miles of copper cable with fiber optic cable, and upgrading the Lancaster Central Traffic Control Management to provide connection to LA County Information Exchange Network (IEN)
5. The work was completed on December 13, 2018, by said company according to the plans and specifications and to the satisfaction of the Development Services Director, and was accepted by the City on August 13, 2019. That upon said contract Fidelity and Deposit Company of Maryland was surety for the bond given by the said company as required by law.

ATTEST:

DATED this ____ day of _____, 20____

CITY OF LANCASTER

RONDA PEREZ
Acting City Clerk
City of Lancaster

BY: _____
JEFF HOGAN
Development Services Director

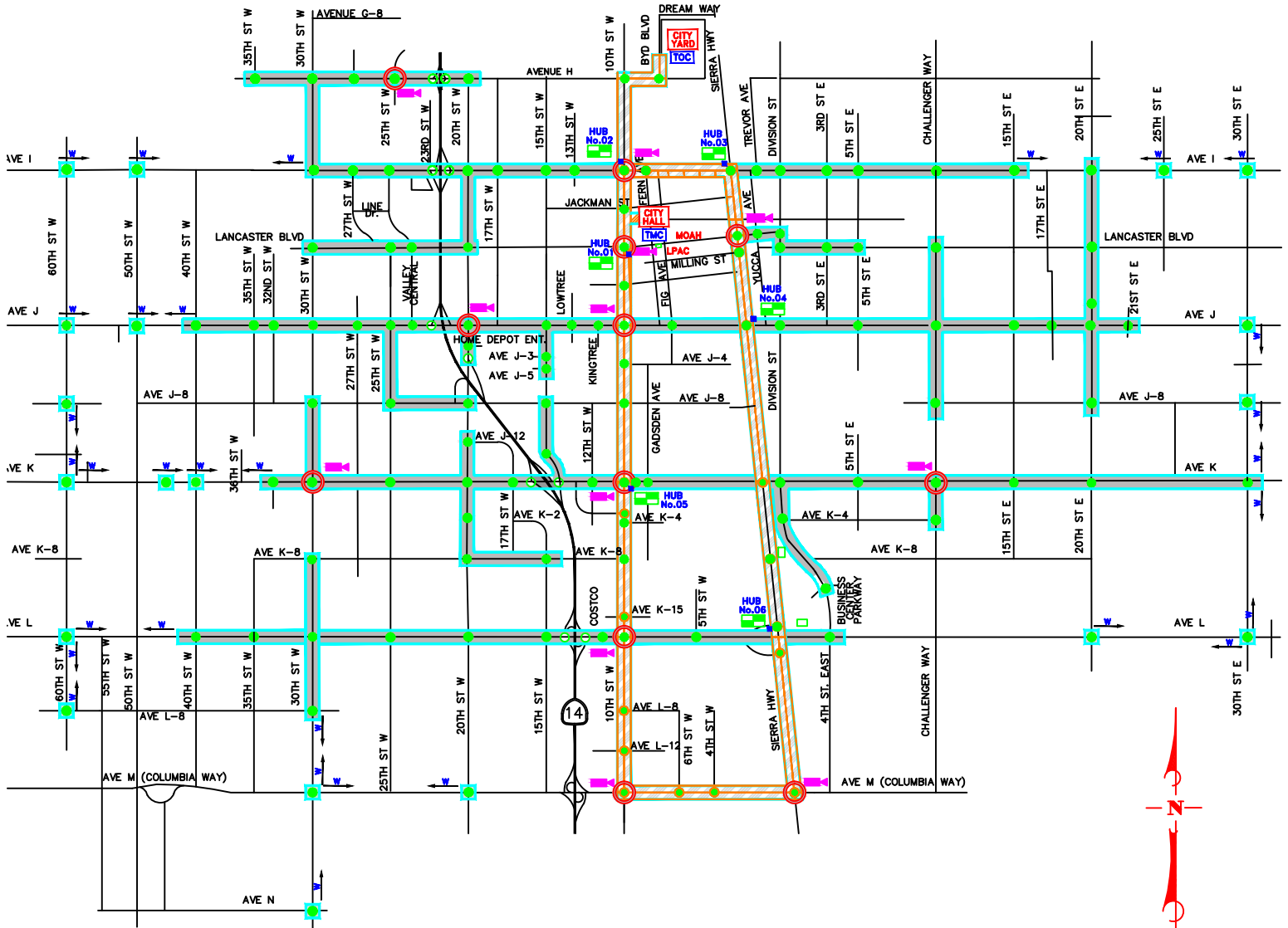
I certify (or declare) under penalty of perjury that the foregoing is true and correct.

DATE

SIGNATURE

PLACE OF EXECUTION

CITY OF LANCASTER PWCP 16-001 NORTH COUNTY ITS EXPANSION AND TRAFFIC SIGNAL SYSTEM MODERNIZATION



LEGEND:

- PROJECT LOCATION -  NORTH COUNTY ITS EXPANSION
-  TRAFFIC SIGNAL SYSTEM MODERNIZATION

VICINITY MAP
N.T.S.

STAFF REPORT
City of Lancaster

CC 4
08/13/19
JC

Date: August 13, 2019

To: Mayor Parris and City Council Members

From: Chenin Dow, Assistant to the City Manager

Subject: **First Amendment to Reimbursement Agreement with BLVD Renewal, LP**

Recommendations:

- a. Approve an amendment to the reimbursement agreement with BLVD Renewal, LP to allow for inclusion of a water line as part of the agreement’s scope of work, with no increased cost to the City; and authorize the City Manager, or his designee, to execute all related documents.
- b. Appropriate \$250,000 from General Fund’s fund balance to Capital Improvement Project (CIP) account number 101-15ST068-924, and return \$250,000 in Measure M funding from CIP account number 211-15ST068-924 to fund balance.

Fiscal Impact:

There are no new costs beyond the amount previously approved. The original reimbursement amount of \$1,050,000 will remain. The appropriation of \$250,000 in General Fund monies, and removal of \$250,000 in Measure M monies, is due to the change in type of work to be reimbursed.

Background:

In 2010, the City of Lancaster completed construction on “The BLVD Transformation Project,” a comprehensive initiative to revitalize the City’s downtown core. Since then, more than 60 new businesses have chosen to call the downtown district home. The BLVD has drawn well over \$130 million in private investment, and more than 200,000 square feet of commercial space has been constructed or rehabilitated.

Today, the BLVD continues to evolve and adapt to residents’ wishes and needs. Recent additions include a Regency Theatres, which has purchased and renovated BLVD Cinemas; Don Sal, an upscale Mexican cantina; Buckle & Boots, a country western bar; and more.

Each of these uses is in keeping with the City’s target tenant mix, which envisions the downtown area as an increasingly vibrant, thriving urban core rich in entertainment and dining options. A key component of this long-term vision is the addition of an upscale hotel.

InSite Development, long-standing partners in the effort to revitalize and continuously refresh the BLVD, are working to bring a 105-room Marriott Residence Inn to the heart of the downtown area.

The Marriott will join the existing Homewood Suites and Springhill Suites as one of three hotels in Lancaster classified as “upscale” by Smith Travel Reports (STR), long recognized as a beacon in the industry. The proposed hotel will also provide the highest level of density of any hotel in the Antelope Valley. Recent analyses by independent fiscal resiliency firm Urban 3 have illustrated that high-density development, particularly in the urban core, yields significantly greater value to the community over the long term. In addition, travelers attracted by the hotel will further contribute to Lancaster’s economy via spending at restaurants and other local businesses.

In May 2018, the Council took action to support development of the hotel by entering into a reimbursement agreement to provide high-quality improvements to the public realm. These will include street improvements, sidewalks, and landscaping in keeping with the BLVD theme, as well as storm drainage improvements to alleviate the flooding on Kildare that typically results from heavy rains.

The proposed amendment would allow for the addition of a new water line to the original scope of work for the reimbursement agreement. Value engineering has enabled InSite to incorporate this element within the original reimbursement agreement amount of \$1,050,000; thus, this new amenity would be installed at no additional cost to the City. The water line will facilitate construction of the hotel while also laying the groundwork for additional high-quality future infill development in the vicinity.

This agreement represents an ideal opportunity for the public sector to partner with the private sector for the good of the community. Not only does the proposed Marriott Residence Inn represent the realization of a long-standing goal that will greatly enrich the heart of our City; the public improvements and the hotel alike will generate a positive impact for decades to come.

CD:te

Attachment:

First Amendment to Reimbursement Agreement with BLVD Renewal, LP

FIRST AMENDMENT TO REIMBURSEMENT AGREEMENT

THIS FIRST AMENDMENT TO REIMBURSEMENT AGREEMENT (this “Amendment”) is made and entered into as of August 13, 2019, by and between the **CITY OF LANCASTER**, a municipal corporation and charter city (the “City”), and **BLVD RENUAL, LP**, a California limited partnership (“Developer”). The City and Developer are sometimes individually referred to as a “Party” and collectively as the “Parties.”

RECITALS

A. City and Developer entered into that certain Reimbursement Agreement May 8, 2018 pertaining to the construction of an upscale Marriott Residence Inn in the heart of the City’s downtown area (the “Agreement”).

B. The Parties desire to amend the Public Improvements Scope of Development attached as Exhibit “A” to the Agreement.

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

1. Exhibit “A” to the Agreement is hereby deleted in its entirety and replaced with Exhibit “A” hereto.

2. Entire Agreement. The entire Agreement between the City and Developer is contained within the original Agreement and this Amendment thereto. All terms and conditions of the original Agreement shall remain in full force and effect unless specifically amended by the provisions of this Amendment. All capitalized terms not defined herein shall have the meaning set forth in the Agreement.

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

[Signatures begin on next page.]

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

CITY:

CITY OF LANCASTER, a California municipal corporation and charter city

By: _____

Name: Jason Caudle

Its: City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

DEVELOPER:

BLVD RENUAL, LP, a California limited partnership

By: _____

Name: Steve Eglash

Its: Managing Partner

EXHIBIT “A”

PUBLIC IMPROVEMENTS SCOPE OF DEVELOPMENT

The project will encompass the installation of street improvements, including pavement, curb, gutter, driveways, and sidewalk, along Gadsden and Kildare Avenues. It will incorporate on-street angled parking along the east side of Gadsden Avenue.

Improvements will also include pavers, landscaping, and irrigation consistent with BLVD branding along Gadsden. Corner bulb-outs and Americans with Disabilities Act (ADA) compliant ramps will be installed at the corners of Kildare and Gadsden. ADA-compliant “walk arounds” will be installed at driveway locations, as well as dual ADA curb ramps at all intersections. Above-ground utilities including but not limited to fire hydrants, junction boxes, and street lights will be placed outside the sidewalk.

Adequate drainage facilities, including box culverts or similar and any needed storm drains, will be installed to eliminate nuisance water and mitigate on- and off-site drainage. A water line of adequate size to serve the proposed development and accommodate future growth in the vicinity will be constructed.

All improvements will be in compliance with the Director’s Review No. 17-64 Conditions List issued on December 30, 2017, as well as the Downtown Specific Plan.

STAFF REPORT
City of Lancaster

CC 5
08/13/19
JC

Date: August 13, 2019

To: Mayor Parris and City Council Members

From: Chenin Dow, Assistant to the City Manager

Subject: **Fourth Amendment to Disposition & Development Agreement with BYD Energy, LLC and BYD Coach & Bus, LLC**

Recommendation:

Approve an amendment to the Disposition & Development Agreement with BYD Energy, LLC and BYD Coach & Bus, LLC to reduce the associated promissory note by \$809,290.97, the amount expended to date on public improvements; and authorize the City Manager, or his designee, to execute all related documents.

Fiscal Impact:

None

Background:

In 2013, the City entered into a Disposition & Development Agreement (DDA) with Shenzhen-based BYD to attract its electric bus manufacturing facility to Lancaster. In the DDA, BYD committed to bring a minimum of 250 new jobs to the City. In return, the City would provide \$1,450,000 in value, to be provided upon BYD's attainment of 250 jobs.

By late 2017, BYD had shattered this goal, with more than 600 employees. Eager to expand, they reached out to the City to obtain the public improvement funding. The funds were secured by a promissory note in the amount of \$1,450,000, as well as a trust deed linked to BYD real estate. Under this arrangement, BYD was required to expend the full amount to construct public improvements required for their existing 7th Street West site and a future expansion site.

BYD has completed the improvements associated with the 7th Street West site, expending a total of \$809,290.97. The proposed amendment would reduce the associated promissory note obligation by the same amount. The remaining \$640,709.10 will be spent on public improvements to support a future expansion, which is anticipated to create hundreds of additional jobs for local residents.

CD:te

Attachment:

Fourth Amendment to Disposition & Development Agreement with BYD Energy, LLC and BYD Coach & Bus, LLC

FOURTH AMENDMENT TO DISPOSITION AND DEVELOPMENT AGREEMENT

by and among the

CITY OF LANCASTER

and

BYD ENERGY LLC

and

BYD COACH & BUS LLC

FOURTH AMENDMENT TO DISPOSITION AND DEVELOPMENT AGREEMENT

This **FOURTH AMENDMENT TO DISPOSITION AND DEVELOPMENT AGREEMENT** (the “Fourth Amendment”), dated, for identification purposes only, as of August 13, 2019 (the “Fourth Amendment Date”), is entered into by and among the **CITY OF LANCASTER**, a municipal corporation (“City”), **BYD ENERGY LLC**, a California limited liability company (“BYD Energy”), and **BYD COACH & BUS, LLC**, a California limited liability company (“BYD Coach”). The City, BYD Energy, and BYD Coach are sometimes individually referred to as a “Party” and collectively as the “Parties.”

RECITALS

A. The Parties entered into that certain unrecorded agreement entitled “Disposition and Development Agreement” dated as of September 24, 2013 (the “Original DDA”), which was subsequently amended by that certain agreement entitled “First Amendment to Disposition and Development Agreement” dated as of May 10, 2016 (the “First Amendment”), that certain agreement entitled “Second Amendment to Disposition and Development Agreement” dated as of February 28, 2017 (“Second Amendment”), and that certain agreement entitled “Third Amendment to Disposition and Development Agreement” dated as of April 24, 2018 (“Third Amendment”) (the “Third Amendment”, together with the Original DDA, the First Amendment as amended thereby, and the Second Amendment as amended thereby, are referred to herein as the “Existing DDA.”)

B. In connection with implementing the Existing DDA, BYD Coach executed and delivered to City a promissory note providing for payment to the City of the sum of One Million Four Hundred Fifty Thousand Dollars (\$1,450,000.00) (the “Original Promissory Note”) or the provision of other consideration having like value as delineated in the Original Promissory Note. Payment under the Original Promissory Note was secured by that deed of trust recorded on March 13, 2018 among the official land records of the County Recorder of the County of Los Angeles (“Official Records”) as Document No. 20180239373, including without limitation the exhibits thereto (the “Original Deed of Trust”). The property encumbered by the Original Deed of Trust is referred to herein as the “Original Deed of Trust Property” or the “Released Property.”

C. BYD Coach thereafter requested that the Original Deed of Trust Property be released from the Deed of Trust in order to facilitate BYD Coach obtaining private financing for the operation and expansion of the business conducted by BYD Coach within the corporate limits of the City of Lancaster and that, concurrently, the City be provided with other real property security, which other property is delineated at Exhibit “A” to Attachment No. 2 hereto (the “Replacement Property”). The Parties additionally mutually desired to clarify certain provisions of the Original Promissory Note by means of the “Revised Promissory Note,” as set forth in Attachment No. 1 hereto.

D. The Parties desire by this Fourth Amendment to amend the Existing DDA to provide that the City agrees to and shall reimburse BYD Coach up to Eight Hundred Nine Thousand Two Hundred Ninety Dollars and Ninety Seven Cents (\$809,290.97) for BYD Coach’s monies expended on construction of certain public improvements at that certain real property located at the northwest corner of Avenue H and BYD Boulevard (formerly 7th Street West) in the City of Lancaster. The Parties mutually desire to amend the Revised Promissory Note by means of the “Second Revised Promissory Note,” to reflect the herein amendment, as further described below.

E. This Fourth Amendment is in the vital and best interest of the City of Lancaster, California, and the health, safety and welfare of its residents.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and conditions herein contained, the Parties hereto agree as follows:

1. Capitalized Terms. Except to the extent expressly defined herein, capitalized terms shall have the meanings established under the Existing DDA.

2. Execution and Delivery of Second Revised Promissory Note. BYD Coach agrees to execute and deliver to City a second revised promissory note in the form of Attachment No. 3 hereto (the "Second Revised Promissory Note").

3. Recording of the Modification. BYD Coach agrees to execute and to cause to be recorded among the Official Records the Second Modification of Deed of Trust in the form of Attachment No. 2 hereto (the "Second Modification"); City agrees to execute the Second Modification subject to the prior satisfaction of the following conditions, which conditions are for the benefit of City: (i) First American Title Insurance Company or another title insurer acceptable to City (the "Title Insurer") shall have committed to issue its ALTA lender's policy of title insurance upon receipt of the premium therefor from BYD Coach ensuring the beneficial interest of City as to the Replacement Property as a first deed of trust subject only to encumbrances or exceptions that have been approved in writing by City to the Title Insurer and based upon the amount of the Second Revised Promissory Note (\$640,709.03) (the "New Lender's Policy"); (ii) BYD Coach shall have committed to the Title Insurer to pay the premium for the New Lender's Policy; and (iii) BYD Coach shall pay all recording fees, notary fees and any other costs incurred by any of the Parties in connection with the preparation of this Fourth Amendment, the preparation and execution of the Second Modification, and the recording of the Second Modification among the Official Records.

4. Activities of City Manager. The City Manager, acting by himself or by one or more designees, is authorized and directed to take such actions as he shall deem necessary or convenient to implement the actions to be taken by City hereunder.

5. Reaffirmation of Representations and Warranties. Each of BYD Energy and BYD Coach reaffirms each and every representation and warranty as provided by BYD Energy and BYD Coach, respectively, under the Existing DDA, as of the Fourth Amendment Date as to each of the Original DDA, the First Amendment, the Second Amendment, the Third Amendment, and this Fourth Amendment. Each such representation and warranty by BYD Energy and BYD Coach under the Existing DDA or the Fourth Amendment shall be deemed to be an ongoing representation and warranty.

6. No Third Party Beneficiaries. This Fourth Amendment is made for the purpose of setting forth rights and obligations of BYD Energy, BYD Coach and City, and no other person shall have any rights hereunder or by reason hereof. There shall be no third party beneficiaries of the Existing DDA or this Fourth Amendment.

7. References within Original DDA. Wherever reference is made in the Original DDA to an obligation of BYD Coach, BYD Coach shall be deemed to be obligated to City and BYD Energy to perform thereunder and as modified by this Fourth Amendment.

8. Survival; Interpretation. The Existing DDA, as modified hereby, shall remain in full force and effect. This Fourth Amendment shall be interpreted in accordance with the laws of the State of California, and as if prepared and reviewed equally by the Parties. Where instruments are hereafter executed and delivered under the Existing DDA, they will include reference to the Existing DDA as modified by this Fourth Amendment. This Fourth Amendment may be executed in counterparts.

IN WITNESS WHEREOF, the Parties hereto have caused this Third Amendment to be executed as of the Third Amendment Date.

BYD COACH:

BYD COACH & BUS, LLC,
a California limited liability company

By: _____
Name:
Title: Senior Vice President

CITY:

CITY OF LANCASTER,
a municipal corporation

By: _____
City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

BYD ENERGY

BYD ENERGY LLC, a California limited liability
company

By: _____
Name: _____
Title: _____

ATTACHMENT NO. 1
REVISED PROMISSORY NOTE

ATTACHMENT NO. 2
SECOND MODIFICATION

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

CITY OF LANCASTER
44933 North Fern Avenue
Lancaster, California 93534
Attn: City Manager

[Space above for recorder.]
This document is exempt from the payment of a recording fee pursuant to Government Code Section Government Code Section 6103 and Revenue and Taxation Code Section 11922.

SECOND MODIFICATION AGREEMENT AMENDING DEED OF TRUST

The City of Lancaster, a California charter city and municipal corporation (“City”) and BYD Coach & Bus LLC, a California limited liability company (“Owner” or “Trustor”) previously entered into that certain unrecorded agreement entitled “Disposition and Development Agreement” dated as of September 24, 2013 (the “Original DDA”), which was subsequently amended by that certain agreement entitled “First Amendment to Disposition and Development Agreement” dated as of May 10, 2016 (the “First Amendment”), that certain agreement entitled “Second Amendment to Disposition and Development Agreement” dated as of February 28, 2017 (the “Second Amendment”), and that certain agreement entitled “Third Amendment to Disposition and Development Agreement” dated as of April 24, 2018 (the “Third Amendment”) (the “Third Amendment” and, together with the Original DDA, the First Amendment as amended thereby, and the Second Amendment as amended thereby, the “Existing DDA”). In connection with the Existing DDA, the Owner executed and delivered to City a promissory note for the original principal amount of \$1,450,000.00 (the “Original Promissory Note”); payment under the Promissory Note was secured by that certain deed of trust recorded among the

official land records of the County of Los Angeles (“Official Records”) on March 13, 2018 as Document No. 20180239373 (the “Original Deed of Trust”). City and Owner thereafter mutually agreed to amend the Original Promissory Note through the Third Amendment and, in connection therewith, Owner executed and delivered to City a promissory note for the original principal amount of \$1,450,000.00 (the “Revised Promissory Note”) dated as of April 24, 2018, a copy of which is maintained on file with City as a public record. Among other things, the Revised Promissory Note was deemed to replace the Original Promissory Note, and the legal description which appears in the Original Deed of Trust as to property was released from the effect of the Original Deed of Trust (the “Released Property”, as described therein) and was replaced by the legal description of the property which now serves as the property subject to the Modified Deed of Trust (the “Replacement Property”, as described in Exhibit “A” hereto).

City and Owner mutually determined to amend the Existing DDA in certain respects and entered into an unrecorded instrument dated as of July __, 2019 entitled “Fourth Amendment to Disposition and Development Agreement” (the “Fourth Amendment”). A copy of each of the Original DDA, the First Amendment, the Second Amendment, and the Third Amendment is on file with the City as public records. Under the Fourth Amendment: (i) Owner has executed a second revised promissory note dated as of _____, 2019 in the original principal amount of \$640,709.03 (the “Second Revised Promissory Note”), a copy of which will be maintained on file with City as a public record; and (ii) City and Owner are executing this Second Modification Agreement Amending Deed of Trust (the “Second Modification”). Upon the execution by City and Owner of this Second Modification: (a) the Second Revised Promissory Note shall be deemed to replace the Revised Promissory Note; (b) the Second Revised Promissory Note shall be secured by the Original Deed of Trust as modified by this Second Modification, with the Original Deed of Trust as modified by this Second Modification (as so modified, the “Second Modified Deed of Trust”); and (c) this Second Modification shall be recorded among the Official Records.

(Signatures on following page)

“BENEFICIARY/HOLDER”

CITY OF LANCASTER, a public body corporate
and politic

By: _____
City Manager

ATTEST:

City Clerk

“OWNER”

BYD COACH & BUS, LLC, a California limited
liability company

By: _____
Name:
Its:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, before me, _____, Notary Public,
(Print Name of Notary Public)

personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

Title(s)

Title Or Type Of Document

- Partner(s) Limited General
- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other: _____

Number Of Pages

Signer is representing:
Name Of Person(s) Or Entity(ies)

Date Of Documents

Signer(s) Other Than Named Above

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, before me, _____, Notary Public,
(Print Name of Notary Public)

personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- Individual
 Corporate Officer

Title(s)

- Partner(s) Limited General
 Attorney-In-Fact
 Trustee(s)
 Guardian/Conservator
 Other: _____

Signer is representing:
Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

Title Or Type Of Document

Number Of Pages

Date Of Documents

Signer(s) Other Than Named Above

EXHIBIT "A"

REPLACEMENT PROPERTY

PARCEL 1: (APN: 3269-011-015)

THE NORTH ONE-HALF OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 7 NORTH, RANGE 13 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF LANCASTER, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF THE SURVEY OF SAID LAND ON FILE IN THE BUREAU OF LAND MANAGEMENT.

EXCEPT THEREFROM AN UNDIVIDED ONE-HALF INTEREST IN ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND LYING BELOW A DEPTH OF 500 FEET FROM THE SURFACE THEREOF; BUT WITH NO RIGHT OF SURFACE ENTRY, AS PROVIDED IN THE DEED RECORDED APRIL 3, 1985 AS INSTRUMENT NO. 85-361671, OFFICIAL RECORDS.

PARCEL 2: (APN: 3269-011-007)

THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 7 NORTH, RANGE 13 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF LANCASTER, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND.

EXCEPT THEREFROM ALL OIL, GAS, MINERALS AND OTHER HYDROCARBONS BELOW A DEPTH OF 500 FEET, WITHOUT THE RIGHT OF SURFACE ENTRY, AS RESERVED IN DEED RECORDED FEBRUARY 22, 1989 AS INSTRUMENT NO. 89-282821, OFFICIAL RECORDS.

**CERTIFICATE OF ACCEPTANCE
(Deed of Trust)**

This is to certify that the interest in real property conveyed by that certain Deed of Trust and Assignment of Rents recorded on March 13, 2018 as Document No. 20180239372 (the “Original Deed of Trust”) as modified by the foregoing Second Modification Agreement Amending Deed of Trust, executed by BYD COACH & BUS, LLC, a California limited liability company, for the benefit of the CITY OF LANCASTER, a California charter city and municipal corporation (“City”), is hereby accepted by the undersigned officer on behalf of City, and City, as beneficiary, consents to recordation thereof by its duly authorized officer.

CITY OF LANCASTER,
a California municipal corporation and charter city

By: _____
Mark V. Bozigian
City Manager

ATTACHMENT NO. 3

SECOND REVISED PROMISSORY NOTE

\$640,709.03

Lancaster, California

For value received and hereby acknowledged, by BYD COACH & BUS, LLC, a California limited liability company (“Maker”) promises to pay to THE CITY OF LANCASTER, a California charter city and municipal corporation, or order (“Holder”), at 44933 North Fern Ave., Lancaster, California 93534, or at such other address as Holder may direct from time to time in writing the sum of Six Hundred Forty Thousand Seven Hundred Nine Dollars and Three Cents (\$640,709.03) (the “Note Amount”). All sums payable hereunder shall be payable in lawful money of the United States of America. This promissory note (the “Second Replacement Note”) is made pursuant to that certain Disposition and Development agreement dated as of September 24, 2013 and amended May 10, 2016, February 28, 2017, April 24, 2018, and August 13, 2019, between Maker and Holder (collectively, the “Agreement”). This Second Replacement Note shall be deemed to be dated as of December 18, 2017, which is the dated date of that certain deed of trust recorded among the official records of the County Recorder of the County of Los Angeles on March 13, 2018 as Document No. 20180239373 (the “Original Deed of Trust”).

1. Definitions. All terms herein shall be defined pursuant to their use and definition in the Fourth Amendment to Disposition and Development Agreement (the “Fourth Amendment”) and if not defined therein, the Agreement.

2. Interest Rate. Simple interest shall accrue upon the Note Amount at the rate of three percent (3%) per annum.

3. Payment. Principal and accrued but unpaid interest shall be due and payable on the Due Date.

4. Due Date. The balance of the Note Amount, and any accrued interest, shall be due and payable upon August 13, 2024 if not sooner satisfied pursuant to Paragraph 5, below.

5. Satisfaction of Loan. The loan evidenced hereby shall be satisfied upon satisfaction of the following:

(a) completion of all public improvements pertaining to any future BYD facility, other than the Expansion Site, located within Holder’s jurisdiction (at a validated cost to Maker of not less than \$800,000) within the earlier to occur of:

(i) eighteen (18) months from issuance of building permits pertaining to such future facility, or

(ii) five (5) years from the execution of this Second Revised Promissory Note.

6. Maker Assignment Prohibited. In no event shall Maker assign or transfer any portion of this Note without the prior express written consent of the Holder, which consent may be given or withheld in the Holder’s sole discretion.

7. Security. Payment under this Note shall be secured by the Original Deed of Trust as modified by the Second Modification Agreement Amending Deed of Trust (“Second Modification”).

8. Attorneys’ Fees and Costs. In the event that any action is instituted with respect to this Note, the non-prevailing party promises to pay such sums as a court may fix for court costs, expert witness fees and reasonable attorneys’ fees.

9. Non Waiver. Failure or delay in giving any notice required hereunder shall not constitute a waiver of any default or late payment, nor shall it change the time for any default or payment.

10. Successors Bound. This Promissory Note shall be binding upon the parties hereto and their respective heirs, successors and assigns.

11. Prepayment. Principal is prepayable on this Note at any time, without penalty.

MAKER:

BYD COACH & BUS, LLC, a California limited liability company

By: _____

Name: _____

Its: _____

STAFF REPORT
City of Lancaster

CC 6
08/13/19
JC

Date: August 13, 2019

To: Mayor Parris and City Council Members

From: Toi Chisom, Director of Administrative and Community Services

Subject: **Agreement with SHI for the City's Microsoft Enterprise Agreement**

Recommendation:

Approve a three-year agreement with SHI for the City's Microsoft Enterprise Agreement to provide the necessary licenses for Microsoft Software (e.g. Outlook and Office) functionality; and authorize the City Manager, or his designee, to sign all documents.

Fiscal Impact:

\$138,835.29 annually; sufficient funds are available in Information Technology operating expense account 101-4315-302.

Background:

The City of Lancaster utilizes Microsoft (MS) software to operate desktop computers, servers, databases, applications, and email. The contractual agreement between the City and MS, known as an Enterprise Agreement, authorizes the City to use, connect, and receive support for Windows computers, Windows servers, SQL Server, Exchange email, Systems Center and Configuration Manager, Remote Desktop, and the Microsoft Developer Network. A typical Enterprise Agreement lasts for three years, at which time the agreement is re-entered to allow the continued use and support of MS software.

For over 16 years, the City has utilized a MS Enterprise Agreement to ensure proper licensing of MS software as well as the flexibility for growth as the organization expands. Through the Enterprise Agreement, City computers are licensed to connect to Windows servers to share network resources, including storage, email, printers, as well as a centralized repository for managing user access and computer configurations. City computers are licensed to utilize Exchange email for critical business communications with residents and other stakeholders.

TC:TH

Attachment:

Agreement



Change of Direct or Large Account Reseller

By accurately completing and submitting to Microsoft this Change of Direct or Large Account Reseller (individually, the "Reseller") form, Customer is providing to Microsoft written notification of the change. Microsoft will update its records and systems according to the information Customer provides.

By signing below, Customer represents and agrees that:

- Customer has confirmed that the newly appointed Reseller is from a list of authorized Resellers to offer Microsoft Volume Licensing Products.
- This form must be sent to Microsoft no later than 10 calendar days after Customer's signature date.
- Customer must notify Microsoft and the previous Reseller in writing. Customer must notify Microsoft using this form, and no other form of notification will be considered valid. Customer may notify the previous Reseller by its own means, but such notification must be on or before the date Customer signs this form.
- All amounts due before the effective date of the change will be paid to the previous Reseller. All amounts due on or after the effective date of the change will be paid to the newly appointed Reseller.
- Customer is responsible for working out all other arrangements related to this change with both the previous Reseller and the newly appointed Reseller, and Customer is responsible for ensuring all obligations to the previous Reseller are met.
- A delay may occur in recording this change, from receipt of this notice to the date of the change, and Customer agrees to hold Microsoft harmless from any disputes arising out of any payment(s) made, or any credit issued, to an incorrect Reseller as a result of this change.
- Other sections of Customer's program documents may be affected by this change. If Customer has designated the Reseller as a contact elsewhere throughout the program documents, those designations must also be updated to reflect this change. Please contact the newly appointed Reseller to change Customer's contact details.

Customer	
Name of Entity *	City of Lancaster
Signature *	<i>Timika R. Hite</i>
Printed Name *	Timika L. Hite
Printed Title *	Sr. IT Analyst
Signature Date *	7/27/2018
Contracting Microsoft Affiliate	
Effective Date	10/25/2018

* Indicates required fields

1. What this change applies to.

Complete all that apply:

Agreement/Enrollment/Order Customer Number
57445822

2. Previous Reseller information.

Identify Customer's previous Reseller:

Reseller name*: Insight Direct USA, Inc.

3. Newly appointed Reseller information.

Identify Customer's newly appointed Reseller:

Reseller name*: SHI International Corp.

Street address*: 290 Davidson Ave

City*: Somerset State/Province: NJ Postal code*: 08873

Country*: United States

Contact name*: Last Armstrong, First Peter

Phone*: 888-764-8888 Fax:

E-mail address*: msteam@shi.com

The undersigned confirms that the Reseller information is correct.

Reseller name* SHI International Corp.
Signature* Peter, Armstrong
Printed name* Peter, Armstrong
Printed title* Contract specialist
Date* 8/6/18

Victoria DeBenedetto

From: selquest <selquest@microsoft.com>
Sent: Monday, August 06, 2018 6:43 PM
To: MSTeam
Cc: USPS BD; USPS LSSNOTIFICATIONS
Subject: 5-0000002662294_EA GOV - City of Lancaster - SLG - COCP, eAgrPhy
CRM:0054770000809

Follow Up Flag: Follow up
Flag Status: Completed

Categories: COCP

Hello,

Microsoft Corporation has processed a Change of Channel Partner (COCP) transaction for the following Commercial Operations Customer:

Customer Name: **City of Lancaster**

Document Type: **Change of Direct Or Large Account Reseller**

Agreement Number: **57445822**

Effective Date of COCP: **10/25/2018**

The purpose of this communication is to notify you that as of **10/25/2018** , **SHI International Corp.** has been named the new Channel Partner for the above agreement.

Please be advised that we will be closing this request shortly and this will be the final correspondence you will receive regarding case **5-0000002662294**.

If you have any additional questions, or you feel that this request was not resolved to your satisfaction, please reply to this e-mail within the next business day, and we will address the issue.

Microsoft Operations care about improving your experience with us. Would you like to rate how we supported your request? Please take a one minute survey below and share your thoughts:

How did I do?

Please click the face that matches how you feel about my service today:



Thank you for your time. Your feedback is important to us!

According to our records, your request has been resolved. As a result, we have closed this service request. If you have any additional questions or you feel that this request was not resolved to your satisfaction, please use the below URL to reactivate the case.

<https://cosmiccasereactivationpp.azurewebsites.net/Home/Index?id=a05ffdba-a199-e811-810a-3863bb2ed230>

Microsoft Operations now offers a simple tool for Single Sign-On access to all the systems and tools you use to do business with Microsoft. Click [here](#) to learn more.

Thank you,

VL

Please note – Any prices shown are estimates and are subject to change during processing. They include partner discounts but exclude any additional discounts. Further discounts / adjustments, if applicable, may be applied by Microsoft during processing.

Program Signature Form

MBA/MBSA number

Agreement number

01E73134

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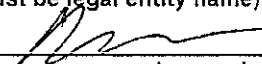
Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

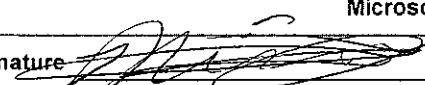
This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.


Contract Document	Number or Code
Enterprise Enrollment (Indirect)	X20-12057
Product Selection Form	0466133.001_PSF

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer	
Name of Entity (must be legal entity name)*	City of Lancaster
Signature*	
Printed First and Last Name*	Mark V. Bozigian
Printed Title	City Manager
Signature Date*	06/01/2016
Tax ID	95-3213004

* indicates required field

Microsoft Affiliate	
Microsoft Corporation	
Signature	
Printed First and Last Name	
Printed Title	
Signature Date (date Microsoft Affiliate countersigns)	
Agreement Effective Date (may be different than Microsoft's signature date)	6/1/2016


Microsoft
 Microsoft Corporation
JUN 08 2016
Priya Kapil
 Duly Authorized on behalf of
 Microsoft Corporation

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer	
Name of Entity (must be legal entity name)*	
Signature*	_____
Printed First and Last Name*	_____
Printed Title	
Signature Date*	

* indicates required field

Outsourcer	
Name of Entity (must be legal entity name)*	
Signature*	_____
Printed First and Last Name*	_____
Printed Title	
Signature Date*	

* indicates required field

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
Dept. 551, Volume Licensing
6100 Neil Road, Suite 210
Reno, Nevada 89511-1137
USA

Enterprise Enrollment

State and Local

Enterprise Enrollment number
(Microsoft to complete)

57445822

Framework ID
(if applicable)Previous Enrollment number
(Reseller to complete)

6275932

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) any supplemental contact information form or Previous Agreement/Enrollment form that may be required, (5) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at <http://www.microsoft.com/licensing/contracts>. In the event of any conflict the terms of this Agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. If the Enrollment is renewed, the renewal term will expire 36 full calendar months after the effective date of the renewal term. Any reference in this Enrollment to "day" will be a calendar day.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

"Additional Product" means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

"Community" means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer's regulatory requirements. Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district,

or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally-recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Terms. The Use Rights for Online Services are published in the Online Services Terms.

"Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

2. Order requirements.

- a. **Minimum Order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.
 - (i) **Enterprise Commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).
 - (ii) **Enterprise Online Services only.** If no Enterprise Product is ordered, , then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.
- b. **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products and Services.
- c. **Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.
- d. **Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
- e. **Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.
- f. **Adding Products.**
 - (i) **Adding new Products not previously ordered.** New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.
 - (ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered

prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.

- g. True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.
- (i) Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.
 - (ii) Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.
 - (iii) Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may reserve the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses in excess of existing orders to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retroactively to the month in which they were reserved.
 - (iv) Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:
 - 1)** For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.
 - 2)** For Enterprise Online Services that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as the initial order minimum requirements are maintained.
 - 3)** For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.
 - (v) Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative.
 - (vi) True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

- (vii) **Late true-up order.** If the true-up order or update statement is not received when due:
 - 1) Microsoft will invoice Reseller for all Reserved Licenses not previously ordered and
 - 2) Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).
- h. **Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:
 - (i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.
 - (ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.
- i. **Clerical errors.** Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.
- j. **Verifying compliance.** Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

3. Pricing.

- a. **Price Levels.** For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.
- b. **Setting Prices.** Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service will be fixed throughout the applicable initial or renewal Enrollment term. Price levels and Microsoft's prices to Resellers are reestablished at the beginning of the renewal term. However, if Enrolled Affiliate qualifies for a different price level during the applicable initial or renewal term, Microsoft may at its discretion establish a new price level for future new orders either upon Enrolled Affiliate's request or on its own initiative. Any changes will be based upon price level rules in the Product Selection Form.

4. Payment terms.

For the initial or renewal order, Enrolled Affiliate may pay upfront or elect to spread its payments over the applicable Enrollment term. If an upfront payment is elected, Microsoft will invoice Enrolled Affiliate's Reseller in full upon acceptance of this Enrollment. If spread payments are elected, unless indicated otherwise, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and on each Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

5. End of Enrollment term and termination.

- a. **General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.
- b. **Renewal Option.** At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing the Enrollment for one additional 36 full calendar month term or signing

a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. The renewal term will start on the day following the Expiration Date. Microsoft will not unreasonably reject any renewal. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.

c. If Enrolled Affiliate elects not to renew.

(i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.

(ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.

1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term feature that allows Online Services to continue month-to-month ("Extended Term") is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price for Enrolled Affiliate's price level as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate does want an Extended Term, Reseller must submit a request to Microsoft. Microsoft must receive the request not less than 30 days prior to the Expiration Date.

2) **Cancellation during Extended Term.** If Enrolled Affiliate has opted for the Extended Term and later determines not to continue with the Extended Term, Reseller must submit a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received the notice.

(iii) **Subscription Licenses and Online Services not eligible for an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.

d. **Termination for cause.** Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.

e. **Early termination.** Any Early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. Government Community Cloud.

a. **Community requirements.** If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community

members may use Government Community Cloud Services.

- b. All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.
- c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.
- d. **Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:
 - (i) Government Community Cloud Services will be offered only within the United States.
 - (ii) Additional European Terms, as set forth in the Use Rights, will not apply.
 - (iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

Enrollment Details

1. Enrolled Affiliate's Enterprise.

- a. Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:
- Enrolled Affiliate only
 - Enrolled Affiliate and all Affiliates
 - Enrolled Affiliate and the following Affiliate(s) (Only identify specific affiliates to be included if fewer than all Affiliates are to be included in the Enterprise):

 - Enrolled Affiliate and all Affiliates, with following Affiliate(s) excluded:
- b. Please indicate whether the Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment: Include future Affiliates

2. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://www.microsoft.com/licensing/servicecenter>.

- a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

Name of entity (must be legal entity name)* City of Lancaster

Contact name* First Monique Last Edwards

Contact email address* medwards@cityoflancasterca.org

Street address* 44933 Fern Avenue

City* Lancaster

State/Province* CA

Postal code* 93534-2461-

(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)

Country* United States

Phone* 661-723-6024

Tax ID

** indicates required fields*

- b. **Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized for applicable Online Services to add or reassign Licenses and step-up prior to a true-up order.

Same as primary contact (default if no information is provided below, even if the box is not checked).

Contact name* First Monique Last Edwards
Contact email address* medwards@cityoflancafterca.org
Street address* 44933 Fern Avenue
City* Lancaster
State/Province* CA
Postal code* 93534-2461 -
(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)
Country* United States
Phone* 661-723-6024

Language preference. Choose the language for notices. English
 This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.
** indicates required fields*

- c. **Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

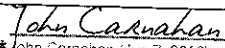
Contact name*: First Monique Last Edwards
Contact email address* medwards@cityoflancafterca.org
Phone* 661-723-6024

This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.
** indicates required fields*

- d. **Reseller information.** Reseller contact for this Enrollment is:

Reseller company name* Insight Direct USA, Inc.
Street address (PO boxes will not be accepted)* 6820 S. Harl Ave.
City* Tempe
State/Province* AZ
Postal code* 85283
Country* United States
Contact name* Software Contract *Support
Phone* 800-466-8990
Contact email address* contractsupport@insight.com
** indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature*  <small>John Carnahan (Jun 7, 2016)</small>
Printed name* John Carnahan
Printed title* SVP, Operations
Date* Jun 7, 2016

** indicates required fields*

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the

other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

- e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*
 - (i) Additional notices contact
 - (ii) Software Assurance manager
 - (iii) Subscriptions manager
 - (iv) Customer Support Manager (CSM) contact

3. *Financing elections.*

Is a purchase under this Enrollment being financed through MS Financing? Yes, No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.

Proposal ID

0466133.001

Enrollment Number

57445822

Language: English (United States)

Enrolled Affiliate's Enterprise Products and Enterprise Online Services summary for the initial order:					
Profile	Qualified Devices	Qualified Users	Device / User Ratio	Enterprise Product Platform	CAL Licensing Model
Enterprise	350	350	1.0	Yes	User Licenses

Products	Enterprise Quantity
Office Professional Plus	
Office Professional Plus	350
Client Access License (CAL)	
Enterprise CAL	
Enterprise CAL	350
Windows Desktop	
Windows Enterprise OS Upgrade	350

Enrolled Affiliate's Product Quantities:				
Price Group	1	2	3	4
Enterprise Products	Office Professional Plus + Office 365 ProPlus + Office 365 (Plans E3, E4 and E5) + Enterprise Cloud Suite USL	Client Access License + Office 365 (Plans E1, E3, E4 and E5) + Enterprise Cloud Suite USL	Client Access License + Windows Intune + EMS USL + Enterprise Cloud Suite USL	Win Enterprise Upgrade + Win VDA + Win SA per User USL + Win VDA per User USL + Enterprise Cloud Suite USL
Quantity	350	350	350	350

Enrolled Affiliate's Price Level:	
Product Offering / Pool	Price Level
Enterprise Products and Enterprise Online Services USLs: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Groups 1 through 4.	D
Additional Product Application Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 1.	D
Additional Product Server Pool: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Group 2 or 3.	D
Additional Product Systems Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 4.	D

NOTES	
Unless otherwise indicated in the associated contract documents, the price level for each Product offering / pool is set as described above, based upon the quantity to price level mapping below:	
Quantity of Licenses and Software Assurance	Price Level
2,399 and below	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D
<p>Note 1: Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.</p>	
<p>Note 2: Unless otherwise indicated in associated Agreement documents, the CAL selection must be the same across the Enterprise for each Profile.</p>	
<p>Note 3: Enrolled Affiliate acknowledges that in order to use a third party to reimage the Windows Operating System Upgrade, Enrolled Affiliate must certify that it has acquired qualifying operating system licenses. The requirement applies to Windows Enterprise OS Upgrade. See the Product List for details.</p>	
<p>Note 4: Enrolled Affiliate acknowledges that in order to use a third party to reimage the Windows Operating System Upgrade, Enrolled Affiliate must certify that it has acquired qualifying operating system licenses. See the Product List for details.</p>	
<p>Note 5: If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment. Refer to the Qualifying Government Entity Addendum pricing provision for more details on price leveling.</p>	

Previous Enrollment(s)/Agreement(s) Form

Entity Name: City of Lancaster

Contract that this form is attached to: State Local Government

For the purposes of this form, "entity" can mean the signing entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

Please provide a description of the previous Enrollment(s), Agreement(s) and/or Affiliate Registration(s) being renewed or consolidated into the new contract identified above.

- a. Entity may select below any previous contract(s) from which to transfer MSDN subscribers to this new contract. Entity shall ensure that each MSDN subscriber transferred is either properly licensed under the new contract or is removed.
- b. Entity may select below only one previous contract from which to transfer the Software Assurance (SA) Benefit contact details, i.e., benefits contact (*not* the SA manager) and the program codes, to this new contract.
- c. An Open License cannot be used to transfer either the SA Benefit details or MSDN subscribers.
- d. The date of the earliest expiring Enrollment/Agreement that contains SA or Online Services will be the effective date of the new contract (or SA coverage period for Select Plus).
- e. Please insert the number of the earliest expiring Enrollment/Agreement with SA or Online Services in the appropriate fields of the new contract.

Enrollment/Agreement/Affiliate Registration Description	Enrollment/Agreement/Affiliate Registration Public Customer Number	Transfer SA Benefit Contact	Transfer MSDN Subscribers
Standard Enrollment	6275932	X	X

Supplemental Contact Information Form State and Local

This form can be used in combination with Agreement and Enrollment/Registration. However, a separate form must be submitted for each Enrollment/Registration, when more than one is submitted on a signature form. For the purposes of this form, "Entity" can mean the signing Entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a Volume Licensing program agreement. Primary and Notices contacts in this form will not apply to Enrollments or Registrations.

This form applies to: Enrollment/Affiliate Registration Form

Insert primary entity name if more than one Enrollment/Registration Form is submitted

Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields; if the Entity chooses to designate other contact types, the same required fields must be completed for each section. By providing contact information, entity consents to its use for purposes of administering the Enrollment by Microsoft and other parties that help Microsoft administer this Enrollment. The personal information provided in connection with this agreement will be used and protected according to the privacy statement available at <https://licensing.microsoft.com>.

1. Additional notices contact.

This contact receives all notices that are sent from Microsoft. No online access is granted to this individual.

Name of Entity*
Contact name*: First Last
Contact email*
Street address*
City* State* Postal code*
Country*
Phone* Fax

This contact is a third party (not the Entity). Warning: This contact receives personally identifiable information of the Entity.

2. Software Assurance manager.

This contact will receive online permissions to manage the Software Assurance benefits under the Enrollment or Registration.

Name of Entity*
Contact name*: First Last
Contact email*
Street address*
City* State* Postal code*
Country*
Phone* Fax

This contact is a third party (not the Entity). Warning: This contact receives personally identifiable information of the Entity.

3. Subscriptions manager.

This contact will assign MSDN, Expression, and TechNet Plus subscription licenses to the individual subscribers under this Enrollment or Registration. Assignment of the subscription licenses is necessary for access to any of the online benefits, such as subscription downloads. This contact will also manage any complimentary or additional media purchases related to these subscriptions.

Name of Entity*

Contact name*: First Last

Contact email*

Street address*

City* State* Postal code*

Country*

Phone* Fax

This contact is a third party (not the Entity). Warning: This contact receives personally identifiable information of the Entity.

4. Online Services manager.

This contact will be provided online permissions to manage the Online Services ordered under the Enrollment or Registration.

Name of Entity* City of Lancaster

Contact name*: First Monique Last Edwards

Contact email* medwards@cityoflancasterca.org

Street address* 44933 Fern Avenue

City* Lancaster State* CA Postal code* 93534-2461

Country* United States

Phone* 661-723-6024 Fax

This contact is a third party (not the Entity). Warning: This contact receives personally identifiable information of the Entity.

5. Customer Support Manager (CSM):

This person is designated as the Customer Support Manager (CSM) for support-related activities.

Name of Entity*

Contact name*: First Last

Contact email*

Street address*

City* State* Postal code*

Country*

Phone* Fax

This contact is a third party (not the Entity). Warning: This contact receives personally identifiable information of the Entity.

6. Primary contact information:

An individual from inside the organization must serve as the primary contact. This contact receives online administrator permissions and may grant online access to others. This contact also receives all notices unless Microsoft is provided written notice of a change.

Name of Entity* City of Lancaster

Contact name*: First Monique Last Edwards

Contact email* medwards@cityoflancasterca.org

Street address* 44933 Fern Avenue

City* Lancaster State* CA Postal code* 93534-2461

Country*: United States
Phone* 661-723-6024 Fax

7. Notices contact and online administrator information:

This individual receives online administrator permissions and may grant online access to others. This contact also receives all notices.

Same as primary contact

Name of Entity* City of Lancaster

Contact name*: First Monique Last Edwards

Contact email* medwards@cityoflancafterca.org

Street address* 44933 Fern Avenue

City* Lancaster State* CA Postal code* 93534-2461

Country*: United States

Phone* 661-723-6024 Fax

This contact is a third party (not the Entity). Warning: This contact receives personally identifiable information of the Entity.

Channel Price Sheet

DO NOT

SHIP

Microsoft Volume Licensing - Channel Price Sheet - Final Pricing

Quote Number:	0466133.001	Billing currency:	USD
Creation Date:	5/24/2016	Term Of Agreement:	3 Years
Effective Duration:	30 days	Opportunity ID:	NA
Enrollment Number:	57445822	Payment Schedule:	Annual
Language:	English (United States)	Framework ID:	US - California GVT-E6
Price List Month:	May 2016		

Indirect Enterprise Enrollment - Renewal Quote

Customer Contact

Monique Edwards	City of Lancaster
Phone:	44933 Fern Avenue
Fax:	Lancaster, CA, United States, 93534
medwards@cityoflanasterca.org	

Partner Contact(s)

Reseller

Select Administrator	Insight Direct USA, Inc.
Phone: 800-624-0503	6820 S. Harl Ave.
Fax:	Tempe, AZ , United States, 85283
contractsupport@insight.com	

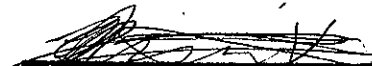
Microsoft Contact

Sam Andrews
saandrew@microsoft.com

New Purchases

Purchase Order Information

Sections	Purchase Order Number		Purchase Order Date
Section 1	116101121161		6/2/2016
Direct Partner (LAR)	Signature John Carnahan (Jun 7, 2016)	Date Jun 7, 2016	Name(Print) John Carnahan
Microsoft Affiliate			Title SVP, Operations



Microsoft
Microsoft Corporation

JUN 08 2016

Priya Kapil
Duly Authorized on behalf of
Microsoft Corporation

Quote Summary	
Summary Item	Totals (USD)
Total deal value (3 Years)	261,307.71
Total Credit Amount	0.00
Total Annual Payment Year 1	87,102.57
Total Annual Payment Year 2	87,102.57
Total Annual Payment Year 3	87,102.57

SECTION 1 - Licenses and Software Assurance					
Pricing & Usage Year 1					
Product Description	Part Number	Net Unit Price (USD)	License Quantity	Usage Country	Extended Amount (USD)
Enterprise					
OfficeProPlus ALNG SA MVL Pltfrm	269-12442	79.48	350	United States	27,818.00
WINENT ALNG SA MVL Pltfrm	KV3-00353	35.08	350	United States	12,278.00
EntCAL ALNG SA MVL Pltfrm UsrCAL wSrvcs	76A-00016	93.46	350	United States	32,711.00
Additional Products					
Prjct ALNG SA MVL	076-01912	97.57	2	United States	195.14
ExchgSvrEnt ALNG SA MVL	395-02504	605.06	2	United States	1,210.12
ExchgSvrStd ALNG SA MVL	312-02257	105.67	1	United States	105.67
SfBSvr ALNG SA MVL	5HU-00216	544.57	1	United States	544.57
SharePointSvr ALNG SA MVL	H04-00268	1,015.54	4	United States	4,062.16
SQLSvrStdCore ALNG SA MVL 2Lic CoreLic	7NQ-00292	535.58	12	United States	6,426.96
WinSvrExtConn ALNG SA MVL	R39-00396	301.59	1	United States	301.59
WinSvrStd ALNG SA MVL 2Proc	P73-05898	131.76	11	United States	1,449.36
Total Year 1 Payment					87,102.57
Invoice Date: Enrollment Effective Date or if received after Enrollment Effective Date upon our acceptance					
Pricing & Usage Year 2					
Product Description	Part Number	Net Unit Price (USD)	License Quantity	Usage Country	Extended Amount (USD)
Enterprise					
OfficeProPlus ALNG SA MVL Pltfrm	269-12442	79.48	350	United States	27,818.00
WINENT ALNG SA MVL Pltfrm	KV3-00353	35.08	350	United States	12,278.00
EntCAL ALNG SA MVL Pltfrm UsrCAL wSrvcs	76A-00016	93.46	350	United States	32,711.00
Additional Products					
Prjct ALNG SA MVL	076-01912	97.57	2	United States	195.14
ExchgSvrEnt ALNG SA MVL	395-02504	605.06	2	United States	1,210.12

ExchgSvrStd ALNG SA MVL	312-02257	105.67	1	United States	105.67
SfBSvr ALNG SA MVL	5HU-00216	544.57	1	United States	544.57
SharePointSvr ALNG SA MVL	H04-00268	1,015.54	4	United States	4,062.16
SQLSvrStdCore ALNG SA MVL 2Lic CoreLic	7NQ-00292	535.58	12	United States	6,426.96
WinSvrExtConn ALNG SA MVL	R39-00396	301.59	1	United States	301.59
WinSvrStd ALNG SA MVL 2Proc	P73-05898	131.76	11	United States	1,449.36
Total Year 2 Payment					87,102.57
Invoice Date: 1st Anniversary Date					
Pricing & Usage Year 3					
Product Description	Part Number	Net Unit Price (USD)	License Quantity	Usage Country	Extended Amount (USD)
Enterprise					
OfficeProPlus ALNG SA MVL Pltfrm	269-12442	79.48	350	United States	27,818.00
WINENT ALNG SA MVL Pltfrm	KV3-00353	35.08	350	United States	12,278.00
EntCAL ALNG SA MVL Pltfrm UsrCAL wSrvcs	76A-00016	93.46	350	United States	32,711.00
Additional Products					
Prjct ALNG SA MVL	076-01912	97.57	2	United States	195.14
ExchgSvrEnt ALNG SA MVL	395-02504	605.06	2	United States	1,210.12
ExchgSvrStd ALNG SA MVL	312-02257	105.67	1	United States	105.67
SfBSvr ALNG SA MVL	5HU-00216	544.57	1	United States	544.57
SharePointSvr ALNG SA MVL	H04-00268	1,015.54	4	United States	4,062.16
SQLSvrStdCore ALNG SA MVL 2Lic CoreLic	7NQ-00292	535.58	12	United States	6,426.96
WinSvrExtConn ALNG SA MVL	R39-00396	301.59	1	United States	301.59
WinSvrStd ALNG SA MVL 2Proc	P73-05898	131.76	11	United States	1,449.36
Total Year 3 Payment					87,102.57
Invoice Date: 2nd Anniversary Date					
TOTAL SECTION 1 VALUE YEARS 1 - 3					261,307.71

TOTAL DEAL VALUE YEARS 1 - 3	261,307.71
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Future Pricing				
Enterprise Products				
Product Description	Part Number	Pricing Information		
		Net Unit True up Price (USD)		
		Year 1 - Payment 1	Year 2 - Payment 1	Year 3 - Payment 1
True-Ups - Enterprise Products				
OfficeProPlus ALNG LicSAPk MVL Pltfrm	269-12445	378.34	314.74	251.14
WINENT ALNG UpgrdSAPk MVL Pltfrm	KV3-00356	122.99	100.12	77.26
EntCAL ALNG LicSAPk MVL Pltfrm UsrCAL wSrvcs	76A-00010	388.17	322.01	255.86
Additional Products				
Product Description	Part Number	Pricing Information		
		Net Unit True up Price (USD)		
		Year 1 - Payment 1	Year 2 - Payment 1	Year 3 - Payment 1
True-Ups				
Prjct ALNG LicSAPk MVL	076-01776	580.47	482.91	385.34
ExchgSvrEnt ALNG LicSAPk MVL	395-02412	3,933.01	3,327.95	2,722.89
ExchgSvrStd ALNG LicSAPk MVL	312-02177	686.98	581.31	475.64
SfBSvr ALNG LicSAPk MVL	5HU-00215	3,539.68	2,995.11	2,450.55
SharePointSvr ALNG LicSAPk MVL	H04-00232	6,600.78	5,585.24	4,569.70
SQLSvrStdCore ALNG LicSAPk MVL 2Lic CoreLic	7NQ-00302	3,481.24	2,945.66	2,410.09
WinSvrExtConn ALNG LicSAPk MVL	R39-00374	1,960.43	1,658.84	1,357.25
WinSvrStd ALNG LicSAPk MVL 2Proc	P73-05897	856.64	724.89	593.13
Online Services		Net Unit Price (USD)/ Month		
PrjctProforO365 ShrdSvr ALNG SubsVL MVL PerUsr	4QT-00002			16.33
		Net Unit True up Price (USD)		
		Year 1 - Payment 1	Year 2 - Payment 1	Year 3 - Payment 1
Step-Ups				
PrjctPro ALNG SASU MVL PrjctStd w1PrjctSvrCAL	H30-00910	386.95	321.90	256.85
ExchgSvrEnt ALNG SASU MVL ExchgSvrStd	395-03039	3,246.03	2,746.64	2,247.25
SQLSvrEntCore ALNG SASU MVL 2Lic SQLSvrStdCore CoreLic	7JQ-00448	9,867.84	8,349.70	6,831.55
WinSvrDataCtr ALNG SASU MVL WinSvrStd 2Proc	P71-07281	5,120.87	4,333.00	3,545.12
		Net Unit True up Price (USD)		
		Year 1 - Payment 1	Year 2 - Payment 1	Year 3 - Payment 1
Higher Editions				

PrjctPro ALNG LicSAPk MVL w1PrjctSvrCAL	H30-00237	967.42	804.81	642.19
SQLSvrEntCore ALNG LicSAPk MVL 2Lic CoreLic	7JQ-00341	13,349.08	11,295.36	9,241.64
WnSvrDataCtr ALNG LicSAPk MVL 2Proc	P71-07280	5,977.52	5,057.88	4,138.25

Product Notes

Note 1: Annual Enterprise Price Per Desktop/Device is the Total of the Enterprise Product and (if applicable) Enterprise Online Service Year 1 payments divided by the number of desktops/devices.

Note 2: If the payment structure is changed, the list price may not reflect the actual list price but may be updated to reflect the payment structure chosen.

Note 3: Average Annual Price Per Desktop/Device is the Total Year 1 payments divided by the number of desktops/devices.

Note 4: For Monthly Subscription Licenses, including Online Services, Total Extended Amount will be calculated to reflect Monthly Net Unit Price multiplied by Months Remaining multiplied by License Quantity. If the Usage Date changes to a later date which impacts Months Remaining, this Extended Amount will be used to reflect this proration for any month invoiced after the 15th of that month. The Usage Start Date only applies to the initial Pricing and Usage period. Subsequent Pricing and Usage periods align to continue coverage until the end of the subscription term.

Note 5: True-ups are only applicable to Enterprise Products, eligible Enterprise Online Services and Additional Products (including eligible Online Services but not Service Offerings).

Note 6: Future Monthly Subscription pricing is expressed in monthly terms to support pro-ration of months remaining in the Enrollment based on usage date of order. Online Services must be ordered prior to deployment, except where permitted through License Reservation for those Online Services eligible for the true-up or annual order process.

Note 7: For on-premises Subscription Licenses, true-up order must reflect the correct Usage Date when incremental Product quantity was first used or Qualified Devices/Users (if applicable) were added.

Terms and Conditions

The Channel Price Sheet is **confidential** between the licensing Microsoft affiliate and the Channel Partner. **DO NOT forward this document to the end-customer.**

Unless otherwise indicated on the Channel Price Sheet and in a signed customer amendment, Microsoft will invoice Reseller in 3 equal annual installments. The first installment will be invoiced upon acceptance of the Enrollment, and thereafter on the anniversary of the Enrollment.

PLEASE NOTE: At the start of each term of an Enrollment, price levels are established for that term based upon terms in the applicable Agreement and Enrollment. For Direct Enrollments, final pricing is established by the licensing Microsoft affiliate based on the applicable price levels and other factors. For Indirect Enrollments, final pricing is established by the Customer's reseller based on the applicable price levels and other factors. Therefore, Customers should not expect to receive the same pricing across different Enrollments, particularly when the Enrollments are under different channel models (Direct and Indirect). If an Affiliate is not included under this Enrollment, but signs a separate Enrollment, that Affiliate may be subject to pricing other than what has been established in this Enrollment. While the payment on an initial order and any order for Online Services may be spread annually across the term of the Enrollment, any subsequent additional product and true-up orders for License & Software Assurance are invoiced in total unless otherwise specified.

Insight Direct USA, Inc. by signing below, acknowledges that it has read the E6 referred to in the Channel Price Sheet (including any amendments to that Enrollment), and **Insight Direct USA, Inc.** acknowledges that pursuant to the terms of that enrollment, the customer may have rights to terminate the enrollment under certain circumstances, that may reduce the total proposal value. All pricing and other terms are subject to change by us at any time until execution and delivery by all parties of the final enrollment and all other necessary legal documentation. Please do not sign or process this price sheet unless Final Price Sheet is indicated on top of the first page.

STAFF REPORT
City of Lancaster

PH 1
08/13/19
JC

Date: August 13, 2019

To: Mayor Parris and City Council Members

From: Jeff Hogan, Development Services Director

Subject: Appeal of the Planning Commission’s Denial of Conditional Use Permit No. 19-11 to allow a Type 20 (off-sale general for a convenience market) Alcoholic Beverage Control (ABC) license for Wonder Grocery Market, located at 44117 Division Street

Recommendation:

Adopt **Resolution No. 19-45**, upholding the appeal and approving the Conditional Use Permit No. 19-11 to allow a Type 20 (off-sale general for a convenience market) Alcoholic Beverage Control (ABC) license and waiver from distance requirements in an existing tenant space (Wonder Grocery Market) in the Light Industrial (LI) zone, located at 44117 Division Street (APN 3132-017-006).

Fiscal Impact:

None

Background:

In May 2019, the applicant, Bhupinder S. Grewal (Wonder Grocery Market), submitted a conditional use permit for a proposed project located at 44117 Division Street. The request included a Type 20 (off-sale general for a convenience market) Alcoholic Beverage Control (ABC) license and waiver from distance requirements.

Staff reviewed the proposed project and prepared a staff report, recommending to the Planning Commission approval of the conditional use permit. The Planning Commission held a public hearing on the request on July 15, 2019. During that meeting, one Commissioner had concerns with the proximity of the convenience store to an existing church, located approximately 350 feet from the existing convenient store. Additionally, staff received one letter of opposition from a neighbor prior to the meeting that shared general safety concerns related to the area.

The Planning Commission voted on the item (by a 3-3-0-0-1 vote), which ultimately resulted in a denial of the conditional use permit request.

The applicant filed an appeal of the Commission's action on July 22, 2019. The applicant's appeal indicates that the applicant has collected letters of support for his project from customers, including a letter of support from the Lancaster Korean Sarang Church located within the required separation distance requirements.

Staff recommends that the City Council overturn the Planning Commission's decision and approve Conditional Use Permit No. 19-11.

LD/dw

Attachments:

Resolution No. 19-45

PC Staff Report dated July 15, 2019

Letter of Opposition from Property Owner dated July 15, 2019

Appeal Filed July 22, 2019

RESOLUTION NO. 19-45

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, CALIFORNIA, UPHOLDING THE APPEAL AND APPROVING THE CONDITIONAL USE PERMIT NO. 19-11 TO ALLOW FOR A TYPE 20 (OFF-SALE GENERAL FOR A CONVENIENCE MARKET) ALCOHOLIC BEVERAGE CONTROL (ABC) LICENSE AND WAIVER FROM DISTANCE REQUIREMENTS IN AN EXISTING TENANT SPACE (WONDER GROCERY MARKET) IN THE LIGHT INDUSTRIAL (LI) ZONE, LOCATED AT 44117 DIVISION STREET (APN: 3132-017-006)

WHEREAS, a Conditional Use Permit has been requested by Bhupinder S. Grewal (Wonder Grocery Market) (“Applicant”), to allow a Type 20 (off-sale general for a convenience market) Alcoholic Beverage Control (“ABC”) license and waiver from distance requirements in an existing tenant space (Wonder Grocery Market) in the Light Industrial (LI) zone, located at 44117 Division Street (APN: 3132-017-006); and

WHEREAS, an application for the above-described conditional use permit has been filed pursuant to the regulations contained in Article I of Chapter 17.32 and Chapter 17.42 of the Lancaster Municipal Code; and

WHEREAS, a duly noticed public hearing was held by the Lancaster Planning Commission on July 15, 2019, at which time the Commission failed to adopt a resolution approving Conditional Use Permit No. 19-11, thereby constituting denial of the request; and

WHEREAS, the applicant subsequently filed an appeal of the Commission action in accordance with Chapter 2.44 of the Lancaster Municipal Code on July 22, 2019; and

WHEREAS, on August 13, 2019, the City Council held a duly noticed public hearing on the appeal, reviewed, and considered the staff report prepared regarding the appeal, and considered testimony presented during the public hearing; and

WHEREAS, a notice of intention to consider the granting of a conditional use permit has been given, as required in Article V of Chapter 17.32 of the Lancaster Municipal Code, and in Section 65905 of the Government Code of the State of California; and

WHEREAS, staff has performed the necessary investigations, prepared a written report, and approval of this conditional use application, subject to conditions; and

WHEREAS, the proposed project was reviewed for compliance with the California Environmental Quality Act (“CEQA”) and staff determined that the project is exempt from further environmental review under CEQA Section 15301, Class 1 “Existing Facilities”; and

WHEREAS, this Council hereby adopts the following conditional use permit findings, per Section 17.32.090 in support of approval of this application:

- A. That the proposed use will not be in substantial conflict with the adopted general plan for the area.

The proposed project would be in conformance with the General Plan land use designation of LI (Light Industrial) for the subject property.

- B. The requested use at the location proposed will not:

1. Adversely affect the health, peace, comfort, or welfare of persons residing or working in the surrounding area.

The proposed location is within an existing building intended for and currently used for a convenience market. The applicant is also conditioned to comply with a list of standard conditions from the alcohol ordinance to ensure a nuisance-free operation of the proposed use.

2. Be materially detrimental to the use, enjoyment, or valuation of property of other persons located in the vicinity of the site.

The proposed project is located within an existing convenience market. The Light Industrial zone allows for existing and new commercial uses such as restaurants, retail stores, and convenience markets. The proposed use would be consistent with the zone and surrounding properties.

3. Jeopardize, endanger, or otherwise constitute a menace to the public health, safety, or general welfare.

On-site surveillance will be provided and loitering will be prohibited on the premises, applicant will also comply with standard conditions for off-sale establishments.

- C. That the proposed site is adequate in size and shape to accommodate the yards, walls, fences, parking and loading facilities, landscaping, and other development features prescribed in this title, or as is otherwise required in order to integrate said use with the uses in the surrounding area.

The existing building was previously approved and permitted complying with development standards and guidelines.

D. The proposed site is adequately served:

1. By highways or streets of sufficient width and improved as necessary to carry the kind and quantity of traffic such use would generate.

The proposed project site has access from Division Street, which has sufficient width and is improved to carry the daily vehicle trips generated by proposed use; and

2. By other public or private service facilities as are required.

The proposed site location has adequate sewer, water, fire, and police services to service the site.

WHEREAS, this Council hereby adopts the following conditional use permit findings for alcohol, per Section 17.42.050 in support of approval of this application:

- A. That the proposed use will be located within a zone, which permits alcoholic beverages to be sold, served, or given away for on-site sale or off-sale consumption, as the case may be, upon obtaining a conditional use permit.

The proposed use with a Type 20 ABC license would be located in the Light Industrial zone, which permits alcoholic beverages to be sold, served, or given away for on-sale or off-sale consumption upon obtaining a conditional use permit.

- B. That the proposed use will not adversely affect nearby residents and facilities primarily devoted to use by children, families, and the general public, after giving consideration to the distance or proximity of the proposed alcoholic beverage establishment to residential districts, schools (public or private), day care centers, public parks, playgrounds and other recreational facilities, churches or other places of religious worship, hospitals, clinics, or other health care facilities.

The applicant would comply with a list of standard conditions from the alcohol ordinance for off-sale beverage establishments.

- C. That the proposed use serves the public convenience and necessity based upon all factors outlined in Section 17.42.060

Wonder Grocery Market serves the public convenience and necessity because the off-sale of beer and wine would be in conjunction with the sale of groceries. In addition, the Sheriff's Department indicated that there are no excessive law enforcement calls for service/arrest, nor would this operation be a detriment to public safety. Therefore, Wonder Grocery Market would service the public convenience and necessity.

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

1. This City Council approves the appeal for Conditional Use Permit No. 19-11, subject to the conditions attached hereto and incorporated herein.

2. This resolution shall take effect immediately upon its passage.

PASSED, APPROVED and ADOPTED this 13th day of August 2019, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

APPROVED:

RONDA PEREZ
Acting 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. 19-45, 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

CONDITIONAL USE PERMIT NO. 19-11

PC ACTION:

DENIED (3-3-0-0-1)

NOES: Cook, Donovan, Smith

ABSENT: Harvey

DATE: July 15, 2019

TO: Lancaster Planning Commission

FROM: Brenda Magaña, Associate Planner *BM*
Community Development Division, Development Services Department

APPLICANT: Bhupinder S. Grewal (Wonder Grocery Market)

LOCATION: 44117 Division Street (Assessor's Parcel Number (APN) 3132-017-006)

REQUEST: A Conditional Use Permit (CUP) to allow a Type 20 (off-sale general for a convenience market) Alcoholic Beverage Control (ABC) license and waiver from distance requirements in an existing tenant space (Wonder Grocery Market) in the Light Industrial (LI) zone

RECOMMENDATION: Adopt Resolution No. 19-29 approving Conditional Use Permit No. 19-11 to allow a Type 20 (off-sale general for a convenience market) Alcoholic Beverage Control (ABC) license and waiver from distance requirements in an existing tenant space (Wonder Grocery Market) in the Light Industrial (LI) zone, located at 44117 Division Street (APN 3132-017-006).

BACKGROUND

Wonder Bread/Hostess Cake occupied this tenant space from June 1996 through June 2013 as a bakery/retail store. Wonder Grocery Market has been in business since August 2016 as a convenience market at this location.

GENERAL INFORMATION

Table 1 summarizes the general information concerning this project.

ITEM	DESCRIPTION
APN	3132-017-006
LOCATION	44117 Division Street, Lancaster CA
ZONING AND LAND USE	The property is located in the Light Industrial (LI) zone and has a General Plan Land Use Designation of Light Industrial (LI)
SURROUNDING LAND USES AND ZONING	North: AAMCO transmission; Light Industrial Countrywide towing; Light Industrial South: Vacant; Light Industrial West: Vacant land and vacant tenant; Light Industrial East: Residences; High Density Residential
CURRENT DEVELOPMENT	Wonder Grocery Market is located in an existing 5,040 square foot single tenant building.
ENVIRONMENTAL REVIEW	The project was reviewed for compliance with the California Environmental Quality Act (CEQA), and staff determined that the project is exempt from further environmental review under CEQA Exemption 15301 Class 1 “Existing Facilities.”

PROJECT DESCRIPTION

The applicant is requesting a Type 20, ABC license for off-sale beer and wine in a convenience market. A CUP is required for an ABC license to be held in the City of Lancaster, per Lancaster Municipal Code (LMC) Section 17.42.030. Per the LMC, a convenience market is defined as “any business establishment of less than 10,000 square feet not connected with a petroleum products service-station, and which is characterized by retail sales of food products and household items, and which devote a minimum of 15% of overall sales floor area to display and sale of fresh meat and produce. Convenience markets shall be prohibited from selling spirits (ABC License Type 21)” and a maximum of 5% square-footage of sales floor area for the sale and display of alcoholic beverages. Wonder Grocery Market shall be deemed primary alcoholic beverage establishments per Section 17.42.020.

Section 17.42.040 of the LMC establishes distance requirements for all Primary Alcoholic Beverage Establishments; the diagram below shows sensitive uses in proximity to the proposed establishment.



Section of 17.42.040 also allows for an applicant to request a waiver from the distance requirements if the following findings can be made:

1. The alcoholic beverage establishment will serve a specific community need;
2. The distance waiver approved for the alcoholic beverage establishment is not expected to result in an adverse effect on adjacent property, uses, or residents

The alcoholic beverage establishment will serve a community need because in addition to serving residents of the area with groceries, alcohol sales will now be available. Hours of operation for the establishment will be seven days a week from 6:00 a.m. to midnight, however, the sale of alcohol will be limited to 8:00 a.m. to midnight, and alcohol display and sales area will not exceed 5% of the entire sales floor area. Furthermore, Wonder Grocery Market offers a variety of consumer goods including produce, meats, and prepackaged goods.

The applicant will not provide advertisement of the alcoholic beverages and no outdoor displays or additional signage are permitted, as conditions of this permit. In addition, employees on duty who sell beer and wine will be at least 21 years of age.

If granted, a distance waiver for the alcoholic beverage establishment is not expected to result in any adverse effects. Staff has received an Investigator's Report form from Deputy Lance Jordan of the Lancaster Sheriff's Department which does not oppose the applicant's request for a Type 20 ABC license; however, the Sheriff's Department provided Conditions of Approval that can be found in the Condition's List.

ANALYSIS

General Plan Consistency

The proposed project was analyzed for consistency with the City of Lancaster General Plan 2030. The proposed sale of beer and wine for off-site consumption would be consistent with the LI General Plan land use designation, and the types of uses envisioned therein. The LI land use designation includes “clean, non-polluting industrial and office uses with support commercial.” (General Plan Objective 17.1, Table 8-1). The proposed use is consistent with the following Goals and Actions of the General Plan:

Specific Action 16.1.3(d): To revitalize and enhance local commerce, encourage the establishment and expansion of local businesses and development of commercial and industrial properties, which produce retail sales taxes, transient occupancy taxes, and assessed valuation by providing assistance with financing, processing and negotiating.

Goal 17: To establish a variety of land uses, which serve to develop Lancaster into a balanced and complete community in which people live, work, shop and play.

Specific Action 17.1.1(a): Through the development review process, ensure that all proposed development is consistent with the General Plan text, land use map, and the intensity standards outlined in Table VIII-1.

The proposed project would promote the local economy by permitting alcohol sales within an existing convenience market; Wonder Grocery Market is in an appropriate location that would not negatively affect the surrounding properties. Approving the request would also support economic opportunities for small business and new businesses, and provide for a diverse local economy.

Compliance with the Lancaster Municipal Code (LMC)

The proposed project is consistent with the LI zone. The project complies with all applicable development standards and guidelines, as the building was previously approved and permitted. While the existing building is in compliance with the LMC, the proposed alcohol sales require the approval of a CUP and waiver from the distance requirements by the Planning Commission.

CONDITIONAL USE PERMIT FINDINGS

In order to grant a CUP, Section 17.32.090 of the Lancaster Municipal Code states that the Planning Commission must make all of the following findings:

A. That the proposed use will not be in substantial conflict with the adopted general plan for the area.

The proposed project would be in conformance with the General Plan land use designation of LI (Light Industrial) for the subject property.

B. The requested use at the location proposed will not:

1. Adversely affect the health, peace, comfort or welfare of persons residing or working in the surrounding area.

The proposed location is within an existing building intended for and currently used for a convenience market with a Type 20 ABC license. The applicant is also conditioned to comply with a list of standard conditions from the alcohol ordinance to ensure a nuisance-free operation of the proposed use.

2. Be materially detrimental to the use, enjoyment or valuation of property of other persons located in the vicinity of the site.

The proposed project is located within an existing convenience market. The Light Industrial zone allows for existing and new commercial uses such as restaurants, retail stores, and convenience markets. The proposed use would be consistent with the zone and surrounding properties.

3. Jeopardize, endanger or otherwise constitute a menace to the public health, safety or general welfare.

On-site surveillance will be provided and loitering will be prohibited on the premises, applicant will also comply with standard conditions for off-sale establishments.

C. That the proposed site is adequate in size and shape to accommodate the yards, walls, fences, parking and loading facilities, landscaping and other development features prescribed in this title, or as is otherwise required in order to integrate said use with the uses in the surrounding area.

The existing building was previously approved and permitted complying with development standards and guidelines.

D. The proposed site is adequately served:

1. By highways or streets of sufficient width and improved as necessary to carry the kind and quantity of traffic such use would generate.

The proposed project site has access from Division Street, which has sufficient width and is improved to carry the daily vehicle trips generated by proposed use; and

2. By other public or private service facilities as are required.

The proposed site location has adequate sewer, water, fire, and police services to service the site.

In order to grant a CUP for alcoholic beverage establishments, Section 17.42.050 of the Lancaster Municipal Code states that the Planning Commission must make all of the following findings.

- A. That the proposed use will be located within a zone, which permits alcoholic beverages to be sold, served, or given away for on-site sale or off-sale consumption, as the case may be, upon obtaining a conditional use permit.**

The proposed use with a Type 20 ABC license would be located in the Light Industrial zone, which permits alcoholic beverages to be sold, served, or given away for on-sale or off-sale consumption upon obtaining a conditional use permit.

- B. That the proposed use will not adversely affect nearby residents and facilities primarily devoted to use by children, families, and the general public, after giving consideration to the distance or proximity of the proposed alcoholic beverage establishment to residential districts, schools (public or private), day care centers, public parks, playgrounds and other recreational facilities, churches or other places of religious worship, hospitals, clinics or other health care facilities.**

The applicant would comply with a list of standard conditions from the alcohol ordinance for off-sale beverage establishments.

- C. That the proposed use serves the public convenience and necessity based upon all factors outlined in Section 17.42.060**

Wonder Grocery Market serves the public convenience and necessity because the off-sale of beer and wine would be in conjunction with the sale of groceries. In addition, the Sheriff's Department indicated that there are no excessive law enforcement calls for service/arrest, nor would this operation be a detriment to public safety. Therefore, Wonder Grocery Market would service the public convenience and necessity.

LEGAL NOTICE

Notice of Public Hearing was mailed to all property owners within a 500-foot radius of the project, posted in three places, posted on the subject property, and noticed in AV Press circulation on July 5, 2019, per prescribed procedure.

RECOMMENDATION

Adopt Resolution No. 19-29 approving Conditional Use Permit No. 19-11 to allow a Type 20 (off-sale general for a convenience market) Alcoholic Beverage Control (ABC) license and waiver from distance requirements in an existing tenant space (Wonder Grocery Market) in the Light Industrial (LI) zone, located at 44117 Division Street (APN 3132-017-006).

Attachments:

- A. Investigator's Report Form
- B. Resolution No. 19-29

**CITY OF LANCASTER
INVESTIGATORS REPORT
Alcoholic Beverage Establishment – Conditional Use Permit (CUP) Application Investigation**

APPLICATION TYPE <input type="checkbox"/> New location <input checked="" type="checkbox"/> Existing location / change in operation (LMC 17.42.020)		CUP number: CUP 19-11	Planner assigned: B. Magaña	Date: 5-21-2019
Business name: WONDER GROCERY MARKET INC UNIT 7 DIVISION ST LANCASTER, CA		Address: WONDER GROCERY MARKET INC UNIT 7 DIVISION ST LANCASTER, CA		Phone: 661-810-7774
ABC License number:		ABC license type(s): 20	Health Dept. License No.:	Occupancy certificate classification:
Applicant name: BHUPINDER S. GREWAL		Last, First, MI: S. GREWAL	DOB: 05-15-79	Driver license number: D157 2828
Total gross square footage of business: <input checked="" type="checkbox"/> 0-100,000 <input type="checkbox"/> Greater than 100,000		Square footage of sales floor / shelf area for display / sale of alcohol: 4040 S.F.		

Primary on-sale / off-sale
 Incidental on-sale / off-sale
 Bona fide restaurant

Applicant name: **BHUPINDER S. GREWAL**
 Last, First, MI: **S. GREWAL**
 DOB: **05-15-79**
 Driver license number: **D157 2828**
 Phone: **661-810-7774**

Total gross square footage of business:
 0-100,000
 Greater than 100,000

Square footage of sales floor / shelf area for display / sale of alcohol:
4040 S.F.

BUSINESS ACTIVITIES / USES

Live band(s) Dancing Music/DJ's Juke box Floor shows Pay-per-view sports events Arcade games / pool tables

Other (describe):

By signing below, I hereby authorize the City of Lancaster to conduct an investigation to assess my compliance with applicable laws and regulations pertaining to this application and to verify the accuracy of information provided in this application. I understand any incompleteness or falsification of any fact may result in denial of this application or revocation of any license or permit issued. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Signature: **Bhupinder S. Grewal** Date: **5-21-19**
 Print name: **BHUPINDER S. GREWAL**

DO NOT WRITE BELOW THIS LINE

PRIMARY ALCOHOLIC BEVERAGE ESTABLISHMENT NEIGHBORHOOD SCREENING FACTORS	COMMENTS
1. Religious assembly: Less than 300 feet distance: <input checked="" type="checkbox"/> N <input type="checkbox"/> Y	
2. Public / private school (K-12): less than 1,000 feet distance: <input checked="" type="checkbox"/> N <input type="checkbox"/> Y	
3. Day care center: less than 300 feet: <input checked="" type="checkbox"/> N <input type="checkbox"/> Y	
4. Residential use / residentially designated property: less than 300 feet: <input checked="" type="checkbox"/> N <input type="checkbox"/> Y	
5. Existing primary alcoholic beverage establishment: less than 500 feet: <input checked="" type="checkbox"/> N <input type="checkbox"/> Y	
6. Public park: less than 500 feet: <input checked="" type="checkbox"/> N <input type="checkbox"/> Y	
7. Hospital: less than 500 feet: <input checked="" type="checkbox"/> N <input type="checkbox"/> Y	

INCIDENTAL ALCOHOLIC BEVERAGE ESTABLISHMENT NEIGHBORHOOD SCREENING FACTORS	COMMENTS
1. Religious assembly: Less than 300 feet distance: <input checked="" type="checkbox"/> N <input type="checkbox"/> Y	
2. Public / private school (K-12): less than 500 feet distance: <input checked="" type="checkbox"/> N <input type="checkbox"/> Y	
3. Day care center: less than 500 feet: <input checked="" type="checkbox"/> N <input type="checkbox"/> Y	
4. Residential use / residentially designated property: less than 300 feet: <input checked="" type="checkbox"/> N <input type="checkbox"/> Y	
5. Existing primary alcoholic beverage establishment: less than 300 feet: <input checked="" type="checkbox"/> N <input type="checkbox"/> Y	
6. Public park: less than 500 feet: <input checked="" type="checkbox"/> N <input type="checkbox"/> Y	
7. Hospital: less than 500 feet: <input checked="" type="checkbox"/> N <input type="checkbox"/> Y	

PUBLIC SAFETY FACTORS

Yes No

1. Would this operation be a detriment to public safety?

2. Excessive law enforcement calls for service / arrests?

3. ABC license restrictions / conditions?

4. Evidence that intended use is other than stated?

5. Bona fide restaurant (see LMC 17.42.020)?

6. Other factors:

7. Approval recommended? **SEE ATTACHED**

8. Mitigation measures:

COMMENTS / RECOMMENDATIONS

Investigating Officer Name: **L. JORDAN** Title: **DEPUTY SHERIFF (ASST) LANCASTER** Assignment: **661-940-3831** Phone: **661-940-3831** Date: **6/27/19**

RESOLUTION NO. 19-29

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF LANCASTER, CALIFORNIA, APPROVING CONDITIONAL USE PERMIT NO. 19-11 TO ALLOW A TYPE 20 (OFF-SALE GENERAL FOR A CONVENIENCE MARKET) ALCOHOLIC BEVERAGE CONTROL (ABC) LICENSE AND WAIVER FROM DISTANCE REQUIREMENTS IN AN EXISTING TENANT SPACE (WONDER GROCERY MART) IN THE LIGHT INDUSTRIAL (LI) ZONE, LOCATED AT 44117 DIVISION STREET (APN 3132-017-006)

WHEREAS, a Conditional Use Permit has been requested by Bhupinder S. Grewal, Wonder Grocery Market (“convenience market”), to allow a Type 20 (off-sale general) Alcoholic Beverage Control (“ABC”) license in an approximately 4,040 square-foot tenant space, in the Industrial zone; and

WHEREAS, an application for the above-described Conditional Use Permit has been filed pursuant to the regulations contained in Article I of Chapter 17.32 and Chapter 17.42 of the Lancaster Municipal Code (“LMC”); and

WHEREAS, a notice of intention to consider the granting of a Conditional Use Permit has been given as required by Article V of Chapter 17.32 of the LMC and section 65905 of the Government Code of the State of California; and

WHEREAS, staff has performed necessary investigations, prepared a written report, and recommended approval of this conditional use application, subject to conditions; and

WHEREAS, public notice was provided, as required by law and a public hearing was held on July 15, 2019; and

WHEREAS, the proposed project was reviewed for compliance with the California Environmental Quality Act (CEQA) and staff determined that the project is exempt from further environmental review under CEQA Section 15301, Class 1 “Existing Facilities”; and

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

Section 1. That the Planning Commission hereby adopts the following findings pursuant to Section 17.32.090 of the LMC, in support of approving this application:

- a. That the proposed use will not be in substantial conflict with the adopted general plan for the area.
- b. The requested use at the location proposed will not:
 1. Adversely affect the health, peace, comfort or welfare of persons residing or working in the surrounding area.

2. Be materially detrimental to the use, enjoyment or valuation of the property of other persons located in the vicinity of the site.
 3. Jeopardize, endanger or otherwise constitute a menace to the public health, safety or general welfare.
- c. That the proposed site is adequate in size and shape to accommodate the yards, walls, fences, parking and loading facilities, landscaping and other development features prescribed in this title, or as is otherwise required in order to integrate said use with the uses in the surrounding area.
- d. The proposed site is adequately served:
1. By highways or streets of sufficient width and improved as necessary to carry the kind and quantity of traffic such use would generate.
 2. By other public or private service facilities as are required.

Section 2. That the Planning Commission hereby adopts the following findings pursuant to Section 17.42.050 of the LMC, in support of approving this application:

- a. That the proposed use will be located within a zone, which permits alcoholic beverages to be sold, served, or given away for on-sale or off-sale consumption, as the case may be, upon obtaining a conditional use permit.
- b. That the proposed use will not adversely affect nearby residents and facilities primarily devoted to use by children, families, and the general public, after giving consideration to the distance or proximity of the proposed alcoholic beverage establishment to residential districts, schools (public or private), day care centers, public parks, playgrounds and other recreational facilities, churches or other places of religious worship, hospitals, clinics or other health care facilities.
- c. That the proposed use serves the public convenience and necessity based upon all factors outlined in Section 17.42.060

Section 3. That the Planning Commission hereby adopts the following findings pursuant to Section 17.42.040 of the LMC, in support of approving this application:

- a. That the proposed use will serve a specific community need.
- b. That the distance waiver approved for the alcoholic beverage establishment is not expected to result in an adverse effect on adjacent property, uses or residents.

Section 4. This Commission hereby finds the foregoing recitals are true, correct and a substantive part of this resolution.

Section 5. This Commission hereby finds the project exempt from the provisions of the California Environmental Quality Act under Article 9 Section 15301 of the State CEQA Guidelines. Staff is hereby authorized and directed to prepare, execute, and file a Notice of Exemption pursuant to CEQA and State CEQA Guidelines.

Section 6. This Commission hereby approves Conditional Use Permit No. 19-11, subject to the conditions attached hereto and incorporated herein.

PASSED, APPROVED, and ADOPTED this 15th day of July 2019, by the following vote:

AYES:

NOES:

ABSTAIN:

RECUSED:

ABSENT:

JAMES D. VOSE, Chairman
Lancaster Planning Commission

ATTEST:

LARISSA DE LA CRUZ, Community Development Manager
City of Lancaster

Attachment:
Conditions List



E Avenue J-5

CUP
19-11

90'

HDR

C

Division St

**ATTACHMENT TO RESOLUTION 19-29
CONDITIONAL USE PERMIT NO. 19-11
CONDITION LIST
JULY 15, 2019**

GENERAL/ADVISORY

1. Unless otherwise indicated herein, the development and/or of the site shall be in substantial conformance with approved site plans on file in the Community Development Division.
2. This Conditional Use Permit must be used within two (2) years from the date of approval; otherwise the Conditional Use Permit will expire. The applicant may, not less than sixty (60) days prior to the expiration date, request a total of three one-(1)-year extensions in writing to the Community Development Manager. Modifications to the plan, including timing of on- and off-site improvements that do not raise significant new issues or extend the overall time frame beyond the approval period may be approved by the Community Development Manager.

Note: Issuance of building permits, installation of off-site improvements, and grading of the site do not constitute “use” of the conditional use permit. Under the Zoning Ordinance, construction or other development authorized by the conditional use permit must have commenced. Generally, the City requires that the slab of a major building in the project be poured and inspected in order to consider the permit used, although the circumstances of each case may vary depending on the land use involved. For the sale of alcohol within an existing building, the City generally requires that a license has been issued by the State of California Alcoholic Beverage Control to constitute “use” of the conditional use permit.

3. All requirements of the Municipal Code and the specific zoning of the subject property must be complied with unless otherwise set forth in the permit or shown on the approved plot plan.
4. Comply with all requirements of the Municipal Code and of the specific zoning of the subject property.
5. Three (3) copies of a signage plan shall be submitted for approval by the Community Development Director at the time of building plan issuance to be in compliance with the Municipal Code and Design Guidelines. Such plan shall be comprehensive and shall include: location, height, square-footage, method of attachment, construction materials, and colors of each sign proposed to be placed on the site.
6. All necessary permits shall be obtained from the Development Services Department prior to any construction, remodeling, or replacement of buildings or other structures.
7. If any provision of this permit is held or declared to be invalid, the permit shall be void, and the privileges granted hereunder shall lapse.

8. It is further declared and made a condition of this permit that if any condition hereof is violated, or if any law, statute, or ordinance is violated, the permit shall be suspended and the privileges granted hereunder shall lapse provided that the applicant has been given written notice to cease such violation and has failed to do so for a period of thirty (30) days.
9. All construction and/or installation of improvements shall be undertaken to the specification of the Lancaster Municipal Code.
10. Prior to occupancy of any buildings or structures, the permittee shall request, no less than forty-eight (48) hours in advance, that on-site inspection be made by the Community Development Division to verify that development of the property has occurred in conformity with conditions as enumerated in this permit.
11. The applicant shall be responsible for notifying the Community Development Division in writing of any change in ownership, designation of a new engineer, or change in the status of the developer, within thirty (30) days of said change.
12. This conditional use permit will not be effective until ten (10) working days after the date upon which it is granted by the Planning Commission and until the applicant has executed and returned to the Community Development Division an authorized acceptance of the conditions of approval applicable to said permit.
13. Expansion or intensification of the use beyond the approval specified herein would require subsequent review and possible application for amendment. The Community Development Manager is authorized to approve modifications to the site plan provided such modifications do not substantially change the intent of the approved use, avoid issues raised at the public meeting, or raise new issues not previously addressed.

ALCOHOL: GENERAL

14. Per the direction of the Community Development Manager, the applicant shall comply with Chapter 17.42 (Alcoholic Beverage Establishments).
15. On-site security shall be provided if determined necessary by the Community Development Manager.
16. The conditional use permit shall be subject to semi- and/or annual review by the Planning Commission should on-site operations or effects on adjacent uses warrant such review.
17. A copy of the conditions of approval for the conditional use permit must be kept on the premises of the establishment, and be presented to City of Lancaster or Los Angeles County Sheriff's personnel upon request.

ALCOHOL: OFF-SITE SALE

18. The City reserves the right to review the Conditional Use Permit one year from the date the Conditional Use Permit was first approved and at one-year intervals thereafter.
19. All alcoholic and non-alcoholic beverages available for public purchase shall be displayed in separate locations.
20. Per Section 17.42.020 of the Lancaster Municipal Code, the applicant shall be allowed to devote a maximum of 5% of overall sales floor area for sale of alcoholic beverages.
21. Wine shall not be sold in containers less than 750 milliliters, and wine coolers must be sold in manufacturers pre-packaged multi-unit quantities.
22. The applicant shall comply with Chapter 17.42 and Section 17.42.080 (Conditions of Approval for Off-Sale Alcoholic Beverages Establishments) except where specifically modified by this conditional use permit.

CONVENIENCE MARKETS

23. Per Section 17.42.020 of the Lancaster Municipal Code, the applicant is required to devote a minimum of 15% of overall sales floor area to display and sale of fresh meat and produce.
24. Spirits shall not be stored, displayed, or sold on the premises per Section 17.42.020 of the Lancaster Municipal Code.

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

25. No illuminated alcohol advertising will be located on the windows or door of the storefront.
26. No beer or wine shall be sold from ice tubs.
27. No beer or wine shall be displayed within five feet of the cash register or the front door, unless is it in permanently affixed cooler.
28. The sale of alcoholic beverages will be made only to persons who are within the licensed premises, and not through a drive-up window, pass-out, or slide-out tray to the exterior of the premises. Sales to intoxicated persons or "Common drunkards" shall not be tolerated.
29. No malt beverage products shall be sold, regardless of individual container size, in quantities of less than six per sale.

30. There shall be no single sales of beer regardless of size and shall only be sold in manufactures packaging in at least six can/bottles or more.
31. There shall be no coin operated games or video machines contained on the premises.
32. There shall be no sales or rentals of any adult magazines, videos, tapes, discs, films or any other harmful matter as described in Penal Code Section 313.
33. Signs shall be posted with current language of the Penal Code, Business and Professions Code, and Lancaster Municipal Code, regarding the prohibition of loitering, open containers, and consumption of alcoholic beverages at the premises.
34. Sales of alcoholic beverages shall be permitted between the hours of 8:00am and 12:00am midnight.

De La Cruz, Larissa

To: De La Cruz, Larissa
Subject: RE: Wonder Market Lancaster Hearing

-----Original Message-----

From: jack jack <jackandmonica@gmail.com>
Sent: Monday, July 15, 2019 9:07 AM
To: De La Cruz, Larissa <ldelacruz@cityoflancafterca.org>
Subject: Wonder Market Lancaster Hearing

To whom it may concern:

We would like to oppose the ABC License (liquor license) for the Wonder Market on Division Street.

We're concerned for the safety of our neighborhood. We have several children and residents in the immediate area. We have had problems with finding empty alcohol containers and epidermic needles on the sidewalks and parking lots.

We have also had several incidents with the Los Angeles County sheriffs department in this area. We are concerned that this may increase with the sale of alcohol so close by.

We also have a neighborhood church across the street in the immediate area (Lancaster Korean Sarang Church 661-944-7046. Which we believe is in the proximity of not having alcohol sold.

Please consider our concerns.

Sincerely,
Property Owner

City of Lancaster
Finance Department
44933 Fern Ave.
Lancaster, Ca 93534-2461
(661) 723-6033
www.cityoflanasterca.org

=====
Miscellaneous GL
1,497.00

1,497.00

Account Number: 101-3102800

Description: WONDER SUPERMARKET/APPEAL

=====
SubTotal: 1,497.00

Total: 1,497.00

=====
Check 1,497.00

Number : 1063

7/22/2019 13:48 LM

#0292969 /19/4

***** DUPLICATE #001 *****

7/22/2019 13:51 LM

Thank you.

Cardholder Signature (Credit Card Only)

APPEAL FORM

PLEASE PRINT OR TYPE:

BHUPINDER S. GREWAL 661-810-7774
 Name of Appellant Home Telephone Number
3434 RACQUET LN Palmdale CA 93551
 Home Address of Appellant City & State Zip Code Business Telephone Number

Send Correspondence and Notices to the following party:

GREWAL 3434@ Yahoo.com
Email address

3434 RACQUET LN PALMDALE, CA 93557
Name and Address

44117 DIVISION ST. LANCASTER, CA 93535
Address and Description of Real Property Involved

COMMISSION
Commission, Board, Official or Department whose action is being appealed

Date of action/decision from which appeal is taken: 07-15-2019 Case Number: CUP 19-11

Specific Action or Decision being appealed: Commission Denied my Case on 3-3-1 due To Distance Waiver For Church.

Grounds for Appeal: I contact To Pastor PAUL HUR at Lancaster Korean Sarang Church They give me No objection Letter (see Attached) Also There are 50+ customer who Sign The Support Letter in Favor of us.

Bhupinder Sigh Grewal 7-22-2019
Appellant Signature Date

If applicable, a duplicate set of properly formatted (i.e. no missing or cutoff information from addresses and addressees) mailing labels submitted for the original Planning Commission consideration shall be provided by the appellant at the time of the appeal filing.

Whom it May Concern,

I, PAUL HUR With Lancaster Korean Sarang Church at 44202 Division St Lancaster, CA 93535. We are cross the street from Wonder Grocery Market at 44117 Division St Lancaster, CA 93535. We have no objection if Wonder Grocery Market can get beer wine license and sell Alcohol at their business.

This one is from
LANCASTER KOREAN
SARANG CHURCH

Name (Print) PAUL HUR
Sign [Signature]
Phone 678-643-2303

Whom it May Concern,

I, Nava Neshia Pezz Shop at Wonder Grocery Market at 44117 Division St Lancaster, CA 93535. It's close to my residence. It will be very convenience for us if Wonder Grocery Market can get beer wine license.

I thank you!

Name (Print) Nava Neshia Pezz

Sign.....

Address 41644 Division #A

Phone 805 - 822 - 9281

Whom it May Concern,

I, Briana Carrothers..... Shop at Wonder Grocery Market at 44117 Division St Lancaster, CA 93535. It's close to my residence. It will be very convenience for us if Wonder Grocery Market can get beer wine license.

Name (Print) Briana Carrothers

Sign B.C

Address 44030 Division St

Phone (661) 445-1613

Whom it May Concern,

I, Cecilia Martinez Shop at Wonder Grocery Market at 44117 Division St Lancaster, CA 93535. It's close to my residence. It will be very convenience for us if Wonder Grocery Market can get beer wine license.

Name (Print) Cecilia Mtz
Sign Cecilia Mtz
Address 44110 Division St. AOTA
Lancaster CA 93535
Phone 661 644-21-50

Whom it May Concern,

I, OSCAR GONZALEZ Shop at Wonder Grocery Market at 44117 Division St Lancaster, CA 93535. It's close to my residence. It will be very convenience for us if Wonder Grocery Market can get beer wine license.

Name OSCAR GONZALEZ

Sign Oscar

Address 44011 Sierrabonita Way
Lancaster CA 93535

Phone (661) 888 3526

Whom it May Concern,

I, Caleb Velazquez Shop at Wonder Grocery Market at 44117 Division St Lancaster, CA 93535. It's close to my residence. It will be very convenience for us if Wonder Grocery Market can get beer wine license.

Name (Print) Caleb Velazquez
Sign. C. Velazquez
Address 43521 Kirkland Ave
Lancaster Ca, 93535
Phone 661-492-3115

Whom it May Concern,

I, BEN DAVIS Shop at Wonder Grocery Market at 44117 Division St Lancaster, CA 93535. It's close to my residence. It will be very convenience for us if Wonder Grocery Market can get beer wine license.

Name BEN DAVIS
Sign BEN DAVIS
Address 44117 N. DIVISION ST.
APT # B
Phone 661-609-9709

Whom it May Concern,

I, Jose Rendón Shop at Wonder Grocery Market at 44117 Division St Lancaster, CA 93535. It's close to my residence. It will be very convenience for us if Wonder Grocery Market can get beer wine license.

Name (Print) Jose Rendón

Sign [Signature]

Address 44024 Division St # 5

Phone 818 264 4559

Whom it May Concern,

I, Salvador Pineda Shop at Wonder Grocery Market at 44117 Division St Lancaster, CA 93535. It's close to my residence. It will be very convenience for us if Wonder Grocery Market can get beer wine license.

Name Salvador Pineda
Sign Salvador Pineda
Address 44209 DIVISION ST
LANCASTER CA 93555
Phone 661 945-0375

Whom it May Concern,

I, Wakeisha McDonald Shop at Wonder Grocery Market at 44117 Division St Lancaster, CA 93535. It's close to my residence. It will be very convenience for us if Wonder Grocery Market can get beer wine license.

Name (Print) Wakeisha McDonald
Sign Wakeisha McDonald
Address 44227 Carolside Ave
Lancaster, CA
Phone 661-874-2734

Whom it May Concern,

I, Cecyha MARTINEZ Shop at Wonder Grocery Market at 44117 Division St Lancaster, CA 93535. It's close to my residence. It will be very convenience for us if Wonder Grocery Market can get beer wine license.

Name (Print) Cecyha MARTINEZ
Sign [Signature]
Address 54100 APT. B.
LANCASTER CA
Phone 93535

Whom it May Concern,

Rosalve Gutierrez Shop at Wonder Grocery Market at 44117 Division St Lancaster, CA 93535. It's close to my residence. It will be very convenience for us if Wonder Grocery Market can get beer wine license.

Name Rosalve Gutierrez
Sign [Signature]
Address 44024 Division St
Phone 562-222-9128

Whom it May Concern,

I, TANAI WOODLEY Shop at Wonder Grocery Market at 44117 Division St Lancaster, CA 93535. It's close to my residence. It will be very convenience for us if Wonder Grocery Market can get beer wine license.

Name (Print) TANAI WOODLEY

Sign TANAI WOODLEY

Address 44104 DIVISION #3

Phone 661 409-4463

Whom it May Concern,

I, Carla Krisatis Shop at Wonder Grocery Market at 44117 Division St Lancaster, CA 93535. It's close to my residence. It will be very convenience for us if Wonder Grocery Market can get beer wine license.

Name (Print) Carla Krisatis

Sign Carla Krisatis

Address 44117 Division St

APT E Lancaster Ca 93535

Phone 661-227-2365

Whom it May Concern,

I, Michael Pennington Shop at Wonder Grocery Market at 44117 Division St Lancaster, CA 93535. It's close to my residence. It will be very convenience for us if Wonder Grocery Market can get beer wine license.

Name Michael Pennington
Sign Michael S. Pennington
Address 44040 Division St #10
Lancaster, CA 93535
Phone 661-234-2492

Whom it May Concern,

Tideon Parker

Shop at Wonder Grocery Market at 44117 Division St Lancaster, CA 93535. It's close to my residence. It will be very convenience for us if Wonder Grocery Market can get beer wine license.

Name Tideon C Parker

Sign Tideon C Parker

Address 44104 Division #3

Phone 661 409-4463

Whom it May Concern,

I, Maria Alvarez Shop at Wonder Grocery Market at 44117 Division St Lancaster, CA 93535. It's close to my residence. It will be very convenience for us if Wonder Grocery Market can get beer wine license.

Name (Print) Maria Alvarez
Sign Maria Alvarez
Address 615 W Ave J-10
Lancaster, CA 93534
Phone 661-794-9253

Whom it May Concern,

I, FIDEL MARTINEZ Shop at Wonder Grocery Market at 44117 Division St Lancaster, CA 93535. It's close to my residence. It will be very convenience for us if Wonder Grocery Market can get beer wine license.

Name FIDEL MARTINEZ
Sign Fidel Martinez
Address DIVISION ST. APT. B 44110
LANCASTER CA: 93535
Phone 661 4038490

Whom it May Concern,

I, MARIE SANDOVAL Shop at Wonder Grocery Market at 44117 Division St Lancaster, CA 93535. It's close to my residence. It will be very convenience for us if Wonder Grocery Market can get beer wine license.

Name (Print) Marie Sandoval

Sign MAS

Address 44110 AP. B. LANCASTER CA
1 93535

Phone _____

Whom it May Concern,

I, Ernesto MARTINEZ Shop at Wonder Grocery Market at 44117 Division St Lancaster, CA 93535. It's close to my residence. It will be very convenience for us if Wonder Grocery Market can get beer wine license.

Name (Print) ERNESTO BOUSQUET

Sign EB

Address 54110 DIVISION ST. APT P.
LANCASTER CA.

Phone 92535

Whom it May Concern,

I, Tonya Stewart Shop at Wonder Grocery Market at 44117 Division St Lancaster, CA 93535. It's close to my residence. It will be very convenience for us if Wonder Grocery Market can get beer wine license.

Name (Print) Tonya Stewart
Sign Tonya Stewart
Address 448 E AV 111
Lancaster Ca 93535
Phone 661-886-5535

Whom it May Concern,

I, Terry DORRIS..... Shop at Wonder Grocery Market at 44117 Division St Lancaster, CA 93535. It's close to my residence. It will be very convenience for us if Wonder Grocery Market can get beer wine license.

Name (Print) Terry DORRIS
Sign Terry Dorris
Address 44040 Division St.
Lancaster, CA. 93535
Phone 562. 259. 3549

Whom it May Concern,

I, PAMELA JORDEN Shop at Wonder Grocery Market at 44117 Division St Lancaster, CA 93535. It's close to my residence. It will be very convenience for us if Wonder Grocery Market can get beer wine license.

Name (Print) PAMELA JORDEN
Sign Pamela Jordan
Address 44050 Division St. #12
Lancaster, 93535
Phone 442.247.8458

Whom it May Concern,

I, CLARENCE D JONES Shop at Wonder Grocery Market at 44117 Division St Lancaster, CA 93535. It's close to my residence. It will be very convenience for us if Wonder Grocery Market can get beer wine license.

Name (Print) Demetrius Jones
Sign C Demetrius Jones
Address 43253 17th ST EAST
LANCASTER, CA 93533
Phone 661 485 0904

Whom it May Concern,

I, Jesus V. Castillo Jr. Shop at Wonder Grocery Market at 44117 Division St Lancaster, CA 93535. It's close to my residence. It will be very convenience for us if Wonder Grocery Market can get beer wine license.

Name (Print) Jesus V. Castillo Jr.
Sign JV Castillo
Address 615 W. Ave J-10
Lancaster, CA 93534
Phone 661-874-2124

Whom it May Concern,

I, Vera Carter Shop at Wonder Grocery Market at 44117 Division St Lancaster, CA 93535. It's close to my residence. It will be very convenience for us if Wonder Grocery Market can get beer wine license.

Name Vera Carter Brown

Sign. Vera Carter Brown

Address 44039 CAROLSIDE

Phone 661 312-7803

Whom it May Concern,

I, Ashley Berg..... Shop at Wonder Grocery Market at 44117 Division St Lancaster, CA 93535. It's close to my residence. It will be very convenience for us if Wonder Grocery Market can get beer wine license.

Name (Print) Ashley Berg
Sign. Ashley Berg
Address 44040 Division st #8
Lancaster, CA 93535
Phone 661-468-6812

Whom it May Concern,

I, Rashaun Hicks Shop at Wonder Grocery Market at 44117 Division St Lancaster, CA 93535. It's close to my residence. It will be very convenience for us if Wonder Grocery Market can get beer wine license.

Name Rashaun Hicks

Sign Rashaun Hicks

Address 134 East Ave J-7

Phone (213) 378-5659

Whom it May Concern,

I, FERNANDO SALMERON Shop at Wonder Grocery Market at 44117 Division St Lancaster, CA 93535. It's close to my residence. It will be very convenience for us if Wonder Grocery Market can get beer wine license.

Name (Print) FERNANDO SALMERON

Sign 

Address 1118 QUE JIO, LANCASTER, CA 93550

Phone (818) 423-1032

Whom it May Concern,

I, Gladys Donan Shop at Wonder Grocery Market at 44117 Division St Lancaster, CA 93535. It's close to my residence. It will be very convenience for us if Wonder Grocery Market can get beer wine license.

Name Gladys Donan
Sign Alan D
Address 615 W Ave J-10
Lancaster, CA 93534
Phone 661-~~9~~78-5254

Whom it May Concern,

I, Lynette Shop at Wonder Grocery Market at 44117 Division St Lancaster, CA 93535. It's close to my residence. It will be very convenience for us if Wonder Grocery Market can get beer wine license.

Name (Print) Lynette

Sign Lynette

Address 44104 division st

Phone (2661) 350-1087

Whom it May Concern,

I, Bruce S. Suggs Shop at Wonder Grocery Market at 44117 Division St Lancaster, CA 93535. It's close to my residence. It will be very convenience for us if Wonder Grocery Market can get beer wine license.

Name (Print) Bruce S. Suggs

Sign Bruce S. Suggs

Address 44209 DIVISION ST

LANCASTER CA 93535

Phone 661-409-4558

Whom it May Concern,

I, Syblee Johnson Shop at Wonder Grocery Market at 44117 Division St Lancaster, CA 93535. It's close to my residence. It will be very convenience for us if Wonder Grocery Market can get beer wine license.

Name (Print) Syblee Johnson
Sign Syblee Johnson
Address 44030 Division St #5
Lancaster CA 93535
Phone (818) 454-4958

Whom it May Concern,

I, Britny Lane Shop at Wonder Grocery Market at 44117 Division St Lancaster, CA 93535. It's close to my residence. It will be very convenience for us if Wonder Grocery Market can get beer wine license.

Name (Print) Britny Lane

Sign Britny Lane

Address 44110 Division St

Lancaster Ca 93535

Phone 661.492.4649

Whom it May Concern,

Tuesday R Millener. Shop at Wonder Grocery Market at 44117 Division St Lancaster, CA 93535. It's close to my residence. It will be very convenience for us if Wonder Grocery Market can get beer wine license.

Name Tuesday Milliner
Sign Tuesday Milliner
Address 44040 Division St Apt 41
Lancaster 93535
Phone 661-488-0306

Whom it May Concern,

I, Viviana Donan Shop at Wonder Grocery Market at 44117 Division St Lancaster, CA 93535. It's close to my residence. It will be very convenience for us if Wonder Grocery Market can get beer wine license.

Name (Print) Viviana Donan
Sign Viv Don
Address 615 W Ave J-10
Lancaster, CA 93534
Phone 661-618-0197

Whom it May Concern,

I, Daniel Shop at Wonder Grocery Market at 44117 Division St Lancaster, CA 93535. It's close to my residence. It will be very convenience for us if Wonder Grocery Market can get beer wine license.

Name (Print) Daniel

Sign. daniel54@gmail.com

Address 44304 Lancaster

Phone 562-482-9681

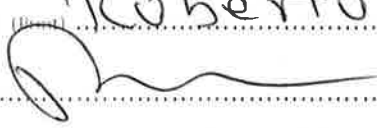
Whom it May Concern,

I, Kiesha Perrea..... Shop at Wonder Grocery Market
at 44117 Division St Lancaster, CA 93535. It's close to my residence. It will be very
convenience for us if Wonder Grocery Market can get beer wine license.

Name (Print) Kiesha Perrea
Sign Kiesha Perrea
Address 44030 Division St
Lancaster CA 93535
Phone (661) 227-4319

Whom it May Concern,


I, Roberto Zetina Shop at Wonder Grocery Market at 44117 Division St Lancaster, CA 93535. It's close to my residence. It will be very convenience for us if Wonder Grocery Market can get beer wine license.

Name Roberto Zetina
Sign 
Address 44135 DIVISION ST
LANCASTER CA 93535
Phone 661 945 0800

Whom it May Concern,

I, Mario Godino Shop at Wonder Grocery Market at 44117 Division St Lancaster, CA 93535. It's close to my residence. It will be very convenience for us if Wonder Grocery Market can get beer wine license.

Name (Print) Mario Godino

Sign. 

Address 441135 Division St

Lancaster CA 93535

Phone 606 893 3617

Whom it May Concern,

I, MANUEL NIETO Shop at Wonder Grocery Market at 44117 Division St Lancaster, CA 93535. It's close to my residence. It will be very convenience for us if Wonder Grocery Market can get beer wine license.

Name (Print) MANUEL NIETO
Sign Manuel Nieto
Address 130 W. AVE J-5
LANCASTER CA. 93534
Phone (661) 426-4671

Whom it May Concern,

I, Tawana Anthony..... Shop at Wonder Grocery Market at 44117 Division St Lancaster, CA 93535. It's close to my residence. It will be very convenience for us if Wonder Grocery Market can get beer wine license.

Name (Print) Tawana Anthony
Sign T-A
Address 156 East Ave J-7
Lanc., CA 93525
Phone 661 816-2381

Whom it May Concern,

I, DEBBIE GONZALES Shop at Wonder Grocery Market at 44117 Division St Lancaster, CA 93535. It's close to my residence. It will be very convenience for us if Wonder Grocery Market can get beer wine license.

Name DEBBIE GONZALES
Sign Debbie Gonzales
Address 169 W Ave J5
Lancaster, CA
Phone 661-365-8782

Whom it May Concern,

I, Melissa Sugas Shop at Wonder Grocery Market at 44117 Division St Lancaster, CA 93535. It's close to my residence. It will be very convenience for us if Wonder Grocery Market can get beer wine license.

Name (Print) Melissa Sugas

Sign 

Address 44110 Yucca Ave

Phone 661 429 8722

Whom it May Concern,

I, Sandra J. Anderson shop at Wonder Grocery Market at 44117 Division St Lancaster, CA 93535. It's close to my residence. It will be very convenience for us if Wonder Grocery Market can get beer wine license.

Name Sandra J. Anderson
Sign Sandra J. Anderson
Address 43846 Kirkland Ave
Lancaster, Ca. 93535
Phone (661) 945-4906

Whom it May Concern,

I, Barbara A Wells Shop at Wonder Grocery Market at 44117 Division St Lancaster, CA 93535. It's close to my residence. It will be very convenience for us if Wonder Grocery Market can get beer wine license.

Name Barbara A Wells
Sign [Signature]
Address 43846 Kirkland Ave
Lawe CA 93535
Phone 661 943 3464

Whom it May Concern,

I, VANCE ANDERSON Shop at Wonder Grocery Market at 44117 Division St Lancaster, CA 93535. It's close to my residence. It will be very convenience for us if Wonder Grocery Market can get beer wine license.

Name (Print) VANCE ANDERSON

Sign. Vance Anderson

Address. 43846 KIRKLAND AVE.
LANCASTER, CA. 93535

Phone 661.945.4906

Whom it May Concern,

I, Dravayall M Everett JR Shop at Wonder Grocery Market at 44117 Division St Lancaster, CA 93535. It's close to my residence. It will be very convenience for us if Wonder Grocery Market can get beer wine license.

Name (Print) Dravayall M Everett JR

Sign [Signature] JR

Address 45679 Trafalgar Dr

Lancaster CA 93534

Phone 747 2749611

Whom it May Concern,

I, Franklin Panamen Shop at Wonder Grocery Market at 44117 Division St Lancaster, CA 93535. It's close to my residence. It will be very convenience for us if Wonder Grocery Market can get beer wine license.

Name Franklin Panamen
Sign Franklin P.
Address 44274 Carolside AVE
Lancaster CA 93535
Phone 661 9745967

Whom it May Concern,

I, Jesus V. Castillo Shop at Wonder Grocery Market at 44117 Division St Lancaster, CA 93535. It's close to my residence. It will be very convenience for us if Wonder Grocery Market can get beer wine license.

Name (Print) Jesus V. Castillo
Sign Jesus V. Castillo
Address 615 W Ave J-10
Lancaster, CA 93534
Phone 818-814-9731

Whom it May Concern,

I, Lakesha Brown Shop at Wonder Grocery Market at 44117 Division St Lancaster, CA 93535. It's close to my residence. It will be very convenience for us if Wonder Grocery Market can get beer wine license.

Name (Print) Lakesha Brown
Sign Lakesha B
Address 44036 Division st apt 2
Lancaster ca 93535
Phone (661) 227-4319

Whom it May Concern,

I, Mario CRISTAL ES Shop at Wonder Grocery Market at 44117 Division St Lancaster, CA 93535. It's close to my residence. It will be very convenience for us if Wonder Grocery Market can get beer wine license.

Name (Print) Mario CRISTAL ES

Sign 

Address 115 W AVALON

LANCASTER CA 93532

Phone 661 5822139

Whom it May Concern,

I, Bruce Long Shop at Wonder Grocery Market
at 44117 Division St Lancaster, CA 93535. It's close to my residence. It will be very
convenience for us if Wonder Grocery Market can get beer wine license.

Name (Print) Beverly Blvd.
Sign B. Long
Address 7016 Ave J-5
Lancaster, CA 93535
Phone 661-349-2919

Whom it May Concern,

I, MAIDA Jimenez Shop at Wonder Grocery Market
at 44117 Division St Lancaster, CA 93535. It's close to my residence. It will be very
convenience for us if Wonder Grocery Market can get beer wine license.

Name MS. MAIDA Jimenez

Sign M. Maida Jimenez

Address 44110 DIVISION ST

LANCASTER, Calif. 93535

Phone 661-583-4857

Whom it May Concern,

I, Liliana Ruelas Shop at Wonder Grocery Market at 44117 Division St Lancaster, CA 93535. It's close to my residence. It will be very convenience for us if Wonder Grocery Market can get beer wine license.

Name (Print) Liliana Ruelas
Sign [Signature]
Address 44117 Division St
Lancaster
Phone (661) 723-5295

OWNER
BHUPINDER SING GREWAL
3434 RACQUET LN
PALMDALE, CA. 93551

DESIGNER
JOSE HERNANDEZ
2531 E. AVE. Q-14
PALMDALE, CA. 93550

1
BHUPINDER S. GREWAL
42738 3RD ST.
LANCASTER, CA. 93535-5113
3132-017-006

2
WILLIAM R. GARDINER
37318 95TH ST. EAST
LITTLE ROCK, CA. 93543
3132-017-005

3
GEORGE AND HASMIK NAZARIAN
6944 LOUISIS AVE.
VAN NUYS, CA. 91406
3132-017-009

4
ELBERT & ELSON LAI
619 N. REXFORD DR.
BEVERLY HILLS, CA. 90210-3311
3132-017-010

5
MARAT KAPUKCHYAN
1155 CANTARA ST. UNIT F
NORTH HOLLYWOD, CA/ 91605
3132-017-011

6
REID BREITMAN
1417 VIA ANITA
PACIFIC PALISADES, CA. 90272-2014
3132-017-001

7
SEARS ROEBUCK AND CO.
3333 BEVERLY RD.
HOFFMAN ESTATES, IL. 60179-0001
3132-017-002

8
ALAN B FRISCH TR
433 W. AVE. J-5 UNIT 12
LANCASTER, CA.. 93534-4479
3132-016-045

9
BHUPINDER S. GREWAL
42738 3RD ST.
LANCASTER, CA. 93535-5113
3132-016-046

10
GARDINER WILLIAM R.
37318 95TH ST. EAST
LITTLE ROCK, CA.
3132-016-034

11
RAUL AND JESSICA ROSALES
40835 38TH ST. WEST
PALMDALE, CA.. 93551-1236
3132-016-023

12
RVGM INVESTMENTS LLC
129 STAGE COACH RD.
BELL CANYON, CA.
3132-016-035

13
SHIRLEY L WALSMATR
1653 W. AVE. L
LANCASTER, CA. 93534
3132-016-030

14
LLOYD M. & KATHLYNE E KETT
44430 CALSTON AVE.
LANCASTER, CA. 93535-3337
3132-016-029

15
LLOYD M. & KATHLYNE E KETT
44430 CALSTON AVE.
LANCASTER, CA. 93535-3337
3132-016-016

16
LLOYD M. & KATHLYNE E KETT
44430 CALSTON AVE.
LANCASTER, CA. 93535-3337
3132-016-015

17
LLOYD M. & KATHLYNE E KETT
44430 CALSTON AVE.
LANCASTER, CA. 93535-3337
3132-016-048

18
IGYA DEMIRCI
12000 DARBY AVE.
NORHRIDGE, CA. 91326-1112
3132-016-047

19
CORY J AND KAREN L CHRISTENSEN
1305 W. JACKMAN ST.
LANCASTER, CA. 93534-2116
3132-016-042

20
GNSL PROPERTIES
10420 PINYON AVE.
TUJUNGA, CA. 91042
3231-016-041

21
FRED AND TERESA ZULLO
P.O BOX 3307
CANYON COUNTRY, CA. 91386-3307
3132-016-007

22
NO NAME
44209 DIVISION ST.
LANCASTER, CA. 93535-3524
3132-016-049

23
BUSINESS CENTER PARKWAY
43141 BUSINESS CTR PARKWAY SUITE
200, LANCASTER, CA. 93535-3524
3132-015-058

24
BUSINESS CENTER PARKWAY
43141 BUSINESS CTR PARKWAY SUITE
200, LANCASTER, CA. 93535-3524
3132-015-059

25
GRAYMAR INC
24 HAMMOND
IRVINE, CA. 926-18-1680
3132-015-070

26
ROYAL M. & JENNIFER L BARBER
1614 BEL AIRE DR.
GLENDALE, CA. 91201-1416
3141-017-001

27
STEVEN D HEDDELFINGER CO. TR
457 W. AVE. J12
LANCASTER, CA. 93534-4901
3141-017-002

28
STEVEN D HEDDELINGER CO. TR
457 W. AVE. J12
LANCASTER, CA. 93534-4901
3141-017-003

31
KAA PROPERTIES
4900 SANTA ANITA AVE. SUITE 26
EL MONTE, CA. 917313141-017-006
3141-017-006

34
MPSN PROPERTIES II P
4900 SANTA ANITA AVE. UNIT 2C
EL MONTE, CA. 91731-1490
3141-017-009

37
ABDELHAKIM KHOUAS
44023 CAROLSIDE AVE.
LANCASTER, CA. 93535-3534
3141-017-017

40
VICTOR L AND CHRISTINE A JACKSON
2618 SANDSTONE CT
PALMDALE, CA. 93551-1513
3141-017-020

43
ELIAS, OLGA RAMOS, SERGIO
9521 COLUMBUS AVE.
NORTH HILLS, CA. 91343
3141-017-023

46
GREGORY KIMURA
495 SIERRA MADRE VILLA AVE.
PASADENA, CA. 91107
3141-017-026

49
NELSON AND MARIA SOSA
44144 CAROLSIDE AVE.
LANCASTER, CA. 93535-3532
3141-016-001

52
PROPERTY REHAB OPERATIONS LLC
3243 E. PALMDALE BLVD.
PALMDALE, CA. 93550-5007
3141-016-004

55
JING TR WANG
P.O BOX 4892
LANCASTER, CA. 93539-4892
3141-016-007

29
SHARRON M ARONOFF TR
3649 KIM CT.
LANCASTER, CA. 93536-6208
3141-017-004

32
KAA PROPERTIES
4900 SANTA ANITA AVE. SUITE 26
EL MONTE, CA. 917313141-017-007
3141-017-007

35
DANNY G AND MARIA A NUNEZ
1135 E. CHESTNUT ST.
GLENDDALE, CA. 91205
3141-017-010

38
MIGUEL AND CARMEN ZARATE
44029 CAROLSIDE AVE
LANCASTER, CA. 93535-3534
3141-017-018

41
JIMMIE S DOW
3607 CAMINO HERMANOS
LANCASTER, CA. 93536-2824
3141-017-021

44
SARAH RUTHERFORD
11165 E. AVE. K APT 25
LANCASTER, CA. 93535-0000
3141-017-024

47
WENCELAO AND DOLORES X
RODRIGUEZ
44139 CAROLSIDE AVE
LANCASTER, CA. 93535-3532
3141-017-027

50
JACKSON M AND ANA M ALLEN
6935 CALVIN AVE.
RESEDA, CA. 91335-3727
3141-016-002

53
RAYSACK HOLDING LLC
255 RAYMOND AVE. SUITE 319
ALHAMBRA, CA. 91801
3141-016-005

56
RAYSACK HOLDING LLC
255 RAYMOND AVE. SUITE 319
ALHAMBRA, CA. 91801
3141-016-008

30
JESSE AND JOSEFINA TRS RUELAS
2506 W. AVE. K
LANCASTER, CA. 93536-5353
3141-017-005

33
MACE GROUP
11671 SHOSSHONE AVE.
GRANADA HILLS, CA. 91344
3141-017-008

36
EQUITY TRUST COMPANY
1 EQUITY WAY
WESTLAKE, OH. 44145
3141-017-011

39
44035 CAROLSIDE AVE.
LANCASTER, CA. 93535-3534
3141-017-019

42
EDGAR AND JESSICA REYES
44111 CAROLSIDE AVE.
LANCASTER, CA. 93535
3141-017-022

45
DAVID AND ROSALBA SOLANO
1716 E. HOLGWIN ST.
LANCASTER, CA. 93535-3532
3141-017-026

48
MARC HAAS
44145 CAROLSIDE AVE
LANCASTER, CA. 93535-3532
3141-017-028

51
ROBERTO AND CARDENAS OSSIO
44134 CAROLSIDE AVE.
LANCASTER, CA. 93535
3141-016-003

54
JEROME R FEE II
37330 SPRINGFIELD ST.
PALMDALE, CA. 93552-4321
3141-016-006

57
BLANCA MARTINEZ
44038 CAROLSIDE AVE.
LANCASTER, CA. 93535
3141-016-009

58
JAMES W. JR. AND CAROL J WRAY
P.O BOX 653
LANCASTER, CA. 93534-0653
3141-016-010

61
CARLOS VALDEZ
44221 CAROLSIDE AVE.
LANCASTER, CA. 93535
3141-006-017

64
ABDUL KAHN
1047 E. MEDA AVE.
GLENORA, CA. 91741-2870
3141-006-014

59
LANCASTER KOREAN SA RANG
CHURCH
44202 DIVISION ST.
LANCASTER, CA. 93535-3525
3141-006-016

62
PALMSHGED LLC
5737 KANAN RD. UNIT 460
AGOURA HILLS, CA. 91301
3141-006-016

65
JOSE I GONZALEZ
44208 CAROLSIDE AVE.
LANCASTER, CA. 93535-3531
3141-007-014

60
FJR PROPERTIES LLC
16307 BURTON WAY
SANTA CLARITA, CA. 91390
3141-006-011

63
RANDEL I MONTERROSO
44209 CAROLSIDE AVE.
LANCASTER, CA. 93535-3530
3141-006-015

66
SUASTEGUI, ELIUD C MARTINEZ,
SERBANDA S
137 E. AVE. J-5
LANCASTER, CA. 93535-3531
3141-007-015

STAFF REPORT
City of Lancaster

PH 2
08/13/19
JC

Date: August 13, 2019

To: Mayor Parris and City Council Members

From: Jeff Hogan, Development Services Director

Subject: **Vacation of Sewer Easement on Parcel 1 of Tract Map 71630 near the Southwest Corner of 10th Street West and Avenue J-2**

Recommendation:

Adopt **Resolution No. 19-46**, ordering the Vacation of Sewer Easement on Parcel 1 of Tract Map 71630 near the southwest corner of 10th Street West and Avenue J-2.

Fiscal Impact:

None

Background:

The existing sewer line within the sewer easement is located under an existing building and is serving only that building; it is, therefore, not being utilized as a public sewer line, and should not be maintained with public funds.

On July 09, 2019, the City adopted Resolution No. 19-41, declaring its intention to vacate the subject excess sewer easement and set August 13, 2019, as the date of the public hearing to receive testimony relative to the proposed vacation.

The public hearing will be held for the City Council to determine if there are any public objections to the City vacating the excess sewer easement located on Parcel 1 of Tract Map 71630 near the southwest corner of 10th Street West and Avenue J-2.

AT:gb

Attachment:

Resolution No. 19-46

RESOLUTION NO. 19-46

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, CALIFORNIA, ORDERING THE VACATION OF SEWER EASEMENT ON PARCEL 1 OF TRACT MAP 71630 NEAR THE SOUTHWEST CORNER OF 10TH STREET WEST AND AVENUE J-2

WHEREAS, the existing sewer easement is no longer needed.

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

Section 1. The Resolution of Intention in the matter of vacation of the above described easement in the City of Lancaster was adopted by the City Council of the City of Lancaster on July 9, 2019, which resolution established the time and place for the public hearing on said easement vacation.

Section 2. Due notice of said hearing has been published and posted as required by law.

Section 3. All protests in this matter have been duly considered.

Section 4. That the City Council finds, from all the evidence submitted, that an easement as described in its Resolution of Intention, Resolution No. , is unnecessary for present or prospective sewer purposes.

Section 5. The City Council does hereby order the vacation of that certain sewer easement to the owner of record as described in Exhibit A and shown on Exhibit B.

Section 6. The City Clerk is hereby ordered to cause a certified copy of this resolution attested to by the City Clerk under the seal of the City, to be recorded in the office of the County recorder of Los Angeles County.

Section 7. The City Clerk is hereby ordered to cause a certified copy of this resolution attested to by the City Clerk under the seal of the City, to be mailed to the following agencies:

Los Angeles County Tax Assessor's Office

PASSED, APPROVED and ADOPTED this 13th day of August 2019, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

APPROVED:

RONDA PEREZ
Acting 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. 19-46, 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"

THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 7 NORTH, RANGE 12 WEST, SAN BERNARDINO MERIDIAN, WITHIN A STRIP OF LAND 6 FEET WIDE, LYING 3 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE:

*COMMENCING AT A POINT IN THE WESTERLY LINE OF THE EASTERLY 50 FEET OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION DISTANT N0°28'30"W THEREON 200.00 FEET FROM THE SOUTHERLY LINE OF THE NORTHEAST QUARTER OF THE NORTH EAST QUARTER OF SAID SECTION; THENCE N89°53'40"W 475.67 FEET; THENCE NORTH 0°28'30" WEST, 10' TO THE **TRUE POINT OF BEGINNING**; THENCE CONTINUING N0°28'30"W 215.00 FEET.*

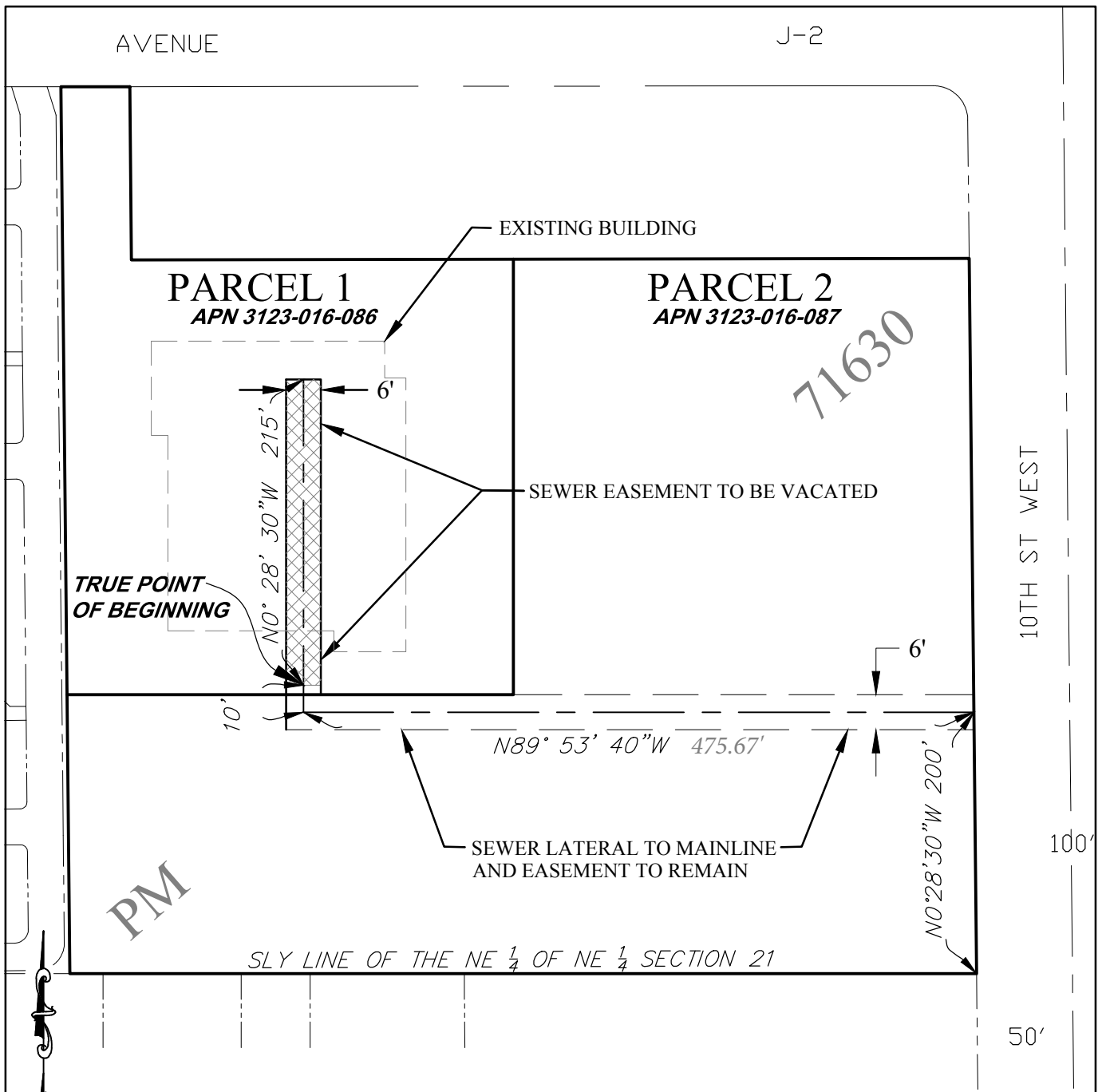


CITY OF LANCASTER

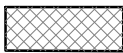
CITY OF LANCASTER
44933 N. FERN AVENUE
LANCASTER, CA 93534

TITLE:
SEWER EASEMENT
VACATION
APN: 3123-016-086

EXHIBIT "A"



N.T.S.



INDICATES SEWER EASEMENT TO BE VACATED



CITY OF LANCASTER

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

TITLE:
SEWER EASEMENT
APN: 3123-016-086

EXHIBIT "B"

STAFF REPORT
City of Lancaster

NB 1
08/13/19
JC

Date: August 13, 2019

To: Mayor Parris and City Council Members

From: Lee D’Errico, Public Safety Director

Subject: **Animal Control Services Agreement**

Recommendation:

Approve the renewal of the City-County Municipal Services Agreement and Service Level Request between the City of Lancaster and the County of Los Angeles for Animal Control Services provided by the Los Angeles County Animal Care and Control (LACACC); and authorize the City Manager, or his designee, to sign all documents.

Fiscal Impact:

\$1,260,000; sufficient funds are available in account 101-4820-363. All animal control service contract costs are considered and approved annually by the City Council as a component of the City’s budget development and adoption process.

Background:

In July 2018, the City Council entered into the current annual City-County Municipal Services Agreement with the County of Los Angeles for animal control services provided by the Los Angeles County Animal Care and Control (LACACC). That agreement expired on June 30, 2019.

Under the proposed renewal agreement, LACACC would continue to provide general animal control services within the city limits of the City of Lancaster. The term of the new agreement would be effective from July 1, 2019 through June 30, 2020, unless terminated sooner per procedures outlined in the agreement. Specific provisions of animal control activities are directed by the City through the City budget process, city ordinances, the LACACC City-County Municipal Services Agreement and overall management of animal control operations and programs by City Public Safety staff and LACACC command staff.

Attachment:

City-County Municipal Services Agreement

CITY-COUNTY MUNICIPAL SERVICES AGREEMENT
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COUNTY OF LOS ANGELES DEPARTMENT OF ANIMAL CARE
AND CONTROL AND CITY OF LANCASTER

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CITY-COUNTY MUNICIPAL SERVICES AGREEMENT

COUNTY OF LOS ANGELES DEPARTMENT OF ANIMAL CARE AND CONTROL AND CITY OF LANCASTER

THIS MUNICIPAL ANIMAL CARE AND CONTROL AGREEMENT ("Agreement") between the COUNTY OF LOS ANGELES ("the County") and the CITY OF LANCASTER ("the City"), together known as "the Parties," is made and entered into July 1, 2019, or when signed by all Parties, whichever is later.

RECITALS

- a. The City desires to contract with the County to perform the animal care and control functions described in this Agreement; and
- b. The County is agreeable to providing such services on the terms and conditions set forth in this Agreement; and
- c. Such agreements are authorized and provided for by the provisions of Section 56-1/2 and 56-3/4 of the Charter of the County of Los Angeles and Section 51300 et seq. of the Government Code of the State of California.

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement, and for good and valuable consideration, the Parties mutually agree as follows:

1.0 AGREEMENT TO PROVIDE SERVICES UNDER STATE AND LOCAL STATUTES

- 1.1 The County agrees, through the County Department of Animal Care and Control ("the Department"), to provide general animal care and control services within the corporate limits of the City to the extent and in the manner stated in the Agreement and its Attachments.
- 1.2 Except as otherwise specifically stated in the Agreement, the services will only encompass duties and functions of the type coming within the jurisdiction of and customarily provided by the County under the Charter of the County, the Los Angeles County Code, and the statutes of the State of California. The County will provide services in accordance with the provisions of Title 10, "Animals," of the Los Angeles County Code, and all amendments enacted to Title 10, except as otherwise agreed by the Parties in the most recently executed Service Level Request.

2.0 ADMINISTRATION OF PERSONNEL

- 2.1 The County will control all aspects of the services provided by the County including, but not limited to, standards of performance, discipline of officers and staff, and all employment-related matters.
- 2.2 In the event of a dispute between the Parties regarding the duties and services to be provided, or the minimum level or manner of performance of such services, the City will be consulted and agreement between the Parties attempted. If agreement cannot be reached, the County will make the final and conclusive determination of the dispute.
- 2.3 All City employees who work with the Department under the Agreement will remain employees of the City and will not have any claim or right to employment, civil service protection, salary, benefits, or claims of any kind from the County. No City employee will become an employee of the County unless by specific additional agreement in the form of a merger contract, which must be concurrently adopted by the City and the County. Except as otherwise specifically set forth in the Agreement or in the attached Service Level Request, to the extent the County provides the City with animal licensing services, neither the City employees nor their agents will perform any function related to the licensing of animals, including collection of license fees, penalties, or field enforcement fees. Field enforcement fees will only be collected by the Department for services performed by employees of the Department.
- 2.4 For the purposes of performing services under the Agreement, and only for the purpose of giving authority for Department staff to provide these services, every County officer and/or employee engaged in performing any service will be deemed to be a contracted officer or employee of the City while performing service for the City, provided the service is within the scope of the Agreement and is a municipal function.
- 2.5 The City will not assume any liability for the direct payment of salaries, wages, or other compensation to County personnel performing services under the Agreement. Except as described under Section 5.0, the City will not be liable for compensation or indemnity to any County employee or agent of the County for injury or sickness arising out of his/her employment while providing services under the Agreement.
- 2.6 The County agrees that it is subject to the County Civil Services Rules prohibiting discrimination based on non-merit factors.

3.0 DEPLOYMENT OF PERSONNEL

- 3.1 The Department in cooperation with the City will determine how to provide the services required by the Agreement.
- 3.2 The City agrees to complete an Attachment B, Service Level Request form, specifying the level of service to be provided, which will be signed and authorized by the City and the Department representative and attached to the Agreement. The Department will issue annual notifications of any change to the billing rate as stated in Paragraph 8.2. Unless the City changes other provisions within the most recent executed Service Level Request, it is not necessary to execute a revised Service Level request to reflect a billing rate change.
- 3.3 The City may at any time request a change in level of service by completing a revised Attachment B, Service Level Request form, and submitting the form to the Department. The revised level of service to be provided and current fiscal year billing rate will be signed and authorized by the City and the Department representative and attached to the Agreement as an amendment. Changes requested at times other than the beginning of the fiscal year will be implemented as soon as practical, as determined by the Department. The Department reserves the right to approve or disapprove requests on the Service Level Request in accordance with Section 3.1 of this Agreement.
- 3.4 The City is not limited to the services indicated but may also request any other services in the field of public safety, animal welfare, or related fields within the legal power of the Director of the Department to provide. The County reserves the right to determine, in its sole discretion, whether the Department can provide requested services.

4.0 PERFORMANCE OF CONTRACT

- 4.1 For performing services under the Agreement, the County will provide all necessary labor, supervision, equipment, communication facilities, and supplies necessary to maintain the agreed level of service.
- 4.2 Nothing in the Agreement prohibits the City from providing, at the City's expense, additional resources for the County to utilize in performance of the services.
- 4.3 Any use of special supplies, stationery, notices, forms, in other than standard Department format, must be approved by the Director of the Department and supplied by the City at its own cost and expense.

- 4.4 If requested, the Department will use its best efforts to attend one in-person meeting with the City, up to three hours duration, per quarter at no charge to the City. Additional meetings may be scheduled under unusual or urgent circumstances as agreed upon by the Department. The City will pay the hourly rate listed in Attachment C, City-County Municipal Services Billing Rates, for any additional hours of the Department's contract management staff's time at meetings requested by the City. Due to a lack of availability of meeting space in County facilities, the City will provide a mutually agreed upon meeting space and location for all in-person meetings or meet at the Department's headquarters in Long Beach, California.
- 4.5 If requested, the Department will use its best efforts to send representatives to the City's Council meetings for proposed ordinance changes, contract revisions, or any related animal issues where input from the Department is needed.
- 4.6 If requested, the Department will use best efforts to coordinate a conference call meeting once per month at no charge to the City. Additional meetings may be scheduled under unusual or urgent circumstances as agreed upon by the Department. The City will pay the hourly rate listed in Attachment C, City-County Municipal Services Billing Rates, for any additional hours of County representatives' time at meetings requested by the City.
- 4.7 The Department will make available upon request, at no charge to the City, the reports listed on the Attachment A, Description of Services, at the intervals indicated in that attachment. For any additional reports that are not included on Attachment A, Description of Services, or those requested at more frequent intervals, the Department will account for the hours of staff time required to produce the reports. The County will provide, at no charge to the City, up to 12 hours of staff time annually for any additional requested reports. The City will be responsible for any excess hours at the current billing rate for staff time as listed in Attachment C, City-County Municipal Services Billing Rates.

5.0 INDEMNIFICATION

- 5.1 The Parties have executed an Assumption of Liability Agreement approved by the Board of Supervisors on December 27, 1977, and/or a Joint Indemnity Agreement approved by the Board of Supervisors on October 8, 1991, and/or a revised Joint Indemnity Agreement approved by the Board of Supervisors on August 9, 1993. Whichever of these documents the City has signed later in time is currently in effect and hereby made a part of and incorporated into the Agreement as if set out in full in the Agreement.

5.2 In the event the Board of Supervisors later approves a revised Joint Indemnity Agreement and the City executes the revised agreement, the subsequent agreement as of its effective date will supersede the Joint Indemnity Agreement previously in effect between the Parties.

6.0 TERM OF CONTRACT

6.1 Unless sooner terminated as provided for in the Agreement, the Agreement will be effective July 1, 2019, or when signed by the Parties, whichever is later, and will remain in effect until June 30, 2024, unless sooner terminated or extended.

6.2 At the option of the Board of Supervisors and with the consent of the City Council, the Agreement may be renewable for successive periods not to exceed five (5) years each.

7.0 RIGHT OF TERMINATION

7.1 Either Party may terminate the Agreement as of the first day of July of any year upon notice in writing to the other Party of at least sixty (60) days before the termination date.

7.2 Despite any provision to the contrary in the Agreement, the City may terminate the Agreement upon notice in writing to the County given within sixty (60) calendar days of receipt of written notice from the County of any increase in the rate for any service to be performed under the Agreement. In such an event the Agreement will terminate sixty (60) calendar days from the date of the City's notice to the County.

7.3 The Agreement may be terminated at any time, with or without cause, by either Party upon written notice given to the other Party at least one hundred eighty (180) days before the date specified for that termination.

7.4 In the event of an unresolved dispute, either Party may terminate the Agreement by giving not less than sixty (60) days' notice in writing to the other Party. A dispute is unresolved when both Parties agree that there is no resolution and no intent by either Party to continue to seek a resolution.

7.5 In the event of a termination, each Party will fully discharge all obligations owed to the other Party that accrued before the date of the termination, and each Party will be released from all obligations which would otherwise accrue after the date of termination.

8.0 CONTRACT SUM

8.1 The City will pay for the services provided under the terms of the Agreement at the current fiscal year rate established by the County

Auditor-Controller and set forth in the current Attachment C, City-County Municipal Services Billing Rates.

- 8.2 The rates indicated in the City-County Municipal Services Billing Rates form will be readjusted by the County annually, effective the first day of July each year, to reflect the cost of services in accordance with the policies and procedures for the determination of rates established by the County.
- 8.3 The City will be billed based on the current service level described in the latest Attachment C, City-County Municipal Services Billing Rates form, submitted by the City and approved by the County.
- 8.4 The cost of additional services requested under the Agreement and not set forth in the Service Level Request form will be determined by the Department in accordance with the policies and procedures established by the County.

9.0 PAYMENT PROCEDURES

- 9.1 The County, through the Department, will submit a summary invoice covering all services performed during the month to the City within twenty-five (25) days after the close of each calendar month. The City will pay the County for all undisputed amounts within thirty (30) days after the date of the invoice.
- 9.2 If payment is not delivered to the County office described on the invoice within sixty (60) days after the date of the invoice, the County is entitled to recover interest on the unpaid amount. For all disputed amounts, the City will provide the County with written notice of the dispute including the invoice date, amount, and reason(s) for the dispute within twenty-one (21) days after receipt of the invoice. The Parties will confirm the resolution of the dispute in writing. For any disputed amounts, interest will accrue if payment is not received within sixty (60) days after the date of the written resolution.
- 9.3 Interest will be calculated at the rate of seven percent (7%) annually or any portion thereof, from the last day of the month for which the services were performed, or in the case of disputed amounts, from the date of the written resolution.
- 9.4 Despite the provisions of Government Code Section 907, if payment is not delivered to the County office described on the invoice within sixty (60) days after the date of the invoice, or in the case of disputed amounts, from the date of the written resolution, the County may satisfy such indebtedness, including interest on unpaid amounts, from any funds of the City on deposit with the County, without giving further notice to the City of the County's intention to do so.

10.0 NOTICES

10.1 Each Party must designate a Primary Contact, identified in Attachment B, Service Level Request, to facilitate the services which are the subject of the Agreement. Except for necessary communications required for day-to-day facilitation of the services under the Agreement, which may be delivered by telephone, email, or in person, all notices or demands required, permitted, or desired to be given by one Party to the other must be in writing and mailed to the other Party's Primary Contact at the address identified in Attachment B, Service Level Request. Addresses and persons to be notified may be changed by either Party by giving written notice to the other Party.

10.2 Notices to the County of Los Angeles must be addressed as follows:

County of Los Angeles Department of Animal Care and Control
Contract Management Division
Attn: Contract City Liaison
5898 Cherry Avenue
Long Beach, CA 90805
Phone: (562) 256-2412

10.3 Notices to the City must be addressed to the contact person listed on the most recent Service Level Request on file and/or the current City Official or City Manager.

11.0 AMENDMENTS

11.1 All changes, modifications, or amendments to the Agreement must be in writing and duly executed by the Director of the Department, or his/her designee, and an authorized representative of the City.

12.0 AUTHORIZATION WARRANTY

12.1 The City represents and warrants that the person executing the Agreement for the City is an authorized agent who has actual authority to bind the City to each term, condition, and obligation of the Agreement and that all requirements of the City have been fulfilled to provide such actual authority.

12.2 The County represents and warrants that the person executing the Agreement for the County is an authorized agent who has actual authority to bind the County to each term, condition, and obligation of the Agreement and that all requirements of the County have been fulfilled to provide such actual authority.

13.0 ENTIRE AGREEMENT

13.1 The Agreement, including Attachment A, Description of Services, the most recent Attachment B, Service Level Request, and the latest Attachment C, City-County Municipal Services Billing Rates, along with the applicable Assumption of Liability or Joint Indemnity Agreement referenced under Section 5.0, constitute the complete and exclusive statements of the Parties which supersede all previous agreements, written or oral, and all communications between the Parties relating to the subject matter of the Agreement. All changes or amendments to the Agreement must be in writing and mutually executed by authorized personnel on behalf of the Parties. The Director of the Department or his/her designee is authorized by the County to execute amendments.

14.0 CONSTRUCTION OF AGREEMENT

14.1 Each Party has participated in the drafting and preparation of the Agreement, and each Party agrees that the Agreement will not be construed against any Party on the grounds that the Party drafted the Agreement.

15.0 IMPLEMENTATION OF AGREEMENT

15.1 Each Party agrees to execute the documentation required and to take such other actions as may be reasonably necessary to accomplish the purposes of the Agreement.

16.0 COUNTERPARTS

16.1 The Agreement may be executed in counterparts (including via facsimile), which will become effective only when every Party has signed and delivered a counterpart. The originals of any counterpart signature pages will be delivered to the County and retained as part of the original Agreement.

CITY-COUNTY MUNICIPAL SERVICES AGREEMENT
COUNTY OF LOS ANGELES DEPARTMENT OF ANIMAL CARE
AND CONTROL AND CITY OF LANCASTER

IN WITNESS WHEREOF, the County of Los Angeles, by order of its Board of Supervisors has caused the Agreement to be executed by the Director of the Department of Animal Care and Control and the City has caused the Agreement to be executed on its behalf by its authorized representative.

CITY OF LANCASTER

COUNTY OF LOS ANGELES

By _____
City of Lancaster, City Manager Date

By _____
MARCIA MAYEDA Date
Director, Animal Care and Control

By _____
City Clerk Date

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By _____
City Attorney Date

By _____
Deputy County Counsel Date

**COUNTY OF LOS ANGELES
DEPARTMENT OF ANIMAL CARE AND CONTROL
DESCRIPTION OF SERVICES**

I. Animal Care Services

The Department maintains several animal care centers that accept stray and relinquished animals. The Department also receives and maintains animals that are victims of abuse or neglect, under a quarantine order, or that pose a risk to the public. Stray or lost animals are held for an initial period to give an owner the opportunity to reclaim them. Owner-relinquished animals are held for an initial period prior to euthanasia pursuant to State law. The hold period may vary and may be extended in an attempt to reunite the animal with an identified owner or for other reasons.

The Department is dedicated to providing appropriate and safe housing to all animals in the Department's animal care centers. The Department is required by law to provide a safe environment with proper food, water, shelter, opportunity for exercise, and medical care for the animals it houses. Medical care may be provided by Department staff or, at the Department's sole discretion, outsourced to a contracted veterinarian.

As requested by the City in Attachment B, Service Level Request, the Department will provide the City with Full Care Center Services; Animal Care for Transfer only; or No Care Center Services.

A. Full Care Center Services

All animals collected in the field within the boundaries of the City or determined to have originated within the boundaries of the City may be housed at a County animal care center. Impounded animals will be vaccinated and provided medical care, food, and shelter. The Department may post an animal's picture on the Department's website to assist residents in reclaiming a lost or missing pet. Residents may also visit the associated animal care center to find their lost or missing pet. The hours of operation of each animal care center may be found on the Department's website.

The Department will make reasonable attempts to house animals from the City at the animal care center closest to the City. The nearest animal care center to the City will be designated as the primary animal care center. There may be circumstances in which the Department will house animals collected from the City at an alternate location.

Full Animal Care Center services include:

- Providing food, water, shelter, enrichment, and medical care for animals in the Department's care;
- Holding stray animals and attempting to reunite them with their owners;
- Accepting unwanted animals surrendered by their owners;
- Making best efforts to find new adoptive homes for domestic animals and livestock;
- Quarantine and observation of animals for rabies and other diseases at the direction of the Department of Public Health;
- Working with wildlife rehabilitators to rescue sick and injured wildlife;
- Providing emergency care and housing to pets and livestock displaced by wildfires or other disasters;
- Holding animals that are the subject of criminal investigations or other legal or administrative proceedings;
- Spay and neuter services for dogs and cats pursuant to State law;
- Medical treatment and surgeries to make animals more adoptable;
- Euthanizing sick, injured, dangerous, unweaned, feral, or un-adopted animals;
- Public services, including prevention of animal abuse, neglect, or abandonment through outreach and education, and intervention through finding alternatives to relinquishment and assisting at-risk populations;
- Filing annual reports to the State of California as required by law;
- Disposal of dead animals;
- Maintaining a website with pictures of stray and surrendered animals to facilitate reuniting the animals with their owners or finding new adoptive homes;
- Connecting pet owners to services to increase owner retention of pets; and
- Maintaining regular hours of operation for the public.

B. Animal Care for Transfer

If the City has opted for animal care for transfer services in Attachment B, the Department will provide temporary housing until the City has transported the animal(s) to another animal care facility. Services will be the same as described for Full Shelter Service above. The Department will only release animals to be transported to an animal care facility approved in advance by the Department and documented in Attachment B. The Department will only release an animal to persons capable of transferring an animal safely in a vehicle appropriate for the humane transfer of the animal. The City will be responsible for all costs of the temporary care and housing at the Department's animal care center, as well as the subsequent costs of transportation, care, and housing at the animal care location of the City's

choice. The Department may refuse to release an animal for transport if, in the reasonable assessment of the Department, the vehicle in which the City desires the animal(s) to be transported poses an unacceptable risk of harm to the animal(s) or others, or if the animal is ill or injured to the extent that transportation would cause further injury or suffering.

The Department will not provide transportation from the field or from a County animal care center to any alternate animal care location, except as necessary for the needs of the County. If necessary, the Department may transport an animal(s) to an alternative animal care location of the City's choice and the City will be responsible for the cost of such transport at the current billing rate for field service staff.

The City will be responsible for all costs for the impound, care, and housing at the Department's animal care center, as well as the subsequent costs of care and housing at any animal care facility of the City's choice. The City's designated shelter location is listed in Attachment B, Service Level Request.

II. Field Services

The County will provide the services set forth below in accordance with the provisions of the Los Angeles County Code, Title 10, "Animals," and all future amendments, except as otherwise agreed to by the Parties in Attachment B, Service Level Request.

A request by the City for the Department to enforce Los Angeles County Code, Title 10, Chapter 37, will authorize the Department to provide an administrative hearing process to accomplish the enforcement when applicable.

In order to harmonize the terms of this Agreement with the provisions of the City's municipal code, the City must adopt Title 10 "Animals" of Los Angeles County Code ("Title 10"). The City may adopt or opt out of provisions of Title 10 only as agreed to by the Department. The City is encouraged, but not required to, adopt Title 10 in such a way as to incorporate all future amendments.

The Department will inform the City of any proposed changes to Title 10 with as much advance notice as practical, with the intention to provide the City with an opportunity to submit input to the Department and the County related to the proposed changes. The Department shall notify the City of the passage of any change to Title 10 by the County Board of Supervisors as soon as practical. The Department will inform the City whether the City may adopt or opt out of the changes to Title 10.

Description of Field Services

The Department will provide sufficient resources and services for animal control field services. Services consist of Department personnel performing a variety of tasks utilizing appropriate equipment. These tasks include:

- Promptly responding to reports of vicious and dangerous animals that pose a threat to public safety;
- Capturing and impounding stray domestic animals;
- Capturing and impounding or returning domestic animals at large;
- Accepting and caring for animals surrendered by their owners;
- Removal of dead land animals (limited to a maximum of 150 pounds) from public and private property as set forth in Section 10.12.130 of the County Code;
- Educating the public and enforcing State laws and local ordinances, including leash laws, animal cruelty laws, and the laws relating to keeping of wild or exotic animals;
- Investigating cases for possible criminal prosecution, including misdemeanor and felony crimes; issuing citations; collecting evidence; preparing reports; testifying in court and other hearings;
- Investigating appropriate cases for potential administrative actions pertaining to animals; preparing appropriate documentation to pursue administrative declarations; conducting administrative hearings, consistent with state and County laws; and defending declarations that are challenged in court;
- Rescuing ill, injured, or abused animals;
- Enforcing animal nuisance complaints such as excessive animal noise and other violations; issue administrative or criminal citations as appropriate;
- Assisting local law enforcement with their investigations when animals are involved, such as the service of search warrants and impounding animals belonging to persons taken into custody;
- Responding to emergencies such as fires, earthquakes, floods, and other natural or manmade disasters to rescue and temporarily house animals, or to provide care for animals in evacuation zones;
- Maintain a 24 hour dispatch and communications center to receive calls for service and dispatch staff for field response as appropriate; and
- Maintaining records as necessary.

A. Standard Service Plan

The standard service plan includes answering calls for service 24 hours per day, seven days per week, dispatching or assigning field staff, and performing duties in the field based on priority, location, and availability of staff. Services provided under the Standard Service Plan are similar to those services the Department provides to unincorporated communities in Los Angeles County.

B. Limited Service Plan

The limited service plan includes standard services on a part-time basis during days and hours specified in the Service Level Request. Billing rates are described in Attachment C, City-County Municipal Services Billing Rates.

III. Individual Animal Licensing Services

Adult dogs four months and older are required by State law to have individual licenses. The City may request that the Department enforce licensing requirements in the City for dogs, cats, or other animals as described in Attachment B. The City may adopt the County's fees for animal licenses or set its own fees as permitted in Attachment B.

License renewal notices are mailed or transmitted by the Department to the animal owner of record. The renewal and payment is received and processed annually on a fee-per-license basis. A current license will be required before an animal will be released to a resident of the City. Fees from licenses collected will be credited to the City monthly in arrears.

The Department's animal licensing services include:

- Issuing animal licenses for pets as requested by the City;
- Processing license applications, payments, and information changes;
- Issuing license renewal notices;
- Assessing and collecting fees, penalties, and other financial remittances; and
- Maintaining a database for animal licensing, records of calls for service, and actions taken.

IV. Additional Outreach and Enforcement Services Options

The City may request the Department to provide additional services as outlined below.

A. Animal License Enforcement Services

License Enforcement Services provides staff to perform individual animal license enforcement in designated areas within the City. This program includes:

- Issuing new licenses and renewing expired licenses;
- Issuing citations to violators of animal licensing ordinances;
- Collecting license revenue, delinquency charges, and authorized fees; and
- Recording licensing data in the Department's database.

B. Animal Facility Licensing

The Department's Animal Facility Licensing program provides staff to perform animal facility inspection and licensing to animal-related businesses or organizations that require a license under Title 10 of the County Code. Animal-related facilities are inspected annually to ensure the well-being of the animals as well as the health and safety of the public. Licensees are provided a letter grade based on the results of the inspection.

The Department retains facility license fees to offset the cost of annual inspections and related administrative costs. Staff time for licensing and inspections are not billed to the City. Investigations in response to complaints about activities at a licensed location are conducted by field officers based in the Department's animal care centers, and are billed in accordance with Attachment C, City-County Municipal Services Billing Rates.

This program includes:

- Annual inspection of any premise used by an animal related business or non-profit organization, including grooming shops, pet shops, boarding facilities or breeding facilities, animal menageries, and all other places where animals are maintained for profit or business activities;
- Issuing grades to animal facilities consistent with the requirements of Section 10.28.270 of the County Code;
- Follow-up inspections of animal facilities as necessary;
- Collection of license fees to offset the cost of services; and
- Documentation and maintenance of records as necessary.

C. Vaccination and Microchip Clinics

California Health and Safety Code Section 121690(f) states that every city and county, "shall provide dog vaccination clinics, or arrange for dog vaccination at clinics". The Department holds periodic low cost rabies vaccination and microchip clinics at its animal care centers. If the City chooses additional rabies vaccination and microchip clinics, the following services are offered:

- Providing or assisting in arranging for low cost vaccinations and microchips;
- Staffing low cost vaccination and microchip clinics with medical personnel and necessary support staff, subject to availability;
- Licensing animals vaccinated at the clinic; and
- Assisting jurisdictions in promoting these community based clinics.

D. Spay/Neuter Trust Fund

The City may elect to contribute \$5.00 per altered and unaltered dog license to the Spay/Neuter Trust Fund. Participation in the Spay/Neuter Trust Fund allows the Department to offer a low-cost or free spay/neuter program for the City's residents who wish to have their pets spayed or neutered. The Department staff will work with animal care center veterinary clinics and mobile veterinary clinics to assist qualified residents in obtaining spay/neuter services in an area near them.

V. Records

Upon reasonable notice, the Department shall make available to authorized representatives of the City of «City», for examination, audit, excerpt, copy, or transcription, any pertinent transaction, activity, or other record relating to the Agreement. The City shall ensure such records are handled in a manner consistent with all applicable privacy laws and all laws related to the Public Records Act (Government Code sections 6250 et. seq.).

Upon request, the following standard reports are available from the Department on a monthly basis:

1. Dogs and/or Cats Impounded
2. Animals Returned to Owners
3. Dogs and/or Cats Abandoned
4. Special Intake Dog & Cat
5. Other Animals Impounded
6. Quarantined Dogs and/or Cats
7. Special Intake Other Animals
8. Private Veterinarian (Outside Medical Expense)
9. Dead Animal Pick Up Requests
10. Types of Calls for Service
11. Location of Impound

In accordance with Section 4.7 of the Services Agreement, the Department will provide up to 12 hours of staff time annually for producing special reports to the City at no cost. Additional staff time will be charged to the City at the current reimbursement rate for applicable staff time.

CITY-COUNTY MUNICIPAL SERVICES AGREEMENT

**COUNTY OF LOS ANGELES
DEPARTMENT OF ANIMAL CARE AND CONTROL**

AND

THE CITY OF

LANCASTER

FISCAL YEAR 2019-20 SERVICE LEVEL REQUEST

I. Animal Care Center Services

The level of animal care center service that the City requests and the County agrees to, is (select one of the three options below):

Full Service

Primary animal care center: Lancaster Animal Care Center

Animal Care Center Services for Transfer

City's Animal Care Facility contact information:

Agency Name: _____

Telephone: _____

Address: _____

No Animal Care Center Services

II. Field Services

The level of field service that the City requests and the County agrees to, is (select one of the three options below):

Standard Service Plan

Limited Service Plan (check all applicable boxes below)

Full County Field Services	
County provides service on following days/times (please identify):	9am - 9pm
Weekend days and holidays (please identify days and hours):	9am - 9pm
Priority County Field Services - Priority 1 Calls Only (As Determined by Department Policy)	
County provides service on following days/times (please identify):	
Weekend days and holidays (please identify days and hours):	
Standby County Field Services (Service Requests only from City Personnel; the City will screen calls from the public)	
County provides service on following days/times (please identify):	
Weekend days and holidays (please identify days and hours):	
Humane Investigations only – as needed	

City's Animal Control (Field Services) contact information:

Department Name: Public Safety

Telephone: (661) 723-6063

Address: 44933 Fern Avenue

Lancaster CA 93534

No Field Services

III. Individual Animal Licensing

- The City agrees to have the County provide individual animal licensing and has adopted the license fees outlined in Los Angeles County Code.
- The City agrees to have the County provide individual animal licensing and has adopted the following license fees (please provide a copy of the applicable ordinance or resolution):

Altered Dog	\$	Altered Cat	\$
Unaltered Dog	\$	Unaltered Cat	\$
Senior-owned Altered Dog	\$	Senior age is defined as age	
Military Veteran w/ Disability Altered Dog	\$		
Delinquency Charge	\$	Delinquency charge applies after:	days
Other Special License Fee	\$	Description/criteria:	
Field Enforcement Fee* (select one)	<input type="checkbox"/> \$40.00		
	<input type="checkbox"/> \$0.00		

*Only applicable when licensing is initiated in the field by Department employees.
 Current license fees adopted by the City on _____, 20____.

- No Animal Licensing Services

IV. Outreach and Enforcement Services

A. Animal License Field Enforcement

- The City requests the County to provide animal license field enforcement in the City, in the area(s) designated by the City and agreed to by the Department.
- No animal license field enforcement services.

B. Animal Facility Inspection and Licensing (Costs included in overhead— not billed)

- The City requests the County to license animal-related facilities (including inspection and grading services) in the City.
- No animal facility licensing services--the City will conduct its own program. (Please provide contact information below.)

The City's animal facility program contact information:

Department Name: Public Safety

Telephone: 661-723-6003

Address: 44933 Fern Avenue
Lancaster CA 93534

C. Vaccination and Microchip Clinic(s)

- The City requests the County to provide or assist in arranging for vaccination clinic(s) in the City, utilizing Department personnel to also license animals during the vaccination clinic(s), at the applicable rate for staff time.
- No vaccination or licensing clinic services.

D. Spay/Neuter Trust Fund

- Participate in the Spay/Neuter Trust Fund to allow residents access to low-cost spay/neuter services.
- No participation in the Spay/Neuter Trust Fund.

V. Enforcement of County Code

- The City agrees to the enforcement of Title 10 with no exceptions.
- The City agrees to the enforcement of Title 10 with the following pre-approved exception(s): (please mark all that apply)
- 10.20.350: Mandatory Spay and Neuter. The City does not require the spay/neuter of:
 - Dogs
 - Cats
 - 10.20.185: Mandatory Microchipping. The City does not require the microchipping of:
 - Dogs
 - Cats
 - 10.20.038: Number of dogs and cats. In the City the following number of animals are allowed per household:
Dogs _____ Cats _____ Total of _____ dogs/cats
 - 10.20.030: Mandatory Cat Licensing. Domestic cats are subject to:
 - Voluntary Cat Licensing
 - No Cat Licensing
 - 10.28.020: Animal Facility Licensing. The County will not license/inspect animal facilities.
 - 10.40.060: Excessive Animal Noise Complaints. The City will conduct its own noise enforcement.

City's Animal Noise Complaint contact information:

Department Name: Public Safety

Telephone: 441-723-6058

Address: 44933 Fern Avenue

Lancaster CA 93534

E-mail: tstewart@cityoflancafterca.org

VI. Requested Additions to Title 10 Enforcement

Please list individual municipal code sections requested to be enforced by the Department. (Please ensure your municipal code contains adequate enforcement authority.)

COUNTY

City Code Section No.	City Code Section Title	Approved	Not Approved

VII. Contact Information

County Primary Contact

Name: Whitney Duong
Title: Contract Management Division Liaison
Address: 5898 Cherry Avenue
Long Beach, CA 90805
Telephone: (562) 256-2412
E-mail: WDuong@animalcare.lacounty.gov

County Alternate Contact

Name: Marissa Muller
Title: Contract Management Analyst
Address: 5898 Cherry Avenue
Long Beach, CA 90805
Telephone: (562) 256-2417
E-mail: MMuller@animalcare.lacounty.gov

City Primary Contact

Name: Lee D'Errico
Title: Public Safety Director
Address: 44933 Fern Avenue
Lancaster CA 93534
Telephone: (661) 723-6083
E-mail: lderrico@cityoflanasterca.org

City Alternate Contact

Name: Tracy Stewart
Title: Operations Manager
Address: 44933 Fern Avenue
Lancaster CA 93534
Telephone: (661) 723-6196
E-mail: tstewart@cityoflanasterca.org

VIII. Annual/Amended Service Request Approval

For the City:

<u>Jason D. Caudle</u>	_____	_____
Authorized City Representative (Printed Name)	Authorized Signature (Signature)	Date
<u>City Manager</u>	<u>661-723-6600</u>	
Title	Telephone Number	

For the County:

<u>Marcia Mayeda</u>	_____	_____
Director Dept. of Animal Care and Control	Authorized Signature (Signature)	Date

**COUNTY OF LOS ANGELES
DEPARTMENT OF ANIMAL CARE AND CONTROL
CITY-COUNTY MUNICIPAL SERVICES
BILLING RATES**

I. Billing Period

These billing rates are effective as of July 1, 2019 through June 30, 2020, or sooner.

II. Billing Rates

Animal Care Center Services	
Shelter Services:	
Daily Rate for stray or relinquished dogs and cats (up to a maximum of 5 days)	\$49.03 per day
Daily Rate for stray or relinquished other species of animals (up to a maximum of 5 days)	\$12.28 per day
Daily Rate for dogs and cats of "legal hold" animals (See Paragraph III.D "Billing for 'legal hold' animals")	\$49.03 per day
Daily Rate for other species of "legal hold" animals (See Paragraph III.D "Billing for 'legal hold' animals")	\$12.28 per day
Dead Animal Disposal per animal	\$20.24 per animal
Animal License Field Enforcement per hour	\$76.19 per hour
Dog/Cat License Processing per license	\$3.26 per license
Field Services per hour	\$107.58 per hour
Additional Administrative Services	
Attendance at meetings in excess of contract allowance	\$233.52 per hour
Production of reports in excess of contract allowance	\$109.16 per hour
Liability Trust Fund	
Liability Trust Fund	4.5 % of hourly rate*

*Percentage is based on, and in addition to, the hourly rate for hours actually billed for Field Services and animal license Field Enforcement.

III. Billing Methodology for Care Center Services

The City is financially responsible for the care of animals impounded within the City's jurisdiction. If an animal is claimed by its owner, the redemption fees collected from the owner will be credited to the City up to the maximum amount billed to the City for that animal. The County assumes responsibility for the physical care and disposition of all animals coming into the Department's possession or custody.

A. Cost Allocation for Care Center Services

During the billing period, the costs of providing Care Center Services are allocated as follows:

Daily rate per dog, cat, and other species of animals impounded:

- a. A daily dog/cat and other species of animals impoundment rate is established annually based upon the costs of housing animals. The daily rate is billed for all dogs/cats and other species of animals housed, up to the maximum amount of days for each type, except as outlined in paragraph D below. During the billing period, the cost of care for dog/cat and other species of animals in excess of capped days are subsidized, except as outlined in paragraph D below.
- b. For dogs, cats, and other species of animals impounded in circumstances described in paragraph D below, that are held beyond the maximum billed length of stay, a daily impoundment rate is established annually based upon the costs of the time allocated to the impoundment, care (including medical care), and feeding of those animals. The City will be billed at the daily rate for all days those animals are housed by the Department.

B. Medical Costs

Medical costs (excluding spay/neuter surgeries) provided by the Department's medical staff are included in the overhead to establish the cost-recovery rate for boarding, and are not billed separately or in addition to that rate. The Department reserves the right to send any animal to a private veterinary facility for examination, treatment, and/or hospitalization as the Department deems necessary in its sole and absolute discretion. All expenses incurred by the Department for outside medical services, for animals from the City, will be billed to the City.

C. Cost Offsets

The City will receive a credit from the County for all applicable redemption fees collected from or on behalf of the owner of an animal that is claimed from the custody of the Department, up to the maximum amount billed to the City for that animal. The Department reserves the right to waive fees when appropriate in the Department's sole and absolute discretion.

The City will not receive any credit for adoption fees (whether paid by an individual or an organization).

D. Billing for "Legal Hold" and Other Shelter Services:

Dogs, cats, and other species of animals that are housed for a "legal hold" and other shelter services are billed at the daily rate for the time the animal is housed by the Department (from intake to disposition). Legal hold animals are held in accordance with applicable statutory guidelines, and/or at the sole and absolute discretion of the Department based on pending or anticipated criminal, civil, or administrative action.

"Legal Hold" and Other Shelter Type Descriptions		Total Number of Days Billed
Quarantine Observation Animals	<p>Per applicable state law, any animal of a species susceptible to rabies that bites a person and breaks the skin is required to be quarantined for 10 to 30 days (depending on the species). Animals susceptible to rabies that have contact with a wild (potentially rabid) animal must be quarantined for 30 days or six months (depending on the species and vaccination status).</p> <p>Animals in the custody of the Department that are reported to have either bitten or been exposed to a potentially rabid animal, will be placed in quarantine/isolation and observed for symptoms of rabies for the required period.</p> <p>Additionally, although rare, the Department of Public Health has the authority to quarantine animals for other specified diseases. Any quarantine for a disease other than rabies will be specified by disease.</p>	Unlimited days

<p>Special Intake:</p>	<p>Animals that are seized pursuant to a search warrant, Penal Code Sections 597.1 or 599aa, or as evidence in a criminal investigation may be held up to the time of disposition of the criminal matter.</p> <p>Animals subject to the jurisdiction of the Coroner's Office may be held until released by that Office.</p> <p>Animals in the custody of the Department that are the subject of anticipated or pending civil litigation or administrative regulation may be held through the pendency of that action, and any appeal stemming from that action.</p>	<p>Unlimited days</p>
<p>Return to Owner Animals:</p>	<p>Any animal with traceable identification that is brought to the Animal Care Center, whether by the Department staff or the public, will be held for ten (10) calendar days for the owner to reclaim it. The owner or person entitled to the custody of any animal impounded can redeem such animal by paying impound, boarding, and private veterinary fees accruing up to the time of such redemption.</p>	<p>10 days</p>
<p>Abandoned Animals:</p>	<p>Animals that are found to be abandoned in a private property will be held at the Animal Care Center at least fifteen (15) calendar days to determine whether the owner had an agreement with someone to care for the animal in their absence.</p>	<p>15 days</p>

STAFF REPORT
City of Lancaster

NB 2
08/13/19
JC

Date: August 13, 2019

To: Mayor Parris and City Council Members

From: Lee D’Errico, Public Safety Director

Subject: **Municipal Law Enforcement Services Agreement**

Recommendation:

Approve the renewal of the Municipal Law Enforcement Services Agreement between the City of Lancaster and the County of Los Angeles for Law Enforcement Services provided by the Los Angeles County Sheriff’s Department (LASD); and authorize the City Manager, or his designee, to sign all documents.

Fiscal Impact:

\$27,298,450; sufficient funds are available in account 101-4820-354. All law enforcement contract costs are considered and approved annually by the City Council as a component of the City’s budget development and adoption process.

Background:

In July 2015, the City Council entered into the current five year Municipal Law Enforcement Services Agreement (MLESA) with the County of Los Angeles for law enforcement services provided by the Los Angeles County Sheriff’s Department (LASD). That agreement expired on June 30, 2019.

Under the proposed renewal agreement, LASD would continue to provide general law enforcement services within the city limits of the City of Lancaster. The term of the new agreement would be effective from July 1, 2019 through June 30, 2024, unless terminated sooner per procedures outlined in the agreement. Specific provisions of law enforcement activities and deployment are directed by the City through the City budget process, city ordinances, the LASD Service Level Authorization form (Form SH-AD 575) and overall management of law enforcement operations and programs by City Public Safety staff and LASD Lancaster Station command staff.

Attachment:

Municipal Law Enforcement Services Agreement

**MUNICIPAL LAW ENFORCEMENT SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND CITY OF LANCASTER**

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**MUNICIPAL LAW ENFORCEMENT SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND CITY OF LANCASTER**

This Municipal Law Enforcement Services Agreement ("Agreement") is made and entered into this _____ day of _____, 2019 by and between the County of Los Angeles ("County") and the City of Lancaster ("City").

RECITALS

- A. Whereas, the City is desirous of contracting with the County for the performance of municipal law enforcement services by the Los Angeles County Sheriff's Department ("Sheriff's Department"); and
- B. Whereas, the County is agreeable to rendering such municipal law enforcement services on the terms and conditions set forth in this Agreement; and
- C. Whereas, this Agreement is authorized by Sections 56½ and 56¾ of the County Charter and California Government Code Section 51301.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties mutually agree as follows:

1.0 SCOPE OF SERVICES

- 1.1 The County, by and through the Sheriff's Department, agrees to provide general law enforcement services within the corporate limits of the City to the extent and in the manner hereinafter set forth in this Agreement.
- 1.2 Except as otherwise specifically set forth in this Agreement, such services shall only encompass duties and functions of the type coming within the jurisdiction of and customarily rendered by the Sheriff's Department under the County Charter, State of California statutes, and the City municipal codes.
- 1.3 General law enforcement services performed hereunder may include, if requested by the City, supplemental security support, supplemental sworn officer support, and supplemental professional civilian support staff.

2.0 ADMINISTRATION OF PERSONNEL

- 2.1 During the term of this Agreement, the Sheriff or his designee shall serve as the Chief of Police of the City and shall perform the functions of the Chief of Police at the direction of the City.
- 2.2 The rendition of the services performed by the Sheriff's Department, the standards of performance, the discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed shall remain with the County. The City understands and agrees that, at the Sheriff's Department's sole discretion, the Sheriff's Department may redeploy personnel for mutual aid purposes pursuant to the California Emergency Services Act, codified at California Government Code Sections 8550-8668. Absent exigent circumstances, any sustained deployment of more than fifty percent (50%) of the City's contracted items requires consultation with the City manager or his/her designee.
- 2.3 In the event of a dispute between the parties to this Agreement as to the extent of the duties and functions to be rendered hereunder, or the minimum level or manner of performance of such service, the City shall be consulted and a mutual determination thereof shall be made by both the Sheriff's Department and the City. The City shall first consult with the Station Captain, Division Commander, and Division Chief, in an effort to reach a mutual determination. If a mutual determination cannot be realized at a subordinate level, then the matter will be elevated to a Sheriff's Department Assistant Sheriff or the Sheriff.
- 2.4 With regard to Paragraphs 2.2 and 2.3 above, the Sheriff's Department, in an unresolved dispute, shall have final and conclusive determination as between the parties hereto.
- 2.5 All City employees who work in conjunction with the Sheriff's Department pursuant to this Agreement shall remain employees of the City and shall not have any claim or right to employment, civil service protection, salary, or benefits or claims of any kind from the County based on this Agreement. No City employees as such shall become employees of the County unless by specific additional agreement in the form of a merger agreement which must be concurrently adopted

by the City and the County. The Sheriff's Department will provide approved City employees with the required training necessary to access authorized County programs (i.e. CAD, MDC, etc.), so such City employees can perform the functions of their positions.

- 2.6 While performing law enforcement services and functions under this Agreement, every Sheriff's Department employee shall be authorized to enforce all City laws and regulations, including all City codes and ordinances.
- 2.7 The City shall not be called upon to assume any liability for the direct payment of any Sheriff's Department salaries, wages, or other compensation to any County personnel performing services hereunder for the City. Except as herein otherwise specified, the City shall not be liable for compensation or indemnity to any County employee or agent of the County for injury or sickness arising out of the performance of services under this Agreement.
- 2.8 As part of its compliance with all applicable laws and regulations relating to employee hiring, the County agrees that the County Civil Service Rules to which it is subject and which prohibit discrimination on the basis of non-merit factors, shall for purposes of this Agreement be read and understood to prohibit discrimination on the basis of sexual orientation.

3.0 DEPLOYMENT OF PERSONNEL

- 3.1 Services performed hereunder and specifically requested by the City shall be developed in conjunction with the Sheriff's Department and indicated on Attachment A, Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement.
- 3.2 The City, or its designated representative, shall meet with its respective Sheriff's Department Station Captain when requesting law enforcement services to be performed in the City, and provide direction to the Sheriff's Department Station Captain regarding the method of deployment for such services. The City and the Sheriff's Department shall also determine a minimum daily standard of staffing needs for services rendered to ensure an adequate personnel presence during station operation and patrol. The City and the Station Captain shall meet to discuss the minimum daily standard which is documented in Attachment A, Los Angeles

County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement. The Station Captain shall endeavor to meet this standard without increased cost to the City. The Sheriff's Department shall ensure that all services are delivered in a manner consistent with the priorities, annual performance objectives, and goals established by the City.

- 3.3 The Sheriff's Department shall make every attempt to avoid deployment deficiencies (i.e., "busting" of cars) by following the daily minimum standard of staffing, as stipulated in Attachment A, Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement. Should deployment deficiencies occur, the Sheriff's Department should make every effort to reallocate those resources to the shift where the deficiencies occurred. Should the Sheriff's Department determine that a temporary increase, decrease, and/or realignment in the deployment methodologies is necessary, the Sheriff's Department shall promptly notify the City of this change in advance. In the event that prior notice is not possible, the City shall be notified of the change within two (2) City business days. If monthly service compliance falls below ninety-eight percent (98%), then the Sheriff's Department Station Captain shall meet with the City to discuss compliance and identify a plan for resolution. If the quarterly and/or year-to-date (September 30th, December 31st, March 31st, and June 30th) service compliance falls below ninety-eight percent (98%), then the respective Sheriff's Department Division Chief shall meet with the Sheriff's Department Station Captain and the City to discuss compliance and identify a plan for resolution. If the City is dissatisfied with the outcome of either resolution process, the matter will be elevated to a Sheriff's Department Assistant Sheriff or the Sheriff until all City concerns are fully resolved. Resolution may include, but is not limited to, the use of overtime, staffing adjustments, and/or City-initiated service suspensions, at no additional cost to the City. If the City determines it is unnecessary, the City may waive either dispute resolution process discussed above.
- 3.4 A new Attachment A, Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement shall be authorized and signed annually by the City and the Sheriff or his designee effective each July 1,

and attached hereto as an Amendment to this Agreement.

- 3.5 Should the City request a change in the level of service other than pursuant to the annual July 1 readjustment, a revised Attachment A, Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement shall be signed and authorized by the City and the Sheriff or his designee and attached hereto as an Amendment to this Agreement.
- 3.6 The most recent dated and signed Attachment A, Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement shall be the staffing level in effect between the County and the City.
- 3.7 The City is not limited to the services indicated in Attachment A, Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement. The City may also request any other service or equipment in the field of public safety, law, or related fields within the legal power of the Sheriff's Department to provide. Such other services and equipment shall be reflected in a revised Attachment A, Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement under the procedures set forth in Paragraphs 3.4 and 3.5 above.
- 3.8 With regard to any public safety equipment requested by the City and set forth on Attachment A, Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement, the City shall adhere to the terms and conditions set forth in Attachment C, Public Safety Equipment Use Requirements, of this Agreement.

4.0 PERFORMANCE OF AGREEMENT

- 4.1 For the purpose of performing general law enforcement services under this Agreement, the County shall furnish and supply all necessary labor, supervision, equipment, communication facilities, and supplies necessary to maintain the agreed level of service to be rendered hereunder.
- 4.2 Notwithstanding the foregoing, the City may provide additional resources for the County to utilize in performance of the services.
- 4.3 When and if both parties to this Agreement concur as to the necessity of maintaining a law enforcement headquarters or Sheriff's Department substation

within the City which would not normally be provided by the Sheriff's Department, the City shall furnish at its own cost and expense all necessary office space, and the Sheriff's Department shall have authority to negotiate with the City regarding which entity shall pay for furniture and furnishings, office supplies, janitor service, telephone, light, water, and other utilities.

- 4.4 It is expressly further understood that in the event a local office or building is maintained in the City, such local office or building may be used by the Sheriff's Department in connection with the performance of its duties in territory outside of the City, provided, however, that the performance of such outside duties shall not be at any additional cost to the City.
- 4.5 Notwithstanding the foregoing, it is mutually agreed that in all instances where special supplies, stationery, notices, forms, and the like must be issued in the name of the City, the same shall be supplied by the City at its own cost and expense.

5.0 INDEMNIFICATION

- 5.1 The parties hereto have executed an Assumption of Liability Agreement approved by the County Board of Supervisors on December 27, 1977, and/or a Joint Indemnity Agreement approved by the County Board of Supervisors on October 8, 1991. Whichever of these documents the City has signed later in time is currently in effect and hereby made a part of and incorporated into this Agreement as if set out in full herein.
- 5.2 The parties hereto have also executed a County-City Special Indemnity Agreement approved by the County Board of Supervisors on August 25, 2009. This document is made a part of and incorporated into this Agreement as if set out in full herein.
- 5.3 In the event the County Board of Supervisors later approves a revised Joint Indemnity Agreement and the City executes the revised agreement, the subsequent agreement as of its effective date shall supersede the agreement previously in effect between the parties hereto.

6.0 TERM OF AGREEMENT

- 6.1 The term of this Agreement shall be from July 1, 2019 through June 30, 2024, unless sooner terminated or extended as provided for herein.
- 6.2 At the option of the County Board of Supervisors and with the consent of the City

Council, this Agreement may be renewed or extended for successive periods not to exceed five (5) years each.

- 6.3 Nine (9) months prior to the expiration of this Agreement, the parties shall meet and confer in good faith to discuss the possible renewal or extension of this Agreement pursuant to Paragraph 6.2 above. The parties shall reach an agreement as to the terms of any renewal or extension period no later than six (6) months prior to the expiration of this Agreement. Absent mutual agreement by the parties within that time frame, this Agreement shall expire at the conclusion of the then-existing term.

7.0 RIGHT OF TERMINATION

- 7.1 Either party may terminate this Agreement as of the first day of July of any year upon notice in writing to the other party of not less than sixty (60) calendar days prior thereto.
- 7.2 Notwithstanding any provision herein to the contrary, the City may terminate this Agreement upon notice in writing to the County given within sixty (60) calendar days of receipt of written notice from the County of any increase in the rate for any service to be performed hereunder, and in such an event this Agreement shall terminate sixty (60) calendar days from the date of the City's notice to the County.
- 7.3 This Agreement may be terminated at any time, with or without cause, by either party upon written notice given to the other party at least one hundred eighty (180) calendar days before the date specified for such termination.
- 7.4 In the event of a termination, each party shall fully discharge all obligations owed to the other party accruing prior to the date of such termination, and, except as otherwise provided herein, each party shall be released from all obligations which would otherwise accrue subsequent to the date of termination.

8.0 BILLING RATES

- 8.1 The City shall pay the County for the services and equipment provided under the terms of this Agreement at the billing rates set forth on Attachment B, Contract City Law Enforcement Services and Equipment Master Rate Sheet, of this Agreement, as established by the County Auditor-Controller.
- 8.2 The billing rates set forth on Attachment B, Contract City Law Enforcement

Services and Equipment Master Rate Sheet, of this Agreement shall be readjusted by the County Auditor-Controller annually effective July 1 of each year, published by the County, and attached hereto as an Amendment to this Agreement, to reflect the cost of such service in accordance with the policies and procedures for the determination of such rates as adopted by the County Board of Supervisors.

- 8.3 The City shall be billed at the current fiscal year's billing rates based on the service level provided within the parameters of Attachment A, Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement.
- 8.4 The billing rates for other services and equipment requested pursuant to Paragraph 3.7 of this Agreement and not set forth on Attachment B, Contract City Law Enforcement Services and Equipment Master Rate Sheet, of this Agreement shall be determined by the County Auditor-Controller in accordance with the policies and procedures established by the County Board of Supervisors and then set forth and published on a revised Attachment B, Contract City Law Enforcement Services and Equipment Master Rate Sheet, of this Agreement.

9.0 PAYMENT PROCEDURES

- 9.1 The County, through the Sheriff's Department, shall render to the City, after the close of each calendar month, a summarized invoice which covers all services performed during said month, and the City shall pay the County for all undisputed amounts within sixty (60) calendar days after date of the invoice.
- 9.2 If such payment is not delivered to the County office which is described on the invoice within sixty (60) calendar days after the date of the invoice, the County is entitled to recover interest thereon. For all disputed amounts, the City shall provide the County with written notice of the dispute including the invoice date, amount, and reasons for dispute within ten (10) calendar days after receipt of the invoice. The parties shall memorialize the resolution of the dispute in writing. For any disputed amounts, interest shall accrue if payment is not received within sixty (60) calendar days after the dispute resolution is memorialized.
- 9.3 Interest shall be at the rate of ten percent (10%) per annum or any portion thereof, calculated from the last day of the month in which the services were performed, or

in the case of disputed amounts, calculated from the date the resolution is memorialized.

- 9.4 Notwithstanding the provisions of California Government Code Section 907, if such payment is not delivered to the County office which is described on said invoice within sixty (60) calendar days after the date of the invoice, or in the case of disputed amounts, from the date the resolution is memorialized, the County may satisfy such indebtedness, including interest thereon, from any funds of the City on deposit with the County without giving further notice to the City of the County's intention to do so.

10.0 NOTICES

- 10.1 Unless otherwise specified herein, all notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid, addressed to the parties at the following addresses and to the attention of the person named. Addresses and persons to be notified may be changed by either party by giving ten (10) calendar days prior written notice thereof to the other party.

- 10.2 Notices to the County shall be addressed as follows:

Los Angeles County Sheriff's Department
Contract Law Enforcement Bureau
Attn: Unit Commander
211 W. Temple Street, 7th Floor
Los Angeles, California 90012
Phone #: 213-229-1647

- 10.3 Notices to the City of shall be addressed as follows:

City of Lancaster
Attn: Lee D'Errico
Address: 44933 Fern Avenue, Lancaster, CA 93534
Phone #: 661-723-6083

11.0 AMENDMENTS

- 11.1 Except for changes pursuant to Paragraphs 8.2 and 8.4 of this Agreement, all changes, modifications, or amendments to this Agreement must be in the form of a written Amendment duly executed by the County Board of Supervisors and an

authorized representative of the City.

11.2 Notwithstanding Paragraph 11.1 above, the Sheriff or his designee is hereby authorized to execute, on behalf of the County, any Amendments and/or supplemental agreements referenced in Sections 3.0, 4.0, and 9.0 of this Agreement.

11.3 In accordance with Paragraphs 8.2 and 8.4 of this Agreement, the Sheriff or his designee is hereby authorized to publish, on behalf of the County, the annual revised Attachment B, Contract City Law Enforcement Services and Equipment Master Rate Sheet, of this Agreement. The revised Attachment B, Contract City Law Enforcement Services and Equipment Master Rate Sheet, of this Agreement shall serve as an Amendment to this Agreement, but shall not require the signature of either party.

12.0 AUTHORIZATION WARRANTY

12.1 The City represents and warrants that the person executing this Agreement for the City is an authorized agent who has actual authority to bind the City to each and every term, condition, and obligation of this Agreement and that all requirements of the City have been fulfilled to provide such actual authority.

12.2 The County represents and warrants that the person executing this Agreement for the County is an authorized agent who has actual authority to bind the County to each and every term, condition, and obligation of this Agreement and that all requirements of the County have been fulfilled to provide such actual authority.

13.0 ENTIRE AGREEMENT

This Agreement, including Attachment A, Attachment B, and Attachment C, and any Amendments hereto constitute the complete and exclusive statement of understanding of the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared pursuant to Section 11.0, Amendments, of this Agreement.

**MUNICIPAL LAW ENFORCEMENT SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND CITY OF LANCASTER**

IN WITNESS WHEREOF, the County of Los Angeles, by order of its Board of Supervisors, has caused this Agreement to be executed by the Sheriff of Los Angeles County, and the City has caused this Agreement to be executed by its duly authorized representative, on the dates written below.

COUNTY OF LOS ANGELES

By _____
ALEX VILLANUEVA
Sheriff

Date _____

CITY OF LANCASTER

By _____

Date _____

ATTEST:

By _____
City Clerk

APPROVED AS TO FORM:
MARY C. WICKHAM
County Counsel

By _____
Principal Deputy County Counsel

APPROVED AS TO FORM:
CITY ATTORNEY

By _____



**LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
CONTRACT CITY LAW ENFORCEMENT SERVICES
SERVICE LEVEL AUTHORIZATION (SH-AD 575)**

CITY: Lancaster

FISCAL YEAR: 2019-2020

EFFECTIVE DATE: 7/1/2019

DEPUTY SHERIFF SERVICE UNIT													
RANK	RELIEF FACTOR	SERVICE CODE	NEW	PREV.	CHANGE	ANNUAL RATE	ESTIMATED TOTAL ANNUAL COST	LIABILITY 11%	TOTAL ANNUAL COST W/LIABILITY	ANNUAL HOURS PER SERVICE UNIT	ANNUAL HOURS SCHEDULED	ANNUAL MINUTES SCHEDULED	PERSONNEL REQUIRED
Deputy Sheriff	56-Hour Unit	307	42.60	49.44	-6.84	\$ 427,104.00	\$ 18,194,630.40	\$ 2,001,409.34	\$ 20,196,039.74	2,920	124,392	7,463,520	69.523
Deputy Sheriff	Non-Relief	310	1.00	1.00	0.00	\$ 277,340.00	\$ 277,340.00	\$ 30,507.40	\$ 307,847.40	1,789	1,789	107,340	1.000
Special Assignment Deputy	Non-Relief	310	11.00	0.00	11.00	\$ 277,340.00	\$ 3,050,740.00	\$ 335,581.40	\$ 3,386,321.40	1,789	19,679	1,180,740	11.000

DEPUTY SHERIFF SERVICE UNIT (BONUS)													
RANK	RELIEF FACTOR	SERVICE CODE	NEW	PREV.	CHANGE	ANNUAL RATE	ESTIMATED TOTAL ANNUAL COST	LIABILITY 11%	TOTAL ANNUAL COST W/LIABILITY	ANNUAL HOURS PER SERVICE UNIT	ANNUAL HOURS SCHEDULED	ANNUAL MINUTES SCHEDULED	PERSONNEL REQUIRED
Deputy Sheriff, Bonus I	Non-Relief	305	7.00	7.00	0.00	\$ 297,689.00	\$ 2,083,823.00	\$ 229,220.53	\$ 2,313,043.53	1,789	12,523	751,380	7.000
					0.00				\$ -		0	0	0.000

GROWTH/GRANT DEPUTY UNIT													
RANK	RELIEF FACTOR	SERVICE CODE	NEW	PREV.	CHANGE	ANNUAL RATE	ESTIMATED TOTAL ANNUAL COST	LIABILITY 11%	TOTAL ANNUAL COST W/LIABILITY	ANNUAL HOURS PER SERVICE UNIT	ANNUAL HOURS SCHEDULED	ANNUAL MINUTES SCHEDULED	PERSONNEL REQUIRED
					0.00				\$ -		0	0	0.000
					0.00				\$ -		0	0	0.000

SUPPLEMENTAL POSITIONS													
RANK	RELIEF FACTOR	SERVICE CODE	NEW	PREV.	CHANGE	ANNUAL RATE	ESTIMATED TOTAL ANNUAL COST	LIABILITY 11%	TOTAL ANNUAL COST W/LIABILITY	ANNUAL HOURS PER SERVICE UNIT	ANNUAL HOURS SCHEDULED	ANNUAL MINUTES SCHEDULED	PERSONNEL REQUIRED
Sergeant	Non-Relief	353	3.00	3.00	0.00	\$ 247,580.00	\$ 742,740.00	\$ -	\$ 742,740.00	1,789	5,367	322,020	3.000
Motor Deputy	Non-Relief	305A	3.00	3.00	0.00	\$ 297,689.00	\$ 893,067.00	\$ 98,237.37	\$ 991,304.37	1,789	5,367	322,020	3.000

Estimated Cost for Service Units: \$ 25,242,340.40 Total Liability (11%): \$ 2,694,956.04 Estimated Subtotal: \$ 27,937,296.44
 Public Safety Equipment Cost (See page 3): \$ 9,300.00
Estimated Total Annual Cost: \$ 27,946,596.44

The terms of this Service Level Authorization (SH-AD 575) will remain in effect until a subsequent SH-AD 575 is signed and received by LASD. Notwithstanding, annual rates shall be revised annually per Sections 8.2 and 11.3 of the MLESA.

LASD Approval By:

Captain Todd Weber
UNIT COMMANDER NAME

SIGNATURE DATE

Report Prepared By:

Clinton Skaggs 5/22/2019
SERGEANT DATE

City Approval By:

"I certify that I am authorized to make this commitment on behalf of the City."

CITY OFFICIAL NAME

SIGNATURE DATE

Processed at CLEB By:

SERGEANT DATE



**LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
CONTRACT CITY LAW ENFORCEMENT SERVICES
SERVICE LEVEL AUTHORIZATION (SH-AD 575)
DEPLOYMENT OF PERSONNEL**

City: Lancaster Fiscal Year: 2019-2020 Effective Date: 7/1/2019

SERVICE UNIT	TOTAL UNITS PURCHASED	GENERAL LAW			TRAFFIC LAW			MOTOR DEP	SAD	D.B.	TEAM LEADER	TOTAL UNITS ASSIGNED
		EM	AM	PM	EM	AM	PM					
DEPUTY SHERIFF												
Non-Relief	12.00	1						11				12
40-Hour Unit	0.00											0
56-Hour Unit	42.60	9	11	13.6	3	3	3					42.6
70-Hour Unit	0.00											0
Motor (Non-Relief)	3							3				3
DEPUTY BONUS												
Non-Relief	7							3		4		7
40-Hour Unit	0											0
56-Hour Unit	0											0
70-Hour Unit	0											0
GROWTH DEPUTY												
Deputy	0											0
SAD	0											0
Bonus I	0											0
Motor (Non-Relief)	0											0
GRANT DEPUTY												
Deputy	0											0
SAD	0											0
Bonus I	0											0
Motor (Non-Relief)	0											0
Routine City Helicopter Billing Agreement								YES	<input type="checkbox"/>	NO	<input checked="" type="checkbox"/>	
License Detail - Business License & Renewal Applications								YES	<input type="checkbox"/>	NO	<input checked="" type="checkbox"/>	
License Detail - Acts on Violations Observed within the City								YES	<input type="checkbox"/>	NO	<input checked="" type="checkbox"/>	
S.T.A.R. Deputy Program								YES	<input type="checkbox"/>	NO	<input checked="" type="checkbox"/>	
Other Supplemental Services								YES	<input type="checkbox"/>	NO	<input checked="" type="checkbox"/>	
<i>NOTE: License Detail is billed on an hourly basis and billed monthly as service is provided.</i>												

	Sworn						Total
	Lieutenant	Sergeant	Bonus Deputy	Motor Deputy	Deputy	SAD	
Hours	0	5,367	12,523	5,367	126,181	19,679	169,117
Minutes	0	322,020	751,380	322,020	7,570,860	1,180,740	10,147,020
Personnel	0.000	3.000	7.000	3.000	70.523	11.000	94.523

	Civilian			Total
	SSO	LET/CSA/CA/PCO	Clerical	
Hours	0	0	0	0
Minutes	0	0	0	0
Personnel	0.000	0.000	0.000	0.000

FOR CONTRACT LAW ENFORCEMENT BUREAU USE ONLY			
BILLING MEMO REQUIRED AND SUBMITTED:	YES <input type="checkbox"/>	NO <input type="checkbox"/>	N/A <input type="checkbox"/>
(PERSONNEL TRANSACTION REQUEST) "PTR" REQUIRED AND SUBMITTED:	YES <input type="checkbox"/>	NO <input type="checkbox"/>	N/A <input type="checkbox"/>
ORGANIZATIONAL CHART REQUIRED AND SUBMITTED:	YES <input type="checkbox"/>	NO <input type="checkbox"/>	N/A <input type="checkbox"/>
DUTY STATEMENT REQUIRED AND SUBMITTED:	YES <input type="checkbox"/>	NO <input type="checkbox"/>	N/A <input type="checkbox"/>
SMS DEPLOYMENT CONTRACT UPDATED:	YES <input type="checkbox"/>	NO <input type="checkbox"/>	N/A <input type="checkbox"/>
MINUTE PROGRAM IN RAPS UPDATED:	YES <input type="checkbox"/>	NO <input type="checkbox"/>	N/A <input type="checkbox"/>

Initials
 City Official: _____
 Unit Commander: _____



LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
CONTRACT CITY LAW ENFORCEMENT SERVICES
SERVICE LEVEL AUTHORIZATION (SH-AD 575)
PUBLIC SAFETY EQUIPMENT

CITY: Lancaster FISCAL YEAR: 2019-2020

START-UP VEHICLE					
VEHICLE TYPE	YEAR	SERVICE CODE	#	RATE	TOTAL COST

EQUIPMENT					
MDC TYPE	YEAR	SERVICE CODE	#	RATE	TOTAL COST

ALPR WITH INSTALL	YEAR	SERVICE CODE	#	RATE	TOTAL COST
ALPR System 4th Year	Year 4		2	\$ 4,650.00	\$ 9,300.00

Total Public Safety Equipment Cost:					\$ 9,300.00
--	--	--	--	--	--------------------

Initials

City Official: _____

Unit Commander: _____

**CONTRACT CITY LAW ENFORCEMENT SERVICES AND EQUIPMENT
MASTER RATE SHEET**

Liability Rate: 11.0%

DSSU Rates			
Rank	Relief Factor	Annual Rate	Service Code
Deputy Sheriff	Non-Relief	\$ 277,340	310
Deputy Sheriff	40-Hour Unit	\$ 305,074	306
Deputy Sheriff	56-Hour Unit	\$ 427,104	307
Deputy Sheriff	70-Hour Unit	\$ 533,880	308
Special Assignment Deputy	Non-Relief	\$ 277,340	310
Catalina Deputy	Non-Relief	\$ 251,447	324

DSSU Bonus I Rates			
Rank	Relief Factor	Annual Rate	Service Code
Deputy Sheriff, Bonus I	Non-Relief	\$ 297,689	305
Deputy Sheriff, Bonus I	40-Hour Unit	\$ 327,458	301
Deputy Sheriff, Bonus I	56-Hour Unit	\$ 458,441	302
Deputy Sheriff, Bonus I	70-Hour Unit	\$ 573,051	303

Growth/Grant Deputy Rates			
Rank	Relief Factor	Annual Rate	Service Code
Growth Deputy Generalist	Non-Relief	\$ 187,904	335
Growth Deputy Generalist	40-Hour Unit	\$ 219,096	NEW
Growth Deputy Generalist	56-Hour Unit	\$ 306,659	NEW
Growth Deputy Generalist	70-Hour Unit	\$ 383,324	NEW
Growth Special Assignment Deputy	Non-Relief	\$ 187,904	335
Growth Deputy Bonus I	Non-Relief	\$ 204,614	336
Growth Motor Deputy	Non-Relief	\$ 204,614	336
Grant Deputy Generalist	Non-Relief	\$ 187,904	386
Grant Special Assignment Deputy	Non-Relief	\$ 187,904	386
Grant Deputy Bonus I	Non-Relief	\$ 204,614	385
Grant Motor Deputy	Non-Relief	\$ 204,614	385

Supplemental Rates			
Rank	Relief Factor	Annual Rate	Service Code
Captain	Non-Relief	\$ 372,948	321
Lieutenant	Non-Relief	\$ 292,903	342
Sergeant	Non-Relief	\$ 247,580	353
Motor Sergeant	Non-Relief	\$ 260,980	348
Motor Deputy	Non-Relief	\$ 297,689	305A
Watch Deputy	Non-Relief	\$ 197,964	354
Community Services Assistant (w/ veh)	Non-Relief	\$ 67,799	325
Community Services Assistant (w/out veh)	Non-Relief	\$ 67,262	327
Crime Analyst	Non-Relief	\$ 136,806	329
Custody Assistant	Non-Relief	\$ 110,950	331
Forensic ID Specialist II	Non-Relief	\$ 166,233	356
Information Systems Analyst I	Non-Relief	\$ 151,728	332
Intermediate Clerk	Non-Relief	\$ 75,027	338
Law Enforcement Technician (w/ veh)	Non-Relief	\$ 104,538	340
Law Enforcement Technician (w/out veh)	Non-Relief	\$ 100,525	339
Operations Assistant I	Non-Relief	\$ 99,045	343
Operations Assistant II	Non-Relief	\$ 123,045	344
Operations Assistant III	Non-Relief	\$ 140,907	345
Secretary V	Non-Relief	\$ 107,191	346
Security Assistant	Non-Relief	\$ 52,874	362
Security Officer	Non-Relief	\$ 83,761	347
Senior Information Systems Analyst	Non-Relief	\$ 198,501	334
Station Clerk II	Non-Relief	\$ 91,989	351
Skynight Observer	Non-Relief	\$ 297,689	349
Supervising Station Clerk	Non-Relief	\$ 111,223	352

**CONTRACT CITY LAW ENFORCEMENT SERVICES AND EQUIPMENT
MASTER RATE SHEET**

Vehicle & Equipment Rates

Start-Up Vehicle	Year	Annual Rate	Service Code
B/W Patrol Vehicle	2019-2020	\$ 86,906.58	378
B/W Tahoe	2019-2020	\$ 85,155.98	399
B/W Motorcycle	2019-2020	\$ 44,988.18	381
Solid Patrol Vehicle	2019-2020	\$ 81,417.79	NEW
Solid Sedan	2019-2020	\$ 48,384.52	379
CSO/SSO Sedan	2019-2020	\$ 64,661.60	NEW
K-9 Vehicle	2019-2020	\$ 87,811.35	NEW

Equipment	Year	Annual Rate	Service Code
MDC New Purchase, Data & Maintenance	Year 1	\$ 13,142	NEW
MDC (CF-31/19) Only Initiated FY 18/19	Year 2	\$ 7,378	376D
MDC Data & Maintenance Only	Year 3+	\$ 1,685	NEW
ALPR New Install 1st Year (5yr Program)	Year 1	\$ 5,000	NEW
ALPR System 2nd Year	Year 2	\$ 4,650	NEW
ALPR System 3rd Year	Year 3	\$ 4,650	NEW
ALPR System 4th Year	Year 4	\$ 4,650	NEW
ALPR System 5th Year	Year 5	\$ 4,650	NEW

Annual revised rates shall be readjusted annually per Sections 8.2 and 11.3 of the MLESA.

PUBLIC SAFETY EQUIPMENT USE REQUIREMENTS

1.0 TRANSFER OF PUBLIC SAFETY EQUIPMENT

- 1.1 The County, through the Sheriff's Department, hereby transfers the public safety equipment set forth on Attachment A, Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement ("Equipment") for the exclusive use of the City during the term of the Agreement.

2.0 USE OF EQUIPMENT

- 2.1 The City may use the Equipment for any lawful purpose, including use in connection with public safety activities in all areas under the City's jurisdiction.
- 2.2 The City shall not use or operate the Equipment in violation of any federal, state, or local law, rule, regulation, or ordinance.
- 2.3 The Equipment shall not be used or operated as follows:
 - 2.3.1 In a manner subjecting the Equipment to depreciation above the normal depreciation associated with public safety use; and/or
 - 2.3.2 For an illegal purpose or by a person under the influence of alcohol or narcotics.

3.0 SAFEKEEPING AND MAINTENANCE

- 3.1 The City shall exercise due care for the safekeeping of the Equipment during the term of the Agreement.
- 3.2 The City shall ensure that the Equipment is kept in good working order and condition, shall ensure that the Equipment is scheduled and available to County for the performance of its regularly scheduled maintenance by the County, and shall comply in every respect with any manufacturer's/owner's manual that comes with the Equipment.
- 3.3 The County shall perform all maintenance and repairs required for the proper operation of the Equipment. Except as otherwise set forth herein, such maintenance and repairs are provided in exchange for the City's payment of the annual billing rates set forth on Attachment B, Contract City Law Enforcement Services and Equipment Master Rate Sheet, of the Agreement. The City has the right to inspect said Equipment prior to acceptance of the Equipment following maintenance and repairs by the County.
- 3.4 Maintenance and repairs provided by the County under the Agreement may be

performed by the County, its third party vendors, and/or the manufacturer of the Equipment.

- 3.5 The County shall assume responsibility for ensuring that the Equipment has been inspected or otherwise tested in accordance with the laws of the State of California and the United States prior to use by the City.
- 3.6 The City shall inspect the Equipment upon initial delivery and return from County following maintenance and repair, and, by acceptance thereof, finds the Equipment in good working order and condition.
- 3.7 The Equipment shall be maintained and repaired solely by the County. The City and any of its third party vendors are prohibited from performing any maintenance and repairs on the Equipment.
- 3.8 All regularly scheduled maintenance shall be performed by the County, and the City shall timely present the Equipment to the County for the performance of regularly scheduled maintenance at the direction of, and in accordance with the policies and procedures of, the Sheriff's Department's Communications and Fleet Management Bureau. The Sheriff's Department shall make every effort to perform any maintenance in a timely manner.
- 3.9 Any Equipment requiring maintenance and repair by the County for any extended length of time, as determined by the Sheriff's Department's Communications and Fleet Management Bureau, may, at the sole discretion of the County, receive a temporary replacement piece of Equipment. All terms and conditions set forth herein shall apply to the City's use of any temporary replacement Equipment provided by the County. The County shall not be responsible for any damages or liability resulting from the City's loss of use of the Equipment during the performance of maintenance and repair services by the County.

4.0 INSPECTION BY COUNTY

- 4.1 The County shall have the right to inspect the Equipment, immediately upon request by the County, at any time during the term of the Agreement. The City shall provide the County with such operating, and other information, or copies of any such records maintained by the City with respect to the Equipment, as the County or any government agency may require from time to time.

5.0 TITLES

- 5.1 The County shall retain ownership of the Equipment used by the City during the term of the Agreement. Legal title to the Equipment is, and shall, at all times, remain in the name of the County. The Equipment shall not be transferred or delivered by the City to any persons other than the County without the County's prior written consent.

6.0 INDEMNIFICATION

- 6.1 The City agrees to indemnify, defend, and hold harmless the County from any and all liability, losses, or damages the County may suffer and from any claims, demands, costs, or judgments against the County arising out of City's use or operation of the Equipment. This indemnification does not extend to (1) any liability resulting from inherent defects or malfunctions in such Equipment related to manufacturer's acts or omissions, or (2) negligent or wrongful maintenance or repair of the Equipment provided by the County.

7. RISK OF LOSS

- 7.1 The City shall assume all risk of loss to the Equipment from the time it is delivered by the County to the City, and inspected and accepted by the City, until (1) the Equipment is returned to the County upon expiration or termination of the Agreement, or (2) the County regains temporary possession of the Equipment for purposes of providing maintenance and repair.
- 7.2 Upon inspection/acceptance of the Equipment, the City shall be responsible for any and all damage to the Equipment, except those damages resulting from (1) inherent defects or malfunctions in such Equipment related to manufacturer's acts or omissions, or (2) the negligent or wrongful maintenance or repair of the Equipment provided by the County.
- 7.3 In the event of damage to the Equipment or the Equipment is in need of repair, the City shall notify the County to that effect and follow such instructions that the County may provide with respect to repair or disposal of the Equipment. If the Equipment is lost, stolen, destroyed, or declared to be a total constructive loss (subject to the County's agreement as to such condition), the City shall properly notify the County thereof and hold any Equipment for disposal by the County. With respect to any loss, theft, or destruction of the Equipment, the County and the City shall negotiate the value for comparable equipment in a condition similar to the lost, stolen, or destroyed Equipment immediately prior to any such loss. The City shall reimburse the County for the value of the lost, stolen, or destroyed Equipment.

8.0 BILLING RATES

- 8.1 As further discussed in Section 8.0, Billing Rates, of the Agreement, the City shall pay the County for the use of the Equipment provided under the Agreement at the annual billing rates set forth on Attachment B, Contract City Law Enforcement Services and Equipment Master Rate Sheet, of the Agreement, as established by the County Auditor-Controller.

STAFF REPORT
City of Lancaster

NB 3
08/13/19
JC

Date: August 13, 2019

To: Mayor Parris and City Council Members

From: Toi Chisom, Director of Administrative and Community Services

Subject: **2018 Cities Homelessness Plan Implementation Grant Award**

Recommendations:

- a. Accept the grant award under the 2018 Cities' Homelessness Plan Implementation Request for Proposal in the amount of \$600,000.
- b. Recognizing revenue in the amount \$600,000 in account 261-3303-130 and appropriate the same to account 261-4300-301, for the implementation of the Cities Homelessness Plan Implementation Grant programs/projects.
- c. Authorize the City Manager or designee to execute all contracts and associated documents, including partnership agreement, subject to City Attorney approval.

Fiscal Impact:

\$600,000; recognize revenue in account 261-3303-130 and appropriate the same to account 261-4300-301.

Background:

Cities play a vital role in preventing and combatting homelessness in Los Angeles County. Recognizing the opportunity to partner with cities to achieve this goal, the LA County Board of Supervisors allocated one-time general fund support (\$2 million) for cities to develop or enhance local homelessness plans. The City of Lancaster was one of 47 cities in Los Angeles County that received a grant to develop a homelessness plan; and one of 41 to complete a homelessness plan.

As a follow-up to these planning efforts, in September 2018, the Board of Supervisors approved \$9 million in Measure H funding for the County Homeless Initiative and Home for Good Funders Collaborative to work in partnership and released a competitive request for proposals (RFP) for cities ready to take concrete next steps in preventing and combatting homelessness. The RFP provided specific funding support to implement components of cities' homelessness plans that:

- *(Priority Area 1): Increase the supply of interim and permanent housing for people experiencing homelessness; and*
- *(Priority Area 2): Enhance County service system for those experiencing or at-risk of homelessness*

The City of Lancaster responded with very specific project/program proposals leveraging existing community resources and partnerships, for a maximized return. After an extensive review process conducted by the Home for Good Funders Collaborative, the City of Lancaster was selected to receive the maximum award amount of \$600,000, specified as follows:

- \$300,000 full award under Priority Area 1: Increase the supply of interim and permanent housing for people experiencing homelessness, by way of new interim housing units and necessary housing/social services, through partnerships with local hoteliers and non-profits. The proposed projects/programs focus on homelessness prevention and stabilization to support local families.
- \$300,000 full award under Priority Area 2: Enhance County service systems for those experiencing or at-risk of homelessness through prevention and diversion services/programs, by way of new workforce training, job placement, and complementary whole-person care/services, through partnerships with local educational providers, government agencies, non-profits, and businesses. The proposed projects/programs focus on homelessness prevention specifically through workforce development training, job creation, and employment sustainability; and by providing supplemental "residential" services and programs at Kensington Campus.

Both Priority Area 1 and Priority Area 2 proposed projects will include linkage to wrap-around services and the County's coordination entry system, in an effort to ensure participants are aware of all available resources and receive all eligible services.

The 2018 Cities Homelessness Plan Implementation Grant award funding aligns with and supports two of the seven goals, Housing and Prevention, outlined in the Lancaster Community Homelessness Plan. These grant funds will be purposefully and intentionally allocated to address homelessness in Lancaster and will add to subsequent regional planning efforts that promote responsive solutions for community members.

Attachment:
Grant Award Summary



FINAL

August 8, 2019

Congratulations! We are excited to inform you that the **City of Lancaster has been selected for a grant award under the 2018 Cities' Homelessness Plan Implementation Request for Proposal.**

Updated Award Summary

- ***\$300,000 selected for award under Priority Area 1: Increase supply of interim & permanent housing for people experiencing homelessness; and***
- ***\$300,000 selected for award under Priority Area 2: Enhance County service systems for those experiencing or at-risk of homelessness***

In the coming weeks, a member of the County Homeless Initiative team will reach out to begin the contracting process. Award totals are subject to adjustment in contract negotiations with the County Homeless Initiative. This may include requested revisions to your budget and/or conditions for your grant award. All contracts and ongoing management of the grant term will be directly with the County of Los Angeles.

Congratulations again! We look forward to continuing to partner with you in preventing and combating homelessness.

Sincerely,

United Way's Home For Good Funders Collaborative & Los Angeles County Homeless Initiative