



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

Tuesday

November 12, 2019

Regular Meeting – **5:00 p.m.**

Council Chambers – Lancaster City Hall

The Acting City Clerk/Agency/Authority Secretary hereby declares the agenda was posted by 5:00 p.m. on Friday, November 8, 2019 at the entrance to the Lancaster City Hall Council Chambers.
44933 Fern Avenue, Lancaster, CA 93534

LEGISLATIVE BODY

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

Mayor/Chair R. Rex Parris

Vice Mayor/Vice Chair Marvin Crist

Council Member/Agency Director/Authority Member Raj Malhi

Council Member/Agency Director/Authority Member Ken Mann

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

Housing Authority

Deputy Mayor/Chair Kitty Kit Yee Szeto

Vice Chair Marvin Crist

Deputy Mayor/Authority Member Cassandra Harvey

Authority Member Raj Malhi

Authority Member Ken Mann

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AGENDA ITEMS TO BE REMOVED

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

PUBLIC BUSINESS FROM THE FLOOR - AGENDIZED ITEMS

Any person who would like to address the Legislative Bodies on any agendized item is requested to complete a speaker card for the City Clerk/Agency/Authority Secretary and identify the agenda item you would like to discuss. Each person will be given an opportunity to address the Legislative Body at the time such item is discussed. Speaker cards are available at the rear of the Council Chambers and your speaker card must be filled out and submitted *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 unless a different time limit is announced.*

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, unless a different time limit is announced, to address your concerns before the Legislative Body takes action on the Consent Calendar.

CALL TO ORDER

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

ROLL CALL

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

ROLL CALL

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

INVOCATION

Pastor Nathan Birt, Lancaster Baptist Church

PLEDGE OF ALLEGIANCE

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HOUSING AUTHORITY ACTIONS

NEW BUSINESS

HA NB 1. Electric Infrastructure for HNR-1

Recommendations:

- a. Authorize the Executive Director or his designee to pay an invoice in the amount of \$188,610.77 to Southern California Edison to lay the needed electric infrastructure for HNR-1.
- b. Appropriate \$200,000 from Lancaster Housing Authority Fund Balance Account No. 306-2900-000 to expenditure Account No. 306-4240-900I to cover the full amount of the invoice, plus contingency.

In an effort to meet Lancaster’s growing housing needs, the Lancaster Housing Authority is currently engaged in the development process to construct HNR-1, a 78-unit duplex affordable housing development to be located along the south side of Avenue I just west of Sierra Highway. This first-of-its kind development will provide affordable net-zero homes for Lancaster residents, complete with a microgrid that will allow the development to function independently from the larger electric grid if needed while still being connected to it. The next step in the development process for HNR-1 is to lay the needed electric infrastructure. Southern California Edison has issued an invoice in the amount of \$188,610.77 for this work. The total appropriation amount requested reflects this cost plus a contingency.

COUNCIL ACTIONS

MINUTES

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

CONSENT CALENDAR

SA CC 1. Adopt **Resolution No. SA 03-19**, approving the transfer of public easements from the Successor Agency for the Lancaster Redevelopment Agency to the City of Lancaster, and authorize the Executive Director, or his designee, to execute all related documents.

As part of the ongoing “wind-down” process triggered by the State’s elimination of Redevelopment Agencies in 2011, staff is responsible for the continued disposition of assets belonging to the Successor Agency for the Lancaster Redevelopment Agency (Agency). While public properties wholly owned by the Agency, such as public parking lots, were transferred following approval of Lancaster’s Long-Range Property Management Plan (LRPMP) in 2013, easements were not part of the original disposition plan. Approval of the proposed resolution would approve the transfer of these remaining public easements to the City of Lancaster, thus furthering efforts to complete the wind-down process for the Agency.

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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 September 29, 2019 through October 19, 2019 in the amount of \$7,452,643.33. Approve the Check Registers as presented.

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

CC 3. Adopt **Resolution No. 19-57**, authorizing the filing of an application for, and receipt of, the California Department of Housing and Community Development's (HCD) SB 2 Planning Grants Program (PGP) in the amount of \$310,000, and, if awarded, authorize the City Manager, or his designee, to execute all grant documents.

As a one-time component of SB 2, 50% of the fees collected from all counties in 2018 were allocated to the SB 2 Planning Grants Program funds, which is intended to provide technical and financial assistance to local governments in California to help cities and counties prepare, adopt, and implement plans, and process improvements that streamline housing approvals and accelerate housing production. Medium size jurisdictions, such as Lancaster, can apply for and receive up to \$310,000 for housing planning grants.

CC 4. Approve the appropriation of \$104,979.06 in grant funds from the California Department of Resource Recycling and Recovery (CalRecycle) for the Beverage Container Recycling Grant Program RBC31, and authorize staff to expend funds according to the requirements of the grant agreement.

Beverage Container Recycling Grant (RBC31):

- Job Code for Personnel: GR4755RBC31
- Revenue Account: 330-3304-116 – COMP BEVERAGE GRANT RBC31
- Expenditure Account: 330-4755-779 - COMP BEVERAGE GRANT RBC31

The City of Lancaster was awarded \$104,979.06 in grant funds from CalRecycle to develop and expand beverage container recycling at MFDs schools and common areas. The basic proponents of the project will be to provide beverage container recycling education programs, and the development of beverage container infrastructure to capture this material stream. Funds are received on a reimbursement basis in which this action creates the required account numbers.

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CC 5. Recognize revenue totaling \$55,673,805 in Lancaster Financing Authority Revenue Bond sales, and increase appropriated expenditures and Capital Improvement Program (CIP) projects totaling \$9,931,303.

Appropriated CIP funds shall be used for Design Engineering (Plans, Specifications & Estimates, PS&E), CEQA Environmental Clearance, Right-of-Way (ROW) Clearance, Construction, Construction Engineering (Contract Administration, Labor Compliance, Inspections, Materials Testing, Construction Survey and Staking, etc.), Pavement Condition Index (PCI) Evaluation and Analysis, Technology Upgrades (Planet Bids, Street Saver, etc.), Asset Management, Data Entry, and other Pavement Management/Preventative Maintenance Program expenses required to deliver projects listed in Exhibit 1.

CC 6. Adopt **Ordinance No. 1067**, amending Title 15 of the Lancaster Municipal Code by repealing Ordinance No. 1018 and Chapters 15.56, 15.60 and 15.68, and adopting by reference the 2019 edition of the California Building Code as amended herein; adopting by reference the 2019 edition of the California Residential Code as amended herein; adopting by reference the 2019 edition of the California Electrical Code as amended herein; adopting by reference the 2019 edition of the California Mechanical Code; adopting by reference the 2019 edition of the California Plumbing Code as amended herein; adopting the Lancaster Security Code as contained herein; adopting by reference the 2018 edition of the International Property Maintenance Code as amended herein; adopting by reference the 2019 edition of the California Energy Code as amended herein; adopting by reference the 2019 edition of the California Historical Building Code; adopting by reference the 2020 edition of the Los Angeles County Fire Code; adopting by reference the 2019 edition of the California Green Building Standards Code; adopting by reference the 2019 edition of the California Existing Building Code; and adopting by reference the 2019 California Referenced Standards Code as the Lancaster Codes for Buildings and Construction.

On July 1, 2019, the California Building Standards Commission published the 2019 edition of the California Building Standards Code, Title 24 of the California Codes and Regulations, based on the most recent editions of the International Building and Fire Codes, the National Electrical Code, and the Uniform Mechanical and Plumbing Codes, all with California specific amendments. Such codes will become effective on a statewide basis on January 1, 2020. All local building departments are, therefore, required to enforce such codes as the minimum codes. State law allows local authorities to amend the provisions of Title 24, provided certain conditions are met. The adoption of the 2019 edition of the California Building Standards Code, as amended in this Ordinance, meets State requirements and will serve as the codes for building and construction within the City. The adoption of the 2019 edition of the California Building Standards Code also places such codes within the Lancaster Municipal Code.

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CC 7. General Municipal Election – April 14, 2020

- a. Adopt **Ordinance No. 1068**, repealing Section 2 of Ordinance No. 734 (1997) and abolishing Section 2.04.070 of the Lancaster Municipal Code (L.M.C.), relating to the voluntary expenditure ceiling for municipal elections in the City of Lancaster (City).
- b. Adopt **Ordinance No. 1069**, authorizing a General All-Mail Ballot Election to be conducted on April 14, 2020 and thereafter in subsequent future elections, and establishing procedures, rules and regulations therefor.

During odd numbered years, the City Council adopts the necessary ordinances and resolutions to proceed with the General Municipal Election in April of even-numbered years. These ordinances and resolutions fulfill certain legal requirements to conduct the General Municipal Election; request election services, information and supplies from the County of Los Angeles, establish guidelines and costs associated with candidate statements, and provide provisions to conduct a special runoff election to resolve a tie vote. The Lancaster Expenditure Ceiling was established via Ordinance 734 (1997) under express authority granted to local jurisdictions by Proposition 208 passed in 1996 (a.k.a. The Political Reform Act of 1996). Due to the federal court's preliminary findings of unconstitutionality, Proposition 208 was repealed and replaced by Proposition 34. Accordingly, it is now appropriate to repeal Section 2.04.070 of the Lancaster Municipal Code (L.M.C.) by the adoption of Ordinance No. 1068.

CONTINUED PUBLIC HEARING

CPH 1. Franchise Agreement with Gaiaca, LLC, for manufacturing-related cannabis waste management services

Recommendation:

Adopt **Resolution No. 19-50**, approving a franchise agreement with Gaiaca, LLC, for manufacturing-related cannabis waste management services for an initial term of five years, subject to early termination per contract, and authorize the City Manager to execute the franchise agreement and any other documents necessary to effectuate the terms and intent of the agreement.

In February 2017, the City Council adopted Ordinance No. 1019, which authorized the operation of indoor cannabis cultivation and manufacturing facilities in the City and established operational requirements to ensure that public health, safety and welfare is protected. To date, the Planning Commission has approved conditional use permits for thirteen (13) facilities. Although no facility has yet commenced operations, City staff has spent the past two years preparing for operations to come online. Gaiaca holds the requisite registration from the California Department of Toxic Substances Control and Environmental Protection Agency identification number, and has experience in collecting, rendering and processing all forms of waste generated in cannabis manufacturing operations.

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NEW BUSINESS

NB 1. Agreement for Brand Development and Implementation

Recommendation:

Approve an agreement for Brand Development and Implementation with Selbert Perkins Design for an initial term of December 1, 2019 through December 1, 2020, subject to earlier termination per contract. Authorize the City Manager to execute all related documents.

As the City continues to evolve, a brand created a decade ago no longer meets the City's needs. The City of Lancaster's brand will be a reflection of its reputation for many years to come. The goal is to look at the big picture to provide an innovative and integrated media solution that will build the Lancaster Brand in all media. The brand will engage the public and integrate analog and digital technologies to create a dynamic experience for all residents and visitors to Lancaster. Selbert Perkins Design (SPD) is an innovative full service branding and design firm with extensive experience working with Cities to develop brand strategies and master plans. SPD is SBE & WBE certified, creating some of the most notable brands, iconic landmarks and branded environments. SPD understands that a City's identity enriches civic pride and stimulates economic development. This effort is an opportunity to make a positive difference in the community.

COUNCIL REPORTS

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

CR 2. Council Reports

CALIFORNIA CHOICE ENERGY AUTHORITY

No action required at this time.

LANCASTER FINANCING AUTHORITY

No action required at this time.

LANCASTER POWER AUTHORITY

No action required at this time.

LANCASTER SUCCESSOR AGENCY

No action required at this time.

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CITY MANAGER / EXECUTIVE DIRECTOR ANNOUNCEMENTS

CITY CLERK / AGENCY / AUTHORITY SECRETARY ANNOUNCEMENT

PUBLIC BUSINESS FROM THE FLOOR - NON-AGENDIZED ITEMS

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

COUNCIL / AGENCY / AUTHORITY COMMENTS

**CITY OF LANCASTER, CALIFORNIA
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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
10. Roberson v. Torres, LASC Case No. 18AVCV00127

ADJOURNMENT

Next Regular Meeting:

Tuesday, December 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.

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**LANCASTER
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CALL TO ORDER

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

ROLL CALL

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

STAFF MEMBERS:

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

INVOCATION

Ron Guthrie, Christian Life Assembly

PLEDGE OF ALLEGIANCE

Vice Mayor Crist

PRESENTATION

1. Presentation to Streets of Lancaster Grand Prix winners
Presenter: Jeff Campbell, Parks, Recreation and Arts Director

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

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CITY COUNCIL CONSENT CALENDAR

Item No's CC 4, CC 5 and CC 6 were removed for separate discussion.

On a motion by Vice Mayor Crist and seconded by Council Member Malhi, the City Council approved the Consent Calendar with the exception of Item No's CC 4, CC 5, and CC 6, by the following vote: 5-0-0-0; AYES: Malhi, Mann, Underwood-Jacobs, Crist; Parris; NOES: None; ABSTAIN: None; ABSENT: None

Mayor Parris stated he needs to recuse himself from Item No's CC 4 and CC 5 due to the proximity of the projects to property he owns.

Council Member Malhi needed to recuse himself from Item No. CC 4 due to the proximity of the project to property he owns.

Council Member Underwood-Jacobs needed to recuse herself from Item No. CC 6 due to the proximity of the project to her employer.

Mayor Parris and Council Member Malhi left the dais at this time.

On a motion by Council Member Underwood-Jacobs and seconded by Council Member Mann, the City Council approved Consent Calendar Item No. CC 4, by the following vote: 3-0-2-0; AYES: Mann, Underwood-Jacobs, Crist; NOES: None; RECUSED: Malhi, Parris; ABSENT: None

Council Member Malhi returned to the dais at this time.

On a motion by Council Member Underwood-Jacobs and seconded by Council Member Mann, the City Council approved Consent Calendar Item No. CC 5, by the following vote: 4-0-1-0; AYES: Malhi, Mann, Underwood-Jacobs, Crist; NOES: None; RECUSED: Parris; ABSENT: None

Mayor Parris returned to the dais at this time.

Council Member Underwood-Jacobs left the dais at this time.

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

Council Member Underwood-Jacobs returned to the dais at this time.

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CC 1. ORDINANCE WAIVER

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

CC 2. CHECK REGISTERS

Approved the Check and Wire Registers for September 15, 2019 through September 28, 2019 in the amount of \$6,027,556.91. Approved the Check Registers as presented.

CC 3. INVESTMENT REPORT

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

CC 4. TASK ORDER NO. 2 WITH KIMLEY-HORN & ASSOCIATES OF LOS ANGELES, CALIFORNIA

Approved Task Order No. 2 for an additional authorization involving Right-of-Way (ROW) services with Kimley-Horn & Associates of Los Angeles, California, in accordance with the Multi-Year Professional Services Agreement in the amount of \$302,590.20 with a 10% contingency, and authorized the City Manager, or his designee, to sign all documents.

CC 5. TASK ORDER NO. 3 WITH STANTEC CONSULTING SERVICES, INC., OF SANTA BARBARA, CALIFORNIA

Approved Task Order No. 3 in accordance with the 2018-2020 Multi-Year Professional Services Agreement with Stantec Consulting Services, Inc., of Santa Barbara, California, in the amount of \$227,375 with a 10% contingency, and authorized the City Manager, or his designee, to sign all documents.

CC 6. PURCHASE AND SALE AGREEMENT WITH MIDAS LANCASTER, LP

Authorized the City Manager or his designee to execute a Purchase and Sale Agreement with Midas Lancaster, LP for APN 3133-003-903, located on Kildare Street west of Gadsden Avenue.

PH 1. FRANCHISE AGREEMENT WITH GAIACA, LLC, FOR MANUFACTURING-RELATED CANNABIS WASTE MANAGEMENT SERVICES

Mayor Parris opened the Public Hearing and stated this item will be continued to the next City Council meeting.

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PH 2. RESOLUTION AND ORDINANCE PERTAINING TO BUILDING CONSTRUCTION

Mayor Parris opened the Public Hearing.

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

Mayor Parris closed the Public Hearing.

On a motion by Vice Mayor Crist and seconded by Council Member Malhi, the City Council adopted **Resolution No. 19-51**, presenting findings for modifying the 2019 California Building, residential, and electrical codes, which are reasonably necessary due to local climatic, geological or topographical conditions, by the following vote: 5-0-0-0; AYES: Malhi, Mann, Underwood-Jacobs, Crist, Parris; NOES: None; ABSTAIN: None; ABSENT: None

On a motion by Vice Mayor Crist and seconded by Council Member Malhi, the City Council introduced **Ordinance No. 1067**, amending Title 15 of the Lancaster Municipal Code by repealing Ordinance No. 1018 and Chapters 15.56, 15.60 and 15.68, and adopting by reference the 2019 edition of the California Building Code as amended herein; adopting by reference the 2019 edition of the California Residential Code as amended herein; adopting by reference the 2019 edition of the California Electrical Code as amended herein; adopting by reference the 2019 edition of the California Mechanical Code; adopting by reference the 2019 edition of the California Plumbing Code as amended herein; adopting the Lancaster Security Code as contained herein; adopting by reference the 2018 edition of the International Property Maintenance Code as amended herein; adopting by reference the 2019 edition of the California Energy Code as amended herein; adopting by reference the 2019 edition of the California Historical Building Code; adopting by reference the 2020 edition of the Los Angeles County Fire Code; adopting by reference the 2019 edition of the California Green Building Standards Code; adopting by reference the 2019 edition of the California Existing Building Code; and adopting by reference the 2019 California Referenced Standards Code as the Lancaster Codes for Buildings and Construction, by the following vote: 5-0-0-0; AYES: Malhi, Mann, Underwood-Jacobs, Crist, Parris; NOES: None; ABSTAIN: None; ABSENT: None

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NB 1. GENERAL MUNICIPAL ELECTION – APRIL 14, 2020

The City Attorney presented the Staff Report for this item.

Addressing the City Council on this item:

David Paul – discussed the great joy in participating with elections, studies he has read, voter engagement, research he has completed, and public perception.

Fran Sereseres – discussed voting by mail, polling locations and her voting experience.

Michael Rives – discussed the upcoming election, consolidation of elections with the County, and a central voting location.

On a motion by Vice Mayor Crist and seconded by Council Member Mann, the City Council introduced **Ordinance No. 1068**, repealing Section 2 of Ordinance No. 734 (1997) and abolishing Section 2.04.070 of the Lancaster Municipal Code (L.M.C.), relating to the voluntary expenditure ceiling for municipal elections in the City of Lancaster (City), by the following vote: 5-0-0-0; AYES: Malhi, Mann, Underwood-Jacobs, Crist, Parris; NOES: None; ABSTAIN: None; ABSENT: None

On a motion by Vice Mayor Crist and seconded by Council Member Mann, the City Council introduced **Ordinance No. 1069**, authorizing a General All-Mail Ballot Election to be conducted on April 14, 2020 and thereafter in subsequent future elections, and establishing procedures, rules and regulations therefor, by the following vote: 5-0-0-0; AYES: Malhi, Mann, Underwood-Jacobs, Crist, Parris; NOES: None; ABSTAIN: None; ABSENT: None

On a motion by Vice Mayor Crist and seconded by Council Member Mann, the City Council adopted **Resolution No. 19-52**, calling for the holding of a General All-Mail Ballot Municipal Election to be held on Tuesday, April 14, 2020, for the election of Mayor and City Council Members and to vote on a measure to increase the City's Transient Occupancy Tax, as required by the provisions of the applicable laws of the State of California and the City of Lancaster City Charter, by the following vote: 5-0-0-0; AYES: Malhi, Mann, Underwood-Jacobs, Crist, Parris; NOES: None; ABSTAIN: None; ABSENT: None

On a motion by Vice Mayor Crist and seconded by Council Member Mann, the City Council adopted **Resolution No. 19-53**, requesting the Board of Supervisors of the County of Los Angeles to render specified services to the City relating to the conduct of a General All-Mail Ballot Municipal Election to be held Tuesday, April 14, 2020, by the following vote: 5-0-0-0; AYES: Malhi, Mann, Underwood-Jacobs, Crist, Parris; NOES: None; ABSTAIN: None; ABSENT: None

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NB 1. GENERAL MUNICIPAL ELECTION – APRIL 14, 2020 CONTINUED...

On a motion by Vice Mayor Crist and seconded by Council Member Mann, the City Council adopted **Resolution No. 19-54**, adopting regulations for candidates for elective office, pertaining to filing fees and candidate statements submitted to the voters at a General All-Mail Ballot Municipal Election to be held Tuesday, April 14, 2020, by the following vote: 5-0-0-0; AYES: Malhi, Mann, Underwood-Jacobs, Crist, Parris; NOES: None; ABSTAIN: None; ABSENT: None

On a motion by Vice Mayor Crist and seconded by Council Member Mann, the City Council adopted **Resolution No. 19-55**, providing for the conduct of a special runoff election for elective offices in the event of a tie vote at any municipal election, by the following vote: 5-0-0-0; AYES: Malhi, Mann, Underwood-Jacobs, Crist, Parris; NOES: None; ABSTAIN: None; ABSENT: None

On a motion by Vice Mayor Crist and seconded by Council Member Mann, the City Council adopted **Resolution No. 19-56**, approving the submission of a measure to the voters at the General Municipal Election on April 14, 2020 to increase the City's Transient Occupancy Tax to nine percent (9%), by the following vote: 5-0-0-0; AYES: Malhi, Mann, Underwood-Jacobs, Crist, Parris; NOES: None; ABSTAIN: None; ABSENT: None

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

Vice Mayor Crist discussed the AVTA's receipt of their first commuter bus, BYD's work on the production of buses, remaining number of non-electric buses in service, and features included with the new commuter bus.

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.

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

CITY MANAGER / EXECUTIVE DIRECTOR ANNOUNCEMENTS

The City Manager discussed the upcoming road construction projects throughout the City including the successful completion of the past road projects.

Additionally, the City Manager discussed the upcoming BooLVD and Field of Drafts events.

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:

Aubray McPherson – identified she was there on behalf of the Antelope Valley Student Recognition Program and invited the entire City Council to attend their upcoming local community event.

David Paul – discussed a recent event he attended, history of working together, the pride he has for the City, and the beautiful day.

Fran Sereseres – inquired on electric vehicles and the benefits to the local community.

COUNCIL / AGENCY / AUTHORITY COMMENTS

Council Member Malhi discussed his recent attendance at the High Desert Medical Group's Senior Health Expo, and thanked the City staff for their work at the event.

Council Member Underwood-Jacobs discussed her recent attendance at the High Desert Medical Group's Senior Health Expo, and also thanked City staff for their work and giving back to the community. Additionally, Council Member Underwood-Jacobs discussed her intent to resign from the City Council effective December 3rd, her announcement to run for Congress, and her experience, growth and appreciation in working with her fellow City Council Members.

Mayor Parris stated they were going to miss Council Member Underwood-Jacobs. Mayor Parris also discussed the future appointment to fill the vacant seat, encouraged anyone who was interested to apply and discussed his appreciation for the diversity of the Council.

The City Attorney stated there is some noticing that will need to be done prior to the appointment in December.

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

ADJOURNMENT

Mayor/Chair Parris adjourned the meeting at 5:47 p.m. and stated the next City Council/Successor Agency/Financing/Power/California Choice Energy Authority meeting will be held on Tuesday, November 12, 2019 at 5:00 p.m.

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

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

APPROVED:

RONDA PEREZ
ACTING CITY CLERK

R. REX PARRIS
MAYOR/CHAIRMAN

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

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

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

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

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

(seal)

STAFF REPORT
Lancaster Housing Authority

Date: November 12, 2019

To: Chair Szeto and Authority Members

From: Chenin Dow, Assistant to the City Manager
Chris Aune, Housing Manager

Subject: **Electric Infrastructure for HNR-1**

HA NB 1
11/12/19
JC

Recommendations:

- a. Authorize the Executive Director or his designee to pay an invoice in the amount of \$188,610.77 to Southern California Edison to lay the needed electric infrastructure for HNR-1.
- b. Appropriate \$200,000 from Lancaster Housing Authority Fund Balance Account No. 306-2900-000 to expenditure Account No. 306-4240-900I to cover the full amount of the invoice, plus contingency.

Fiscal Impact:

Up to \$200,000, to be appropriated from existing affordable housing funds designated for such purposes.

Background:

In an effort to meet Lancaster’s growing housing needs, the Lancaster Housing Authority is currently engaged in the development process to construct HNR-1, a 78-unit duplex affordable housing development to be located along the south side of Avenue I just west of Sierra Highway. This project also comprises one of two such developments that will form part of the City’s Advanced Energy Community, an initiative for which Lancaster Choice Energy has been awarded a \$5 million grant by the California Public Utilities Commission.

This first-of-its kind development will provide affordable net-zero homes for Lancaster residents, complete with a microgrid that will allow the development to function independently from the larger electric grid if needed while still being connected to it. Cutting-edge flywheel technology – essentially a kinetic battery – will join solar panels and traditional batteries to comprise the microgrid. With intermittent outages affecting hundreds of thousands of investor-owned utility customers throughout California, this ability to continue providing residents with power regardless of the status of the grid has perhaps never been more important.

The next step in the development process for HNR-1 is to lay the needed electric infrastructure. Southern California Edison has issued an invoice in the amount of \$188,610.77 for this work. The total appropriation amount requested reflects this cost plus a contingency.

This project will not only serve to help address the growing housing needs of the Lancaster community, but also to implement optimal energy efficiency and renewable energy features, thus lowering the cost of housing still further by drastically reducing typical energy bills. Once again, this innovative project places Lancaster at the forefront of renewable energy technology.

CD:CA:te

STAFF REPORT
Lancaster Successor Agency

SA CC 1
11/12/19
JC

Date: November 12, 2019
To: Chairman Parris and Agency Directors
From: Chenin Dow, Assistant to the City Manager
Subject: **Transfer of Easements from Successor Agency to City**

Recommendation:

Adopt **Resolution No. SA 03-19**, approving the transfer of public easements from the Successor Agency for the Lancaster Redevelopment Agency to the City of Lancaster, and authorize the Executive Director, or his designee, to execute all related documents.

Fiscal Impact:

None

Background:

As part of the ongoing “wind-down” process triggered by the State’s elimination of Redevelopment Agencies in 2011, staff is responsible for the continued disposition of assets belonging to the Successor Agency for the Lancaster Redevelopment Agency (Agency).

Through this process, staff has identified five public parking easements originally issued in the name of the Lancaster Redevelopment Agency. While public properties wholly owned by the Agency, such as public parking lots, were transferred following approval of Lancaster’s Long-Range Property Management Plan (LRPMP) in 2013, easements were not part of the original disposition plan.

The City of Lancaster has continued to maintain these parking lots as required by the original agreements at the City’s own cost since the dissolution of the Agency.

Approval of the proposed resolution would approve the transfer of these remaining public easements to the City of Lancaster, thus furthering efforts to complete the wind-down process for the Agency. The transfer will then be subject to approval by the Los Angeles County Consolidated Oversight Board, who will consider the matter at its next meeting on November 14th.

Attachment:

Resolution No. SA 03-19

RESOLUTION NO. SA 03-19

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE LANCASTER REDEVELOPMENT AGENCY APPROVING THE TRANSFER OF PUBLIC EASEMENTS FROM THE SUCCESSOR AGENCY FOR THE LANCASTER REDEVELOPMENT AGENCY TO THE CITY OF LANCASTER, AND AUTHORIZE THE EXECUTIVE DIRECTOR, OR HIS DESIGNEE, TO EXECUTE ALL RELATED DOCUMENTS

WHEREAS, the Oversight Board for the Successor Agency to the Lancaster Redevelopment Agency (the "Oversight Board") previously approved a Long Range Property Management Plan (the "2013 LRPMP") as submitted by the Successor Agency to the Lancaster Redevelopment Agency (the "Successor Agency"); and

WHEREAS, the Successor Agency received comments from the California Department of Finance (the "DOF") indicating that certain revisions were required to the 2013 LRPMP, following the receipt of which the Successor Agency prepared and submitted to the Oversight Board for its consideration a revised draft long range property management plan, in a form subsequently approved by the Oversight Board and, thereafter, DOF in 2015 (as so amended, the "LRPMP"); and

WHEREAS, among the properties listed in the LRPMP were a number of public parking lots; and

WHEREAS, staff has identified a number of additional public parking easements (each an "Easement" and collectively the "Easements") held in the name of the Lancaster Redevelopment Agency (the "Redevelopment Agency"); and

WHEREAS, the City of Lancaster (the "City") has continued to maintain the Easements at no cost to the Successor Agency since dissolution of the Redevelopment Agency, and is prepared to assume full responsibility for the Easements in perpetuity at no cost to the Successor Agency; and

WHEREAS, the disposition of assets by the Successor Agency to the City is subject to approval by the Oversight Board; and

WHEREAS, by this Resolution, the Successor Agency desires to approve the assignment of each of the Easements by the Successor Agency to the City on the terms set forth herein.

NOW, THEREFORE, BE IT RESOLVED BY THE SUCCESSOR AGENCY TO THE LANCASTER REDEVELOPMENT AGENCY, AS FOLLOWS:

Section 1. The Successor Agency approves and consents to assignment of each of the Easements by the Successor Agency to the City. The Executive Director is authorized and directed to execute an assignment substantially in the form of the Assignment of Easements that is attached hereto as Exhibit "A" and incorporated herein. If and to the extent necessary, the Executive Director is further authorized to execute and deliver one or more quitclaim deed(s) transferring the Easements to the City, as well as such other instruments as may be necessary or convenient to effect the transfer of the Easements to the City as described herein.

Section 2. In the event the assignment of a particular Easement is hereafter not approved, or if the City hereafter elects to refrain from taking title to such Easement, this Resolution shall remain in full force and effect as to the remainder of the Easements.

Section 3. The Successor Agency shall maintain on file as a public record this Resolution.

PASSED, APPROVED, AND ADOPTED this the 12th day of November, 2019 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

RONDA PEREZ
Acting City Clerk
City of Lancaster

R. REX PARRIS
Chairman
Lancaster Successor Agency

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

CERTIFICATION OF RESOLUTION
LANCASTER SUCCESSOR AGENCY

I, _____, _____ City of Lancaster, California, do hereby certify that this is a true and correct copy of the original Resolution No. SA 03-19, for which the original is on file in my office.

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

(seal)

EXHIBIT "A"

ASSIGNMENT OF EASEMENTS

**Recording Requested By and
When Recorded Mail To:**

City of Lancaster
44933 Fern Avenue
Lancaster, California 93534
Attn: Chenin Dow

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

ASSIGNMENT OF EASEMENTS

THIS ASSIGNMENT OF EASEMENTS ("Assignment") is made as of November 14, 2019 ("Effective Date"), by and between the **LANCASTER SUCCESSOR AGENCY**, a public entity acting as successor-in-interest to the Lancaster Redevelopment Agency ("Agency" or "Assignor"), as assignor, and the **CITY OF LANCASTER**, a California municipal corporation and charter city ("City" or "Assignee"), as assignee.

A. Assignor holds those certain nonexclusive easements (each an "Easement" and collectively the "Easements") listed on the Schedule of Easements that is attached hereto as Exhibit "A" and incorporated herein ("Schedule of Easements"). The document/instrument number and date each Easement was recorded in the Los Angeles County Recorder's office is set forth on the Schedule of Easements. The Easements do not individually or collectively have any market or other value.

B. Subject to the terms and conditions of this Assignment, as well as all applicable laws, Assignor desires to assign its rights in and to each Easement identified on the Schedule of Easements to Assignee and Assignee desires to accept such assignment.

NOW, THEREFORE, Assignor and Assignee hereby agree as follows:

1. Assignment and Assumption. As of the Effective Date, Assignor hereby assigns to Assignee all of its right, title and interest in and to each Easement listed on the Schedule of Easements, and Assignee hereby accepts such assignment and assumes performance of all duties, terms, obligations, covenants and conditions on the part of Assignor to be performed, occurring or arising incident to each Easement, from and after the Effective Date.

2. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of Assignor and Assignee, their respective successors and assigns.

3. Governing Law. This Assignment has been entered into, is to be performed entirely within, and shall be governed by and construed in accordance with the laws of the State of California.

4. Gender and Number. In this Assignment (unless the context requires otherwise), the masculine, feminine and neuter genders and the singular and the plural shall be deemed to include one another, as appropriate.

5. Entire Agreement. This Assignment and its exhibits, each of which is incorporated herein by reference as though set forth in full, constitute the entire agreement between the parties hereto pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations and understanding of the parties hereto, oral or written, express or implied, are hereby superseded and merged herein.

6. Captions. The captions used herein are for convenience only and are not a part of this Assignment and do not in any way limit or amplify the terms and provisions hereof.

7. Further Assurances. Each party hereto covenants and agrees to perform all acts and things, and to prepare, execute, and deliver such written agreements, documents, and instruments as may be reasonably necessary to carry out the terms and provisions of this Assignment.

8. Counterparts. This Assignment may be signed in multiple counterparts which, when signed by all parties, shall constitute a binding agreement.

9. Recitals. Recitals set forth herein shall constitute a substantive part of and are incorporated in this Assignment.

[Remainder of page blank.]

NOW, THEREFORE, the parties hereto have executed this Assignment as of the date set forth above.

ASSIGNOR:

LANCASTER SUCCESSOR AGENCY, a public entity acting as successor-in-interest to the Lancaster Redevelopment Agency

By: _____

Name: Jason Caudle

Its: Executive Director

ASSIGNEE:

CITY OF LANCASTER, a California municipal corporation and charter city

By: _____

Name: Jason Caudle

Its: City Manager

EXHIBIT “A”
SCHEDULE OF EASEMENTS

APN	GRANTOR	GRANTEE
3133-003-023 & 3133-003-024	Antelope Valley Bank	Lancaster Redevelopment Agency
3133-003-032	Antelope Valley Bank	Lancaster Redevelopment Agency
3133-003-009	First Valley National Bank	Lancaster Redevelopment Agency
3134-015-021	SE Acquisitions of Lancaster California	Lancaster Redevelopment Agency
3133-026-026, 3133-026-025, 3133-026-024, 3133-026-041, 3133-026-039, 3133-026-005	Patricia Cronin and Barbara A. Carey	City of Lancaster Redevelopment Agency

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the assignment dated _____, 2019 from the **LANCASTER SUCCESSOR AGENCY**, a public entity acting as successor-in-interest to the Lancaster Redevelopment Agency, to the **CITY OF LANCASTER**, a California municipal corporation and charter city (“Assignee”), is hereby accepted by the undersigned officer on behalf of the City of Lancaster pursuant to authority conferred by Resolution No. _____ adopted on _____, 2019, and the Assignee consents to recordation thereof by its duly authorized officer.

CITY OF LANCASTER, a California municipal corporation and charter city

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)

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

Title Or Type Of Document

Number Of Pages

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

Date Of Documents

Signer(s) Other Than Named Above

STAFF REPORT
City of Lancaster

Date: November 12, 2019
To: Mayor Parris and City Council Members
From: Pam Statsmann, Finance Director
Subject: **Check Registers – September 29, 2019 through October 19, 2019**

CC 2
11/12/19
JC

Recommendation:

Approve the Check Registers as presented.

Fiscal Impact:

\$7,452,643.33 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.:	7406945-7407322	\$ 5,953,585.92
ACH/Wire Check Nos.:	101010485-101010490	<u>\$ 1,499,057.41</u>
		\$ 7,452,643.33
Voided Check No.:	N/A	
Voided ACH/Wire No.:	N/A	

PS:sp

Attachments:

Check Register
ACH/Wire Register

City of Lancaster Check Register



From Check No.: 7406945 - To Check No.: 7407322

From Check Date 09/29/19 - To Check Date: 10/19/19

Printed: 10/22/2019 13:46

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
7406945	08380	BARRERA, RICARDO	CATERING SVC-08/21/19	1,530.54	101 4245350	1,530.54
7406946	08754	CA MUNICIPAL COMPLNCE CNSLTNTS	09/19-PS-CONSULTING SVCS	22,500.00	101 4820301	22,500.00
7406947	D1872	CA WATER ENVIRONMENTAL ASSN	ML-MEMBERSHIP RENEWAL	192.00	101 4220311	192.00
7406948	C5582	CARPETERIA	JRP-FLOORING/PANELING RPLCMNT	24,769.50	212 11ZZ006924	24,769.50
7406949	D4326	CRAMPTON, GLEN A	GC-BOOT/PANT REIMB	182.28	101 4633209	182.28
7406950	04987	FAIRCHILD, COLE	CF-BOOT/PANT REIMB	289.00	203 4785220	289.00
7406951	D0315	FREGOSO, PHYLLIS	10/19-STANDARD RETAINER	8,300.00	101 4600301	8,300.00
7406952	D0790	HENDERSON, TIMOTHY	TH-BOOT/PANT REIMB	114.31	480 4755220	114.31
7406953	D3470	L A CO DEPT OF PUBLIC HEALTH	ANNUAL FEES FOR COMM EVENTS	405.00	101 4640251 101 4649561 101 4649565 101 4649568	358.00 15.67 15.66 15.67
				405.00		405.00
7406954	1215	L A CO WATERWORKS	07/18/19-09/24/19 WATER SVC	35,566.21	101 4631654 101 4632654 101 4650654 203 4636654 203 4752654 306 4342684 361 4342776 482 4636654	6,578.48 6,686.92 477.35 2,805.15 244.09 813.33 138.74 17,822.15
				35,566.21		35,566.21
7406955	09012	MEGAS, MITCH	MM-PRKG-LOS ANGELES-9/09-11/19	80.00	101 4220256	80.00
7406956	A7185	SANTANA, MARIA	MS-BOOT/PANT REIMB	159.89	101 4633209	159.89
7406957	03154	SO CA EDISON	08/21/19-09/20/19 ELECTRIC SVC	88.47	482 4636652	88.47
7406958	03154	SO CA EDISON	08/08/19-09/09/19 ELECTRIC SVC	668.56	203 4636652 482 4636652 484 4755652	34.67 618.43 15.46
				668.56		668.56
7406959	03154	SO CA EDISON	08/21/19-09/24/19 ELECTRIC SVC	13,007.95	101 4240902 101 4632652 101 4633652 101 4634652	609.86 6,734.80 2,140.32 3,384.49

City of Lancaster Check Register



From Check No.: 7406945 - To Check No.: 7407322
 From Check Date 09/29/19 - To Check Date: 10/19/19

Printed: 10/22/2019 13:46

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
					321 15ST026924	25.55
					483 4785660	112.93
				13,007.95		13,007.95
7406960	D2990	SO CA GAS COMPANY	RIGHT OF WAY-QUITCLAIM FEE	350.00	306 42409001	350.00
7406961	1907	SO CA GAS COMPANY	08/20/19-09/24/19 GAS SVC	2,547.90	101 4631655	1,159.36
					101 4633655	902.57
					101 4635655	29.93
					101 4650655	433.14
					101 4651655	22.90
				2,547.90		2,547.90
7406962	C2555	TIME WARNER CABLE	09/14-10/13/19 BROADBAND SVC	164.99	101 4820651	164.99
7406963	09714	TRIMARK PACIFIC-HERITAGE 43	RLS MONUMENTN SCR TY-TR 063595	1,800.00	101 2503001	1,800.00
7406964	09714	TRIMARK PACIFIC-HERITAGE 43	RLS MONUMENTN SCR TY-TR 063346	9,800.00	101 2503001	9,800.00
7406965	02071	A G SOD FARMS INC	NSC-SOD(4000 SQ FT)	1,764.70	101 4635404	1,764.70
7406966	A9444	A V COMMUNITY CONCERTS ASSN	TCKT PRCD-THE DIAMONDS-9/15/19	3,358.02	101 2107000	5,546.70
					101 3405127	(1,908.00)
					101 3405302	(109.08)
					101 3405303	(171.60)
				3,358.02		3,358.02
7406967	03854	A V JANITORIAL SUPPLY	PBP-JANITORIAL SUPPLIES	537.65	101 4631406	537.65
7406968	D0949	A V OPTOMETRIC CENTER	BB-PROGRESSIVE SAFETY LENSES	129.00	101 4220301	129.00
7406969	07489	ACCESSO SHOWARE	PAC-BATTERIES(5)	494.62	101 4650302	494.62
7406970	05445	ADELMAN BROADCASTING, INC	PAC-09/19 ADS-FELIPE ESPARZA	180.00	101 4650205	180.00
7406971	07741	AGRI-TURF DISTRIBUTING LLC	LMS-FIELD SEED/FERTILIZER	7,080.12	227 12BS014924	7,080.12
7406972	D3517	AMERICASPRINTER.COM	MOAH-CATALOGS(2500)	1,260.42	101 4653205	1,260.42
			SOL-BROCHURES(1000)	450.07	101 4649568	450.07
				1,710.49		1,710.49
7406973	05251	AMTECH ELEVATOR SERVICES	LMS-ELEVATOR REPAIR	295.50	101 4632301	295.50
7406974	02693	ANDY GUMP, INC	OMP-FENCE RENTL-09/17-10/14/19	33.51	101 4634602	33.51
7406975	C9805	ARROW TRANSIT MIX INC	READY MIX CONCRETE	577.23	203 4752410	577.23
7406976	06738	ASPEN ENVIRONMENTAL GROUP	05/19-H6 MICROGRID PROJECT SVC	10,839.04	490 4250301	10,839.04
			06/19-H6 MICROGRID PROJECT SVC	22,358.46	490 4250301	22,358.46
			07/19-H6 MICROGRID PROJECT SVC	16,277.84	490 4250301	16,277.84
				49,475.34		49,475.34

City of Lancaster Check Register



From Check No.: 7406945 - To Check No.: 7407322

From Check Date 09/29/19 - To Check Date: 10/19/19

Printed: 10/22/2019 13:46

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
7406977	D0879	B'S EMBROIDERY ETC	LMS-STAFF UNIFORMS	256.23	101 4632209	256.23
7406978	09017	BEDFORD, TINEQUA	RFND-RENTAL DAMAGE DEPOSIT	100.00	101 2182001	100.00
7406979	C0914	CAMPBELL II, EDWARD LEE	09/19-SPORTS OFFICIAL	460.00	101 4641308	460.00
7406980	05938	CENTERSTAGING LLC	PAC-EQPMNT RNTLS-09/20/19	575.00	101 4650602	575.00
7406981	08680	CHARLES, RAWLSTON	09/19-SPORTS OFFICIAL	100.00	101 4641308	100.00
7406982	08218	CHERRY, KEVIN	09/19-SPORTS OFFICIAL	25.00	101 4641308	25.00
7406983	A3106	CHICAGO TITLE COMPANY	PRELIMINARY TITLE REPORT FEE	1,500.00	101 4240301	1,500.00
7406984	C0054	COLE-ROUS, JOHN	09/19-SPORTS OFFICIAL	228.00	101 4641308	228.00
7406985	00794	CORRALES, RUDY	09/19-SPORTS OFFICIAL	161.00	101 4641308	161.00
7406986	C5109	D'S CERAMICS	09/19-CHILDRENS ART INSTRUCTN 09/19-POTTERS WHEEL INSTRUCTN	70.00 136.50 <u>206.50</u>	101 4643308 101 4643308	70.00 136.50 <u>206.50</u>
7406987	08803	DEDMAN, LENARDO	09/19-SPANISH INSTRUCTOR	318.00	101 4643308	318.00
7406988	08823	DEMMERS, LINDA	LANCASTER LIBRARY ASSESSMENT	2,800.00 <u>2,800.00</u>	101 4300301 109 4200301	1,600.00 <u>1,200.00</u> 2,800.00
7406989	00414	DESERT LOCK COMPANY	LMS-DOOR REPAIR LMS-DOOR REPAIR JRP-LOCK REPAIR PW-BRASS TAG	320.72 90.00 118.82 177.94 <u>707.48</u>	101 4632402 101 4632402 101 4631301 101 4753402	320.72 90.00 118.82 177.94 <u>707.48</u>
7406990	09191	DESIGNERS TOUCH LANDSCAPE INC	LMD-AVE L-ADDITIONAL WORK	3,850.00	482 4636402	3,850.00
7406991	05987	DESTINATION LANCASTER	MOAH-2020 AVENTURE GUIDE	1,500.00	101 4653205	1,500.00
7406992	07159	DIAZ, BRANDON	09/19-TENNIS INSTRUCTOR 09/19-TENNIS INSTRUCTOR 09/19-TENNIS INSTRUCTOR 09/19-TENNIS INSTRUCTOR 09/19-TENNIS INSTRUCTOR 09/19-TENNIS INSTRUCTOR	42.00 42.00 28.00 147.00 252.00 126.00 <u>637.00</u>	101 4643308 101 4643308 101 4643308 101 4643308 101 4643308 101 4643308	42.00 42.00 28.00 147.00 252.00 126.00 <u>637.00</u>
7406993	05665	EGGERTH, DARRELL	09/19-SPORTS OFFICIAL	644.00	101 4641308	644.00
7406994	06857	ENTERTAINMENTMAX, INC	GBOR-AV COMEDY FESIVL-9/6-8/19	4,038.38	101 4650318	4,038.38
7406995	06380	EWING IRRIGATION PRODUCTS, INC	LMS-FIELD HEADS(12)	528.34	101 4632404	528.34

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7406996	09416	FAZIO, MATTHEW S.	09/19-LTV VIDEO PRODUCTION	540.00	101 4307296	540.00
7406997	09617	FILTAFRY	LMS-CONCESSION DRAIN FOAM LMS-CONCESSION DRAIN FOAM	72.00 72.00	101 4632402 101 4632402	72.00 72.00
				<u>144.00</u>		<u>144.00</u>
7406998	08968	GOTIME CONTROL INC	OMP-FIELD LIGHTING UPGRADES TBP-LIGHTING UPGRADES OMP-LIGHTING UPGRADES	7,226.50 6,531.25 4,686.25	101 4634402 104 4631402 104 4631402	7,226.50 6,531.25 4,686.25
				<u>18,444.00</u>		<u>18,444.00</u>
7406999	09591	GRANICUS, LLC	LTV-VISIONLIVE SUBSCRIPTN SVC	18,063.00	101 4307296	18,063.00
7407000	02585	HARRELL, BARON	09/19-SPORTS OFFICIAL	607.00	101 4641308	607.00
7407001	819	HERC RENTALS INC	NSC-LIFT RENTL-09/09-16/19	4,461.47	101 4635404	4,461.47
7407002	07127	HUMAN ELEMENT	09/19-BARRE INSTRUCTION	84.00	101 4643308	84.00
7407003	D3842	INNOVATION EDUCATION	09/19-ITALIAN INSTRUCTION	224.00	101 4643308	224.00
7407004	09070	INSIGHT NORTH AMERICA LLC	08/19-INVESTMENT ADVISORY SRVC	2,838.53	101 3501110	2,838.53
7407005	09083	INT'L BUSINESS MACHINES CORP	WATSON DATA PLATFORM CONSULTNG	27,000.00	101 4240301	27,000.00
7407006	A2594	INTERSTATE BATTERY SYS OF A V	BATTERY-EQ5860	141.98	101 4633207	141.98
7407007	01419	JOHNSTONE SUPPLY	CDR-THERMOSTATS LUC-THERMOSTAT	487.58 59.66	101 4633403 101 4633403	487.58 59.66
				<u>547.24</u>		<u>547.24</u>
7407008	1221	L A TIMES	SUBSCRIPTN RNWL #10011508930	47.28	101 4200206	47.28
7407009	1203	LANCASTER PLUMBING SUPPLY	WCP-FOUNTAIN REPAIR CH-HAND TOOLS	251.65 138.04	101 4631404 101 4633208	251.65 138.04
				<u>389.69</u>		<u>389.69</u>
7407010	09417	MALDONADO, ARIEL	09/19-SPORTS OFFICIAL	506.00	101 4641308	506.00
7407011	06663	MASON, MELINDA	IMPACT-COMMUNITY DAY PHOTOS	300.00	101 4300251	300.00
7407012	1348	MATALON, LEON	TCKT PRCDS-JAZZ HORZNS-9/21/19	949.50	101 3405104 101 3405127	1,266.00 (316.50)
				<u>949.50</u>		<u>949.50</u>
7407013	05457	MAULDIN JR, LEO	09/19-SPORTS OFFICIAL	874.00	101 4641308	874.00
7407014	03351	MAULDIN, JOSEPH	09/19-SPORTS OFFICIAL	25.00	101 4641308	25.00
7407015	06948	MCKISSIC, MAURISHA	09/19-SPORTS OFFICIAL	75.00	101 4641308	75.00

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7407016	L0306	MEZA, JOSE M	LCE-NEM 2017 ANNUAL PAYOUTS	132.40	101 2140000	132.40
7407017	06673	MILLER, JACK C	09/19-TENNIS INSTRUCTOR	18.00	101 4643308	18.00
			09/19-TENNIS INSTRUCTOR	33.00	101 4643308	33.00
			09/19-TENNIS INSTRUCTOR	30.00	101 4643308	30.00
			09/19-TENNIS INSTRUCTOR	30.00	101 4643308	30.00
			09/19-TENNIS INSTRUCTOR	24.00	101 4643308	24.00
			09/19-TENNIS INSTRUCTOR	24.00	101 4643308	24.00
			09/19-TENNIS INSTRUCTOR	36.00	101 4643308	36.00
			09/19-TENNIS INSTRUCTOR	24.00	101 4643308	24.00
			09/19-TENNIS INSTRUCTOR	33.00	101 4643308	33.00
			09/19-TENNIS INSTRUCTOR	27.00	101 4643308	27.00
			09/19-TENNIS INSTRUCTOR	30.00	101 4643308	30.00
				<u>309.00</u>		<u>309.00</u>
7407018	05773	MORRISON WELL MAINTENANCE	NSC-08/19-BACTERIOLOGICAL TEST	200.00	101 4635301	200.00
7407019	08912	MUELLER, JOHN	DEP-JOHN MUELLER-02/28/19	4,500.00	101 4650318	4,500.00
7407020	08562	NAPA AUTO PARTS	REPLCMNT LENS-EQ3832	1.35	203 4752207	1.35
			GAS CAP-EQ3757	9.77	203 4752207	9.77
			AIRBAG/PORTABLE VAC/TOOLS	654.07	101 4753208	654.07
			BEAM BLDS/WPR BLDS-EQ6805	17.47	203 4752207	17.47
			WPR BLDS-EQ7510	18.07	101 4761207	18.07
			DSL EXH FLUID-EQ3988	218.99	480 4755207	218.99
			BEAMS-EQ5860	27.51	101 4633207	27.51
			COUPLER-EQ3838	7.85	203 4752207	7.85
				<u>955.08</u>		<u>955.08</u>
7407021	06605	NC4 PUBLIC SECTOR LLC	E-TEAM MTNC RENEWAL-9/19-8/20	11,642.00	101 4245350	11,642.00
7407022	05509	P A R S	07/19-REP FEES	5,107.33	101 4220301	5,107.33
7407023	05741	P P G ARCHITECTURAL FINISHES	AHP-RESTROOM PAINT	41.78	101 4631403	41.78
			EDP-PAINT SUPPLIES	184.29	101 4631403	184.29
			GRAFFITI REMOVAL PAINT	90.16	203 4752502	90.16
			GRAFFITI REMOVAL PAINT	39.36	203 4752502	39.36
			NSC-PAINT	1,060.62	101 4635404	1,060.62
			GRAFFITI REMOVAL PAINT	19.67	203 4752502	19.67
			GRAFFITI REMOVAL PAINT	90.16	203 4752502	90.16
				<u>1,526.04</u>		<u>1,526.04</u>
7407024	09275	PACIFIC COAST LOCATORS	DIG ALERT SERVICE	9,500.00	480 4755301	3,166.67
					483 4785301	3,166.67
					484 4755301	3,166.66
				<u>9,500.00</u>		<u>9,500.00</u>
7407025	03307	PARKER, JESSE	09/19-SPORTS OFFICIAL	375.00	101 4641308	375.00
7407026	02169	PATTON'S METAL WORKING	ALUM SHEET(1)	49.54	203 4785461	49.54
			ALUM SHEET(10)	495.38	203 4785461	495.38

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				544.92		544.92
7407027	05998	PAVING THE WAY FOUNDATION	CMMNTY SPPRT/GOOD CTZNSHP PRGM	5,500.00	101 4820301	5,500.00
7407028	01587	PREFERRED WINDOW TINTING	HP-VANDALISM REPAIRS	200.00	101 4634402	200.00
7407029	07287	PRINTING BOSS	FORD F550 VEHICLE WRAP LMS-STADIUM LOGOS	3,285.00 547.50	331 4755778 101 4632402	3,285.00 547.50
				<u>3,832.50</u>		<u>3,832.50</u>
7407030	04361	PROTECTION ONE	LMS-09/19-ALARM MONITORING LMS-09/19 ELEVATOR MAINTENANCE	52.02 37.58	101 4632301 101 4632301	52.02 37.58
				<u>89.60</u>		<u>89.60</u>
7407031	09225	QUARTIC SOLUTIONS LLC	ARCGIS SERVER UPGRADE	5,740.00	101 4315301	5,740.00
7407032	04337	RUIZ, LINDA	09/19-TENNIS INSTRUCTOR 09/19-TENNIS INSTRUCTOR	262.50 210.00	101 4643308 101 4643308	262.50 210.00
				<u>472.50</u>		<u>472.50</u>
7407033	D3947	S G A CLEANING SERVICES	OMP-PAINT/LIGHT INSTLL LMS-TOOL SHED REPAIR OMP-WELDING CONTAINER REPAIR OMP-WELDING REPAIR OMP-FENCE REPAIR CH-GATE REPAIR	975.00 165.00 585.00 285.00 275.00 785.00	101 4634403 101 4632402 101 4634403 101 4634402 101 4634402 101 4633402	975.00 165.00 585.00 285.00 275.00 785.00
				<u>3,070.00</u>		<u>3,070.00</u>
7407034	03962	SAFETY KLEEN	HAZ WASTE PARTS WASHER	141.41	101 4753657	141.41
7407035	A8260	SAGE STAFFING	SO-PUBLIC SFTY STFF-09/09-15/19	565.75	101 4820308	565.75
7407036	C3064	SANTOS, RENALDO	09/19-SPORTS OFFICIAL	1,081.00	101 4641308	1,081.00
7407037	09715	SHAHEEN, ARYAN	RFND-PARKNG CITATION #31030200	39.00	101 3310200	39.00
7407038	1894	SIGNS & DESIGNS	VETERNS HOMES-MNMNT SGN/INSTLL	9,731.82	101 4200301	9,731.82
7407039	01816	SMITH PIPE & SUPPLY INC	LMS-STNLSS STEEL POP-UP HEADS OMP-IRRIGATION SUPPLIES STP-IRRIGATION SUPPLIES IRRIGATION SUPPLIES DRAIN PVC EDP-VALVE BOX PBP-IRRIGATION SUPPLIES PBP-IRRIGATION CLOCK	494.75 252.51 39.35 126.68 3.64 63.93 197.07 103.14	101 4632404 101 4634404 101 4631404 101 4634404 101 4633404 101 4631404 101 4631404 101 4631404	494.75 252.51 39.35 126.68 3.64 63.93 197.07 103.14
				<u>1,281.07</u>		<u>1,281.07</u>
7407040	08988	SMITH, CHRISTINA	09/19 CONSULTING SRVCS	2,885.00	101 4300301	2,885.00
7407041	06429	STANTEC CONSULTING SRVCS INC	CP16004-10TH ST W IMPROVEMENTS	11,483.66	210 15BW008924 210 15BW008924	3,947.66 7,536.00

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				11,483.66		11,483.66
7407042	05413	STATEWIDE TRAFFIC SAFETY/SIGNS	TEMP NO PARKING SIGNS(500)	418.28	203 4752455	418.28
7407043	09173	STERNAL, STEVEN	09/19-SPORTS OFFICIAL	644.00	101 4641308	644.00
7407044	09321	SYTECH SOLUTIONS	DOCUMENT SCANNING SVCS	7,127.04	101 4210301	7,127.04
7407045	A6479	TAFT ELECTRIC COMPANY	AVE J2-RMV/RPLC LIGHT POLE	3,970.08	483 4785660	3,970.08
7407046	09492	THE GEE DESIGNS	09/19-BATTLEGROUNDZ FILMING	60.00	101 4307296	60.00
7407047	08783	UNIFIRST CORPORATION	UNIFORM CLEANING	103.68	480 4755209	103.68
7407048	05551	UNITED SITE SRVCS OF CA,SO DIV	MLS-FENCE RENTL-09/12-10/09/19	19.72	101 4633301	19.72
7407049	31009	UNIVERSAL ELECTRONIC ALARMS	NSC-09/19-SECURITY ALARM	37.00	101 4635301	37.00
			OMP-09/19-SECURITY ALARM	37.00	101 4634301	37.00
			NSC-09/19-FIRE ALARM	56.00	101 4635301	56.00
			MTNC YD-09/19-FIRE ALARM	27.00	203 4752301	27.00
			TBP-09/19-SECURITY ALARM	27.00	101 4631301	27.00
			STP-09/19-SECURITY ALARM	27.00	101 4631301	27.00
			NSC-09/19-SECURITY ALARM	27.00	101 4635301	27.00
			OMP-09/19-SECURITY ALARM	27.00	101 4634301	27.00
			MTNC YD-09/19-SECURITY ALARM	27.00	203 4752301	27.00
				<u>292.00</u>		<u>292.00</u>
7407050	09590	VIVINT INC	PS-SMART HME SVC-9/25-10/24/19	72.05	101 4800301	72.05
7407051	06384	VOYAGER FLEET SYSTEMS INC	VOYAGER FLEET SYSTEMS 09/24/19	271.23	101 2602000	271.23
7407052	06209	WAGeworks	09/19-FSA ADMIN FEES	463.31	101 2170213	428.67
					101 2170214	34.64
				<u>463.31</u>		<u>463.31</u>
7407053	31026	WAXIE SANITARY SUPPLY	NSC-JANITORIAL SUPPLIES	99.66	101 4635406	99.66
7407054	05093	WESTERN EQUIPMENT SERVICE CO	MTNC YD-MINI SPLIT REPAIR	328.66	203 4752402	328.66
7407055	C5965	WOLF, LAWRENCE	09/19-SPORTS OFFICIAL	69.00	101 4641308	69.00
7407056	D3242	ZIMMER, DANIEL	09/19-SPORTS OFFICIAL	874.00	101 4641308	874.00
7407057	2501	ZUMAR INDUSTRIES, INC	TRAFFIC CONTROL SIGNS/HARDWARE	1,457.69	203 4785455	1,457.69
7407058	07131	DE LAGE LANDEN FINANCIAL SVCS	CHEVROLET VEHICLES(8)	51,498.13	104 4753762	51,498.13
7407059	1214	L A CO SHERIFF'S DEPT	08/19 LAW ENFORCEMENT SVCS	2,268,671.42	101 4820354	2,048,014.09
					101 4820357	220,657.33
			08/19-PRISON MTNC	171.91	101 4820355	171.91
				<u>2,268,843.33</u>		<u>2,268,843.33</u>

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7407060	D3733	STOTZ EQUIPMENT	LMS-HYBRID MOWER LMS-THATCHING BLADES	60,330.19 407.48 <u>60,737.67</u>	104 4632763 101 4632207	60,330.19 407.48 <u>60,737.67</u>
7407061	A7221	P E R S LONG TERM CARE PROGRAM	LONG TERM CARE PREM-PP 20-2019	1,010.12	101 2170200	1,010.12
7407062	D2287	LANCASTER CODE ENFRCMNT ASSN	UNION DUES-PP 20-2019	360.00	101 2171000	360.00
7407063	00107	A V PRESS	08/19-ON THE NET ADS	82.00	101 4305205	82.00
7407064	00107	A V PRESS	09/19-ON THE NET ADS	82.00	101 4305205	82.00
7407065	00107	A V PRESS	08/19-ADVERTISING	100.00	101 4649225	100.00
7407066	00107	A V PRESS	07/19-ADVERTISING	550.00	101 4649225	550.00
7407067	00107	A V PRESS	PAC-09/19 ADVERTISING	1,630.52	101 4650205	1,630.52
7407068	00107	A V PRESS	09/19-ADVERTISING	3,364.96 <u>3,364.96</u>	101 4649225 101 4649568	400.00 <u>2,964.96</u> 3,364.96
7407069	07637	ABAIED, KATHLEEN	KA-PR DM-LNG BEACH-10/16-18/19	165.00	101 4220256	165.00
7407070	09723	BROWN, BRITTANY NDIDI	SUMMER OF IMPACT-JUN-AUG HRS	670.00	101 4100261	670.00
7407071	01944	CAMPBELL, JEFF	JC-PR DM-LNG BEACH-10/16-18/19	165.00	101 4600201	165.00
7407072	D4457	CARDENAS, ROSA	RC-PR DM-LAS VEGAS-10/15-18/19	213.50	101 4220256	213.50
7407073	D0775	CAUDLE, JASON	JC-PR DM-LNG BEACH-10/16-18/19	165.00	101 4220256	165.00
7407074	07642	CHISOM, TOI	TC-PR DM-LNG BEACH-10/16-18/19	165.00	101 4220256	165.00
7407075	D1698	DOW, CHENIN	CD-PR DM-LNG BEACH-10/16-18/19	165.00	101 4220256	165.00
7407076	07635	HOGAN, JEFF	JH-PR DM-LNG BEACH-10/16-18/19	165.00	101 4220256	165.00
7407077	1215	L A CO WATERWORKS	07/17/19-10/01/19 WATER SVC	8,068.29 <u>8,068.29</u>	101 4631654 203 4636654 363 4342770	6,054.26 1,966.08 47.95 <u>8,068.29</u>
7407078	08798	LANE RANCH PLAZA LLC	RFND-SPR14-05-RLS 10% SECURITY	43,760.00	101 2503000	43,760.00
7407079	09186	LEE ROCKER TOURING INC	BAL-LEE ROCKER-10/12/19	4,625.00	101 4650318	4,625.00
7407080	C8786	PEREZ, RONDA	RP-PR DM-LNG BEACH-10/16-18/19	165.00	101 4220256	165.00
7407081	08410	SENELLA, JAIME	JS-PR DM-LAS VEGAS-10/15-18/19	213.50	101 4200201	213.50

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7407082	03154	SO CA EDISON	09/01/19-10/01/19 ELECTRIC SVC	91.02	483 4785660	91.02
7407083	03154	SO CA EDISON	09/03/19-10/03/19 ELECTRIC SVC	203.58	203 16ST006924 209 12ST032924 232 15BW005924 232 16ST005924 483 4785660	39.47 56.78 27.66 43.01 36.66
				<u>203.58</u>		<u>203.58</u>
7407084	03154	SO CA EDISON	08/06/19-10/07/19 ELECTRIC SVC	2,316.09	483 4785652 483 4785660	2,014.02 302.07
				<u>2,316.09</u>		<u>2,316.09</u>
7407085	1907	SO CA GAS COMPANY	08/30/19-10/01/19 GAS SVC	15.78	101 4631655	15.78
7407086	C2555	TIME WARNER CABLE	09/17-10/16/19-PRA INFO DSK	63.64	101 4315651	63.64
7407087	07614	WILSON, ALASTAIR C	MONDAY BITEZ-PERF-MUSC-10/7/19	700.00	101 4646251	700.00
7407088	06576	A V CHEVROLET	FILTER-EQ3831	102.82	203 4752207	102.82
7407089	00105	A V FLORIST	SOL-FLOWER ARRANGMENT	319.74	101 4649568	319.74
7407090	03854	A V JANITORIAL SUPPLY	OMP/AVTA-HAND DRYER LMS-PAPER TOWEL	435.81 229.95	207 4634402 101 4632406	435.81 229.95
				<u>665.76</u>		<u>665.76</u>
7407091	00498	A V SPORTS & GRAPHICS	YOUTH BASKETBALL JERSEYS(160)	2,496.50	101 4641251	2,496.50
7407092	06294	A V WEB DESIGNS	NSC-10/19-MONTHLY HOSTING CHGS	99.95	101 4645301	99.95
7407093	09356	A2ZFX INC	OMP-MEMORIAL PROJECT MANAGEMNT	24,500.00	261 11BS026924	24,500.00
7407094	09069	ACTON ICE DELIVERY	SOL-ICE(1600LBS) SOL-ICE(2400LBS) SOL-ICE(1920LBS)	394.20 591.30 (473.04)	101 4649568 101 4649568 101 4649568	394.20 591.30 (473.04)
				<u>512.46</u>		<u>512.46</u>
7407095	05445	ADELMAN BROADCASTING, INC	PAC-09/19 ADS-FRANKIE J PAC-09/19 ADS-CHINESE WARRIORS PAC-09/19 ADS-P SMYTH & SCNDL	270.00 240.00 300.00	101 4650205 101 4650205 101 4650205	270.00 240.00 300.00
				<u>810.00</u>		<u>810.00</u>
7407096	C8745	ADVANCE ELECTRIC	LBP-SPRINKLER REPAIR	325.00	482 4636401	325.00
7407097	00127	ALL GLASS & PLASTICS LLC	STP-WINDOW REPAIR	198.51	101 4631402	198.51
7407098	A8728	ALL THINGS ENGRAVABLE	SOL-AWARDS	1,113.95	101 4649568	1,113.95
7407099	C6143	AMERICAN BUSINESS MACHINES	IMAGE RUNNER ADV COPIER	10.51	101 4410254	10.51

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7407100	D3147	AMERICAN PLUMBING SERVICES,INC	NSC-BACKFLOW TESTING	127.50	101 4635301	127.50
7407101	02693	ANDY GUMP, INC	HP-FENCE RENTL-09/19-10/16/19	17.74	101 4634602	17.74
			PBP-FENCE RENTL-09/20-10/17/19	19.71	101 4631602	19.71
				<u>37.45</u>		<u>37.45</u>
7407102	07639	ARCTIC AIR AND REFRIGERATION	LMS-FRIDGE REPAIR	210.45	101 4632402	210.45
7407103	09573	ASSURE HOME INSPECTION	COMMUNITY HOME INSPECTIONS	4,200.00	306 4342682	4,200.00
7407104	04151	AXES FIRE INC	FIRE CERTS(5)	84.75	101 4761207	12.95
					203 4752207	12.95
					203 4752207	12.95
					480 4755207	20.00
					480 4755207	25.90
				<u>84.75</u>		<u>84.75</u>
7407105	D0879	B'S EMBROIDERY ETC	UNIFORM JACKET EMBROIDERY	186.15	101 4635209	186.15
7407106	09605	BEANE, PATRICIA	RFND-CLASS REGISTRATION FEES	70.00	101 2182001	70.00
7407107	06799	BRAUN BLAISING SMITH WYNNE PC	08/19-LCE-LEGAL CONSULTING	2,541.50	101 4100303	663.00
					101 4100303	982.00
					490 4250303	896.50
				<u>2,541.50</u>		<u>2,541.50</u>
7407108	08094	BURRELLESLUCE	09/19-MONTHLY MEDIA CHARGES	434.90	101 4305301	434.90
7407109	02197	CARROT TOP INDUSTRIES INC	LMS-CITY FLAG	250.54	101 2175000	(22.59)
			LMS-STADIUM FLAGS	391.35	101 4632403	273.13
					101 2175000	(35.52)
					101 4632403	426.87
				<u>641.89</u>		<u>641.89</u>
7407110	05128	CLEANSTREET	09/19 MONTHLY STREET SWEEP	44,820.62	203 4752450	43,820.62
					484 4752450	1,000.00
				<u>44,820.62</u>		<u>44,820.62</u>
7407111	D1545	CLETEHOUSE CAFE, INC	SOL-CATERING SVC-09/27/19	3,210.87	101 4649568	3,210.87
7407112	08484	CONSOLIDATED ELECTRCL DIST INC	CH-LIGHTING BALLAST	242.24	101 4633403	242.24
7407113	05789	CORE & MAIN LP	OMP-WEDGE GATE VALVES	1,011.57	101 4634404	1,011.57
7407114	D3965	CRAGOE PEST SERVICES, INC	LMS-HERBICIDE SPRAY	750.00	101 4632402	750.00
7407115	09159	CUSTOM TRUCK ONE SOURCE, L.P.	ANNUAL INSPECTION(4)	2,610.00	101 4785207	652.50
					483 4785207	652.50
					483 4785207	652.50
					483 4785207	652.50
			ANNUAL INSP BM TR CRN(2)	1,110.00	101 4753207	555.00

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				3,720.00	101 4753207	555.00 3,720.00
7407116	07131	DE LAGE LANDEN FINANCIAL SVCS	10/15/19-11/14/19 NETWRK PRNTR	168.95	101 4800254	168.95
7407117	A0925	DESERT HAVEN ENTERPRISES	LUC-06/19-JANITORIAL SERVICE	1,001.00	101 4633301	1,001.00
7407118	05987	DESTINATION LANCASTER	AVENTURES 2020 BACK COVER ADS	2,500.00	101 4649225	2,500.00
7407119	08839	DUKE ENGINEERING AND ASSOCS	REFLECTIVE CEILING PLAN LOW VOLTAGE INFASTRUCTURE	8,940.00 5,900.00 14,840.00	701 11BS019924 701 11BS019924	8,940.00 5,900.00 14,840.00
7407120	08643	EARTH SYSTEMS PACIFIC	CP17012-AVE I/10W-K/30 IMPROV	4,611.00	209 16ST007924	4,611.00
7407121	06857	ENTERTAINMENTMAX, INC	CMMSSNS-CHINSE WARRIOR-9/26/19 CMMSSNS-PATTI SMYTH-09/30/19	1,100.00 1,500.00 2,600.00	101 4650301 101 4650301	1,100.00 1,500.00 2,600.00
7407122	09416	FAZIO, MATTHEW S.	09/19-LTV VIDEO PRODUCTION	520.00	101 4307296	520.00
7407123	00617	FEDERAL EXPRESS CORPORATION	EXPRESS MAILINGS EXPRESS MAILINGS	53.28 116.02 169.30	101 4200212 101 4410212 101 4240212 101 4410212 101 4650212	26.71 26.57 22.09 21.57 72.36 169.30
7407124	A9988	FIRE ACE INC	SOL-FIRE EXTINGUISHER RENTAL	988.73	101 4649568	988.73
7407125	07124	FIRST AMERICAN DATA TREE, LLC	09/19-PROFESSIONAL SERVICES	464.60	101 4230301	464.60
7407126	04203	FRANK'S RADIO SERVICE	JUL-AUG 19-QRTRLY REPEATER SEP-DEC 19-QRTRLY REPEATER	1,500.00 1,500.00 3,000.00	101 4245350 101 4245350	1,500.00 1,500.00 3,000.00
7407127	08441	FRANKLIN TRUCK PARTS INC	U JOINT KIT-EQ3773	32.94	203 4752207	32.94
7407128	07369	FRONTIER COMMUNICATIONS CORP	09/25-10/24/19 TELEPHONE SVC	749.04	101 4633651	749.04
7407129	07665	FRONTIER ENERGY INC	08/19-PROFESSIONAL SERVICES	11,671.50	490 4250770	11,671.50
7407130	C9194	GAIL MATERIALS	LMS-INFIELD REPAIRS	6,649.36	227 12BS014924	6,649.36
7407131	04721	GET TIRES, INC	TIRES(4)-EQ3831	1,664.62	203 4752207	1,664.62
7407132	5121	GIFT FOUNDATION OF AV HOSPITAL	GALA RESERVATIONS-09/14/19	500.00	101 4100202	500.00
7407133	C0509	GREATER A V ECONOMIC ALLIANCE	GAVEA ANNUAL MEMBERSHIP	2,500.00	101 4240206	2,500.00
7407134	D0501	HIESL CONSTRUCTION INC	1515 NEWGROVE-WHEELCHR RAMP	540.00	363 4342770	540.00

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7407135	06228	HYDRO ENGINEERING, INC	MTNC YD-PRESSURE WASHER REPAIR	2,298.35	101 4753402	2,298.35
7407136	A2594	INTERSTATE BATTERY SYS OF A V	BATTERY-EQ1746	120.83	101 4300207	120.83
7407137	D4004	J P POOLS	TBP-SPLASH PAD MTNC EPL-CONSULTING/SERVICE WPL-CHEMICAL CONTROL MNTNC	1,300.00 1,350.00 1,000.00 <u>3,650.00</u>	101 4631301 101 4631301 101 4631301	1,300.00 1,350.00 1,000.00 <u>3,650.00</u>
7407138	09722	JIMENEZ, JESSICA	SUMMER OF IMPACT-JUN-AUG HRS	890.00	101 4100261	890.00
7407139	01419	JOHNSTONE SUPPLY	LUC-AC REPAIR PARTS	143.22	101 4633403	143.22
7407140	D1903	KERN MACHINERY INC-LANCASTER	STRING TRIMMER/SPOOL/OIL PN FSTNR/HNLD/BWL-EQ5611	860.69 311.56 <u>1,172.25</u>	482 4636404 101 4635207	860.69 311.56 <u>1,172.25</u>
7407141	D4099	KYLE & KYLE RANCHES, INC	SOL-STRAW BALES(416)	4,560.00	101 4649568	4,560.00
7407142	07027	KYLE, JACOB	SOL-HAY DELIVERY/PICKUP	1,500.00	101 4649568	1,500.00
7407143	1214	L A CO SHERIFF'S DEPT	08/19-SPCL EVNT-EXTRME MAKEOVR	1,899.70 <u>1,899.70</u>	101 4820355 101 4820357	1,711.44 188.26 <u>1,899.70</u>
7407144	1203	LANCASTER PLUMBING SUPPLY	WCP-IRRIGATION SUPPLIES	8.70	101 4631404	8.70
7407145	A4930	LANDALE MUTUAL WATER COMPANY	L/CHALLENGER-09/19 WATER SVC	49.95	203 4636654	49.95
7407146	D1736	LEVEL 3 COMMUNICATIONS LLC	09/19-INTERNET/DATA	4,415.86	101 4315651	4,415.86
7407147	5191	LU'S LIGHTHOUSE, INC	LED MINIBAR-EQ3771	1,358.03	203 4752207	1,358.03
7407148	09720	LUNNON, DAVID JOSEPH	FIGURE MODEL	100.00	101 4651251	100.00
7407149	02454	MC MASTER-CARR SUPPLY CO	PVC PIPE FITTING/SCREWS	239.66	101 4634404	239.66
7407150	09721	MCA DIRECT	10/19-10/20 CNSLTNG SBSCRPTN	1,000.00	101 4210262	1,000.00
7407151	D3578	MINUTEMAN PRESS	PAC-19/20 SEASON BROCHURES LCE-PWR CNTNT LBL MAILR(49483)	2,755.38 15,975.68 <u>18,731.06</u>	101 4650301 490 4250213	2,755.38 15,975.68 <u>18,731.06</u>
7407152	09724	MONTES, STEPHANIE	RFND-DAMAGE DEPOSIT	259.00	101 2182001	259.00
7407153	06936	MOSMAN, DESIREA	09/19 AM EXERCISE INSTRUCTION	560.00	101 4643308	560.00
7407154	C8944	MSC INDUSTRIAL SUPPLY CO	NTBC YD-PLOW BOLT/HEX CAP SCRW	224.66	101 4753214	224.66
7407155	08562	NAPA AUTO PARTS	AIR FILTER-EQ3779 HDRBST BRK BSTR-EQ5654	43.69 255.66	480 4755207 101 4635207	43.69 255.66

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			NGN CLNG SSTM TMP-EQ3773	16.35	203 4752207	16.35
			WNDW SWTCH-EQ5662	53.47	101 4634207	53.47
			WNDW MTR/CR DPST-EQ5662	122.88	101 4634207	122.88
			TNSNR/V RBBB BLT-EQ3000	72.91	203 4752207	72.91
			RPL WPR BLD(2)-EQ3000	28.45	203 4752207	28.45
			BRK PDS(2)-EQ6821	138.18	101 4245207	138.18
			AIR FILTER-EQ3000	175.06	203 4752207	175.06
			AIR FILTER-EQ6813	11.38	203 4752207	11.38
			CDT/CORE DEPOSIT-EQ5654	(73.58)	101 4635207	(73.58)
			SOLENOID-EQ4371	41.94	483 4785207	41.94
				<u>886.39</u>		<u>886.39</u>
7407156	D2822	NATIONAL CINEMEDIA, LLC	THEATER ADS-09/13-10/10/19	934.22	101 4640251	288.82
					101 4649561	144.38
					101 4649563	144.38
					101 4649565	144.38
					101 4649567	30.54
					101 4649568	144.38
					101 4650205	37.34
				<u>934.22</u>		<u>934.22</u>
7407157	09728	NEWMAN, CHERRI	RFND-DAMAGE DEPOSIT	100.00	101 2182001	100.00
7407158	06148	NIK-O-LOK, INC	10/19-MONTHLY COIN LOCK LEASE	39.00	101 4633301	39.00
7407159	D2634	O'REAR, JEFFREY R	09/19-PRODUCTION SERVICES	400.00	101 4649225	400.00
7407160	C3052	OXFORD INN AND SUITES	PAC-LDG-FRANKIE J-09/21/19	349.44	101 4650251	349.44
7407161	05741	P P G ARCHITECTURAL FINISHES	GRAFFITI REMOVAL SUPPLIES	47.80	203 4752502	47.80
			GRAFFITI REMOVAL SUPPLIES	19.67	203 4752502	19.67
				<u>67.47</u>		<u>67.47</u>
7407162	09275	PACIFIC COAST LOCATORS	DIG ALERT SERVICE	9,500.00	480 4755301	3,166.66
					483 4785301	3,166.66
					484 4755301	3,166.68
				<u>9,500.00</u>		<u>9,500.00</u>
7407163	09668	PACIFIC TENNIS COURTS, INC.	JRP-COURT RESURFACING	11,875.00	212 11ZZ006924	11,875.00
7407164	05998	PAVING THE WAY FOUNDATION	CMMNTY SPPRT/GOOD CTZNSHP PRGM	500.00	101 4820301	500.00
			CMMNTY SPPRT/GOOD CTZNSHP PRGM	1,968.00	101 4820301	1,968.00
				<u>2,468.00</u>		<u>2,468.00</u>
7407165	05532	PLAYPOWER LT FARMINGTON INC	TBP-BUBBLE PCB/WASHER/HRDWR	766.74	101 4631404	766.74
			HP-ANTI-WRAP(2)	476.43	101 4634404	476.43
				<u>1,243.17</u>		<u>1,243.17</u>
7407166	06160	PRIME TIME PARTY RENTALS	SOL-TENT/EQUIPMENT RENTAL	5,277.00	101 4649568	5,277.00
7407167	04361	PROTECTION ONE	LMS-10/19-ALARM MONITORING	52.02	101 4632301	52.02
			LMS-10/19 ELEVATOR MAINTENANCE	37.58	101 4632301	37.58

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				89.60		89.60
7407168	05864	QUINN COMPANY	PRMR LMNT/FLTRS-EQ3835	122.08	484 4752207	122.08
7407169	2601	REPRO-GRAPHIC SUPPLY	BOND PAPER(8 ROLLS)	228.95	101 4761253	228.95
7407170	D3947	S G A CLEANING SERVICES	LMS-MAINLINE REPAIR	380.00	101 4632402	380.00
			JRP-BACKFLOW ENCLOSURE	1,950.00	212 11ZZ006924	1,950.00
			AHP-LIGHT INSTALLATION	485.00	101 4631402	485.00
			UNIVERITY BLDG-LIGHTING REPAIR	390.00	101 4633403	390.00
			UNIVERITY BLDG-LIGHTING REPAIR	890.00	101 4633402	890.00
				<u>4,095.00</u>		<u>4,095.00</u>
7407171	A8260	SAGE STAFFING	SO-PUBLIC SFTY STFF-09/16-22/19	565.75	101 4820308	565.75
7407172	06180	SANTA CLARITA ELEVATORS	PAC-ELEVATOR REPAIR/CERT	999.93	101 4650301	999.93
			PAC-ELEVATOR REPAIR/CERT	157.45	101 4650301	157.45
				<u>1,157.38</u>		<u>1,157.38</u>
7407173	09725	SHAVER, MICHELLE	RFND-DAMAGE DEPOSIT	259.00	101 2182001	259.00
7407174	05934	SHI INTERNATIONAL CORP	VINWARE WORKSPCE ANNL SBSCRPTN	4,000.00	101 4315402	4,000.00
			FILEMAKER ANNUAL LICENSES(250)	19,500.00	101 4315302	19,500.00
				<u>23,500.00</u>		<u>23,500.00</u>
7407175	1894	SIGNS & DESIGNS	MM-FACEPLATE	13.14	101 4300259	13.14
7407176	08337	SILVER LINING SOLUTIONS LLC	07/19-EMSE SCRIPTING/GEN SPRT	7,467.50	101 4315301	7,467.50
			07/19 GENERAL SPRT	145.00	109 4315302	145.00
			08/19-EMSE SCRIPTING/GEN SPRT	1,218.00	109 4315302	1,218.00
			08/19 GENERAL SPRT	1,885.00	101 4315301	1,885.00
			08/19 GENERAL SPRT	1,885.00	109 4315302	1,885.00
			08/19 GENERAL SPRT	159.50	109 4315302	159.50
				<u>12,760.00</u>		<u>12,760.00</u>
7407177	01816	SMITH PIPE & SUPPLY INC	IRRIGATION SUPPLIES	339.96	101 4635404	339.96
			OMP-IRRIGATION SUPPLIES	421.14	101 4634404	421.14
			IRRIGATION SUPPLIES	339.96	101 4635404	339.96
			OMP-IRRIGATION SUPPLIES	191.20	101 4634404	191.20
			CH-PLANTER RENOVATION	78.01	101 4633404	78.01
				<u>1,370.27</u>		<u>1,370.27</u>
7407178	09163	SOCAL OFFICE TECHNOLOGIES	09/27-10/26/19-EQUIPMENT	302.22	101 4410254	302.22
7407179	D3733	STOTZ EQUIPMENT	LMS-MOWER PARTS	208.48	101 4632207	208.48
			LMS-MOWER PARTS	350.70	101 4632207	350.70
				<u>559.18</u>		<u>559.18</u>
7407180	05703	SUPERIOR ALARM SYSTEMS	10/19-MONTHLY MONITORING	45.00	101 4633301	45.00
7407181	A8398	SWANK MOTION PICTURES, INC	PAC-MVIE RNTL-BEAUTY & THE BST	898.00	101 4650318	898.00

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7407182	09321	SYTECH SOLUTIONS	DOCUMENT SCANNING SVCS	11,587.59	101 4210301	11,587.59
7407183	09316	TEKWERKS INTERNET	10/19-INTERNET SERVICE 11/19-INTERNET SERVICE	1,575.00 1,575.00 <u>3,150.00</u>	101 4315651 101 4315651	1,575.00 1,575.00 <u>3,150.00</u>
7407184	09665	TERRACARE ASSOCIATES, LLC	LANCASTER BLVD VINCA PLANTER 09/19-PARKS LANDSCAPE MTNC	800.00 36,266.00 <u>37,066.00</u>	203 4636404 101 4631402 101 4632402 101 4634402 101 4635402	800.00 15,543.00 956.00 9,643.00 10,124.00 <u>37,066.00</u>
7407185	2009	THE TIRE STORE	ALIGNMENT-EQ3831 FLAT REPAIR-EQ7605	41.88 10.00 <u>51.88</u>	203 4752207 101 4245207	41.88 10.00 <u>51.88</u>
7407186	09557	TONY CEE ASSOCIATES, INC.	DEP-TERRY LEE GOFFMAN-11/23/19	3,125.00	101 4650318	3,125.00
7407187	D1594	TOUCHPOINT ENERGIZED COMM	10/19-E NEWSLETTER SVC 09/19-MAYORS EMAIL BROADCAST	180.00 2,500.00 <u>2,680.00</u>	101 4305302 101 4100205	180.00 2,500.00 <u>2,680.00</u>
7407188	02977	TURBO DATA SYSTEMS INC	09/19-PARKNG CITATN PROCESSING 09/19-COLLECTION SERVICES	4,843.38 1.38 <u>4,844.76</u>	101 4800301 101 4800301	4,843.38 1.38 <u>4,844.76</u>
7407189	A7515	U S BANK	08/19-ADMIN FEE	250.00	101 3501110	250.00
7407190	A2124	UNDERGROUND SERVICE ALERT/SC	CA STATE FEE FOR REGLTRY COSTS 08/19-TICKETS(232) 09/19-TICKETS(131)	162.55 392.80 226.15 <u>781.50</u>	484 4752311 484 4752301 484 4752301	162.55 392.80 226.15 <u>781.50</u>
7407191	31009	UNIVERSAL ELECTRONIC ALARMS	CDR ST-10/19-SECURITY ALARM PAC-10/19-FIRE ALARM MOAH-10/19-FIRE ALARM WH-10/19-SECURITY ALARM MOAH-10/19-SECURITY ALARM CH-10/19-SECURITY ALARM PAC-10/19-SECURITY ALARM	37.00 56.00 27.00 27.00 27.00 27.00 27.00 <u>228.00</u>	101 4651301 101 4650301 101 4633301 101 4633301 101 4633301 101 4633301 101 4650301	37.00 56.00 27.00 27.00 27.00 27.00 27.00 <u>228.00</u>
7407192	06423	UTILITY SYSTEMS SCIENCE/SFTWRE	CRICKET BATTERY REPLACEMENT	146.24	480 4755470	146.24
7407193	C2434	VINSA INSURANCE ASSOCIATES	FOD-2019 POLICY TULIP POLICY RNWL-10/19-10/20	1,122.00 3,560.40 <u>4,682.40</u>	101 4649563 101 4230260	1,122.00 3,560.40 <u>4,682.40</u>
7407194	04496	VULCAN MATERIAL WESTERN DIV	COLD MIX COLD MIX	108.13 109.77	203 4752410 203 4752410	108.13 109.77

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			COLD MIX	146.73	203 4752410	146.73
				364.63		364.63
7407195	31026	WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES-RETURN	(752.68)	101 4633406	(752.68)
			NSC-JANITORIAL SUPPLIES	566.86	101 4635406	566.86
			NSC-JANITORIAL SUPPLIES	207.70	101 4635406	207.70
			CH-JANITORIAL SUPPLIES	1,446.31	101 4633406	1,446.31
			PAC-JANITORIAL SUPPLIES	227.06	101 4650406	227.06
			MTNC YD-TOWEL DISPENSER	53.74	203 4752406	53.74
				1,748.99		1,748.99
7407196	09727	WAYFINDER FAMILY SERVICES	RFND-DAMAGE DEPOSIT	50.00	101 2182001	50.00
7407197	09726	WEST COAST BAPTIST COLLEGE	RFND-DAMAGE DEPOSIT	100.00	101 2182001	100.00
7407198	06344	AERO VIEW LLC	09/19-LEAPS SERVICES	89,991.00	101 4820301	89,991.00
7407199	09614	ENCOMPASS CONSULTANT GROUP IN	CP19002-10TH W/AVE J IMPRVMENTS	82,379.50	210 12ST039924	82,379.50
7407200	09262	FESS ENERGY, INC	LCE-DI-IOU INSTLLTN HARDWARE	99,079.97	490 4250770	99,079.97
7407201	A8656	KIMLEY-HORN & ASSOCIATES INC	CP16008-PEDESTRIAN GAP CLOSURE	55,252.50	399 15SW016924	55,252.50
7407202	06321	SUPERKARTS! USA	SOL-AUDIO VISUAL SVC	29,500.00	101 4649568	29,500.00
			SOL-2019 VIP RACES	27,500.00	101 4649568	27,500.00
				57,000.00		57,000.00
7407203	06066	A T & T	DOJ-09/19-TELEPHONE SERVICE	225.83	101 4315651	225.83
7407204	D4357	ANDERSON, LISA M	LA-MLGE-COEUR D'ALN-9/25-27/19	69.72	306 4342203	69.72
7407205	C8655	BAILEY, BRYAN	BB-BOOT/PANT REIMB	210.03	203 4752220	210.03
7407206	09280	BLYMYER, DUSTIN	DB-BOOT/PANT REIMB	109.49	203 4752220	109.49
7407207	D0775	CAUDLE, JASON	JC-PR DM-SAN FRAN-10/22-24/19	190.00	101 4220201	190.00
7407208	C0293	EAST, MARY PAULINE	10/19-CONTRACT SERVICES	1,325.00	101 4601308	1,325.00
7407209	06857	ENTERTAINMENTMAX, INC	BAL-NGHT OF VRTY/MAGC-10/25/19	3,500.00	101 4650318	3,500.00
7407210	D0903	GOOD, DAVID	DG-BOOT/PANT REIMB	177.36	203 4785220	177.36
7407211	07084	L A CO PUBLIC HEALTH	MTNC YD-REGULATORY FEES	427.13	480 4755311	427.13
7407212	1215	L A CO WATERWORKS	07/22/19-10/03/19 WATER SVC	7,678.74	203 4636654	1,113.48
				7,678.74	482 4636654	6,565.26
						7,678.74
7407213	D2287	LANCASTER CODE ENFRMNT ASSN	UNION DUES-PP 21-2019	360.00	101 2171000	360.00
7407214	09561	LOVE PRODUCTIONS INC.	BAL-THELMA HOUSTON-10/19/19	9,215.00	101 2177003	(35.00)

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				9,215.00	101 4650318	9,250.00
						9,215.00
7407215	09352	MAHONEY, JENNIFER	JM-LCEA CLOTHING REIMB	120.43	101 4245209	120.43
7407216	D0614	MC CASLIN, CHRISTOPHER	CM-BOOT/PANT REIMB	180.31	203 4785220	180.31
7407217	C8102	NOGA, ANDREW	AN-PR DM-RHNRT PRK-10/21-24/19	248.50	101 4245350	248.50
7407218	A7221	P E R S LONG TERM CARE PROGRAM	LONG TERM CARE PREM-PP 21-2019	1,010.12	101 2170200	1,010.12
7407219	A7221	P E R S LONG TERM CARE PROGRAM	10/19-RETIREE LONG TERM CARE	5,130.74	109 1101000	5,130.74
7407220	08986	PEARCEY, STACI	SP-PR DM-GRDN GRVE-10/23-24/19	99.00	101 4220256	99.00
7407221	1705	QUARTZ HILL WATER DISTRICT	09/03/19-10/01/19 WATER SVC	10,083.31	101 4634654	4,635.07
					203 4636654	853.36
					482 4636654	4,594.88
				10,083.31		10,083.31
7407222	03154	SO CA EDISON	08/27/19-10/07/19 ELECTRIC SVC	160.80	101 4633652	29.94
					209 16ST007924	41.66
					482 4636652	20.59
					483 4785660	68.61
				160.80		160.80
7407223	03154	SO CA EDISON	04/03/19-10/02/19 ELECTRIC SVC	822.12	203 4636652	204.70
					482 4636652	617.42
				822.12		822.12
7407224	1907	SO CA GAS COMPANY	08/28/19-09/27/19 GAS SVC	33.78	363 4342770	33.78
7407225	C2554	SUPERIOR COURT OF CA-CO OF L A	09/19-ALLCTN OF PRKG PENALTIES	18,592.70	101 3310200	102.20
					101 3310200	1,854.00
					101 3310200	1,854.00
					101 3310200	1,854.00
					101 3310200	2,472.00
					101 3310200	3,070.50
					101 3310200	3,678.00
					101 3310200	3,708.00
				18,592.70		18,592.70
7407226	A1393	TEAMSTERS LOCAL 911	10/19 UNION DUES	2,967.00	101 2157000	2,967.00
7407227	09735	THEESE, NICOLE	NT-PR DM-SAN DIEGO-10/23-25/19	177.50	101 4220256	177.50
7407228	07266	THOMAS, JOSH	BAP-SUPPLIES REIMB	56.40	101 4640251	56.40
7407229	C2555	TIME WARNER CABLE	09/28-10/27/19-BUSINESS TV-ACS	82.50	101 4315651	82.50
7407230	C2555	TIME WARNER CABLE	09/19-TV SERVICE-CITY MNGR+3	90.26	101 4315651	90.26

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7407231	C2555	TIME WARNER CABLE	10/19-BUSINESS-MAYORS OFFICE	204.08	101 4315651	204.08
7407232	C2555	TIME WARNER CABLE	10/19-ROADRUNNER SERVICE	275.82	101 4315651	275.82
7407233	05368	TOMLINSON, RAY	RT-BOOT/PANT REIMB	350.00	101 4753220	350.00
7407234	C0683	TORRES, JOE	JT-BOOT/PANT REIMB	21.17	203 4785220	21.17
7407235	06294	A V WEB DESIGNS	PAC-10/19-MONTHLY HOSTING CHGS	99.95	101 4650301	99.95
7407236	09356	A2ZFX INC	OMP-3D CAD SCAN DRAWINGS	4,830.00	261 11BS026924	4,830.00
7407237	07489	ACCESSO SHOWARE	PAC-09/19-TICKET SALES	3,325.85	101 4650302	3,325.85
7407238	08820	ACCOUNTING PRINCIPALS INC	JD-FINANCE STAFF-9/30-10/04/19	2,295.20	101 4410112	2,295.20
7407239	05445	ADELMAN BROADCASTING, INC	SOL-09/19 ADS	1,740.00	101 4649568	1,740.00
			SOL-09/19 ADS	1,620.00	101 4649568	1,620.00
			SOL-09/19 ADS	1,740.00	101 4649568	1,740.00
			SOL-09/19 ADS	1,740.00	101 4649568	1,740.00
			SOL-09/19 ADS	1,620.00	101 4649568	1,620.00
			SOL-09/19 ADS	1,620.00	101 4649568	1,620.00
			CA-06/19 ADS	750.00	101 4649562	750.00
			SOL-09/19 ADS	840.00	101 4649568	840.00
				<u>11,670.00</u>		<u>11,670.00</u>
7407240	06352	AGILITY RECOVERY SOLUTIONS	10/19-READYSUITE	665.00	101 4315302	665.00
7407241	07741	AGRI-TURF DISTRIBUTING LLC	NSC-MERIT TURF	180.02	101 4635404	180.02
7407242	C6143	AMERICAN BUSINESS MACHINES	LASERJET ENTERPRISE COPIER	232.58	101 4410254	232.58
7407243	D3147	AMERICAN PLUMBING SERVICES,INC	NSC-TEST PART INSTALL	500.00	101 4635301	500.00
			MAINLINE STOPPAGE REPAIR	110.00	101 4634402	110.00
			OMP-DRINKING FOUNTAIN REPAIRS	121.25	101 4634402	121.25
				<u>731.25</u>		<u>731.25</u>
7407244	04190	AMERIPRIDE SERVICES	UNIFORM CLEANINGS	84.49	101 4753209	84.49
7407245	02693	ANDY GUMP, INC	OMP-FENCE RENTL-09/30-10/27/19	44.68	101 4634602	44.68
7407246	08701	APPLE VALLEY CHOICE ENERGY	12/18-CAPACITY PRODUCT	2,000.00	490 4250653	2,000.00
7407247	09602	ART IN RESIDENCE	THEN/NOW/A DREAM-4 ANTELOPES	43,800.00	101 4649225	43,800.00
7407248	04446	AUTO PROS	SMOG NSPCTN-EQ7503	45.00	101 4631207	45.00
7407249	09624	AY CONSULTING LLC	09/19-FINANCE CONSULTANT SVCS	1,774.40	101 4410301	1,774.40
7407250	09738	BOHM WILDISH & MATSEN LLP	STTLMNT-ROBERTO TAPIA-10/11/19	10,000.00	101 4650318	10,000.00

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7407251	03421	C A L E D	19/20 MEMBERSHIP RENEWAL	1,183.65	101 4240206	1,183.65
7407252	C5582	CARPETERIA	LBC-OASIS	500.00	101 4646251	500.00
			LBC-ROOF CARPETING	3,950.00	101 4646251	3,950.00
			LBC-CARPET GLUE/FLAT METAL	1,400.00	101 4646251	1,400.00
				<u>5,850.00</u>		<u>5,850.00</u>
7407253	04636	CAYENTA/N HARRIS COMPUTER CORP	CAYENTA TAX FORMS	284.14	101 4315259	284.14
7407254	05938	CENTERSTAGING LLC	PAC-EQPMNT RNTLS-09/27/19	1,580.50	101 4650602	1,580.50
7407255	05789	CORE & MAIN LP	OMP-WEDGE GATE VALVES	753.52	101 4634404	753.52
7407256	09078	CYBERCODERS, INC	SH-CONVERSION FEE	9,126.00	101 4315301	9,126.00
7407257	A6282	DANCIN IN ACTON	TCKT PRCD5-DANCN ACTN-10/05/19	10,494.07	101 2107000	22,290.00
					101 3405127	(4,162.35)
					101 3405127	(285.00)
					101 3405300	(5,028.00)
					101 3405302	(608.28)
					101 3405303	(1,505.30)
					101 3405304	(62.00)
					101 3405306	(145.00)
				<u>10,494.07</u>		<u>10,494.07</u>
7407258	03311	DELTA LIQUID ENERGY	PROPANE-EQ3409	16.16	203 4752217	16.16
7407259	00414	DESERT LOCK COMPANY	TBP-LOCK REPAIR	63.83	101 4631402	63.83
7407260	09191	DESIGNERS TOUCH LANDSCAPE INC	JRP-FIRE PIT REMOVAL	3,980.00	212 11ZZ006924	3,980.00
7407261	09525	ENHANCEHCM LLC	ADP IMPLEMENTATION SVCS-07/19	2,145.00	101 4220301	2,145.00
			ADP IMPLEMENTATION SVCS-08/19	701.25	101 4220301	701.25
			ADP IMPLEMENTATION SVCS-09/19	1,113.75	101 4220301	1,113.75
				<u>3,960.00</u>		<u>3,960.00</u>
7407262	06857	ENTERTAINMENTMAX, INC	CMMSSNS-EVERCLEAR-09/30/19	3,350.00	101 4649568	3,350.00
7407263	09416	FAZIO, MATTHEW S.	10/19-LTV VIDEO PRODUCTION	520.00	101 4307296	520.00
7407264	08838	FEHR & PEERS	LANC SAFER STREETS ACTION PLAN	5,300.00	101 4785301	530.00
					349 4785301	4,770.00
				<u>5,300.00</u>		<u>5,300.00</u>
7407265	D1793	FISH WINDOW CLEANING	MTNC YD-WINDOW CLEANING	34.00	203 4752402	34.00
7407266	08245	GOLDEN STATE LABOR COMPLIANCE	CP17005-2020 SAFE RTE TO SCHL	3,927.03	210 15SW017924	3,927.03
			CP17006-LANC BLVD/15TH W RNDBT	2,240.94	203 16ST005924	2,240.94
			CP18001-2018 PVMNT MGMT PROGRAM	3,853.48	101 12ST037924	3,853.48
				<u>10,021.45</u>		<u>10,021.45</u>

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7407267	09095	HDL COREN & CONE	18/19 CAFR STATISTICAL REPORTS	745.00	101 4410301	745.00
7407268	819	HERC RENTALS INC	SOL-FORKLIFT RENTL-09/18-25/19 EDP-BOOM RENTL-10/03-04/19	851.08 295.66 <u>1,146.74</u>	101 4649568 101 4635602	851.08 295.66 <u>1,146.74</u>
7407269	09070	INSIGHT NORTH AMERICA LLC	06/19-INVESTMENT ADVISORY SRVC	2,825.36	101 3501110	2,825.36
7407270	A2594	INTERSTATE BATTERY SYS OF A V	BATTERY-EQ7510 BATTERY-EQ5795	141.98 110.75 <u>252.73</u>	101 4761207 101 4635207	141.98 110.75 <u>252.73</u>
7407271	09369	INTERWEST CONSULTING GROUP INC	07/19-TRAFFIC ENGINEERING SVCS 08/19-TRAFFIC ENGINEERING SVCS	5,120.00 6,080.00 <u>11,200.00</u>	101 4785301 101 4785301	5,120.00 6,080.00 <u>11,200.00</u>
7407272	09737	J A JOHNSTONE OR P A RAMIREZ	RFND-PARKING CIT #31030256	39.00	101 3310200	39.00
7407273	08895	JPW COMMUNICATIONS, LLC	FALL 2019 OUTLOOK DESIGN	16,701.25	101 4305301	16,701.25
7407274	D1903	KERN MACHINERY INC-LANCASTER	HB/NVRSL JNT YK-EQ3773	1,940.74	203 4752207	1,940.74
7407275	06231	KRAYTIVE CORPORATION	SOL-ON SITE ACTIVATION/BANNERS	21,419.46	101 4649568	21,419.46
7407276	C7873	LANCASTER AUTO MALL ASSOC	10/19-AUTO MALL SIGN EXPENSES	185.17	101 4240340	185.17
7407277	08798	LANE RANCH PLAZA LLC	RFND-SPR14-05-RLS 10% SECURITY	17,460.00	101 2503000	17,460.00
7407278	D3426	LAW OFFICES CHRISTOPHER RAMSEY	CLAIM #040-17/CLGL-1388A1	7,215.00	109 4430300	7,215.00
7407279	08387	LOOMIS	08/19-ARMORED CAR SERVICE	1,735.99	101 3501110	1,735.99
7407280	5191	LU'S LIGHTHOUSE, INC	LED SAFETY DRCTR-EQ3791	427.23	480 4755207	427.23
7407281	1300	M M A S C	MC-MMASC MEMBERSHIP RENEWAL	85.00	101 4300206	85.00
7407282	02454	MC MASTER-CARR SUPPLY CO	OMP-STEEL TUBE/BALL JOINT ROD	389.67	101 4634403	389.67
7407283	08562	NAPA AUTO PARTS	BATTERY-EQ5600 DISC BRAKE PAD-EQ3832 CDT/CORE DEPOSIT-EQ5600 LED(2)-EQ3368 FUEL MODULE-EQ4300 V BELT-EQ3999 BRAKE PADS(2)-EQ7503 CDT/BRAKE PAD-EQ7503	128.30 140.61 (18.00) 66.42 207.51 14.17 163.45 (48.49) <u>653.97</u>	101 4647207 203 4752207 101 4647207 203 4752207 203 4752207 203 4752207 101 4631207 101 4631207	128.30 140.61 (18.00) 66.42 207.51 14.17 163.45 (48.49) <u>653.97</u>
7407284	C7808	OPSEC SPECIALIZED PROTECTION	SOL-EVENT SECURITY	9,181.98	101 4649568	9,181.98
7407285	05741	P P G ARCHITECTURAL FINISHES	NSC-FIELD PAINT	1,060.62	101 4635404	1,060.62

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			FIELD PAINT	141.76	101 4634404	141.76
				1,202.38		1,202.38
7407286	D1916	PARCELQUEST	10/19-09/20-GIS DATA	8,820.00	101 4315302	8,820.00
7407287	C5395	PRO ACTIVE WORK HEALTH SERVICES	WH-DMV DOT PHYSICAL-09/12/19	69.00	101 4220301	69.00
			RM-DMV DOT PHYSICAL-09/12/19	69.00	101 4220301	69.00
			JF-DMV DOT PHYSICAL-09/10/19	69.00	101 4220301	69.00
			JC-ESCREEN TEST-09/04/19	40.00	101 4220301	40.00
			SH-PHYS/ESCRN TSTS-09/12/19	80.00	101 4220255	80.00
			JL-DRUG TEST COLLECTN-09/16/19	20.00	101 4220301	20.00
			DM-DMV DOT PHYSICAL-09/17/19	69.00	101 4220301	69.00
			BR-PHYS/ESCRN/TB TSTS-09/17/19	100.00	101 4220255	100.00
			MS-ESCREEN TEST-09/16/19	40.00	101 4220301	40.00
				556.00		556.00
7407288	02257	QUALITY SURVEYING, INC	CP17012-AVE I-10/K-30 IMPRVMNT	2,250.00	209 16ST007924	2,250.00
7407289	A9382	R H A LANDSCAPE ARCHITECTS	SKATEPARK-DESIGN/CONSLTNG SVCS	1,725.00	701 11BS028924	1,725.00
7407290	09016	RED HELMET TRAINING	HAZ MAT REFRESHER CLASSES(2)	2,400.00	101 4220301	2,400.00
7407291	08439	ROBERTSON, JAMES L	BOO-TRAINS/OPERATORS-10/26/19	1,500.00	101 4649561	1,500.00
7407292	D3947	S G A CLEANING SERVICES	TBP-PLAY GROUND WELDING RPR	325.00	101 4631402	325.00
			RDP-CONCRETE SLABS	985.00	101 4634402	985.00
			LMS-IRRIGATION VALVES	390.00	101 4632404	390.00
			JRP-METAL CAPS/BEAM REPAIR	670.00	101 4631402	670.00
				2,370.00		2,370.00
7407293	09716	SAGE CHESHIRE AEROSPACE	OMP-SADDLE/BOOTS FOR HORSE	29,192.50	261 11BS026924	29,192.50
7407294	A8260	SAGE STAFFING	SO-PUBLIC SFTY STFF-09/23-29/19	339.45	101 4820308	339.45
7407295	D3858	SAN JOAQUIN VALLEY COLLEGE	SETTLEMENT-PAC-RENTAL-10/04/19	700.00	101 2107000	2,907.50
					101 3405127	(968.00)
					101 3405300	(1,208.50)
					101 3405304	(31.00)
				700.00		700.00
7407296	1919	SAV-ON FENCE COMPANY	RAINAGE CHANNEL FENCE	12,495.00	484 4752404	12,495.00
7407297	09736	SERAFIN, MIKE	RFND-BASKETBALL REG FEES	62.00	101 2182001	62.00
			RFND-BASKETBALL REG FEES	62.00	101 2182001	62.00
				124.00		124.00
7407298	1894	SIGNS & DESIGNS	MEN/WOMEN ALUMINUM SIGNS	673.20	101 4634402	673.20
7407299	01816	SMITH PIPE & SUPPLY INC	IRRIGATION SUPPLIES	560.66	101 4631404	560.66
			IRRIGAION SUPPLIES	34.69	101 4631404	34.69
			OMP-PVC PIPE	344.43	101 4634404	344.43
			NSC-BUBBLER/DIRECT BURY KIT	247.93	101 4635404	247.93

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			OMP-IRRIGATION SUPPLIES	339.98	101 4634404	339.98
			IRRIGATION SUPPLIES	343.13	101 4634404	343.13
			IRRIGATION SUPPLIES	180.26	101 4635404	180.26
				<u>2,051.08</u>		<u>2,051.08</u>
7407300	08988	SMITH, CHRISTINA	09/19-10/19 CONSULTING SRVCS	2,885.00	101 4300301	2,885.00
7407301	06429	STANTEC CONSULTING SRVCS INC	CP17006-LANC BLV/15TH W RNDABT	6,935.00	203 16ST005924	6,935.00
7407302	A8398	SWANK MOTION PICTURES, INC	BOO-MOVIE RENTALS	400.00	101 4649561	400.00
7407303	09665	TERRACARE ASSOCIATES, LLC	09/19-IRRIGATION	1,784.35	482 4636404	1,784.35
			09/19-IRRIGATION	1,181.88	482 4636404	1,181.88
			09/19-IRRIGATION	1,859.64	482 4636404	1,859.64
			09/19-IRRIGATION	1,787.02	482 4636404	1,787.02
				<u>6,612.89</u>		<u>6,612.89</u>
7407304	2009	THE TIRE STORE	TIRES(2)-EQ1517	207.84	101 4800207	207.84
			TIRES(2)-EQ7605	325.43	101 4245207	325.43
				<u>533.27</u>		<u>533.27</u>
7407305	C5522	THOMSON REUTERS-WEST PMT CENT	09/19-INFORMATION CHARGES	868.45	101 4230301	868.45
			LIBRARY PLAN-09/05-10/04/19	26.28	101 4230301	26.28
				<u>894.73</u>		<u>894.73</u>
7407306	04239	TIM WELLS MOBILE TIRE SERVICE	TIRE REPAIR-EQ3779	25.00	480 4755207	25.00
7407307	D3099	TPX COMMUNICATIONS	10/19-TELEPHONE SERVICE	11,106.11	101 4315651	11,106.11
7407308	09451	TRUGAMERZ MOBILE GAMING TRAILR	BOO-MOBILE VIDEO GAME TRCK SVC	475.00	101 4649561	475.00
7407309	31009	UNIVERSAL ELECTRONIC ALARMS	NSC-10/19-SECURITY ALARM	37.00	101 4635301	37.00
			OMP-10/19-SECURITY ALARM	37.00	101 4634301	37.00
			NSC-10/19-FIRE ALARM	56.00	101 4635301	56.00
			MTNC YD-10/19-FIRE ALARM	27.00	203 4752301	27.00
			TBP-10/19-SECURITY ALARM	27.00	101 4631301	27.00
			STP-10/19-SECURITY ALARM	27.00	101 4631301	27.00
			NSC-10/19-SECURITY ALARM	27.00	101 4635301	27.00
			OMP-10/19-SECURITY ALARM	27.00	101 4634301	27.00
			MTNC YD-10/19-SECURITY ALARM	27.00	203 4752301	27.00
				<u>292.00</u>		<u>292.00</u>
7407310	09039	VALUTEC CARD SOLUTIONS LLC	CARD PROGRAM	20.00	101 4650251	20.00
			CARD PROGRAM	35.29	101 4650251	35.29
				<u>55.29</u>		<u>55.29</u>
7407311	05834	VENCO WESTERN, INC	SIDEWALK-DG INSTALL-15TH W	17,656.00	227 12GS006924	7,644.00
					227 12GS006924	10,012.00
				<u>17,656.00</u>		<u>17,656.00</u>
7407312	04496	VULCAN MATERIAL WESTERN DIV	ASPHALT	227.37	203 4752410	227.37
			COLD MIX	130.31	203 4752410	130.31

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			COLD MIX	130.31	203 4752410	130.31
				487.99		487.99
7407313	31026	WAXIE SANITARY SUPPLY	OMP-JANITORIAL SUPPLIES	1,733.72	101 4634406	1,733.72
			NSC-JANITORIAL SUPPLIES	1,397.02	101 4635406	1,397.02
			NSC-JANITORIAL SUPPLIES	523.21	101 4635406	523.21
				3,653.95		3,653.95
7407314	05093	WESTERN EQUIPMENT SERVICE CO	MTNC YD-COOLER REPAIRS	292.70	203 4752402	292.70
			MTNC YD-LEAK REPAIR	467.70	203 4752402	467.70
				760.40		760.40
7407315	08687	ZINGG, INC.	SOL-BANNERS	15,101.39	101 4649568	15,101.39
7407316	03154	SO CA EDISON	08/02/19-10/10/19 ELECTRIC SVC	53,494.40	101 4631652	16,212.63
					101 4633652	10,763.47
					101 4634652	2,604.59
					101 4635652	20,777.57
					101 4636402	1,042.56
					101 4651652	745.26
					101 4800403	710.12
					482 4636652	102.34
					483 4785660	535.86
				53,494.40		53,494.40
7407317	03154	SO CA EDISON	03/03/17-10/01/19 ELECTRIC SVC	115,829.57	483 4785660	115,829.57
7407318	02357	A V TRANSIT AUTHORITY	OCT-DEC 19-BUS STOP MTNC	20,295.00	207 4430404	20,295.00
			2ND QTR BILLING-FY20	374,668.00	207 4430301	374,668.00
			SENIOR ANNUAL PASS-07/19-09/19	18,500.00	204 4430770	9,250.00
				413,463.00	207 4430301	9,250.00
						413,463.00
7407319	05635	ALL AMERICAN ASPHALT	CP18001-2018 PVMNT MNGMNT PRGR	512,337.21	150 2100003	(25,180.12)
					150 2100003	(1,785.00)
					206 12ST037924	1,785.00
					206 12ST037924	33,915.00
					211 12ST037924	25,180.12
					211 12ST037924	478,422.21
			CP18001-2018 PVMNT MNGMNT PRGR	597,297.34	150 2100003	(26,182.33)
					150 2100003	(5,254.37)
					206 12ST037924	5,254.37
					206 12ST037924	99,833.13
					211 12ST037924	26,182.33
					211 12ST037924	497,464.21
				1,109,634.55		1,109,634.55
7407320	09709	KHJR REAL ESTATE ADVISORY SRV	07/19-08/19-HEALTH DSTRCT SVCS	88,185.18	101 4240301	88,185.18
7407321	03527	L A CO FIRE DEPT	FIRE IMPCT FEE-FY19/20 1ST QTR	131,490.09	101 2174000	137,865.78
					101 3501100	544.84
					101 3614100	(6,920.53)

City of Lancaster Check Register



Printed: 10/22/2019 13:46

From Check No.: 7406945 - To Check No.: 7407322
 From Check Date 09/29/19 - To Check Date: 10/19/19

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
				131,490.09		131,490.09
7407322	2003	TIP TOP ARBORISTS, INC	CP17006-PLANT LOCATION CHANGE	1,155.00	227 12GS006924	1,155.00
			09/19-TREE TRIMMINGS	2,300.00	483 4636267	2,300.00
			09/19-TREE TRIMMINGS/REMOVALS	17,620.00	482 4636267	17,620.00
			09/19-TREE TRIMMINGS/REMOVALS	15,480.00	101 4634267	15,480.00
			09/19-TREE INSTALLATIONS	7,800.00	101 4631267	7,800.00
			09/19-TREE TRIMMINGS/REMOVALS	10,725.00	203 4636267	10,725.00
				<u>55,080.00</u>		<u>55,080.00</u>

Chk Count 378

Check Report Total 5,953,585.92

City of Lancaster Check Register



From Check No.: 101010485 - To Check No.: 101010490

Printed: 10/22/2019 13:50

From Check Date 09/29/19 - To Check Date: 10/19/19

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
101010485	05987	THE VISITORS BUREAU-LANCASTER	07/19-08/19 TBID FEES	95,859.49	101 2501000	3,000.00
					101 2501000	6,000.00
					101 2501000	40,962.36
					101 2501000	45,897.13
				<u>95,859.49</u>		<u>95,859.49</u>
101010486	00370	CITY OF LANCASTER/PETTY CASH	PETTY CASH EXPENSE	161.00	101 4700202	35.00
					101 4761202	22.00
					101 4785202	25.00
					101 4785202	35.00
					101 4785202	44.00
				<u>161.00</u>		<u>161.00</u>
101010487	00370	CITY OF LANCASTER/PETTY CASH	PETTY CASH DRAW	761.00	101 1020000	761.00
101010488	08026	INLAND EMPIRE ENERGY CENTER	09/19-ENERGY PROCUREMENT	64,500.00	490 4250653	64,500.00
101010489	A7515	U S BANK	DEBT SVCS DUE 10/15/19	1,232,188.25	486 4250981	510,000.00
					486 4250982	425,851.79
					701 4400978	296,336.46
				<u>1,232,188.25</u>		<u>1,232,188.25</u>
101010490	C9589	U S BANK CORP PAYMENT SYSTEMS	10/10/19-CALCARD STATEMENT	105,587.67	101 2601000	105,587.67
Chk Count	<u>6</u>			Check Report Total	<u>1,499,057.41</u>	

STAFF REPORT
City of Lancaster

CC 3
11/12/19
JC

Date: November 12, 2019
To: Mayor Parris and City Council Members
From: Jeff Hogan, Development Services Director

Subject: Application for Senate Bill 2 (SB 2) Planning Grants Program Funds

Recommendation:

Adopt **Resolution No. 19-57**, authorizing the filing of an application for, and receipt of, the California Department of Housing and Community Development’s (HCD) SB 2 Planning Grants Program (PGP) in the amount of \$310,000, and, if awarded, authorize the City Manager, or his designee, to execute all grant documents.

Fiscal Impact:

None

Background:

SB 2, the Atkins, Building Homes and Jobs Act, made legislative findings and declarations to establish a permanent, ongoing source of funding to support the production of affordable housing. The bill, which became effective on January 1, 2018, imposed a recordation fee on real estate documents. As a one-time component of SB 2, 50% of the fees collected from all counties in 2018 were allocated to the SB 2 Planning Grants Program funds, which is intended to provide technical and financial assistance to local governments in California to help cities and counties prepare, adopt, and implement plans, and process improvements that streamline housing approvals and accelerate housing production.

Medium size jurisdictions, such as Lancaster, can apply for and receive up to \$310,000 for housing planning grants. Staff proposes to request the full \$310,000 to partially fund the update to the City’s Housing Element. The City is required to update its Housing Element (part of the General Plan) by August 2021. Part of the Housing Element is the City’s implementation of the Regional Housing Needs Allocation (RHNA), which looks at sites with appropriate zoning to support a range of housing needed to meet the needs of residents. This effort will focus on the identification of sites that implement RHNA, and complete the necessary program-level environmental review to streamline the development of this housing. The State Grant will provide funding for the direct costs associated with these activities, and could reduce the General Fund obligation towards these efforts.

LD:dw

Attachment:

Resolution No. 19-57

RESOLUTION NO. 19-57

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, AUTHORIZING THE FILING OF AN APPLICATION FOR, AND RECEIPT OF, THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT'S (HCD) SB 2 PLANNING GRANTS PROGRAM (PGP) IN THE AMOUNT OF \$310,000, AND, IF AWARDED, AUTHORIZE THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE ALL GRANT DOCUMENTS

WHEREAS, the State of California, Department of Housing and Community Development ("HCD") has issued a Notice of Funding Availability (NOFA) dated March 28, 2019, for its Planning Grants Program ("PGP"); and

WHEREAS, the City Council of the City of Lancaster desires to submit a project application for the PGP to accelerate the production of housing, and will submit a 2019 PGP grant application as described in the Planning Grants Program NOFA and SB 2 Planning Grants Program Guidelines released by the HCD for the PGP; and

WHEREAS, the HCD is authorized to provide up to \$123 million under the SB 2 Planning Grants Program from the Building Homes and Jobs Trust Fund for assistance to counties (as described in Health and Safety Code section 50470 et seq. (Chapter 364, Statutes of 2017 (SB 2)) related to the PGP.

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

SECTION 1. The City Manager is hereby authorized and directed to apply for and submit to the HCD the 2019 PGP application released March 28, 2019, in the amount of \$310,000.

SECTION 2. In connection with the PGP grant, if the application is approved by the HCD, the City Manager is authorized to enter into, execute, and deliver a State of California Standard Agreement (Standard Agreement) for the amount of \$310,000, and any and all other documents required or deemed necessary or appropriate to evidence and secure the PGP grant, the City's obligations related thereto, and all amendments thereto (collectively, the "PGP Grant Documents").

SECTION 3. The City shall be subject to the terms and conditions as specified in the Standard Agreement, the SB 2 Planning Grants Program Guidelines, and any applicable PGP guidelines published by the HCD. Funds are to be used for allowable expenditures as specifically identified in the Standard Agreement. The application in full is incorporated as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the application will be enforceable through the executed Standard Agreement. The City Council hereby agrees to use the funds for eligible uses in the manner presented in the application as approved by the HCD and in accordance with the Planning Grants Program NOFA, the Planning Grants Program Guidelines, and 2019 Planning Grants Program Application.

SECTION 4. The City Manager is authorized and directed to execute the City of Lancaster Planning Grants Program application, the PGP Grant Documents, and any amendments thereto, on behalf of the City as required by the HCD for receipt of the PGP Grant.

SECTION 5. The Council finds that this is not a project under the California Environmental Quality Act and, therefore, no environmental impact assessment is necessary.

PASSED, APPROVED and ADOPTED this 12th day of November 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.19-57, for which the original is on file in my office.

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

(seal)

STAFF REPORT
City of Lancaster

CC 4
11/12/19
JC

Date: November 12, 2019

To: Mayor Parris and City Council Members

From: Jeff Hogan, Development Services Director

Subject: **CalRecycle Beverage Container Recycling Grant Program RBC31**

Recommendation:

Approve the appropriation of \$104,979.06 in grant funds from the California Department of Resource Recycling and Recovery (CalRecycle) for the Beverage Container Recycling Grant Program RBC31, and authorize staff to expend funds according to the requirements of the grant agreement.

Beverage Container Recycling Grant (RBC31):

- Job Code for Personnel: GR4755RBC31
- Revenue Account: 330-3304-116 – COMP BEVERAGE GRANT RBC31
- Expenditure Account: 330-4755-779 - COMP BEVERAGE GRANT RBC31

Fiscal Impact:

Appropriate \$104,979.06 in grant funding. There is no City match for these grants.

Background:

The City of Lancaster was awarded \$104,979.06 in grant funds from CalRecycle to develop and expand beverage container recycling at MFDs schools and common areas. The basic proponents of the project will be to provide beverage container recycling education programs, and the development of beverage container infrastructure to capture this material stream. Funds are received on a reimbursement basis in which this action creates the required account numbers.

DJ/df

STAFF REPORT
City of Lancaster

Date: November 12, 2019
To: Mayor Parris and City Council Members
From: Jeff Hogan, Development Services Director
Pam Statsmann, Finance Director

CC 5
11/12/19
JC

Subject: **Revenue and Expenditure Appropriations for Certain Street Improvements within the City from Proceeds of the Lancaster Financing Authority Revenue Bonds**

Recommendation:

Recognize revenue totaling \$55,673,805 in Lancaster Financing Authority Revenue Bond sales, and increase appropriated expenditures and Capital Improvement Program (CIP) projects totaling \$9,931,303.

Fiscal Impact:

Overall increase in recognized revenues totaling \$55,673,805, and an increase in appropriated expenditures and CIP projects totaling \$9,931,303 as detailed in Exhibit 1. The largest increases are attributed to the recognition of the 2019 Road Bond revenue.

Background:

On May 14, 2019, City Council adopted Resolution No. 19-17, approving the financing of certain improvements; approving an installment sale agreement, a bond purchase contract and a continuing disclosure agreement; and authorizing the taking of certain other actions in connection therewith. The Lancaster Finance Authority also adopted Resolution No. FA 01-19, approving the issuance of its revenue bonds, series 2019 (Measure M & R Street Improvements Projects) in the aggregate principal amount not to exceed \$57,000,000; approving an indenture of trust, an installment sale agreement and a bond purchase contract; and authorizing the taking of certain other actions in connection therewith.

Appropriated CIP funds shall be used for Design Engineering (Plans, Specifications & Estimates, PS&E), CEQA Environmental Clearance, Right-of-Way (ROW) Clearance, Construction, Construction Engineering (Contract Administration, Labor Compliance, Inspections, Materials Testing, Construction Survey and Staking, etc.), Pavement Condition Index (PCI) Evaluation and Analysis, Technology Upgrades (Planet Bids, Street Saver, etc.), Asset Management, Data Entry, and other Pavement Management/Preventative Maintenance Program expenses required to deliver projects listed in Exhibit 1.

MD:jr

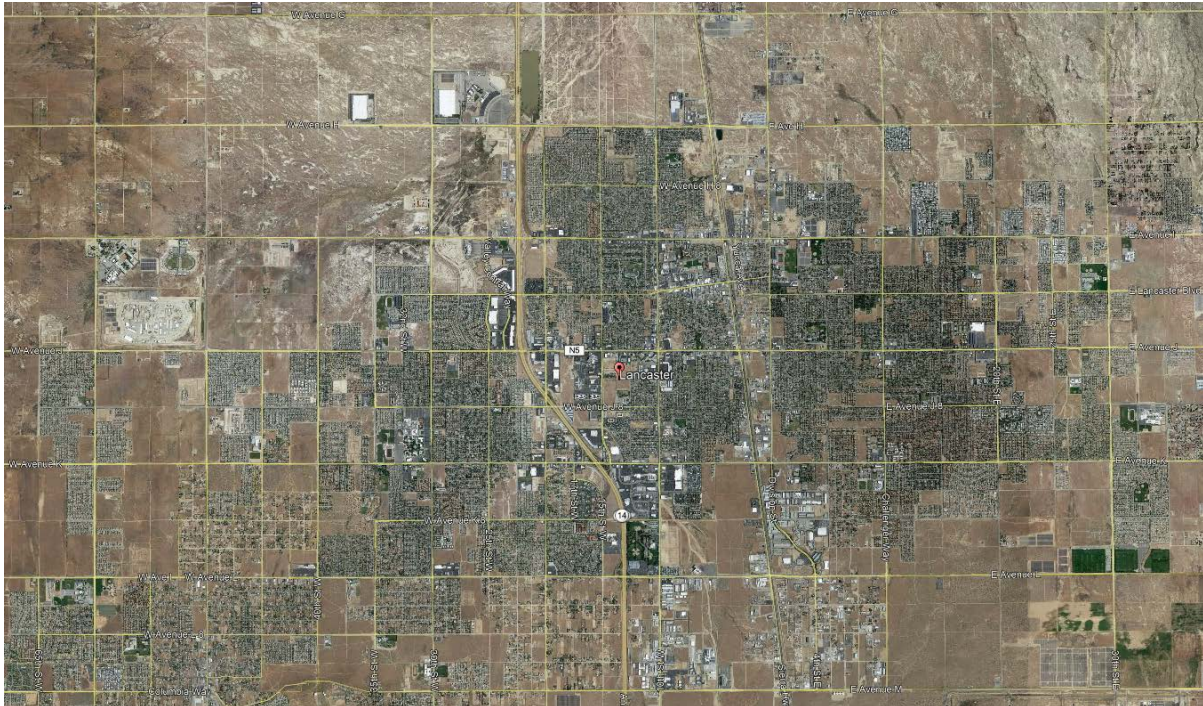
Attachment:
Exhibit 1

Exhibit 1

Fund	Division Code	Object	Justification	Increase in Revenue	Increase in Expense/CIP Appropriations	Net Funding Request
701	3602	100	Recognize 2019 Road Bond Revenue (Par Amount of Bonds)	\$48,405,000.00	-	\$48,405,000.00
701	3602	200	Recognize 2019 Road Bond Revenue (Original Issue Premium)	\$7,268,805.25	-	\$7,268,805.25
701	4430	965	Cost of Issuance Fees on 2019 Road Bond	-	\$448,605.01	\$448,605.01
701	12ST0XX	924	2019 Sidewalk, Curb and Gutter Repair	-	1,902,698	1,902,698
701	12ST040	924	2020 PMP - Neighborhood Preservation (Road Bond)	-	250,000	250,000
701	12ST041	924	2020 Spring PMP (Road Bond)	-	6,600,000	6,600,000
701	12ST0XX	924	2020 Summer PMP (Road Bond)	-	380,000	380,000
701	12ST0XX	924	2020 Fall PMP (Road Bond)	-	350,000	350,000
Total Requested Lancaster Finance Authority Fund (701) Adjustments				\$55,673,805.25	\$ 9,931,303.01	\$ 45,742,502.24

2019 Sidewalk, Curb and Gutter Repair (Road Bond)

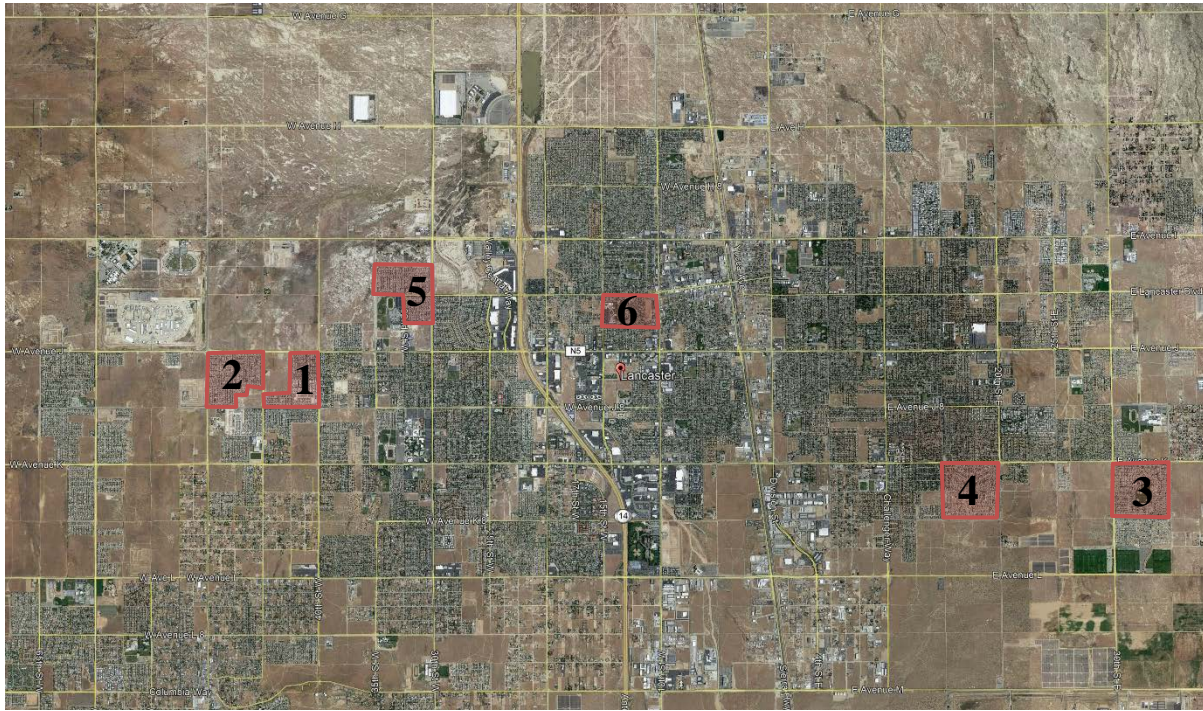
Project #12ST0XX



Description

Road Bond funding in support of Revive 25. Funding is a continuation of the City of Lancaster’s efforts to improve the safety and economic vitality of its roadway network. As part of the REVIVE 25 program, this project will repair and replace sidewalk, curb and gutter; as well as upgrade curb ramps to current Americans with Disabilities Act (ADA) standards, at various locations throughout the City. The project will also tree trim and root prune to improve street tree longevity and to prevent future damage to nearby sidewalks, curb, gutter and asphalt. This will help reduce the need to remove mature trees at repair locations, while helping prevent future trip hazards, normally caused by overgrown roots.

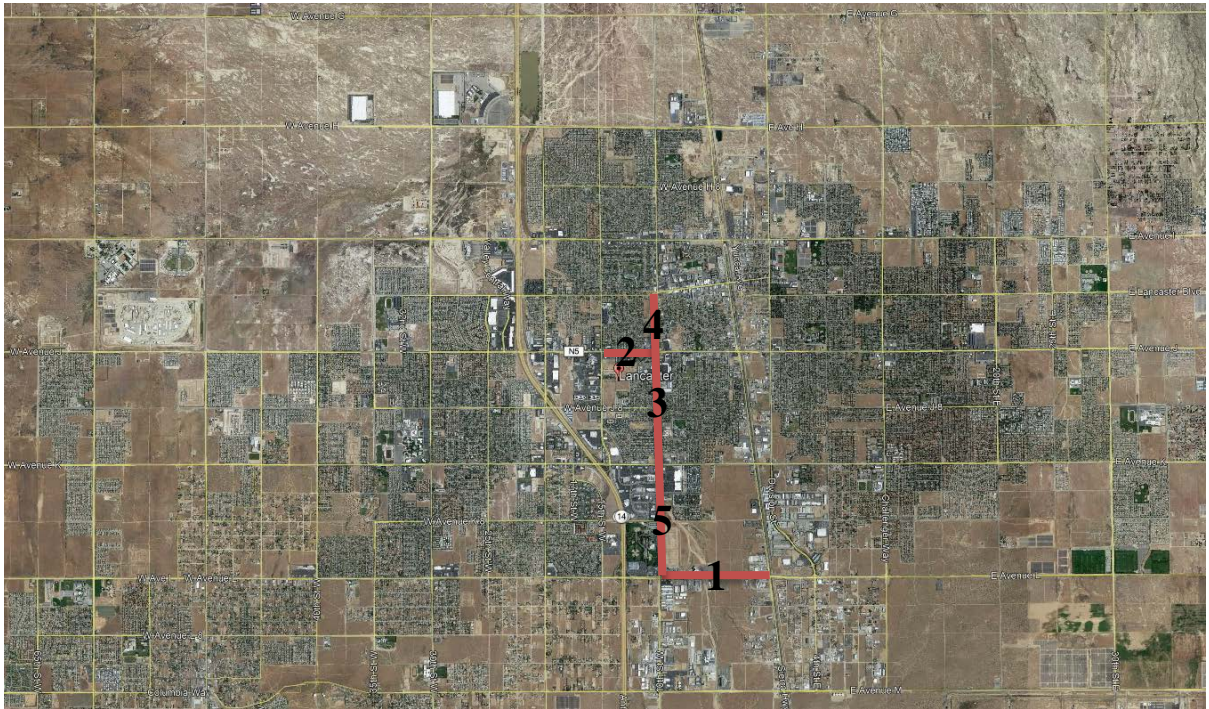
Project Budget		<u>Prior</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FY 2023</u>	<u>FY 2024</u>	<u>Total</u>
<u>Fund #</u>	<u>Fund Desc.</u>	<u>Years</u>						
701	Lancaster Finance Authority		\$ 1,902,698					\$ 1,902,698
TOTAL PROJECT		\$ -	\$ 1,902,698	\$ -	\$ -	\$ -	\$ -	\$ 1,902,698



Description

Road Bond funding in support of Revive 25. Funding is a continuation of the City of Lancaster’s efforts to improve the safety and economic vitality of its roadway network. As part of the REVIVE 25 program, this project will repair and resurface approximately 63 lane miles of City streets. Recommended project areas include: (1) NBH – Avenue J to Avenue J-8, 40th Street West to 45th Street West, (2) NBH – Avenue J to Avenue J-8, 45th Street West to 50th Street West, (3) NBH – Avenue K to Avenue K-8, 30th Street East to 35th Street East, (4) Avenue K to Avenue K-8, 15th Street East to 20th Street East, (5) NBH – Newgrove Street to Jackman Avenue, 30th Street West to 35th Street West, (6) NBH – Lancaster Blvd to Avenue J, 10th Street West to 15th Street West.

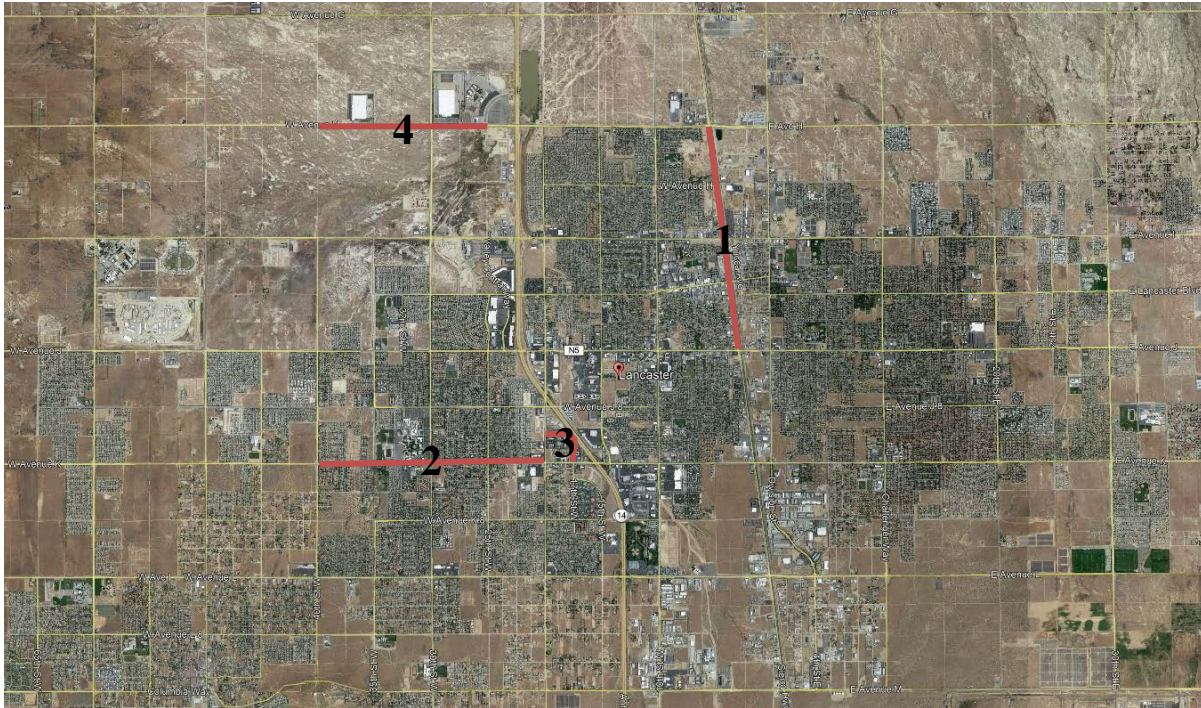
Project Budget		<u>Prior</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FY 2023</u>	<u>FY 2024</u>	<u>Total</u>
<u>Fund #</u>	<u>Fund Desc.</u>	<u>Years</u>						
203	Gas Tax		\$2,636,094					\$ 2,636,094
205	Prop 1B		\$ 181,474					\$ 181,474
206	TDA Article 8		\$ 500,000					\$ 500,000
209	Prop C		\$ 197,000					\$ 197,000
211	Measure M	\$ 200,000	\$ -					\$ 200,000
252	Prop 42		\$ 79,848					\$ 79,848
701	Lancaster Finance Authority		\$ 250,000					\$ 250,000
TOTAL PROJECT			\$200,000	\$3,844,416	\$ -	\$ -	\$ -	\$ 4,044,416



Description

Road Bond funding in support of Revive 25. Funding is a continuation of the City of Lancaster’s efforts to improve the safety and economic vitality of its roadway network. As part of the REVIVE 25 program, this project will repair and resurface approximately 25 lane miles of City streets. Recommended project areas include: (1) Avenue L, 10th Street West to Sierra Highway, (2) Avenue J, 10th Street West to 15th Street West, (3) 10th Street West, Avenue J to Avenue K, (4) 10th Street West, Avenue J to Lancaster Boulevard, and (5) 10th Street West, Avenue K to Avenue L.

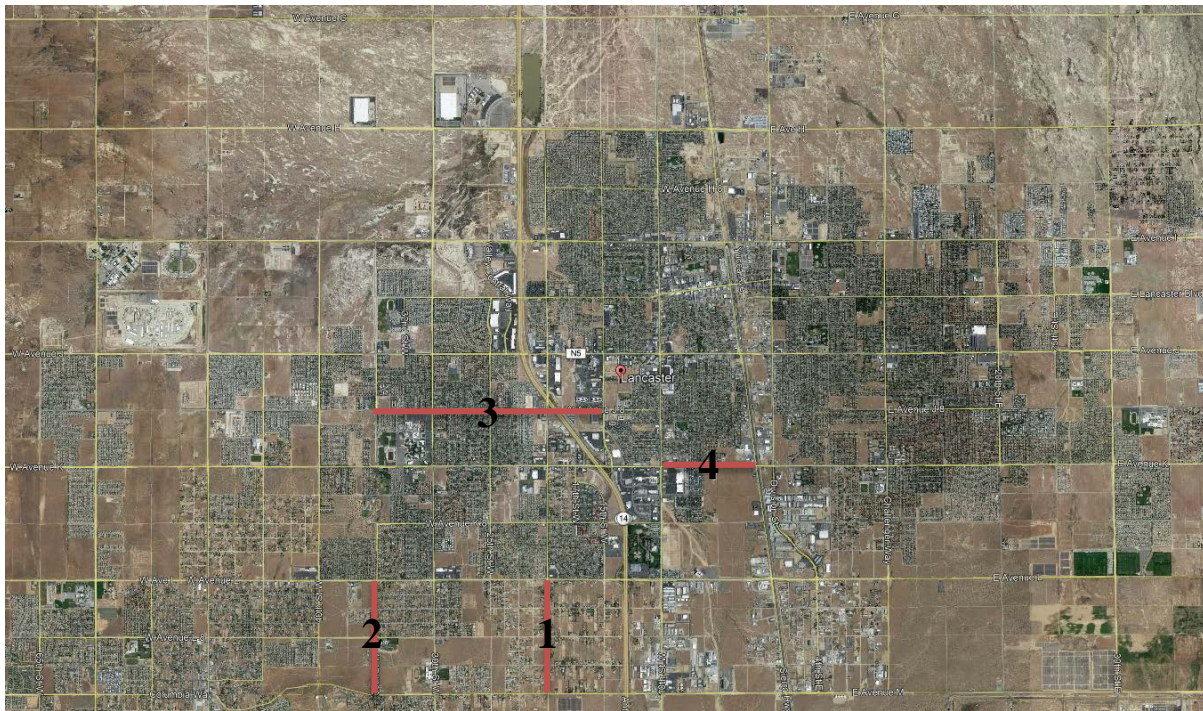
Project Budget		<u>Prior</u> <u>Years</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FY 2023</u>	<u>FY 2024</u>	Total
<u>Fund #</u>	<u>Fund Desc.</u>							
203	Gas Tax		\$200,000					\$200,000
701	Lancaster Finance Authority		\$ 6,600,000					\$ 6,600,000
TOTAL PROJECT		\$ -	\$ 6,800,000	\$ -	\$ -	\$ -	\$ -	\$ 6,800,000



Description

Road Bond funding in support of Revive 25. Funding is a continuation of the City of Lancaster’s efforts to improve the safety and economic vitality of its roadway network. As part of the REVIVE 25 program, this project will repair and resurface approximately 36 lane miles of City streets. Recommended project areas include: (1) Sierra Highway – Avenue H to Avenue J, (2) Avenue K – 20th Street West to 40th Street West, (3) Avenue J-12 – 20th Street West to Avenue K, and (4) Avenue H – 25th Street West to 40th Street West.

Project Budget		<u>Prior</u>						
<u>Fund #</u>	<u>Fund Desc.</u>	<u>Years</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FY 2023</u>	<u>FY 2024</u>	<u>Total</u>
701	Lancaster Finance Authority		\$ 380,000	\$6,620,000				\$ 7,000,000
TOTAL PROJECT		\$ -	\$ 380,000	\$6,620,000	\$ -	\$ -	\$ -	\$ 7,000,000



Description

Road Bond funding in support of Revive 25. Funding is a continuation of the City of Lancaster’s efforts to improve the safety and economic vitality of its roadway network. As part of the REVIVE 25 program, this project will repair and resurface approximately 22 lane miles of City streets. Recommended project areas include: (1) 20th Street West, Avenue L to Avenue M, (2) 35th Street West, Avenue L to Avenue M, (3) Avenue J-8, 15th street West to 35th Street West, and (4) Avenue K, 10th Street West to Sierra Highway.

Project Budget		<u>Prior</u> <u>Years</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FY 2023</u>	<u>FY 2024</u>	<u>Total</u>
<u>Fund #</u>	<u>Fund Desc.</u>							
701	Lancaster Finance Authority		\$ 350,000	\$4,750,000				\$ 5,100,000
TOTAL PROJECT		\$ -	\$ 350,000	\$4,750,000	\$ -	\$ -	\$ -	\$ 5,100,000

STAFF REPORT
City of Lancaster

Date: November 12, 2019
To: Mayor Parris and City Council Members
From: Ronda Perez, Acting City Clerk
Subject: **Ordinance Pertaining to Building Construction**

CC 6
11/12/19
JC

Recommendation:

Adopt **Ordinance No. 1067**, amending Title 15 of the Lancaster Municipal Code by repealing Ordinance No. 1018 and Chapters 15.56, 15.60 and 15.68, and adopting by reference the 2019 edition of the California Building Code as amended herein; adopting by reference the 2019 edition of the California Residential Code as amended herein; adopting by reference the 2019 edition of the California Electrical Code as amended herein; adopting by reference the 2019 edition of the California Mechanical Code; adopting by reference the 2019 edition of the California Plumbing Code as amended herein; adopting the Lancaster Security Code as contained herein; adopting by reference the 2018 edition of the International Property Maintenance Code as amended herein; adopting by reference the 2019 edition of the California Energy Code as amended herein; adopting by reference the 2019 edition of the California Historical Building Code; adopting by reference the 2020 edition of the Los Angeles County Fire Code; adopting by reference the 2019 edition of the California Green Building Standards Code; adopting by reference the 2019 edition of the California Existing Building Code; and adopting by reference the 2019 California Referenced Standards Code as the Lancaster Codes for Buildings and Construction.

Fiscal impact:

None

Background:

On July 1, 2019, the California Building Standards Commission published the 2019 edition of the California Building Standards Code, Title 24 of the California Codes and Regulations, based on the most recent editions of the International Building and Fire Codes, the National Electrical Code, and the Uniform Mechanical and Plumbing Codes, all with California specific amendments. Such codes will become effective on a statewide basis on January 1, 2020. All local building departments are, therefore, required to enforce such codes as the minimum codes. State law allows local authorities to amend the provisions of Title 24, provided certain conditions are met. The adoption of the 2019 edition of the California Building Standards Code, as amended in this Ordinance, meets State requirements and will serve as the codes for building and construction within the City. The adoption of the 2019 edition of the California Building Standards Code also places such codes within the Lancaster Municipal Code.

At the October 22, 2019 City Council meeting, the City Council approved the introduction of Ordinance No. 1067, by the following vote:

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

NOES: None

ABSTAIN: None

ABSENT: None

RP:kes

Attachment:

Ordinance No. 1067

ORDINANCE NO. 1067

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LANCASTER, CALIFORNIA, AMENDING TITLE 15 OF THE LANCASTER MUNICIPAL CODE BY REPEALING ORDINANCE NUMBER 1018 AND CHAPTERS 15.56, 15.60 AND 15.68, AND ADOPTING BY REFERENCE THE 2019 EDITION OF THE CALIFORNIA BUILDING CODE AS AMENDED HEREIN; ADOPTING BY REFERENCE THE 2019 EDITION OF THE CALIFORNIA RESIDENTIAL CODE AS AMENDED HEREIN; ADOPTING BY REFERENCE THE 2019 EDITION OF THE CALIFORNIA ELECTRICAL CODE AS AMENDED HEREIN; ADOPTING BY REFERENCE THE 2019 EDITION OF THE CALIFORNIA MECHANICAL CODE; ADOPTING BY REFERENCE THE 2019 EDITION OF THE CALIFORNIA PLUMBING CODE AS AMENDED HEREIN; ADOPTING THE LANCASTER SECURITY CODE AS CONTAINED HEREIN; ADOPTING BY REFERENCE THE 2018 EDITION OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE AS AMENDED HEREIN; ADOPTING BY REFERENCE THE 2019 EDITION OF THE CALIFORNIA ENERGY CODE AS AMENDED HEREIN; ADOPTING BY REFERENCE THE 2019 EDITION OF THE CALIFORNIA HISTORICAL BUILDING CODE; ADOPTING BY REFERENCE THE 2020 EDITION OF THE LOS ANGELES COUNTY FIRE CODE; ADOPTING BY REFERENCE THE 2019 EDITION OF THE CALIFORNIA GREEN BUILDING STANDARDS CODE; ADOPTING BY REFERENCE THE 2019 EDITION OF THE CALIFORNIA EXISTING BUILDING CODE; AND ADOPTING BY REFERENCE THE 2019 CALIFORNIA REFERENCED STANDARDS CODE, AS THE LANCASTER CODES FOR BUILDINGS AND CONSTRUCTION

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

Section 1. Chapter 15.04. of the Lancaster Municipal Code is hereby amended by rewriting the Chapter in its entirety.

Section 2. Findings – Necessity. Findings made pursuant to Section 17958.7 of the State Health and Safety Codes are contained in Resolution No. .

Section 3. Constitutionality. That if any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have adopted this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one (1) or more sections, subsections, sentences, clauses, and phrases be declared unconstitutional.

Section 4. Effective Date. This ordinance shall be in full force and effect on January 1, 2020.

Section 5. Posting. The City Clerk shall certify to the passage of this ordinance, and shall cause it to be published according to legal requirements.

I, Ronda Perez, Acting City Clerk of the City of Lancaster, do hereby certify that the foregoing ordinance was regularly introduced and placed upon its first reading on the 22nd day of October, 2019, and placed upon its second reading and adoption at a regular meeting of the City Council on the 12th day of November, 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 ORDINANCE
CITY COUNCIL

I, _____, _____ City of Lancaster, California, do hereby certify that this is a true and correct copy of the original Ordinance No. 1067, 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"
TITLE 15 - BUILDINGS AND CONSTRUCTION

Chapter 15.04 - ADMINISTRATIVE CODE

15.04.010 - California Building Code Chapter 1, Division II adopted by reference.

- A. That certain building code is known as the 2019 California Building Code, Chapter 1, Division II, incorporating by adoption the 2018 edition of the International Building Code with necessary California amendments, all published by the International Conference of Building Officials, and as herein amended, are hereby adopted by reference, and such code shall be and become the Lancaster Administrative Code for Buildings and Construction, to serve as the administrative, organizational and enforcement rules and regulations for the technical codes which regulate the site preparation and construction, alteration, moving, demolition, repair, use, occupancy and maintenance of buildings, structures and building service equipment.
- B. One copy of said California Building Code 2019 Edition has been deposited in the office of the Chief Building Official and shall be at all times maintained by said Chief Building official for use and examination by the public.

15.04.020 - Definitions.

Section 101.4.8 of the California Building Code, Chapter 1, Division II, is hereby added to read, as follows:

101.4.8 Definitions. Whenever any of the names or terms defined in this section are used in this Code, each such name or term shall be deemed and construed to have the meaning ascribed to be in this section, as follows:

"Building Code" shall mean chapter 15.08 of the Lancaster Municipal Code.

"Building Official" shall mean the Building Official of the City of Lancaster.

"Code Enforcement Agency" or "Local Building Department" shall mean Building & Safety of the Department of Development Services of the City of Lancaster.

"Electrical Code" shall mean Chapter 15.12 of the Lancaster Municipal Code.

"Elevator Code" shall mean the 2019 California Elevator Safety Construction Code.

"Energy Code" shall mean Chapter 15.28 of the Lancaster Municipal Code.

"Existing Building Code" shall mean Chapter 15.36 of the Lancaster Municipal Code.

"Fire Code" shall mean Chapter 15.32 of the Lancaster Municipal Code.

"Green Building Standards Code" shall mean Chapter 15.34 of the Lancaster Municipal Code.

"Historical Building Code" shall mean Chapter 15.30 of the Lancaster Municipal Code.

"Jurisdiction" shall mean the City of Lancaster.

"Mechanical Code" shall mean Chapter 15.16 of the Lancaster Municipal Code.

"Plumbing Code" shall mean Chapter 15.20 of the Lancaster Municipal Code.

"International Property Maintenance Code" shall mean Chapter 15.24 of the Lancaster Municipal Code.

"Residential Code" shall mean Chapter 15.09 of the Lancaster Municipal Code.

"Technical Codes" shall mean Chapters 15.08, 15.09, 15.10, 15.12, 15.16, 15.20, 15.22, 15.24, 15.28, 15.30, 15.32, 15.34 and 15.36 of the Lancaster Municipal Code.

15.04.030 - Building & safety.

Section 103.1 of the California Building Code, Chapter 1, Division II, is hereby amended by to read as follows:

103.1 Creation of enforcement agency. Building and Safety is hereby created within the Department of Development Services and the official in charge thereof shall be known as the Building Official.

15.04.040 - Duties and powers of the building official.

Section 104 of the California Building Code, Chapter 1, Division II, is hereby amended by adding subsection 104.12, as follows:

104.12 Regulations. The Building Official is authorized to promulgate rules and regulations to implement the provisions of this code.

15.04.050 - Permit exempt.

Section 105.2 of the California Building Code, Chapter 1, Division II, is hereby amended by adding the following:

Minor repairs to roof covering which cumulatively totals 100 square feet or 10% of the roof area of any structure regulated by the technical codes, whichever is the least, in any 12-month period. The exemption of a permit shall not be construed to mean that the repairs shall not comply with Chapter 15 of the Building Code."

15.04.060 - Permits—Expiration.

Section 105.5 of the California Building Code, Chapter 1, Division II, is hereby amended to read as follows:

105.5 Expiration. Except as set forth in subsection 105.5.1, every permit issued for property within the City of Lancaster shall expire by limitation and become null and void as follows:

- (i) If work authorized by such permit is not commenced within 360 days from the issuance date of the permit.

- (ii) If work authorized by such permit is commenced within 360 days from the issuance date of the permit, such permit shall expire by limitation and become null and void if the work authorized by such permit is suspended or abandoned. For purposes of this subsection, "suspended or abandoned" shall mean that the permittee has, for a period of 180 days or longer after commencing the work authorized by such permit, failed to make substantial progress toward completion of the work, as determined by the Building Official. Failure to schedule, undergo and/or pass a requisite interim or final inspection for a period of 180 days or longer since the issuance date of the permit or since the most recent interim inspection may be deemed to constitute a failure to make substantial progress toward completion of the work. The Building Official may, in his/her sole discretion, grant, in writing, one or more extensions of time, for periods, not more than 180 days each. The extension shall be requested in writing and justifiable cause demonstrated.
- (iii) In the event of permit expiration, before work authorized pursuant to the expired permit can be commenced or recommenced, a new permit shall first be obtained (hereafter, a "renewal permit"). To obtain a renewal permit, the applicant may be required to resubmit plans and specifications, if deemed necessary by the Building Official and/or the City's Planning Director. The applicant must pay all applicable fees, including but not limited to a plan check fee and building permit fees, in the amount then established by resolution of the City Council. If renewal permits are applied for, a mandatory site inspection shall be performed by Building and Safety to determine that existing conditions and materials comport with this code. All work to be performed under a renewal permit must be performed in accordance with all applicable technical codes, regulations, laws, and ordinances in effect on the date of issuance of the renewal permit. Renewal permits are subject to expiration as set forth in (ii), above.
- (iv) In the event of permit expiration, any work performed under that permit is "unpermitted" as defined in Section 114.1 of this chapter, and is subject to the legalization provisions of section 114.5 of this chapter.

105.5.1 Expiration — Unpermitted structures or grading. Notwithstanding any provision of section 105.5, if a building permit was issued in order to bring an unpermitted structure, unpermitted grading, or other unlawful, substandard or hazardous condition into compliance with any applicable law, ordinance, rule or regulation, such permit shall expire by limitation and become null and void sixty (60) days after the issuance date of such permit, if the permittee has failed to make substantial progress toward completion of the work as determined by the Building Official. Failure to schedule, undergo and/or pass a requisite interim or final inspection for a period of 60 days since the issuance date of the permit or since the most recent interim inspection may be deemed to constitute a failure to make substantial progress toward completion of the work. The Building Official may, in his/her sole discretion, grant, in writing, one or more extensions of time, for periods, not more than 60 days each. The extension shall be requested in writing and justifiable cause demonstrated.

15.04.070 - Standard plans.

Section 107 of the California Building Code, Chapter 1, Division II, is hereby amended by adding the following:

107.6 Standard Plans. The Building Official may approve a set of plans for a building or structure as a "standard plan," provided that the applicant has made the proper application, submitted complete sets of plans as required by this section, and paid the plan review fees required.

Plans shall reflect laws and ordinances in effect at the time a permit is issued except as provided herein. Nothing in this section shall prohibit modifying the permit set of plans to reflect changes in laws and ordinances, which have become effective since the approval of the standard plan. The standard plan shall become null and void where the work required by such changes exceeds ten percent (10%) of the value of the building or structure. When it is desired to use an approved "standard plan" for an identical structure, the Building Official may require a plot plan and a duplicate plan to be submitted. Such duplicate plans shall be compared and stamped prior to permit issuance. All fees in effect at the time of permit issuance shall be paid prior to permit issuance.

Standard plans shall be valid for a period of one year from the date of approval, or until the effective date of a Building Code change, whichever comes first. The Building Official may extend this period when no changes in codes or ordinances have occurred. Building permit applications based on standard plans approved prior to the effective date of a Building Code change are valid for a period of 180 days from the date of the application and may not be extended. Building permits issued on applications submitted prior to the effective date of a Building Code change are valid for a period of 360 days from the date of issuance and may not be extended.

15.04.080 - Fees.

Section 109.2 of the California Building Code, Chapter 1, Division II, is hereby amended to read as follows:

109.2 Schedule of Permit Fees. On buildings, structures, electrical, gas, mechanical and plumbing systems or alterations requiring a permit, a fee for each permit shall be paid as required, in accordance with the schedule as adopted by resolution of the City Council of the City of Lancaster, as may be amended from time to time. For complex or atypical matters, the Building Official is authorized to assess fees based on published hourly rates.

109.6.1 Refund of Permit Fees.

- The Building Official shall not authorize the refund of any fee paid except upon the written application filed by the original permit holder.
- No refunds shall be processed for expired permits or projects that have been abandoned. Abandoned is defined as no work or inspections for 180 days.
- No refunds shall be processed that have exceeded 360 days after the date of the payment.
- The Building Official may authorize the refunding of not more than 80 percent of the plans examination fee paid when an application is withdrawn or canceled prior to commencing any plan review.

- The Building Official may authorize the refunding of not more than 80 percent of the permit inspection fee paid when a permit that has been issued withdrawn or canceled by the original permittee before any inspection has been completed and the original permit and inspection card is returned.
- Permit Issuance, Fire Protection, Development Impact, Strong Motion, and Green Building fees are not refundable (unless erroneously paid/collected). This is because the money has already been put to use. If the project was canceled and/or the property sold, the new developer may receive credit towards Development Impact fees as approved by the City Engineer.
- A processing fee will be applied to all refunds, in accordance with the schedule adopted by resolution of the City Council of the City of Lancaster, as may be amended from time to time.

15.04.090 - Use or occupancy.

Section 111.1 of the California Building Code, Chapter 1, Division II, is hereby amended to read as follows:

111.1 Use and Occupancy. No building or structure, regardless of occupancy classification, shall be used or occupied, and no change in the existing business or occupancy classification of a building or structure or portion thereof shall be made until the Building Official has issued a certificate of occupancy therefor as provided herein. Issuance of a certificate of occupancy shall not be construed as an approval of a violation of the provisions of this code or of other ordinances of the jurisdiction.

Exception: Certificates of occupancy are not required for work exempt from permits under Section 105.2.

15.04.100 - Service utilities.

Section 112 of the California Building Code, Chapter 1, Division II is hereby amended by adding the following:

112.4 No building shall be occupied for any purpose until all permanent utilities have been installed and are fully functional. There shall be no exceptions without the express written consent of the Building Official. For purposes of this section, an off-grid energy system, as defined in Section 15.12.050 of the Lancaster Municipal Code, shall be deemed a permanent utility provided the system complies with said Section 15.12.050 and with all off-grid development standards approved by the Building Official.

15.04.110 - Board of appeals.

Section 113 of the California Building Code, Chapter 1, Division II, is hereby deleted in its entirety and replaced with the following:

113 Appeals. Appeals of orders, decisions or determinations of the Building Official are limited to those enumerated in this section and shall be filed, scheduled and conducted in accordance with this section.

113.1 Scope.

- A. Notwithstanding the provisions of the Technical Codes or the State Housing Law (commencing with Section 17910 of Chapter 1 of Division 13 of the Calif. Health and Safety Code), an appeal is limited to the following orders, decisions or determinations of the Building Official:
 - (1) Denials of the proposed use of alternative materials, design or method of construction, installation and/or equipment;
 - (2) Orders to Vacate and/or Not Enter a building, structure, or premises; however, such order shall not stay during the pendency of the appeal;
 - (3) Orders to Demolish a building or structure; however, an order to vacate that may be issued in conjunction with an Order to Demolish shall not stay during the pendency of the appeal;
- B. The right of appeal shall not exist for determinations of the Building Official, or a designee thereof, that a violation of any provision of the Technical Codes exists in a building or structure, or portion thereof, or on any premises.

113.2 Appeal Procedure.

- A. Any person who is aggrieved by any order, decision or determination of the Building Official as provided in subsection 113.1 may contest said order, decision or determination by filing an appeal, in writing on a City approved form, with the City Clerk within ten (10) business days from the date of service of the order, decision or determination being appealed. The appeal must specify the basis for the appeal in detail, provide a mailing address and telephone number for the appellant, and include the applicable fee. If a timely appeal is not received by the City Clerk, the right to appeal is waived and the order, decision or determination of the Building Official is deemed final and binding.
- B. Appeals shall be heard before an impartial hearing officer, designated by the City Manager or his/her designee. Only those matters or issues specifically raised in the written appeal shall be considered in the hearing.
- C. If the appellant fails to appear, the hearing officer shall cancel the hearing and send a notice thereof to the appellant by first-class mail to the address stated on the appeal form. Cancellation of a hearing due to non-appearance of the appellant shall constitute the appellant's waiver of the right to appeal. In such instances, the order, decision or determination of the Building Official is final and binding.
- D. Appeal hearings are informal, and formal rules of evidence and discovery do not apply. The order, decision or determination of the Building Official shall be prima facie evidence of the violation. The appellant, and the Building Official or his/her designee shall have the opportunity to present relevant evidence and witness testimony. The appellant may represent himself/herself or be represented by any one of his/her choices. The appellant may bring an interpreter to the hearing at his/her sole expense.

- E. Within thirty calendar days following the appeal hearing, the hearing officer shall affirm, modify or rescind the order, decision or determination of the Building Official. A written decision shall be served on the appellant by first-class mail to the address stated on the appeal form. Failure of an appellant to receive a properly addressed decision shall not invalidate any action or proceeding by the City.
- F. Any person who is aggrieved by the decision of the hearing officer may appeal said decision to the Board of Appeals, which shall be comprised of members of the City Council and the Building Official, who shall be an ex officio member. An appeal shall be in writing, must be filed in the same manner, within the same time period, and contain the same information, as an appeal to the hearing officer, as provided in Subsection A of this Section. A second appeal fee must accompany the written appeal. If a timely appeal is not received by the City Clerk, the decision of the hearing officer is deemed final and binding. Failure to appeal a decision to the Board of Appeals shall constitute a failure to exhaust the aggrieved person's administrative remedy.
- G. Appeals before the Board of Appeals shall be conducted in the manner set forth in Chapter 2.44 of the Lancaster Municipal Code.

113.3 Limitation on Authority of Board of Appeals. The Board of Appeals shall have no authority to waive the technical requirements of the Building Code or other technical codes adopted in Title 15 of the Lancaster Municipal Code.

113.4 Appeals of Actions Related to Access to Public Accommodation by Physically Disabled Persons. The City Council shall have the authority to review decisions by the Building Official in the enforcement of the requirements of the California Health & Safety Code, sections 19955 through 19959, related to access to public accommodation by Physically Disabled Persons. Appeals of such decisions shall be filed, scheduled and conducted in the manner set forth in Chapter 2.44 of the Lancaster Municipal Code.

15.04.120 - Violations—Unlawful acts.

Subsection 114.1 of the California Building Code, Chapter 1, Division II, is hereby amended to read as follows:

114.1 Unlawful acts. It shall be unlawful for any person, firm, or corporation to erect, construct, alter, extend, repair, move, remove, demolish, occupy or maintain any building, structure, equipment, installation or land regulated by the Technical Codes, or cause or permit the same to be done, in conflict with or in violation of any of the provisions of the Technical Codes.

114.1.1 Unpermitted structures. No person shall own, use, occupy or maintain an unpermitted structure. For purposes of this section, "unpermitted structure" shall be defined as any building or structure, or portion thereof, or any electrical, plumbing, mechanical or other installation or fixture, that was erected, constructed, enlarged, altered, repaired, moved, improved, removed, connected, installed, converted, demolished or equipped, at any point in time by any person, without the required permit(s) having first been obtained from the Building Official or with a valid permit as issued by the Building Official which subsequently expired and became null and void.

114.1.2 Unpermitted grading. No person shall own, use, occupy or maintain unpermitted grading. For purposes of this section, "unpermitted grading" shall be defined as any land which has been excavated, cut, filled, graded, compacted or terraced, at any point in time by any person, without the required permit(s) having first been obtained from the Building Official or with a valid permit as issued by the building which subsequently expired and became null and void.

15.04.130 - Violations—Violation penalties.

Subsection 114.4 of the California Building Code, Chapter 1, Division II, is hereby amended to read as follows:

114.4 Violation Penalties. Any person, firm or corporation who violates any provision of the Technical codes, or fails to comply with any of the requirements thereof, or who erects, constructs, alters, repairs or maintains a building, structure, installation or equipment, or excavates, cuts, fills, grades, compacts or maintains land in violation of approved construction documents or directive of the Building Official, or of a permit or certificate issued under the provisions of the Technical Codes, shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be subject to the punishments set forth in Chapter 1.12 of the Lancaster Municipal Code.

15.04.140 - Violations—Legalizing procedures.

Subsection 114 of the California Building Code, Chapter 1, Division II, is hereby amended by adding thereto Subsection 114.5, Procedure for legalizing unpermitted structures or grading, to read as follows:

114.5 Procedure for legalizing unpermitted structures or grading. The procedures specified within subsections 114.5.1 through 114.5.6 shall be followed whenever an attempt is made to legalize an unpermitted structure or unpermitted grading.

114.5.1 Permits. Any person who wishes to legalize an unpermitted structure or unpermitted grading, as defined in Subsections 114.1.1 and 114.1.2, shall obtain all applicable permits. Unpermitted structures and grading shall comply with all current Technical Code requirements and other required approvals pursuant to the Lancaster Municipal Code in order to be legalized. Permits obtained to legalize unpermitted structures or grading shall expire as set forth in Section 105.5.1 of this code.

114.5.2 Plans. Prior to the issuance or granting of any permit to legalize an unpermitted structure, plans showing the plot plan, exterior elevations, existing structures, proposed structures, and proposed finish materials shall be submitted to the Building Official and Planning Director, or their designees, for review and approval.

114.5.3 Grading. Prior to the issuance or granting of any permit to legalize unpermitted grading, a grading, and drainage plan showing the original grade and existing unpermitted grade on the premises the existing grade on adjoining properties, and a soils report shall be submitted to the Building Official for review and approval.

114.5.4 Inspections. Unpermitted structures or unpermitted grading for which a permit has subsequently been obtained shall be subject to inspection by the Building Official in accordance with, and in the manner prescribed in, the Technical Codes. The Building Official may require the removal of finish materials in order to expose framing elements, electrical components, plumbing fixtures or mechanical systems, or may require the removal of the fill, to verify that installation, construction or grading was performed in conformance with the Technical Codes.

114.5.5 Investigation. Whenever any work for which a permit is required by this code has commenced on land or in connection with any type of structure without first obtaining a said permit a special investigation shall be made before a permit may be issued for such work. For purposes of this section, "special investigation" shall include, but is not limited to, inspecting premises and structures, reviewing permit, license and other records of the City or other agencies, reviewing plans, taking photographs, engaging in conferences and communications with other officials of the City or other agencies, and engaging in conferences and communications with owners or other responsible persons concerning the unpermitted structure or grading.

114.5.5.1 Fee. A special investigation fee shall be paid prior to the issuance of a permit for an unpermitted structure or unpermitted grading. The fee shall be equal to the amount of time expended by City officials in undertaking the special investigation, as defined in Section 114.5.5, charged at the hourly rate that has been established by resolution of the City Council for recovery of code enforcement re-inspection fees. The payment of such investigation fee shall not exempt any person from compliance with all other provisions of this code nor from any penalty prescribed by law.

114.5.6 Unpermitted structures or grading which cannot be legalized. If the Planning Director determines that the City's zoning regulations prohibit the legalization of any unpermitted structure, the structure shall be demolished or, if previously permitted, restored to its original approved condition, with all requisite permits, inspections, and approvals.

If the Building Official determines that an unpermitted structure cannot be made to conform to the current applicable Technical Code requirements, the structure shall be demolished or, if previously permitted, restored to its original approved condition, with all requisite permits, inspections, and approvals.

If the Building Official determines that unpermitted grading and/or lot drainage cannot be made to conform with current applicable Technical Code requirements, the land shall be fully restored to the condition that preceded the unpermitted grading, with all requisite permits, inspections, and approvals.

Chapter 15.08 - BUILDING CODE

15.08.010 - California Building Code provisions adopted by reference.

- A. That certain building code known and designated as volumes 1 and 2 of the 2019 California Building Code, including Appendix C (except Cannabis facilities); appendix F; Appendix G; Appendix H; Appendix I; and appendix J; incorporating by adoption the 2018 edition of the International Building Code with necessary California amendments, all published by the International Conference of Building Officials, and as herein amended, are hereby adopted by reference, and such codes shall be and become the Lancaster Building Code, regulating the erection, construction, enlargement, alteration, repair, moving, removal, demolition, conversion, occupancy, use, height, area and maintenance of all structures and certain equipment therein, and the grading of premises, and providing penalties for violation of such codes.
- B. One copy of said 2019 California Building Code has been deposited in the office of the Building Official and shall be at all times maintained by said Building Official for use and examination by the public.

15.08.030 - Roof covering—Wood shakes and wood shingles.

Sections 1505.6, 1505.7, 1507.8, 1507.9 and Tables 1507.8, 1507.8.5, 1507.8.7, 1507.9.6 and 1507.9.8 of the 2019 California Building Code and all references in any of the technical or administrative codes to said sections or to wood shakes and/or wood shingles, whether or not fire-rated, fire treated, or fire-retardant-treated or any similar terminology, are hereby deleted.

15.08.040 - Issuance of permits.

- A. No permit shall be issued to any person to do or cause to be done any building work regulated by this code unless such person is a duly licensed contractor as required by Chapter 9, Division 3 commencing with Section 7000 of the Business and Professions Code of the State of California except as otherwise provided herein.
- B. Any permit required by this code may be issued to a person to do any building work regulated by this code in a single-family dwelling used exclusively for living purposes, including common accessory and minor poultry or agricultural buildings in the event that such person is the bonafide owner of such dwelling and accessory buildings and that the same is occupied and used exclusively by or are designated to be occupied and used exclusively by said owner. An owner may be issued a permit for, or perform any building work covered by this code on a duplex (maximum two units) where one unit is used and occupied exclusively by the bona fide owner. An owner or property manager shall not be issued a permit for, or perform any building work regulated by this code on any rental or lease property except for a duplex (maximum two units) where one unit is exclusively used and occupied by the bona fide owner.

Chapter 15.09 - RESIDENTIAL CODE^[3]

15.09.010 - California Residential Code Provisions adopted by reference.

- A. That certain residential code known and designated as the 2019 California Residential Code, including Appendix H, Appendix J, Appendix K, Appendix N, Appendix S, and Appendix X incorporating by adoption the 2018 edition of the International Residential Code with necessary California amendments, all published by the International Conference of Building Officials, and as herein amended, are hereby adopted by reference, and such codes shall be and become the Lancaster Residential Code for Buildings and Construction regulating the construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every detached one-and two-family dwelling, townhouse and certain equipment therein, and the grading of premises, and providing penalties for violation of such codes.
- B. One copy of said 2019 California Residential Code has been deposited in the office of the Building Official and shall be at all times maintained by said Building Official for use and examination by the public.

15.09.020 - Roof covering—Wood shakes and wood shingles.

Sections R905.7, R905.8, and Tables R905.7.4, R905.7.5(1)(2), R905.8.5, and R905.8.6 of the 2019 California Residential Code and all references in any of the technical or administrative codes to said sections or to wood shakes and/or wood shingles, whether or not fire-rated, fire treated, or fire-retardant-treated or any similar terminology, are hereby deleted.

15.09.030 - Issuance of permits.

- A. No permit shall be issued to any person to do or cause to be done any building work regulated by this code unless such person is a duly licensed contractor as required by Chapter 9, Division 3 commencing with Section 7000 of the Business and Professions Code of the State of California except as otherwise provided herein.
- B. Any permit required by this code may be issued to a person to do any building work regulated by this code in a single-family dwelling used exclusively for living purposes, including common accessory and minor poultry or agricultural buildings in the event that such person is the bonafide owner of such dwelling and accessory buildings and that the same is occupied and used exclusively by or are designated to be occupied and used exclusively by said owner. An owner may be issued a permit for, or perform any building work covered by this code on a duplex (maximum two units) where one unit is used and occupied exclusively by the bona fide owner. An owner or property manager shall not be issued a permit for, or perform any building work regulated by this code on any rental or lease property except for a duplex (maximum two units) where one unit is exclusively used and occupied by the bona fide owner.

Chapter 15.12 - ELECTRICAL CODE

15.12.010 - California Electrical Code adopted by reference.

- A. That certain electrical code is known and designated as the 2019 California Electrical Code, incorporating by adoption the National Electrical Code, 2017 Edition, by the National Fire Protection Association, with necessary California amendments, all published by BNI Publications, Inc., and as herein amended, is hereby adopted by reference, and such code shall be and become the Lancaster Electrical Code, regulating the installation, arrangement, alteration, repair, maintenance, use and operation of electrical wiring, connections, fixtures, equipment, and other electrical appliances.
- B. One copy of said 2019 California Electrical Code has been deposited in the office of the Building Official and shall be at all times maintained by said Building official for use and examination by the public.

15.12.020 - Registered maintenance electricians.

- A. In lieu of an individual permit for each installation or alteration, an annual permit may be issued to any person, firm or corporation regularly employing one or more registered maintenance electricians for the installation and maintenance of electrical wiring, devices, appliances, apparatus, or equipment or premises owned or occupied by the applicant for the permit. The application for such annual permit shall be made in writing to the building official and shall contain a description of the premises upon which work is to be done under the permit. Within not more than fifteen (15) days following the end of each calendar month, the person, firm or corporation to which an annual permit is issued shall transmit to the building official a report of all electrical work which has been done under the annual permit during the preceding month. A fee specified in the fee schedule shall be paid for each annual registered maintenance electrician's permit at the time such permit is issued. In addition, fees shall be paid for all work installed under such a permit, in accordance with the fee schedule, at the time the work is inspected.
- B. "Registered maintenance electrician" shall mean a person holding a valid certificate of registration as maintenance electrician issued by a recognized agency.

15.12.030 - Dangerous electrical equipment.

For the purpose of this chapter, any electrical equipment existing in any type of occupancy which has any or all of the conditions or defects described as follows shall be deemed dangerous, and such equipment shall be replaced, repaired, reinstalled, reconstructed or removed:

- A. The service panel(s) or sub-panel(s) show visual evidence of an overload.
- B. The working space in front of any service panel or sub-panel as outlined in table 110.26(A)(1) is not properly maintained.
- C. Live front panels are being maintained or used.

- D. The fuses or circuit breakers are rated higher than those permitted by the Electrical Code.
- E. The electrical conductor is in an unapproved raceway.
- F. The electrical conductors from different classes of service are in a common raceway.
- G. Drop cords greater than six feet in length are used to connect electrical appliances.
- H. The electrical equipment is not properly grounded for the protection of the electrical equipment as determined by the use being made thereof.
- I. The electrical equipment is broken, cracked, or not properly maintained to meet the standards existing at the time the equipment was approved.
- J. The electrical equipment is unsafe for the use intended.

15.12.040 - Solar photovoltaic systems.

Article 690 of the 2019 California Electrical Code is hereby amended by adding the following:

690.15.1 Disconnecting Means

A lockable type disconnecting means rated for the output amperage shall be installed immediately adjacent to the service equipment on the output side of the inverter.

Exception: If the inverter with an integrated disconnect is located adjacent to the service equipment (line of sight), the disconnecting means as stated above shall not be required.

15.12.050 - Stand-alone energy systems.

- A. General. Lancaster residents and business owners are permitted to construct and operate stand-alone electric energy systems, including, but not limited to, solar photovoltaic systems, fuel cell systems, battery systems, and wind electric systems, which can be disconnected from any and all utility grids and can operate with or without electrical energy storage ("Off-Grid Systems").
- B. Compliance with State and Local Laws. Any and all such Off-Grid Systems must comply with all applicable health and safety standards and requirements imposed by state and local permitting authorities, including, but not limited to, those set forth in the California Electrical Code and the California Energy Code, as may be amended from time to time, as well as all off-grid development standards approved by the Building Official.

15.12.060 - Issuance of permits.

- A. No permit shall be issued to any person to do or cause to be done any electrical work regulated by this code unless such person is a duly licensed contractor as required by Chapter 9, Division 3 commencing with Section 7000 of the Business and Professions Code of the State of California except as otherwise provided herein.

- B. Any permit required by this code may be issued to a person to do any electrical work regulated by this code in a single-family dwelling used exclusively for living purposes, including common accessory and minor poultry or agricultural buildings in the event that such person is the bonafide owner of such dwelling and accessory buildings and that the same is occupied and used exclusively by or are designated to be occupied and used exclusively by said owner. An owner may be issued a permit for, or perform any electrical work covered by this code on a duplex (maximum two units) where one unit is used and occupied exclusively by the bona fide owner. An owner or property manager shall not be issued a permit for, or perform any electrical work regulated by this code on any rental or lease property except for a duplex (maximum two units) where one unit is exclusively used and occupied by the bona fide owner.

Chapter 15.16 - MECHANICAL CODE

15.16.010 - California Mechanical Code adopted by reference.

- A. That certain mechanical code known and designated as the 2019 California Mechanical Code, including Appendix F, incorporating by adoption the Uniform Mechanical Code, 2018 Edition, published by the International Association of Plumbing and Mechanical Officials, with necessary California amendments, is hereby adopted by reference, and shall be and become the Lancaster Mechanical Code regulating the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, use and maintenance of heating, ventilating, cooling, refrigeration systems, incinerators, and other miscellaneous heating ventilating, and air conditioning appliances on-premises within the city.
- B. One copy of said 2019 California Mechanical Code has been deposited in the office of the Building Official and shall be at all times maintained by said Building official for use and examination by the public.

15.16.020 - Issuance of permits.

- A. No permit shall be issued to any person to do or cause to be done any mechanical work regulated by this code unless such person is a duly licensed contractor as required by Chapter 9, Division 3 commencing with Section 7000 of the Business and Professions Code of the State of California except as otherwise provided herein.
- B. Any permit required by this code may be issued to a person to do any mechanical work regulated by this code in a single-family dwelling used exclusively for living purposes, including common accessory and minor poultry or agricultural buildings in the event that such person is the bonafide owner of such dwelling and accessory buildings and that the same is occupied and used exclusively by or are designated to be occupied and used exclusively by said owner. An owner may be issued a permit for, or perform any mechanical work covered by this code on a duplex (maximum two units) where one unit is used and

occupied exclusively by the bona fide owner. An owner or property manager shall not be issued a permit for, or perform any mechanical work regulated by this code on any rental or lease property except for a duplex (maximum two units) where one unit is exclusively used and occupied by the bona fide owner.

Chapter 15.20 - PLUMBING CODE

15.20.010 - California Plumbing Code adopted by reference.

- A. That certain plumbing code known and designated as the 2019 California Plumbing Code, incorporating by adoption the Uniform Plumbing Code, 2018 Edition, published by the International Association of Plumbing and Mechanical Officials, including appendices A, B, D, G, H and I with necessary California amendments, and as herein amended, is hereby adopted by reference, and such code shall be and become the Lancaster Plumbing Code regulating plumbing, drainage, building sewers, and private sewage disposal systems and prescribing conditions under which such work may be carried on within the city and providing for the issuance of permits.
- B. One copy of said 2019 California Plumbing Code has been deposited in the office of the Building Official and shall be at all times maintained by said Building Official for use and examination by the public.

15.20.020 - Issuance of permits.

- A. No permit shall be issued to any person to do or cause to be done any plumbing work regulated by this code unless such person is a duly licensed contractor as required by Chapter 9, Division 3 commencing with Section 7000 of the Business and Professions Code of the State of California except as otherwise provided herein.
- B. Any permit required by this code may be issued to a person to do any plumbing work regulated by this code in a single-family dwelling used exclusively for living purposes, including common accessory and minor poultry or agricultural buildings in the event that such person is the bonafide owner of such dwelling and accessory buildings and that the same is occupied and used exclusively by or are designated to be occupied and used exclusively by said owner. An owner may be issued a permit for, or perform any plumbing work covered by this code on a duplex (maximum two units) where one unit is used and occupied exclusively by the bona fide owner. An owner or property manager shall not be issued a permit for, or perform any plumbing work regulated by this code on any rental or lease property except for a duplex (maximum two units) where one unit is exclusively used and occupied by the bona fide owner.

Chapter 15.22 - SECURITY CODE

15.22.010 - Purpose.

The purpose of this chapter is to set forth minimum standards of construction for resistance to unlawful entry.

15.22.020 - Scope.

The provisions of this chapter shall apply to enclosed groups B, F, M, R and S occupancies and enclosed private garages.

15.22.030 - Limitations.

No provisions of this chapter shall require or be construed to require devices on exit doors or on sleeping room emergency exits contrary to the requirements specified in Chapter 10 and Section 310.4 of the California Building Code.

15.22.040 - Alternate security provisions.

The provisions of this chapter are not intended to prevent the use of any device or method of construction not specifically prescribed by this code when such alternate provides equivalent security based on a recommendation of the county sheriff or the city public safety office.

15.22.050 - Definitions.

For the purpose of this chapter, certain terms are defined as follows:

"Cylinder guard" is a protective metal device of hardened steel, or with a hardened steel insert, that covers or surrounds the exposed portion of the lock cylinder for the purpose of protecting the cylinder from wrenching, prying, cutting, driving through or pulling out by attack tools.

"Deadbolt" is a bolt which has no automatic spring action and which is operated by a key cylinder, thumb-turn or lever, and is positively held fast when in the projected position.

"Deadlocking latch" is a latch in which the latch bolt is positively held in the projected position by a guard bolt, plunger or auxiliary mechanism.

"Latch" is a device for automatically retaining the door in a closed position upon its closing.

15.22.060 - Tests: Sliding glass doors.

Panels shall be closed and locked. Tests shall be performed in the following order:

15.22.061 Test A. With the panels in the normal position, a concentrated load of three hundred (300) pounds shall be applied separately to each vertical pull stile incorporating a locking device, at a point on the stile within six inches (152.4 mm) of the locking device, in the direction parallel to the plane of glass that would tend to open the door.

15.22.062 Test B. Repeat test A while simultaneously adding a concentrated load of one hundred fifty (150) pound[s] to the same area of the same stile in a direction perpendicular to the plane of glass toward the interior side of the door.

15.22.063 Test C. Repeat test B with the one hundred fifty (150) pound[s] (667.2 N) force in the reversed direction toward the exterior side of the door.

15.22.064 Tests D, E, and F. Repeat tests A, B, and C with the movable panel lifted upwards to its full limit within the confines of the door frame.

15.22.065 Identification. Sliding glass door assemblages subject to the provisions of this section shall bear a label or other approved means of identification indicating compliance with these tests. The label shall be a type authorized through a recognized testing agency which provides periodic follow-up inspection service.

15.22.070 - Tests: Sliding glass windows.

Sash shall be closed and locked. Tests shall be performed in the following order:

15.22.071 Test A. With the sliding sash in the normal position, a concentrated load of one hundred fifty (150) pounds shall be applied separately to each sash member incorporating a locking device, at a point on the sash member within six inches (152.4 mm) of the locking device, in the direction parallel to the plane of glass that would tend to open the window.

15.22.072 Test B. Repeat test A while simultaneously adding a concentrated load of seventy-five (75) pounds to the same area of the same sash member in the direction perpendicular to the plane of glass toward the interior side of the window.

15.22.073 Test C. Repeat test B with the seventy-five (75) pounds of force in the reversed direction toward the exterior side of the window.

15.22.074 Tests D, E and F Repeat tests A, B, and C with the movable sash lifted upwards to its full limit within the confines of the window frame.

15.22.075 Identification. Sliding glass window assemblages subject to the provisions of this section shall bear a label or other approved means of identification indicating compliance with these tests. The label shall be a type authorized through a recognized testing agency which provides periodic follow-up inspection service.

15.22.080 - Doors: General.

A door forming a part of the enclosure of a dwelling unit or of an area occupied by one tenant of a building shall be constructed, installed, and secured as set forth in Sections 15.22.090, 15.22.110 and 15.22.120, when such door is directly reachable or capable of being reached from a street, highway, yard, court, passageway, corridor, balcony, patio, breezeway, private garage, portion of the building which is available for use by the public or other tenants, or similar area. A door enclosing a private garage with an interior opening leading directly to a dwelling unit shall also comply with said Sections 15.22.090, 15.22.100, 15.22.110 and 15.22.120.

15.22.090 - Doors: Swinging doors.

15.22.091 Swinging wooden doors which are operable from the inside without the use of a key shall be of one of the following constructions or shall be of a construction having equivalent forced entry resistance:

15.22.091.1 Solid core doors not less than one and three-eighths inches (35 mm) in thickness.

15.22.091.2 Wood panel type doors with panels fabricated of lumber not less than one and three-eighths inches (34.9 mm) thick, provided shaped portions of the panels are not less than one-fourth-inch (6.4 mm) thick. Individual panels shall not exceed 300 square inches (0.19 m²) in area. Stiles and rails shall be of solid umber with overall dimensions of not less than one and three-eighths inches (35 mm) in thickness and three inches (76 mm) in width. Mullions shall be considered a part of adjacent panels unless sized as required herein for stiles and rails, except mullions not over eighteen (18) inches (457 mm) long may have an overall width of not less than two inches (51 mm). Carved areas shall have a thickness of not less than three-eighths-inch (9.5 mm). Dimensional tolerances published in recognized industry standards may be utilized.

15.22.091.3 Hollow core doors or doors less than one and three-eighths inches (35 mm) in thickness, either of which are covered on the inside face with 16-gauge sheet metal attached with screws at six inches (152 mm) maximum centers around the perimeter. Lights indoors shall be as set forth in Sections 15.22.140 and 15.22.150.

15.22.092 A single swinging door, the active leaf of a pair of doors, and the bottom leaf of Dutch doors shall be equipped with a deadbolt and a latch. If a key-locking feature is incorporated in the latching mechanism, a dead latch shall be used. The deadbolt and latch may be activated by one lock or by individual locks. Deadbolts shall contain hardened inserts, or the equivalent, so as to repel cutting tool attack. The deadbolt lock or locks shall be key operated from the exterior side of the door and engaged or disengaged from the interior side of the door by a device not requiring a key, tool or excessive force.

Exceptions:

1. The latch may be omitted from doors in group B occupancies.
2. In other than residential occupancies, locks may be key operated or otherwise operated from the inside when not prohibited by Chapter 10 of the California Building Code or other laws and regulations.
3. A swinging door of greater than five feet (1,524 mm) width may be secured as set forth in Section 15.22.110.
4. In residential occupancies, doors not required by Section 310.4 or 1004.1 of the California Building Code may be equipped with security type hardware which requires a key to release from the interior side of the door if the sleeping rooms are protected with a fire warning system as set forth in Section 310.9 of the California Building Code and an automatic sprinkler system as required by Section 903.2.8 of the California Building Code.

A straight deadbolt shall have a minimum throw of one-inch (25.4 mm) and the embedment shall not be less than five-eighths-inch (15.9 mm) into the holding device receiving the projected bolt. A hook-shaped or expanding lug deadbolt shall have a minimum throw of three-fourth-inch (19 mm) All deadbolts of locks which automatically activate two or more deadbolts shall embed at least one-half-inch (12.7 mm), but need not exceed three-fourth-inch (19 mm), into the holding devices receiving the projected bolts.

15.22.093 The inactive leaf of a pair of doors and the upper leaf of Dutch doors shall be equipped with a deadbolt or deadbolts as set forth in Section 6709.2.

Exceptions:

1. The bolt or bolts need not be key operated, but shall not be otherwise activated, from the exterior side of the door.
2. The bolt or bolts may be engaged or disengaged automatically with the deadbolt or by another device on the active leaf or lower leaf.
3. Manually operated hardened bolts that are at the top and bottom of the leaf and which embed a minimum of one-half-inch (12.7 mm) into the device receiving the projected bolt may be used when not prohibited by Chapter 10 or other laws and regulations.

15.22.094 Doorstops on wooden jambs for in-swinging doors shall be of one-piece construction with the jamb or joined by a rabbet.

15.22.095 Non-removable pins shall be used in pin type hinges which are accessible from the outside when the door is closed.

15.22.096 Cylinder guards shall be installed on cylinder locks for deadbolts whenever the cylinder projects beyond the outside face of the door or is otherwise accessible to attack tools.

15.22.100 - Doors: Sliding glass doors.

Sliding glass doors shall be equipped with locking devices and shall be so installed that, when subjected to tests specified in Section 15.22.060, they remain intact and engaged. Movable panels shall not be rendered easily openable or removable from the frame during or after the tests. Cylinder guards shall be installed on all mortise or rim type cylinder locks installed in hollow metal doors whenever the cylinder projects beyond the face of the door or are otherwise accessible to gripping tools. Locking devices installed on sliding glass doors providing the exit required by Section 1003 or providing for the emergency escape or rescue required by Section 310.4 shall be releasable from the inside without the use of a key, tool or excessive force.

15.22.110 - Doors: Overhead and sliding doors.

Metal or wooden overhead and sliding doors shall be secured with a deadbolt lock, padlock with a hardened steel shackle, or equivalent when not otherwise locked by electric power operation. Locking devices, when installed at the jamb of metal or wooden overhead doors, shall be installed on both jambs when such doors exceed nine feet (2,743 mm) in width. Metal or wooden sliding doors exceeding nine feet (2,743 mm) in width and provided with a jam blocking device shall have the door side opposite the lock restrained by a guide or retainer. Cylinder guards shall be installed on all mortise or rim type cylinder locks installed in hollow metal doors whenever the cylinder projects beyond the face of the door or are otherwise accessible to gripping tools.

15.22.120 - Doors: Metal accordion grate or grille-type doors.

Metal accordion grate or grille type doors shall be equipped with metal guides at top and bottom, and a cylinder lock or padlock and hardened steel shackle shall be provided. Cylinder guards shall be installed on all mortise or rim type cylinder locks installed in hollow metal doors whenever the cylinder projects beyond the face of the door or are otherwise accessible to gripping tools.

15.22.130 - Lights: general.

A window, skylight or other light forming a part of the enclosure of a dwelling unit or of an area occupied by one tenant of a building shall be constructed, installed and secured as set forth in Sections 15.22.140 and 15.22.150, when the bottom of such window, skylight or light is not more than sixteen (16) feet (4,877 mm) above the grade of a street, highway, yard, court, passageway, corridor, balcony, patio, breezeway private garage, portion of the building which is available for use by the public or other tenants, or similar area. A window enclosing a private garage with an interior opening leading directly to a dwelling unit shall also comply with Sections 15.22.140 and 15.22.150.

15.22.140 - Lights: material.

Lights within forty (40) inches (1,016 mm) of a required locking device on a door when in the closed and locked position and openable from the inside without the use of a key, and lights with a least dimension greater than six inches (152 mm) but less than forty-eight (48) inches (1,219 mm) in groups B, F, M and S occupancies, shall be fully tempered glass, laminated glass of at least one-fourth-inch (6.4 mm) thickness, approved burglary resistant material, or guarded by metal bars, screens or grilles in an approved manner.

15.22.150 - Lights: Locking devices.

15.22.151 Locking devices installed on windows providing the emergency egress required by Section 310.4 shall be releasable from the inside without the use of a key, tool or excessive force.

15.22.152 Sliding glass windows shall be provided with locking devices that, when subject to the tests specified in Section 15.22.070, remain intact and engaged. Movable panels shall not be rendered easily openable or removable from the frame during or after the tests.

15.22.153 Other openable windows shall be provided with substantial locking devices which render the building as secure as the devices required by this section. In groups, B, F, M and S occupancies, such devices shall be a glide bar, bolt, crossbar, and/or padlock with hardened steel shackle.

15.22.154 Special. Louvered windows, except those above the first story in group R occupancies which cannot be reached without a ladder, shall be of material or guarded as specified in Section 15.22.140, and individual panes shall be securely fastened by mechanical fasteners that require a tool for removal and are not accessible on the outside when the window is in the closed position.

15.22.160 - Other openings: General.

Openings, other than doors or lights, which form a part of the enclosure, or portion thereof, housing a single occupant, and the bottom of which is not more than sixteen (16) feet (4,877 mm) above the grade of a street, highway, yard, court, passageway, corridor, balcony, patio, breezeway or similar area, or from a private garage, or from a portion of the building which is occupied, used or available for use by the public or other tenants, or an opening enclosing a private garage attached to a dwelling unit with openings therein, shall be constructed, installed and secured as set forth in Section 15.22.170.

15.22.170 - Hatchways, scuttles and similar openings.

15.22.171 Wooden hatchways of less than one and three-fourths-inch-thick (44 mm) solid wood shall be covered on the inside with 16-gage sheet metal attached with screws at six-inch-maximum (152 mm) centers around the perimeter.

15.22.172 The hatchway shall be secured from the inside with a slide bar, slide bolt, and/or padlock with a hardened steel shackle.

15.22.173 Outside pin type hinges shall be provided with non-removable pins or a means by which the door cannot be opened through the removal of hinge pins while the door is in the closed position.

15.22.174 Other openings exceeding ninety-six (96) square inches (0.062 m^2) with the least dimension exceeding eight inches (203 mm) shall be secured by metal bars, screens or grilles in an approved manner.

Chapter 15.24 - PROPERTY MAINTENANCE CODE

15.24.010 - International Property Maintenance Code provisions adopted by reference.

A. That certain property maintenance code known and designated as of the 2018 International Property Maintenance Code, including appendix A, published by the International Conference of Building Officials, as herein amended, is hereby adopted by reference, and

such codes shall be and become the International Property Maintenance Code of Lancaster, regulating the use and maintenance of all existing structures, premises and certain equipment therein, and providing penalties for violation of such codes.

- B. One copy of said 2018 Property Maintenance Code has been deposited in the office of the Building Official and shall be at all times maintained by said Building official for use and examination by the public.

15.24.020 - Title.

Section 101.1 of the International Property Maintenance Code is hereby amended to read as follows:

101.1 Title. These regulations shall be known as the International Property Maintenance Code of Lancaster, hereinafter referred to as "this chapter."

15.24.030 - Application of other codes.

Section 102.3 of the International Property Maintenance Code is hereby amended to read as follows:

102.3 Application of other codes. Repairs, additions or alterations of a structure, or changes of occupancy, shall be done in accordance with the procedures and provisions of the Lancaster Building Code, Lancaster Residential Code, Lancaster Energy Code, Lancaster Fire Code, Lancaster Zoning Code, Lancaster Plumbing Code, Lancaster Mechanical Code, and Lancaster Electrical Code.

15.24.040 - Enforcement authority.

Section 103.1 of the International Property Maintenance Code is hereby amended to read as follows:

103.1 Enforcement Authority. The Building Official of the City of Lancaster shall be the "code official" as defined in this chapter.

15.24.050 - Deputies.

Section 103.3 of the International Property Maintenance Code is hereby amended to read as follows:

103.3 Deputies. Building inspectors, code enforcement officers, public safety officers and other City personnel designated by the City Manager and/or the Building Official are hereby appointed as deputies of the Building Official for purposes of enforcement of this chapter, and are authorized to undertake such investigation, inspection and enforcement actions as necessary to enforcement of this chapter.

15.24.060 - Fees.

Section 103.5 of the International Property Maintenance Code is hereby amended to read as follows:

103.5 Fees. The fees for activities and services performed by the department in carrying out its responsibilities under this chapter shall be paid as required, in accordance with the schedule as adopted by resolution of the City Council of the City of Lancaster as may be amended from time to time.

15.24.070 - Duties and powers of the code official.

Section 104 of the International Property Maintenance Code is hereby amended by adding subsection 104.7, to read as follows:

104.7 Regulations. The code official is authorized to promulgate rules and regulations to implement the provisions of this chapter.

15.24.080 - Violations.

Section 106 of the International Property Maintenance Code is hereby deleted in its entirety and replaced with the following:

106 Violations. It is unlawful for any person to violate any provision or to fail to comply with any requirement of this chapter. Any person violating this chapter is subject to the penalty, administrative and abatement provisions set forth in Chapters 1.12, 1.16 and 8.28 of the Lancaster Municipal Code.

15.24.090 - Notices and orders.

Section 107 of the International Property Maintenance Code is hereby deleted in its entirety and replaced with the following:

107 Notices and orders. Whenever the code official determines that there has been a violation of this chapter or has grounds to believe that a violation has occurred, he/she may give notice in a manner that comports with the Lancaster Administrative Code, Lancaster Dangerous Buildings Code, other applicable provisions of the Lancaster Municipal Code, and/or the State Housing Law (commencing with Section 17910 of the California Health & Safety Code).

15.24.100 - Unsafe structures and equipment.

Section 108.1.1 of the International Property Maintenance Code is hereby amended to read as follows:

108.1.1 Unsafe structures. An unsafe structure is one that is found to be dangerous to the life, health, property or safety of the public or the occupants of the structure by not providing minimum safeguards to protect or warn occupants in the event of fire, or because such structure contains unsafe equipment or is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible. A vacant structure that is not adequately secured against entry is hereby deemed unsafe.

15.24.110 - Appeals.

Section 111 of the International Property Maintenance Code is hereby repealed in its entirety and replaced with the following:

111 Appeals. Appeals of orders, decisions or determinations of the Building Official are limited to those enumerated in Chapter 15.04 of this code and shall be filed, scheduled and conducted in accordance with the provisions set forth in said Chapter 15.04.

15.24.120 - Terms defined in other codes.

Section 201.3 of the International Property Maintenance Code is hereby amended to read as follows:

201.3 Terms defined in other codes. Where terms are not defined in this chapter and are defined in the Lancaster Building Code, Lancaster Fire Code, Lancaster Zoning Code, Lancaster Plumbing Code, Lancaster Mechanical Code or Lancaster Electrical Code, such terms shall have the meanings ascribed to them as stated in those codes.

15.24.130 - Definitions.

Section 201.6 of the International Property Maintenance Code is hereby added to read as follows:

201.6 Definitions. Whenever any of the names or terms defined in this section is used in this Code, each such name or term shall be deemed and construed to have the meaning ascribed to be in this section as follows:

"Building Code" shall mean chapter 15.08 of the Lancaster Municipal Code.

"Code Official" shall mean the Building and Safety Official of the City of Lancaster.

"Electrical Code" shall mean Chapter 15.12 of the Lancaster Municipal Code.

"Elevator Code" shall mean the 2016 California Elevator Safety Construction Code.

"Energy Code" shall mean Chapter 15.28 of the Lancaster Municipal Code.

"Fire Code" shall mean Chapter 15.32 of the Lancaster Municipal Code.

"Green Building Standards Code" shall mean Chapter 15.34 of the Lancaster Municipal Code.

"Historical Building Code" shall mean Chapter 15.30 of the Lancaster Municipal Code.

"Jurisdiction" shall mean the City of Lancaster.

"Mechanical Code" shall mean Chapter 15.16 of the Lancaster Municipal Code.

"Plumbing Code" shall mean Chapter 15.20 of the Lancaster Municipal Code.

"Property Maintenance Code" shall mean Chapter 15.24 of the Lancaster Municipal Code.

"Residential Code" shall mean Chapter 15.09 of the Lancaster Municipal Code.

"Technical Codes" shall mean Chapters 15.08, 15.09, 15.10, 15.12, 15.16, 15.20, 15.22, 15.24, 15.28, 15.30, 15.32 and 15.34 of the Lancaster Municipal Code.

15.24.140 - General.

Section 202 of the International Property Maintenance Code is hereby amended by amending the definitions of "owner" and "person" and by adding the definition of "responsible person," as follows:

202 General definitions.

Owner. Any person having legal title to, or who leases, rents, occupies or has charge, control or possession of, any real property in the City, and/or the personal property thereon, including all persons shown as owners on the last equalized assessment roll of the Los Angeles County Assessor's Office. Owners include persons with powers of attorney, executors of estates, trustees, court-appointed administrators, conservators, guardians or receivers.

Person. Any individual, partnership of any kind, corporation, limited liability company, association, joint venture or other organization or entity, however, formed, as well as trustees, heirs, executors, administrators or assigns, or any combination of such persons. "Person" also includes any public entity or agency that acts as an owner in the City.

Responsible Person. Any person, whether as an owner as defined herein, or otherwise, that allows, causes, creates, maintains or permits a violation of this code, by any act or the omission of any act or duty. The actions or inactions of a responsible person's agent, employee, representative or contractor may be attributed to that responsible person.

15.24.150 - Weeds.

Section 302.4 of the International Property Maintenance Code is hereby amended to read as follows:

302.4 Weeds. All premises and exterior property shall be maintained free from weeds or plant growth in excess of six (6) inches. All noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants, and vegetation, other than trees or shrubs; however, this term shall not include cultivated flowers, fruits and/or vegetables.

15.24.160 - Insect screens.

Section 304.14 of the International Property Maintenance Code is hereby amended to read as follows:

304.14 Insect screens. Every door, window and other outside opening required for ventilation of habitable rooms, food preparation areas, food service areas or any areas where products to be included or utilized in food for human consumption are processed,

manufactured, packaged or stored shall be supplied with approved tightly fitting screens of minimum 16 mesh per inch (16 mesh per 25 mm), and every screen door used for insect control shall have a self-closing device in good working condition.

Exception: Screens shall not be required where other approved means, such as air curtains or insect-repellent fans, are employed.

15.24.170 - Heating and air conditioning facilities.

Section 602 of the International Property Maintenance Code is hereby amended to read as follows:

602 Heating and Air Conditioning Facilities

15.24.180 - Facilities required.

Section 602.1 of the International Property Maintenance Code is hereby amended to read as follows:

602.1 Facilities required. Heating and air conditioning facilities shall be provided in structures as required by this section.

15.24.190 - Residential occupancies.

Section 602.2.1 of the International Property Maintenance Code is hereby added as follows:

602.2.1 Residential occupancies. Dwellings shall be provided with air conditioning facilities at all times, capable of maintaining a maximum room temperature of 80°F in all habitable rooms.

15.24.200 - Heat and air conditioning supply.

Section 602.3 of the International Property Maintenance Code is hereby amended to read as follows:

602.3 Heat supply. Every owner and operator of any building who rents, leases or lets one or more dwelling units or sleeping units shall supply heat at all times to maintain a minimum temperature of 68° F (20° C) in all habitable rooms, bathrooms, and toilet rooms.

15.24.210 - Air conditioning supply.

Section 602.3.1 of the International Property Maintenance Code is hereby added as follows:

602.3.1 Air conditioning supply. Every owner and operator of any building who rents, leases or lets one or more dwelling units or sleeping units shall supply air conditioning at all times, to maintain a maximum temperature of 80° F in all habitable rooms,

15.24.220 - Occupiable workspaces.

Section 602.4 of the International Property Maintenance Code is hereby amended to read as follows:

602.4 Occupiable workspaces. Indoor occupiable work spaces shall be supplied with the heat at all times to maintain a minimum temperature of 65° F (18° C) during the period the spaces are occupied.

Exceptions:

1. Processing, storage and operation areas that require cooling or special temperature conditions.
2. Areas in which persons are primarily engaged in vigorous physical activities.

15.24.230 - Mechanical equipment.

Section 603.1 of the International Property Maintenance Code is hereby amended to read as follows:

603.1 Mechanical appliances All mechanical appliances, fireplaces, evaporative coolers, solid fuel-burning appliances, cooking appliances, and water heating appliances shall be properly installed and maintained in a safe working condition and shall be capable of performing the intended function.

Chapter 15.25 - USE OF PLACARDS

15.25.010 - Intent.

This chapter establishes standard placards to be used to indicate the condition of a structure and its suitability for continued occupancy following an earthquake or other emergency or natural disaster. The chapter further authorizes the building official and his or her authorized representatives to post the appropriate placard at each entry point to a building or structure upon completion of a safety assessment.

15.25.020 - Application of provisions.

The provisions of this chapter are applicable to all buildings and structures of all occupancies regulated by the City of Lancaster. The city council may extend the provisions as necessary.

15.25.030 - Definitions.

"Authorized safety evaluator" means an authorized city representative who is a certified post-disaster safety assessment program evaluator.

"Building official" means the building official of the City of Lancaster and/or his or her authorized designee.

"Code" means the Lancaster Municipal Code.

"Person" means and includes any individual, partnership, corporation, limited liability company, association or other organization or entity.

"Safety assessment" is a visual, non-destructive examination of a building or structure for the purpose of determining its condition and suitability for continued occupancy.

15.25.040 - Placards.

A. Three placards shall be used to designate the condition and permissible continued occupancy of buildings or structures, as follows:

1. "INSPECTED - Lawful Occupancy Permitted" shall be posted on any building or structure wherein no apparent structural hazard has been found. This placard is not intended to mean that there is no damage to the building or structure.
2. "RESTRICTED USE" shall be posted on each building or structure that has sustained damage such that occupancy must be limited, in the area and/or time, in order to protect life safety.

The authorized safety evaluator shall identify on the placard the type of damage observed, in general terms, and shall clearly and concisely identify the restrictions on continued occupancy.

3. "UNSAFE - Do Not Enter or Occupy" shall be posted on each building or structure that has been damaged such that continued occupancy poses a threat to life safety. A building or structure that has been posted with this placard shall not be entered, occupied or used at any time, for any purpose, without prior written authorization by the building official.

Authorized safety evaluators or other authorized designees of the building official shall be authorized to enter these buildings at any time. This placard is not to be used or considered as a demolition order.

The authorized safety evaluator shall identify on the placard and will note in general terms the type of damage observed.

B. This ordinance number, and the address and phone number of the Lancaster Building and Safety Division shall be permanently affixed to each placard.

15.25.050 - Enforcement.

City building inspectors, code enforcement officers, and Los Angeles County Sheriff's deputies are authorized to enforce the restrictions identified on a placard in any manner authorized by law, including but not limited to the abatement provisions set forth in Chapter 8.28 of this Code, to cause the premises to be vacated and secured to ensure conformance with the placard restrictions.

15.25.060 - Violations.

- A. It is unlawful for any person to enter, occupy or use a building or structure, or portion thereof, at a time or in a manner that does not conform to the restrictions identified on a placard, except as follows:
 - 1. A person may enter a building or structure, or portion thereof, with the prior written authorization of the building official. Such entry must be in full conformance with the restrictions set forth in the written authorization.
- B. It is unlawful for any person, other than the building official, to remove, alter, deface or cover a placard that has been posted on a building or structure.

Chapter 15.28 - ENERGY CODE

15.28.010 - California Energy Code provisions adopted by reference.

- A. That certain energy code known as the 2019 California Energy Code, including appendix 1-A, and appendix 1-B published by the International Conference of Building Officials, is hereby adopted by reference, and such code shall be and become the Lancaster Energy Code, regulating the construction, enlargement, alteration, repair, moving, conversion, use, occupancy and maintenance of all structures and certain equipment therein and providing penalties for violation of such codes.
- B. One copy of said 2016 California Energy Code has been deposited in the office of the Building Official and shall be at all times maintained by said Building Official for use and examination by the public.

Chapter 15.30 - HISTORICAL BUILDING CODE

15.30.010 - California Historical Building Code provisions adopted by reference.

- A. That certain historical building code known and designated as the 2019 California Historical Building Code, published by the International Conference of Building Officials, is hereby adopted by reference, and such code shall be and become the Lancaster Historical Building Code, regulating the enlargement, alteration, repair, moving, removal, demolition, conversion, occupancy, use, height, area and maintenance of all qualified historical structures and certain equipment therein and providing penalties for violation of such codes.
- B. One copy of said California Historical Building Code 2019 Edition has been deposited in the office of the Building Official and shall be at all times maintained by said Building Official for use and examination by the public.

Chapter 15.32 - FIRE CODE

15.32.010 - Los Angeles County Fire Code adopted by reference.

- A. That certain fire code known and designated as the 2020 County of Los Angeles Fire Code, incorporating by adoption the 2019 California Fire Code, including appendix B , appendix C , appendix J, appendix K, and appendix L, of the 2019 California Fire Code all published by the International Conference of Building Officials, as herein amended, is hereby adopted by reference and such code shall be and become the Lancaster Fire Code which prescribes regulations governing conditions hazardous to life and property from fire or explosion within the city.
- B. One copy of said County of Los Angeles Fire Code 2020 Edition has been deposited in the office of the Building Official and shall be at all times maintained by said Building Official for use and examination by the public.

15.32.020 - Board of appeals.

Section 103.1.4 of the Los Angeles County Fire Code, Appeals, is hereby deleted in its entirety and replaced with the following:

103.1.4 Appeals. Appeals shall be filed, scheduled and conducted in the manner set forth in Chapter 15.04 of the Lancaster Municipal Code.

15.32.030 - Definitions and abbreviations.

Article 2 of the Los Angeles County Fire Code, Definitions and Abbreviations, is hereby added or amended to whenever any of the names or terms defined in this section are used in this Code, and each such name or term shall be deemed and construed to have the meaning ascribed to be in this section as follows:

"Building Code" shall mean chapter 15.08 of the Lancaster Municipal Code.

"Building Official" shall mean the Building Official of the City of Lancaster.

"Garage" is a building or portion thereof in which a motor vehicle containing flammable or combustible liquids or gas in its tank or an electric vehicle with a rechargeable storage battery, fuel cell, photovoltaic array, or other sources of electric current is stored, repaired, charged (electric vehicle only) or kept.

"Garage, Private" is a building or portion of a building not more than 1,000 square feet in area in which a motor vehicle containing flammable or combustible liquids or gas in its tank or an electric vehicle with a rechargeable storage battery, fuel cell, photovoltaic array, or other sources of electric current is stored, repaired, charged (electric vehicle only) or kept.

"Governing Body" shall mean Lancaster City Council.

"Jurisdiction" shall mean the City of Lancaster.

"Mechanical Code" shall mean chapter 15.16 of the Lancaster Municipal Code.

"Plumbing Code" shall mean chapter 15.20 of the Lancaster Municipal Code.

15.32.040 - Obstruction of fire apparatus access roads.

Section 503.4 shall read as published in the 2019 California Fire Code without Los Angeles County amendments.

15.32.050 - Traffic calming devices.

Section 503.4.1 shall be deleted in its entirety.

Chapter 15.34 - GREEN BUILDING STANDARDS CODE

15.34.010 - California Green Building Standards Code provisions adopted by reference.

- A. That certain Green Building Standards Code known and designated as the 2019 California Green Building Standards Code, published by the International Conference of Building Officials, is hereby adopted by reference, and such codes shall be and become the Lancaster Green Building Standards Code, regulating the erection, construction, enlargement, alteration, repair, moving, removal, demolition, conversion, occupancy, use, height, area and maintenance of all structures and certain equipment therein and providing penalties for violation of such codes.
- B. One copy of said California Green Building Standards Code 2019 Edition has been deposited in the office of the Building Official and shall be at all times maintained by said Building Official for use and examination by the public.

Chapter 15.36 - EXISTING BUILDING CODE

15.36.010 - California Existing Building Code provisions adopted by reference.

- A. That certain existing building code is known and designated as the 2019 California Existing Building Code, incorporating by adoption the 2018 edition of the International Existing Building Code with necessary California amendments, all published by the International Conference of Building Officials, and as herein amended, are hereby adopted by reference, and such codes shall be and become the Lancaster Existing Building Code, regulating the erection, construction, enlargement, alteration, repair, moving, removal, demolition, conversion, occupancy, use, height, area and maintenance of all structures and certain equipment therein, and the grading of premises, and providing penalties for violation of such codes.
- B. One copy of said 2019 California Existing Building Code has been deposited in the office of the Building Official and shall be at all times maintained by said Building Official for use and examination by the public.

15.36.020 - Enforcement authority.

Section 103.1 of the Existing Building Code is hereby amended to read as follows:

103.1 Enforcement Authority. The Building Official of the City of Lancaster shall be the "code official" as defined in this chapter.

15.36.030 - Deputies.

Section 103.3 of the Existing Building Code is hereby amended to read as follows:

103.3 Deputies. Building inspectors, code enforcement officers, public safety officers and other City personnel designated by the City Manager and/or the Building Official are hereby appointed as deputies of the Building Official for purposes of enforcement of this chapter, and are authorized to undertake such investigation, inspection and enforcement actions as necessary to enforcement of this chapter.

15.36.040 - Permits—Expiration.

Section 105.5 of the Existing Building Code is hereby amended to read as follows:

105.5 Expiration. Except as set forth in subsection 105.5.1, every permit issued for property within the City of Lancaster shall expire by limitation and become null and void as follows:

- (i) If work authorized by such permit is not commenced within 180 days from the issuance date of the permit.
- (ii) If work authorized by such permit is commenced within 360 days from the issuance date of the permit, such permit shall expire by limitation and become null and void if the work authorized by such permit is suspended or abandoned. For purposes of this subsection, "suspended or abandoned" shall mean that the permittee has, for a period of 180 days or longer after commencing the work authorized by such permit, failed to make substantial progress toward completion of the work, as determined by the Building Official. Failure to schedule, undergo and/or pass a requisite interim or final inspection for a period of 360 days or longer since the issuance date of the permit or 180 days since the most recent interim inspection may be deemed to constitute a failure to make substantial progress toward completion of the work. The Building Official may, in his/her sole discretion, grant, in writing, one or more extensions of time, for periods, not more than 180 days each. The extension shall be requested in writing and justifiable cause demonstrated.
- (iii) In the event of permit expiration, before work authorized pursuant to the expired permit can be commenced or recommenced, a new permit shall first be obtained (hereafter, a

"renewal permit"). To obtain a renewal permit, the applicant may be required to resubmit plans and specifications, if deemed necessary by the Building Official and/or the City's Planning Director. The applicant must pay all applicable fees, including but not limited to a plan check fee and building permit fees, in the amount then established by resolution of the City Council. If renewal permits are applied for, a mandatory site inspection shall be performed by Building & Safety to determine that existing conditions and materials comport with this code. All work to be performed under a renewal permit must be performed in accordance with all applicable technical codes, regulations, laws, and ordinances in effect on the date of issuance of the renewal permit. Renewal permits are subject to expiration as set forth in (ii), above.

- (iv) In the event of permit expiration, any work performed under that permit is "unpermitted" as defined in Section 114.1 of this chapter, and is subject to the legalization provisions of section 114.5 of this chapter.

105.5.1 Expiration — Unpermitted structures or grading. Notwithstanding any provision of section 105.5, if a building permit was issued in order to bring an unpermitted structure, unpermitted grading, or other unlawful, substandard or hazardous condition into compliance with any applicable law, ordinance, rule or regulation, such permit shall expire by limitation and become null and void sixty (60) days after the issuance date of such permit, if the permittee has failed to make substantial progress toward completion of the work as determined by the Building Official. Failure to schedule, undergo and/or pass a requisite interim or final inspection for a period of 60 days since the issuance date of the permit or since the most recent interim inspection may be deemed to constitute a failure to make substantial progress toward completion of the work. The Building Official may, in his/her sole discretion, grant, in writing, one or more extensions of time, for periods, not more than 60 days each. The extension shall be requested in writing and justifiable cause demonstrated.

15.36.050 - Fees.

Section 108.2 of the Existing Building Code is hereby amended to read as follows:

108.2 Schedule of permit fees. On buildings, structures, electrical, gas, mechanical and plumbing systems or alterations requiring a permit, a fee for each permit shall be paid as required, in accordance with the schedule as adopted by resolution of the City Council of the City of Lancaster, as may be amended from time to time.

15.36.060 - Use and occupancy.

Section 110.1 of the Existing Building Code is hereby amended by adding a new subsection 110.1.1 to read as follows:

110.1.1 Use and occupancy — utilities. No building or portion thereof shall be occupied for any purpose in the absence of all requisite properly installed and fully functional permanent utilities. There shall be no exceptions without the express written consent of the Building Official. For purposes of this section, an off-grid energy system, as defined in Section 15.12.050 of the Lancaster Municipal Code, shall be deemed a permanent utility

provided the system complies with said Section 15.12.050 and with all off-grid development standards approved by the Building Official.

15.36.070 - Board of appeals.

Section 112 of the Existing Building Code is hereby deleted in its entirety and replaced with the following:

112 Appeals. Appeals of orders, decisions or determinations of the Building Official are limited to those enumerated in Chapter 15.04 of this code and shall be filed, scheduled and conducted in accordance with the provisions set forth in said Chapter 15.04.

15.36.080 - Violations—Unlawful acts.

Section 113.1 of the Existing Building Code is hereby amended to read as follows:

113.1 Unlawful acts. It shall be unlawful for any person, firm, or corporation to erect, construct, alter, extend, repair, move, remove, demolish, occupy or maintain any building, structure, equipment, installation or land regulated by the Technical Codes, or cause or permit the same to be done, in conflict with or in violation of any of the provisions of the Technical Codes.

113.1.1 Unpermitted structures. No person shall own, use, occupy or maintain an unpermitted structure. For purposes of this section, "unpermitted structure" shall be defined as any building or structure, or portion thereof, or any electrical, plumbing, mechanical or other installation or fixture, that was erected, constructed, enlarged, altered, repaired, moved, improved, removed, connected, installed, converted, demolished or equipped, at any point in time by any person, without the required permit(s) having first been obtained from the Building Official or with a valid permit as issued by the Building Official which subsequently expired and became null and void.

113.1.2 Unpermitted grading. No person shall own, use, occupy or maintain unpermitted grading. For purposes of this section, "unpermitted grading" shall be defined as any land which has been excavated, cut, filled, graded, compacted or terraced, at any point in time by any person, without the required permit(s) having first been obtained from the Building Official or with a valid permit as issued by the building which subsequently expired and became null and void.

15.36.090 - Violations—Violation penalties.

Section 113.4 of the Existing Building Code is hereby amended to read as follows:

113.4 Violation Penalties. Any person, firm or corporation who violates any provision of this chapter or any Technical Code, or fails to comply with any of the requirements thereof, or who erects, constructs, alters, repairs or maintains a building, structure, installation or equipment, or excavates, cuts, fills, grades, compacts or maintains land in violation of approved construction documents or directive of the Building Official, or of a permit or certificate issued under the provisions of this chapter or any Technical Code, shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be subject to the punishments set forth in Chapter 1.12 of the Lancaster Municipal Code.

15.36.100 - Violations—Legalizing procedures.

Section 113 of the Existing Building Code is hereby amended by adding subsection 113.5 to read as follows:

113.5 Procedure for legalizing unpermitted structures or grading. The procedures specified within subsections 113.5.1 through 113.5.6 shall be followed whenever an attempt is made to legalize an unpermitted structure or unpermitted grading.

113.5.1 Permits. Any person who wishes to legalize an unpermitted structure or unpermitted grading, as defined in Subsections 113.1.1 and 113.1.2, shall obtain all applicable permits. Unpermitted structures and grading shall comply with this chapter and all current Technical Code requirements and other required approvals pursuant to the Lancaster Municipal Code in order to be legalized. Permits obtained to legalize unpermitted structures or grading shall expire as set forth in Section 105.5.1 of this chapter.

113.5.2 Plans. Prior to the issuance or granting of any permit to legalize an unpermitted structure, plans showing the plot plan, exterior elevations, existing structures, proposed structures, and proposed finish materials shall be submitted to the Building Official and Planning Director, or their designees, for review and approval.

113.5.3 Grading. Prior to the issuance or granting of any permit to legalize unpermitted grading, a grading, and drainage plan showing the original grade and existing unpermitted grade on the premises the existing grade on adjoining properties, and a soils report shall be submitted to the Building Official for review and approval.

113.5.4 Inspections. Unpermitted structures or unpermitted grading for which a permit has subsequently been obtained shall be subject to inspection by the Building Official in accordance with, and in the manner prescribed in, this chapter and/or the applicable Technical Codes. The Building Official may require the removal of finish materials in order to expose framing elements, electrical components, plumbing fixtures or mechanical systems, or may require the removal of the fill, to verify that installation, construction or grading was performed in conformance with the Technical Codes.

113.5.5 Investigation. Whenever any work for which a permit is required by this code has commenced on land or in connection with any type of structure without first obtaining a said permit a special investigation shall be made before a permit may be issued for such work. For purposes of this section, "special investigation" shall include, but is not limited to, inspecting premises and structures, reviewing permit, license and other records of the City or other agencies, reviewing plans, taking photographs, engaging in conferences and communications with other officials of the City or other agencies, and engaging in conferences and communications with owners or other responsible persons concerning the unpermitted structure or grading.

113.5.5.1 Fee. A special investigation fee shall be paid prior to the issuance of a permit for an unpermitted structure or unpermitted grading. The fee shall be equal to the amount of time expended by City officials in undertaking the special investigation, as defined in Section 113.5.5, charged at the hourly rate that has been established by resolution of the City Council for recovery of code enforcement re-inspection fees, as may be amended from time to time. The payment of such investigation fee shall not exempt any person from compliance with all other provisions of this code nor from any penalty prescribed by law.

113.5.6 Unpermitted structures or grading which cannot be legalized. If the Development Services Director or his/her designee determines that the City's zoning regulations prohibit the legalization of any unpermitted structure, the structure shall be demolished or, if previously permitted, restored to its original approved condition, with all requisite permits, inspections, and approvals.

If the Building Official determines that an unpermitted structure cannot be made to conform to the current applicable Technical Code requirements, the structure shall be demolished or, if previously permitted, restored to its original approved condition, with all requisite permits, inspections, and approvals.

If the Building Official determines that unpermitted grading and/or lot drainage cannot be made to conform with current applicable Technical Code requirements, the land shall be fully restored to the condition that preceded the unpermitted grading, with all requisite permits, inspections, and approvals.

15.36.110 - Unsafe building and equipment—Notice.

Section 115 of the Existing Building Code is hereby amended by deleting subsections 115.3 and 115.4 and adding a new subsection 115.3 to read as follows:

115.3 Notices and orders. Whenever the code official determines that there has been a violation of this chapter or has grounds to believe that a violation has occurred, he/she may give notice in a manner that comports with the Lancaster Administrative Code, the Lancaster International Property Maintenance Code, Chapter 8.28 or other applicable provisions of the Lancaster Municipal Code, and/or the State Housing Law (commencing with Section 17910 of the California Health & Safety Code).

15.36.120 - Existing structures.

Chapter 3 of the Existing Building Code is hereby amended by adding section 324 to read as follows:

324 Repairs to buildings and structures damaged by the occurrence of a natural disaster or fire

324.1 Purpose. The purpose of this section is to provide a defined level of repair for buildings damaged by a natural disaster in the City of Lancaster when a formal state of

emergency has been proclaimed. This section shall also apply when an individual building has been damaged by fire or another disaster.

324.2 General. Required repair levels shall be based on the ratio of the estimated value of the repairs required to restore the structural members to their pre-event condition to the estimated replacement value of the building or structure.

324.3 Structural Repairs. When the damage ratio does not exceed 0.10 (10 percent), buildings and structures, except essential service facilities, shall at a minimum be restored to their pre-event condition.

When the damage ratio is greater than 0.10 (10 percent) but less than 0.5 (50 percent), buildings and structures, except essential service facilities, shall have the damaged structural members including all critical ties and connections associated with the damaged structural members, all structural members supported by the damaged member, and all structural members supporting the damaged members repaired and strengthened to bring them into compliance with the force levels and connection requirements of the Building Code. These criteria shall apply to essential service facilities when the damage ratio is less than 0.30 (30 percent).

Exception:

For buildings with rigid diaphragms where the above-required repair and strengthening increases the rigidity of the resisting members, the entire lateral-force-resisting system of the building shall be investigated. When, in the opinion of the Building Official, an unsafe or adverse condition has been created as a result of the increase in rigidity, the condition shall be corrected.

When the damage ratio is greater than 0.5 (50 percent), buildings and structures, except essential service facilities, shall at a minimum have the entire building or structure strengthened to comply with the force levels and connection requirements of the Building Code. These criteria shall apply to essential service facilities when the damage ratio is greater or equal to 0.3 (30 percent).

324.4 Nonstructural Repairs to Light Fixtures and Suspended Ceilings. Under all damage ratios, when light fixtures and the suspension system of suspended ceilings are damaged, the damaged light fixtures and ceiling suspension systems shall be repaired to fully comply with the requirements of this code. In buildings and structures where suspended ceiling systems are present, undamaged light fixtures and ceiling suspension systems shall have the additional support and bracing, provided that is required in this code.

Chapter 15.38 - REFERENCED STANDARDS CODE

15.38.010 - California Referenced Standards Code provisions adopted by reference.

- A. That certain referenced standards code known and designated as the 2019 California Referenced Standards Code, published by the International Conference of Building Officials, is hereby adopted by reference, and such codes shall be and become the Lancaster Referenced Standards Code, regulating the erection, construction, enlargement, alteration, repair, moving, removal, demolition, conversion, occupancy, use, height, area and maintenance of all structures and certain equipment therein and providing penalties for violation of such codes.
- B. One copy of said California Referenced Standards Code 2019 Edition has been deposited in the office of the Building Official and shall be at all times maintained by said Building Official for use and examination by the public.

Chapter 15.40 - BUILDING NUMBERS

Article 1. - Numbering System

15.40.010 - Adoption by reference of the county house numbering and Mobilehome numbering system.

The house numbering and mobile home numbering system ordinance of the county of Los Angeles, known as Ordinance No. 1325, is adopted by reference. All references to the county of Los Angeles and the county engineer have been replaced, respectively, with references to the city of Lancaster and the public works director of the city.

15.40.020 - General provisions.

Unless the provision or the context otherwise requires, the general provisions, rules of construction, and definitions in this and the following sections shall govern the construction of this chapter.

15.40.030 - Definitions.

As used in this chapter:

"Board" means the city council of the city of Lancaster.

"City" means the city of Lancaster.

"Mobilehome" means a vehicle designed and equipped for human habitation, and for being drawn by a motor vehicle.

"Mobilehome park" means any area or tract of land where:

1. One or more mobile home lots are rented or leased or held out for rent or lease to accommodate mobile homes used for human habitation; or
2. Two or more mobile home lots are in the lawful possession of separate persons and are used by such persons to accommodate mobile homes used for human habitation.

"Public works director" means the public works director of the city of Lancaster.

"Road" means and includes both a city highway and a private street, road or access way.

"Section" means a section of this chapter unless some other ordinance or a statute is specifically mentioned.

Shall, May. Shall is mandatory. May is permissive.

Singular includes the plural and the plural the singular.

15.40.040 - Division of city into districts.

The public works director shall divide the city into one or more districts in order that he may, whenever requested to do so by the city council, establish numbers to be allotted along any road in any part of the city.

15.40.050 - Establishment of house numbers.

The public works director, whenever so requested by the board, shall establish the house numbers along any road in the city and the numbers so established, when adopted and approved by the board, shall be the official numbers for such road.

15.40.060 - Mobile home parks.

- A. Filing Plans. Prior to March 1, 1974, or not less than thirty (30) days after the establishment of a mobile home park, whichever last occurs, the owner or proprietor of a mobile home park shall file with the public works director a plan (which may be a rough plan not drawn to scale) showing:
 1. The mobile home lots including dimensions thereof;
 2. The access ways thereto including dimensions, angles, and radii required to reconstruct the configuration of such access way;
 3. The names or numbers of the access ways;
 4. The number assigned to each mobile home lot;
- B. Mobile home Numbers. On each access way odd numbers in consecutive order shall be assigned on one side and even numbers in consecutive order shall be assigned on the other side. Mobile home parks completed and operative as of April 6, 1981, shall not be required to modify existing systems.
- C. Action by Public Works Director. Upon receipt of the plan provided for by this chapter, the public works director shall examine the same and determine whether or not the proposed numbering of the mobile home lots will facilitate the finding of the occupants of the mobile homes parked thereon, whether the names of the access ways will duplicate the names of nearby roads or other access ways to such an extent as to cause confusion. He may make such changes in the plan as he finds necessary in order that the location of the occupants of the mobile home park may be ascertained. He shall return the plan as submitted or as amended by him as the case may be showing his approval of the plan to the owner or proprietor of the mobile home park.
- D. Compliance with Plan. Within ten (10) days after receiving the approved plan from the public works director, the owner or proprietor of the mobile home park shall post legible

signs in letters or figures not less than three inches in height at the end of, and at each intersection of, the access ways showing the names or numbers thereof and either place the number assigned to each mobile home in such a position on the mobile home to be plainly visible from the access way, such number to be not less than four inches in height, or notify in writing the occupant of each mobile home to do so. Such number shall be of sufficient color contrasting with the background to make the signs, letters or figures clearly identifiable during daylight or hours of darkness.

E. General Regulations. The owner or proprietor of a mobile home park shall:

1. Post at the entrance thereof a central directory which shall show the layout of the access ways and the numbering system of the mobile home park;
2. Affix on the mobile home, house, or other structure occupied by the manager of the mobile home park in such a position as to be clearly visible from the access way, a sign in letters not less than four inches in height, reading "Office," "Manager" or some other word indicating the same.

15.40.070 - Notification of, and duty of, occupants.

A. Notification by Public Works Director. The public works director shall notify all owners of property or persons in possession of property along any road upon which official numbers have been established pursuant to Sections 15.40.050 and 15.40.060 of this chapter, of the numbers so assigned.

If the public works director finds that no number has been affixed to any mobile home in a mobile home park for which a number has been assigned by an approved plan or that the number affixed is not the number so assigned, he shall so notify the occupant of such mobile home of the number assigned thereto.

B. Duties of Owners and Occupants. Within ten (10) days after the owner or occupant of any property along a road for which official numbers have been assigned or the occupant of any mobile home for which a number has been assigned has been notified as required by this chapter of the number so assigned he shall:

1. Remove any existing number which is not the number assigned;
2. Place the number assigned in digits not less than four inches in height upon the property, residence, structure or mobile home in such a position and in contrasting color as to be plainly visible from the road or access way.

15.40.080 - Apartment house plans, posting of plans.

The owner or proprietor of an apartment house consisting of six or more dwelling units shall post at or near the primary entrance to the building or buildings a brief descriptive diagram which clearly indicates the numerical, alphabetical or identification pattern or layout showing the location of each dwelling unit, including floor levels and access patterns.

15.40.090 - Design specifications for numbers on buildings.

All apartment houses, commercial buildings, industrial buildings, and all businesses shall have address numbers eight inches in height on a contrasting background.

15.40.100 - Applicability.

These provisions shall be applicable to all new buildings, all changes of occupancies, all new tenant improvements, and new business.

15.40.110 - Violation—Penalty.

Any person, firm or corporation who shall violate, neglect, or refuse to comply with any of the provisions of this chapter shall be guilty of a misdemeanor, and upon conviction thereof, shall be fined not less than ten dollars (\$10.00) nor more than thirty dollars (\$30.00), or by imprisonment in the county jail for not less than ten (10) days nor more than thirty (30) days, or by both such fine and imprisonment.

Article 2. - Number Painting

15.40.120 - Painting of house numbers.

All persons, firms and corporations engaged in the painting of house numbers on street curbs in the city shall comply with the provisions of this article.

15.40.130 - License required.

Except as otherwise provided herein, it shall be unlawful for any person, firm or corporation to engage in the painting of house numbers on street curbs in the city without first having obtained a business license pursuant to Chapter 5.04 of the Lancaster Municipal Code.

15.40.140 - Paint requirements.

Persons, firms and corporations engaged in the painting of house numbers pursuant to this article shall use a paint acceptable to and approved by the code enforcement division of the city's community development department. Prior to painting house numbers, the person, firm or corporation shall submit a sample of his/her/its paint, or a receipt therefor, to the code enforcement division of the city's community development department.

15.40.150 - Numbering specifications.

All house numbering pursuant to this Article shall conform to the house numbering maps maintained by the city engineer. House numbers shall be painted in black on a white background and shall be preferably four inches in height but in no event less than three inches in height. Persons, firms and corporations engaged in the painting of house numbers pursuant to this article shall submit stencils to the code enforcement division of the city's

community development department for review and approval prior to engaging in any house number painting.

15.40.160 - Property owner permission required.

Prior to painting the number for a house, the person, firm or corporation engaged in the painting shall obtain the express written consent of the property owner on a form approved by the city.

15.40.170 - Areas of operation.

Persons, firms and corporations engaged in the painting of house numbers on street curbs shall keep the city continually apprised of the dates and locations of his/her/its proposed operations and shall obtain the prior approval of the city before conducting painting operations in a particular area.

15.40.180 - Advertising materials.

All advertising materials and solicitations for house number painting shall indicate the price of the number painting service, or in the case of nonprofit entities the amount of the requested donation, and shall clearly state that the painting of house numbers on street curbs is not required by the city. Persons, firms and corporations engaged in the painting of house numbers on street curbs shall submit samples of all advertising materials and solicitations to the code enforcement division of the city's community development department for approval prior to use.

15.40.190 - Insurance.

Persons, firms and corporations engaged in the painting of house numbers pursuant to this article shall obtain insurance as required by the city and shall provide proof of such insurance to the code enforcement division of the city's community development department prior to undertaking the painting of any house numbers hereunder.

Chapter 15.44 - CLEARING PERMITS

15.44.010 - Clearing permit.

A person shall not clear or grub any lot exceeding one-half acre within the city without first obtaining a clearing permit from the city. No such permit shall be required in the event that a grading permit has been issued with respect to the property.

15.44.020 - Findings and decision.

An application for a clearing permit shall not be approved unless the building and engineering services department of the city determines that the proposed development will not result in significant blowing dust or erosion of topsoil.

15.44.030 - Violation—Penalty.

A person violating any provision of this chapter shall be guilty of a misdemeanor. Conviction shall be punishable in accordance with Chapter 1.12 of this code or an order to restore the native vegetation removed in violation of this chapter or the denial of a clearing permit from the city for a period of five years from the date of conviction or any combination of the penalties herein. Exception: A person shall be exempt from this section in the event they are required to remove vegetation at the request of the Los Angeles County fire department, flood control district or any other governmental agency.

Chapter 15.45 - SMALL RESIDENTIAL ROOFTOP SOLAR ENERGY SYSTEMS

15.45.010 - Title and Purpose.

The purpose of the Small Residential Rooftop Solar Energy System Ordinance, from which this chapter is derived, is to adopt an expedited, streamlined solar permitting process that complies with the Solar Rights Act and AB 2188 (Chapter 521, Statutes 2014) to achieve timely and cost-effective installations of small residential rooftop solar energy systems. This chapter encourages the use of solar systems by removing unreasonable barriers, minimizing costs to property owners and the City, and expanding the ability of property owners to install solar energy systems. This chapter allows the City to achieve these goals while protecting public health and safety.

15.45.020 - Definitions.

The following words and phrases as used in this section are defined as follows:

"Electronic submittal" means the utilization of one (1) or more of the following:

1. E-mail
2. Internet
3. Facsimile

"Small residential rooftop solar energy system" means all of the following:

1. A solar energy system that is no larger than ten (10) kilowatts alternating current nameplate rating or thirty (30) kilowatts thermal.
2. A solar energy system that conforms to all applicable state fire, structural, electrical, and other building codes as adopted or amended by the City and paragraph (iii) of subdivision (c) of Section 714 of the Civil Code, as such section or subdivision may be amended, renumbered, or re-designated from time to time.
3. A solar energy system that is installed on a single or duplex family dwelling.

4. A solar panel or module array that does not exceed the maximum legal building height as defined by the authority having jurisdiction.

"Solar energy system" has the same meaning set forth in paragraphs (1) and (2) of

subdivision (a) of Section 801.5 of the Civil Code, as such section or subdivision may be amended, renumbered, or re-designated from time to time.

15.45.030 - Duties of the Building Official.

- A. Section 65850.5 of the California Government Code provides that in developing an expedited permitting process, the city, county, or city and county shall adopt a checklist of all requirements with which small rooftop solar energy systems shall comply to be eligible for expedited review. The building official is hereby authorized and directed to develop and adopt such a checklist.
- B. The checklist shall be published on the city's internet website. The applicant may submit the permit application and associated documentation to the City's building official by personal, mailed, or electronic submittal together with any required permit processing and inspection fees.

15.45.040 - Permit Review and Inspection Requirements.

- A. Prior to submitting an application, the applicant shall:
 1. Verify to the applicant's reasonable satisfaction through the use of standard engineering evaluation techniques that the support structure for the small residential rooftop solar energy system is stable and adequate to transfer all wind, seismic, and dead and live loads associated with the system to the building foundation; and
 2. At the applicant's cost, verify to the applicant's reasonable satisfaction using standard electrical inspection techniques that the existing electrical system including existing line, load, ground, and bonding wiring as well as main panel and subpanel sizes are adequately sized, based on the existing electrical system's current use, to carry all new photovoltaic electrical loads.
- B. For a small residential rooftop solar energy system eligible for expedited review, only one (1) inspection shall be required, which shall be done in a timely manner. If a small residential rooftop solar energy system fails inspection, a subsequent inspection is authorized; however, the subsequent inspection need not conform to the requirements of this subsection.
- C. An application that satisfies the information requirements in the checklist, as determined by the building official, shall be deemed complete. Upon receipt of an incomplete application, the building official shall issue a written correction notice detailing all deficiencies in the application and any additional information required to be eligible for expedited permit issuance.
- D. Upon confirmation by the building official of the application and supporting documentation being complete and meeting the requirements of the checklist, the building official shall

administratively approve the application and issue all required permits or authorizations. Such approval does not authorize an applicant to connect the small residential rooftop energy system to the local utility provider's electricity grid. The applicant is responsible for obtaining such approval or permission from the local utility provider.

Chapter 15.46 - ELECTRIC VEHICLE CHARGING STATIONS

15.46.010 - Title and Purpose.

The purpose of this chapter is to promote and encourage the use of electric vehicles, in accordance with California Government Code Section 65850.7, by creating an expedited, streamlined permitting process for electric vehicle charging stations, while promoting public health and safety and preventing specific adverse impacts on the installation and use of such charging stations.

15.46.020 - Definitions.

- A. "Electric vehicle charging station" or "charging station" means any level of electric vehicle supply equipment station that is designed and built-in compliance with Article 625 of the California Electrical Code, as it reads on the effective date of this chapter, and delivers electricity from a source outside an electric vehicle into a plug-in electric vehicle.
- B. "Specific, adverse impact" means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified, and written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete.
- C. "Electronic submittal" means the utilization of one or more of the following:
 - 1. Electronic mail or email.
 - 2. The Internet.
 - 3. Facsimile.

15.46.030 - Duties of the Building Official.

Consistent with Government Code Section 65850.7, the building official shall:

- A. Implement an expedited, streamlined permitting process for electric vehicle charging stations;
- B. Adopt a checklist of all requirements with which electric vehicle charging stations shall comply with in order to be eligible for expedited review, which shall be based on the "Plug-In Electric Vehicle Infrastructure Permitting Checklist" of the "Zero-Emission Vehicles in California: Community Readiness Guidebook" of the Governor's Office of Planning and Research;
- C. Ensure that the expedited, streamlined permitting process and checklist shall be published on the city's website.

15.46.040 - Permit Review and Inspection Requirements.

- A. Prior to submitting an application for processing, the applicant shall verify that the installation of an electric vehicle charging station will not have specific, adverse impacts to public health and safety and building occupants. Verification by the applicant includes but is not limited to: electrical system capacity and loads; electrical system wiring, bonding, and overcurrent protection; building infrastructure affected by charging station equipment and associated conduits; areas of charging station equipment and vehicle parking. Upon filing the application, the applicant shall pay a permit application fee as established by resolution adopted by the city council as amended from time to time.

- B. A permit application that satisfies the information requirements in the City's adopted checklist shall be deemed complete and be promptly processed. Upon confirmation by the building official that the permit application and supporting documents meet the requirements of the city adopted checklist, and is consistent with all applicable laws and health and safety standards, the building official shall, consistent with Government Code Section 65850.7, approve the application and issue all necessary permits. Such approval does not authorize an applicant to energize or utilize the electric vehicle charging station until final inspection and approval of the installation of the station have been granted by the city. If the building official determines that the permit application is incomplete, he or she shall issue a written correction notice to the applicant, detailing all deficiencies in the application and any additional information required to be eligible for expedited permit issuance.

- C. If the building official makes a finding based on substantial evidence that the electric vehicle charging station could have a specific adverse impact upon the public health or safety, as defined in this chapter, the city may require the applicant to apply for a use permit.

- D. Consistent with Government Code Section 65850.7, the building official shall allow for electronic submittal of permit applications covered by this section and associated supporting documentation. In accepting such permit applications, the building official shall also accept electronic signatures on all forms, applications, and other documentation in lieu of a wet signature by any applicant.

15.46.050 - Electric Vehicle Charging Station Installation Requirements.

- A. Electric vehicle charging station equipment shall meet the requirements of the California Electrical Code, the Society of Automotive Engineers, the National Electrical Manufacturers Association, and accredited testing laboratories, such as Underwriters Laboratories, and rules of the public utilities commission or a municipal electric utility company regarding safety and reliability.

- B. Installation of electric vehicle charging stations and associated wiring, bonding, disconnecting means and overcurrent protective devices shall meet the requirements of Article 625 and all applicable provisions of the California Electrical Code.

- C. Installation of electric vehicle charging stations shall be incorporated into the load calculations of all new or existing electrical services and shall meet the requirements of the California Electrical Code. Electric vehicle charging equipment shall be considered a continuous load.
- D. Anchorage of either floor-mounted or wall-mounted electric vehicle charging stations shall meet the requirements of the California Building or Residential Code as applicable per occupancy, and the provisions of the manufacturer's installation instructions. Mounting of charging stations shall not adversely affect building elements.

Chapter 15.52 - FLOOD CONTROL

15.52.010 - Adoption by reference of county regulations.

Except as hereinafter provided, Ordinance No. 1549 and Ordinance No. 5468, as amended and in effect on February 21, 1978, of the county of Los Angeles, being the "Interference with Flood Control Works" Ordinances of the county of Los Angeles are adopted by reference as the "Interference with Flood Control Works" Ordinances of the city of Lancaster.

15.52.020 - Public record.

Three copies of said Ordinance No. 1549 and Ordinance No. 5468 of the county of Los Angeles, as amended and in effect on February 21, 1978, have been deposited in the office of the city clerk of the city of Lancaster, and shall be at all times maintained by said clerk for use and examination by the public.

15.52.030 - Definitions.

Whenever any of the following names or terms are used in said Ordinance No. 1549 of Ordinance No. 5468 of the county of Los Angeles, as amended, each name or term shall be deemed or construed to have the meaning ascribed to it in this section as follows:

"Board of supervisors" means the city council of the city of Lancaster.

"Chief engineer" means the city engineer of the city of Lancaster.

"County" or "county of Los Angeles" or "unincorporated area" means the city of Lancaster.

15.52.040 - Violation—Penalty.

Any person, firm or corporation violating any of the provisions of this chapter shall be guilty of a misdemeanor and upon conviction thereof shall be punishable by a fine of not more than one thousand dollars (\$1,000.00) or by imprisonment in the county jail for a period of not more than six months, or by both such fine and imprisonment. Each person, firm or corporation violating any of the provisions of this chapter shall be deemed guilty of a separate offense for each day or portion thereof during which such violation continues and shall be punishable therefor as herein provided.

Chapter 15.64 - DEVELOPMENT IMPACT FEES

15.64.010 - Purpose and intent.

The city council of the city finds that new development of land within the city imposes increased demands on the city's capital improvements and operational service requirements. This chapter establishes the urban structure program for the adoption and administration of development impact fees by the city for the benefit of the citizens whereby as a condition to the issuance of a building permit by the city the property owner or land developer will be required to pay development impact fees or provide other consideration to the city for the purpose of defraying the costs of public expenditures for capital improvements and operational services which will benefit such new development. The development impact fees established herein shall be imposed in an amount based upon a unit of measurement, including but not limited to, the gross square footage, number of acres, number of lane miles, number of residential dwelling units, or some similarly fair and reasonable basis in order to finance such capital improvement and operational services, the demand for which is generated by new development in the city. New development impact fees shall not exceed the cost of providing capital improvements and operational services for which the need is attributable to those development projects that pay the fees.

15.64.020 - Definitions.

Unless the context shall require otherwise, the definitions set forth in this section shall apply to the following terms as used in this chapter:

"Building permit" means the permit required for new construction and additions pursuant to this title. The term "building permit," as used herein, shall not be deemed to include permits required for remodeling, rehabilitation, or other improvements to an existing structure or rebuilding a damaged or destroyed structure, provided there is no increase in gross floor area

of commercial or industrial development or in the number of dwelling units in residential developments resulting therefrom.

"Capital improvements" means any and/or all of the public facilities and infrastructure improvements including the acquisition of land, design, and construction, equipping and installing, and related capital costs which are to be financed in whole or in part by the imposition of development impact fees.

"Capital improvements program" means the city's annually updated program indicating the approximate location, size, time schedule and estimates of cost for public facilities and improvements.

"City" means the City of Lancaster.

"Commercial development" means any development designated or intended to be occupied or used for retail commercial, nonretail commercial, general business or other commercial purposes, including sleeping rooms in hotels and motels with or without kitchens or kitchen facilities. It does not mean repair or replacement of a commercial building which has been accidentally damaged or destroyed by natural causes or human activity provided there is no increase in the floor area of the building.

"Council" means the city council of the city.

"Department" means the community development department of the city.

"Development" or "development project" means any man-made change to improved or unimproved real property, the use of any principal structure or land, or any other activity that requires the issuance of a building permit.

"Development impact fees" means any monetary exaction, other than a tax or special assessment, which is charged to an applicant in connection with approval of a development project for the purpose of defraying all or a portion of the cost of capital improvements and operational services related to the development project, subject to the exceptions set forth in California Government Code Section 66000 et seq.

"Industrial development" means any development designed or intended for manufacturing, processing, research, warehousing or similar uses. It does not mean repair or replacement of an industrial building which has been accidentally damaged or destroyed by natural causes or human activity provided there is no increase in the floor area of the building.

"Operational services" means public services and maintenance which are to be financed in whole or in part by the imposition of development impact fees.

"Report" means the Urban Structure Documentation Report of the Urban Structure Program which the city council approved on March 1, 1993, and as amended on August 24, 1999, pursuant to the provisions of California Government Code Section 66000 et seq., which report is on file with the city clerk of the city.

"Residential development" means any development consisting of dwelling units as defined in Title 17. It does not mean:

1. Any addition to an existing single-family home; or

2. Repair or replacement of a residential building which has been accidentally damaged or destroyed by natural causes or human activity provided there is no increase in the number of dwelling units; or
3. New construction of a single-family dwelling unit on a lot or parcel of land with an area of not less than two acres which was created prior to the adoption of the ordinance codified in this chapter.

15.64.030 - Development impact fees.

In order to implement the goals, objectives, policies and specific actions of the general plan of the city, the capital improvement program and the city's annually adopted budget; to protect the health, safety and general welfare of the city's population; to mitigate impacts of new development on the level of service capacity in existing facilities; and to ensure that the burdens of financing capital improvements and operational services are borne by the development projects benefited thereby, and except as otherwise expressly set forth elsewhere in this municipal code, every person constructing any new residential, commercial or industrial development shall pay to the city prior to issuance by the city of a building permit the development impact fees set forth hereinbelow and such other development impact fees as the city council may adopt by resolution or ordinance as necessary and appropriate from time to time.

15.64.040 - Street improvements fee.

- A. To mitigate the additional traffic burdens created by new development to the city's arterial and collector street system, a street improvements fee will be imposed on all new development in the city to finance the costs of street improvements, including acquisition, widening and reconstruction, street landscaping, intersection improvements, and freeway interchange improvements.
- B. The city manager may authorize the deferred payment of the nonresidential traffic impact fees required by this Section 15.64.040 if the city manager determines that development complies with all requirements for such deferred payments as set forth in Chapter 15.77 of this Title 15.

15.64.050 - Traffic signalization fee.

- A. To mitigate additional burdens created by new development to the city's traffic problems beyond the financial ability of the city to control, a traffic signalization fee will be imposed on all new development in the city to finance the costs of traffic signalization improvements.
- B. The city manager may authorize the deferred payment of the nonresidential traffic signalization fee required by this Section 15.64.050 if the city manager determines that development complies with all requirements for such deferred payments as set forth in Chapter 15.77 of this Title 15.

15.64.060 - Drainage/flood control improvements fee.

- A. In order to implement the goals, objectives, policies and specific actions of the Lancaster general plan and the city's master plan of drainage, and to mitigate the stormwater runoff impacts caused by new development, a drainage/flood control improvements fee will be imposed on all new development in the city pursuant to Article II of Chapter 13.04.
- B. The city manager may authorize the deferred payment of the nonresidential drainage fees required by this Section 15.64.060 if the city manager determines that development complies with all requirements for such deferred payment that are set forth in Chapter 15.77 of this Title 15

15.64.070 - Water improvements fee.

To serve new development with adequate supplies of potable water, a water improvements fee will be imposed on all new development in the city. The water improvements fee shall provide funding of capital improvements, including pump stations, water reservoir facilities, wells, treatment facilities, water lines, and other related improvements to ensure a continuing supply of potable water.

15.64.080 - Sewage treatment improvements fee.

To mitigate additional burdens placed on the city's existing sewage treatment systems created by new development, a sewage treatment improvements Fee will be imposed on all new development in the city to pay for the development's fair share of the cost of certain capital improvements. The sewage treatment improvements fee shall provide funding for land acquisition design and construction of sewage treatment plant improvement and expansions, wastewater interceptors, and other related improvements.

15.64.090 - Park acquisition fee.

To mitigate the impacts of new residential development on the availability of open space land and park and recreational facilities, a park acquisition fee will be imposed on all new residential development in the city.

15.64.100 - Park development fee.

To mitigate the impacts of new residential development on the availability of open space land and park and recreational facilities, a park development fee will be imposed on all new

residential development in the city. The park development fee shall provide funds for the development of park, recreation and arts facilities.

15.64.110 - Administrative offices fee.

To mitigate the burdens and increased demand for providing administrative facilities needed to serve new development and to support the well-being and general welfare of the city's residents and businesses, an administrative offices fee will be imposed on all new development in the city. The administrative offices' fee shall be used to finance land acquisition, design, construction, equipping and related capital costs for administrative facilities.

15.64.120 - Corporate yard facilities fee.

To mitigate the burdens and increased demand for governmental services created by new development and to provide adequate public services and support to the city's growing population. a corporate yard facilities fee will be imposed on all new development in the city. The corporate yard facilities fee shall be used to finance land acquisition, design, construction, equipping and related capital costs for municipal storage and equipment repair facilities.

15.64.130 - Sheriff's substation facilities fee.

To provide adequate public services and to protect the safety, well-being and general welfare of the city's growing population, a sheriff's substation facilities fee will be imposed on all new development in the city. The sheriff's substation facilities fee shall be used to finance land acquisition, design, construction, equipping and related capital costs for sheriff substation facilities.

15.64.140 - Library facilities fee.

To provide adequate public services and to support the well-being and general welfare of the city's growing population, a library facilities fee will be imposed on all new development in the city. The library facilities fee shall be used to finance land acquisition, design, construction, equipping and related capital costs for local library facilities.

15.64.150 - Service and maintenance operations fee.

To provide adequate public services and to support the well-being and general welfare of the city's growing population. a service and maintenance operations fee will be imposed on all new development in the city. The service and maintenance operations fee shall be used to finance the annual costs for providing service and maintenance of and to infrastructure and facilities.

15.64.160 - Resolution establishing the amount of development impact fees.

The city council shall by resolution establish and periodically adjust the amount of the development impact fees specified in this chapter, which resolution(s) shall be consistent with the requirements of Assembly Bill 1600 (Chapter 927 Statutes 1989) as set forth in California Government Code Section 66000, et seq. and shall include the following:

- A. Identify the purpose of the fee;
- B. Identify the use to which the fee will be put;
- C. Determine how there is a reasonable relationship between the fee's use and the type of development project on which the fee is imposed;
- D. Determine how there is a reasonable relationship between the need for the public facility and the type of development project on which the fee is imposed; and
- E. Determine how there is a reasonable relationship between the specific amount of the fee imposed on a development project and the cost of the needed public facilities attributable to that development project.

15.64.170 - Determination of fees.

Upon the receipt by the department of an informal request or of an application by a property owner or land developer for any development action, the department shall determine and give written notice to the property owner or land developer of the applicability of this chapter to said development, the amount, if any, of developable land to which such approval relates and the amount of the fee(s) payable pursuant to the resolution(s) adopted pursuant to Section 15.64.160, which may be expressed in terms of a formula. The department need not give written notice to the property owner or land developer for informal requests or in the event that it determines that no fee relating to such development is payable pursuant to this chapter and the resolution(s).

15.64.180 - Payment of fees.

After the adoption by the city council of a resolution establishing the amounts of the development impact fees, no building permit shall be issued and no development shall be permitted on any land within the city unless and until the development impact fees relating to such development and established by the resolution(s) adopted pursuant to Section 15.64.160 has been paid unless a determination has been made by the department that no fee is payable pursuant to this chapter. Development impact fees payable in connection with mobile home park development shall be paid by the property owner or land developer prior to issuance by the city of off-site improvement permits. With respect to residential developments, the requirement that a property owner or land developer pay the development

impact fees prior to the issuance of a building permit is imposed pursuant to Government Code Section 66007(b).

15.64.190 - Delinquency, penalty, and interest.

If the construction of any residential, commercial or industrial development is commenced without payment of the applicable development impact fees herein set forth and without obtaining a building permit therefor, such fees shall become delinquent at the time such construction is commenced. There shall be added to such delinquent fees a penalty of twenty-five (25) percent, which shall thereupon become payable. The fees and penalty shall bear interest at the rate of 0.833 percent per month or portion thereof until paid, but in no event shall such interest exceed the maximum rate of interest permitted by law. Such action shall also be subject to payment of building permit fees and penalties as established by the city council.

15.64.200 - Administration of development impact fees.

All of the fees collected pursuant to this chapter shall be deposited into separate specific amounts for capital improvements and operational services of the city. These funds and any interest earnings thereon shall be used solely for the purposes specified for funds of such account and solely for the financing of capital improvements and operational services or to reimburse the city for capital improvements and operational services funded or constructed in whole or in part by the city.

15.64.210 - Consideration in lieu of fees— Credits.

- A. The provision of Sections 15.64.030 and 15.64.170 to the contrary notwithstanding, upon application by a property owner or land developer, the city council may accept consideration in lieu of the development impact fees required pursuant to this chapter, provided:
 - 1. The city council, upon recommendation of the city staff, finds that the substitute consideration proposed has a value equal to or greater than such fee; and
 - 2. The substitute consideration is in a form acceptable to the city council.
- B. A property owner or land developer may elect to construct capital improvement(s). If the property owner or land developer elects to construct such improvement(s), the property owner or land developer must enter into an agreement with the city prior to issuance of any building permit by the city. The agreement must establish the estimated cost of the improvement(s), the schedule for initiation and completion of the improvement(s), a requirement that the improvement(s) be completed to city standards, and such other terms and conditions as deemed necessary by the city.
- C. A property owner, land developer, commercial or industrial enterprise may be entitled to a waiver, reduction, or deferral in the street improvement fees established in Section 15.64.040, the traffic signalization fees established in Section 15.64.050 and the drainage/flood control improvement fees established in Section 15.64.060 if the city

manager determines that a development will contribute a significant amount of sales tax to the city, will create a substantial number of jobs, or will enhance the city's quality of life or produce other desirable benefits to the community, commercial or industrial enterprise.

15.64.220 - Development impact fee nonexclusive.

The development impact fees established herein are additional and supplemental to, and not in substitution of, any other requirements imposed by the city on the development of land or the issuance of building permits. The development impact fee(s) are intended to be consistent with and to further the goals, objectives, policies and specific actions of the general plan of the city; the report; and other city policies, ordinances and resolutions by which the city seeks to ensure the provision of public facilities and services in conjunction with the development of land. In no event shall a property owner or land developer be obligated to pay for capital improvements and operational services in an amount in excess of the amount calculated pursuant to this chapter and the resolution(s) adopted pursuant to Section 15.64.160; provided, however, a property owner or land developer may be required to pay, pursuant to city ordinances, regulations or policies for other public facilities and services, including, without limitation, subdivision improvements and other fees associated with development.

15.64.230 - Appeals.

- A. If the property owner or land developer for any development project feels that the development impact fee(s) assessed to his or her development do not accurately reflect the project's fiscal impacts, the property owner or land developer may, at his or her own expense, undertake an independent financial analysis of the development project, per the requirements of the "Guidelines For Independent Analysis" contained within the report. Such financial analysis shall be submitted to the department for review. The department may recommend the original development impact fee(s), as derived by the urban structure program model established by the report, is accurate and will apply to the project; the independent analysis and estimate of the development impact fee(s) are accurate and will apply to the project; a negotiated estimate of the development impact fee(s) is agreed upon to apply to the project; or that additional information and further study is required from the property owner or land developer. Any property owner or land developer aggrieved by the determinations of the department hereunder may appeal said determinations pursuant to the uniform appeal procedure set forth in Chapter 2.44.
- B. If the city council finds and determines that the amount of the development impact fee(s) deposited exceeds the amount of the development impact fee(s) required by the development project, the difference shall be reimbursed to the property owner or the land developer.

- C. If the notice of appeal is accompanied by a cash deposit in an amount equal to the development impact fee(s) due as calculated by the department, the chief building official shall issue the building permit. The filing of an appeal shall not stay the collection of the development impact fee(s).

Chapter 15.66 - BIOLOGICAL IMPACT FEE

15.66.010 - Purpose and intent.

The city council finds that new development of land within the city results in an incremental effect on biological resources, including loss of habitat and reduction in total numbers of flora and fauna on a regional basis. This chapter establishes the adoption, collection, administration, and use of a biological impact fee to mitigate the long-term incremental impact of adding new development. Further, in recognizing the regional nature of such impacts and the need for regional mitigation for them, as well as the statutory authority over biological resources granted to various federal and state agencies by law, this chapter establishes the basis for such impact fees, conditions under which they are reduced or waived, and the situations under which such fees shall terminate.

15.66.020 - Basis of the impact fee.

The city council expressly finds that the biological impact fee is expressly adopted for the purpose of mitigating biological impacts on a regional basis. Therefore, the establishment of such fee shall be based on expected regional effects from new development and fees necessary to contribute to the city's "fair share" to mitigate such impacts on a regional basis. In establishing the criteria listed in Section 15.66.070 of this chapter, it is the intent of the city council that such fees may be expended either within or outside the city limits in order to achieve the goal of regional mitigation.

15.66.030 - Adoption of the impact fee.

The city council shall adopt the biological impact fee by resolution. In accordance with Section 15.66.020 of this chapter, this fee shall be based on the city's expected "fair share" to mitigate regional impacts of new development.

15.66.040 - Applicability of impact fee.

The biological impact fee shall be applicable to all new development of vacant land and payable as follows:

- A. Land Subdivisions. All new subdivisions, as defined in Chapter 16 of the Lancaster Municipal Code, shall pay the biological impact fee prior to city council approval of a final subdivision map.
- B. New Development Approvals. New development which requires the approval of a conditional use permit, site plan review, or a director's review, or which require the approval of the director of community development under a specific plan or other ordinance, shall pay the biological impact fee prior to issuance of a grading permit on the property.

- C. Request for Approval Extensions. Subdivisions and development projects which were approved prior to the adoption of the biological impact fee shall be required to pay the biological impact fee as a condition of any requested time extension allowed by the Lancaster Municipal Code.

15.66.050 - Exceptions.

The biological impact fee shall not be applicable in the following situations:

- A. Agricultural Production. The biological impact fee shall not apply to the use of the property for agricultural production since such use does not permanently convert vacant land to development. Such exception shall not apply, however, to approvals for processing or warehousing facilities which constitute development of the vacant property.
- B. Temporary Uses. The biological impact fee shall not apply to uses which are temporary in nature, including but not limited to, seasonal sales lots, temporary outdoor events, and similar activities provided that the director of community development has determined that such temporary use will not permanently convert vacant land to development.
- C. Expansion of Existing Buildings and Uses on Developed Property. The biological impact fee shall not apply to the expansion of existing buildings or uses on the developed property, where the director of community development has determined that such expansion will not intrude into significant areas of vacant land.
- D. Development of Existing Residential Parcels. The biological impact fee shall not apply to the development of new residential uses on existing legally created parcels. Such exception shall not apply to situations where a legally created parcel is further subdivided, which shall pay the impact fee in accordance with Section 15.66.040(A) of this chapter.
- E. Fee Precluded by Development Agreement. The biological impact fee shall not apply where an adopted development agreement specifically prohibits its imposition.

15.66.060 - Reduction or waiver of the biological impact fee.

Development subject to the biological impact fee may have such fee reduced or waived under the following circumstances:

- A. Development Projects Subject to Statutory Permits by a State or Federal Agency. When a development project is required by state or federal statute to obtain a permit from regulatory agency other than the city including, but not limited to an incidental take permit from the United States Fish and Wildlife Service (USFWS) or the California Department of Fish and Game (CDFG), a streambed alteration permit from the CDFG, or similar permit, the biological impact fee established by this chapter may be reduced or waived as follows:
 - 1. The development project is required to provide mitigation in the form of land or fees as a condition of the permit, and the applicant provides proof that such fees have been paid or land acquired.

2. In cases where the mitigation fees paid or the cost of the land acquisition does not exceed the adopted biological impact fee, the development project shall pay the biological impact fee minus the other mitigation costs.
 3. In cases where the mitigation fees paid or the cost of the land acquisition exceeds the adopted biological impact fee, the biological impact fee is waived.
- B. Separate Agreement with State or Federal Agency. When a development project has entered into a separate agreement not covered under subsection A of this section with a state or federal agency for the purpose of mitigating the biological effect of that project through the payment of fees, acquisition of land, or other means, and the state or federal agency has expressly stated that such agreement fully mitigates the biological effects of the development project, the biological impact fee shall be waived.

15.66.070 - Administration of fee and allowable uses.

All biological impact fees shall be held in a separate account and shall only be expended upon an affirmative vote of a majority of the city council specifying the amount and use of such fees. Such fees shall only be expended for the following purposes:

- A. Acquisition of Mitigation Land. Fees may be expended for the purpose of acquiring or paying a third party for the acquisition of, land for the permanent conservation of habitat or species. Such acquisition may include land outside of the city of Lancaster; however, it is the intent of this chapter that any such lands contain habitat or species that will compensate for the incremental loss of same within the city limits. In identifying such acquisition sites, the city may consult with the USFWS or CDFG for assistance.
- B. Restoration of Habitat. Fees may be expended for the purpose of restoring habitat within identified permanent conservation areas.
- C. Environmental Education. Fees may be expended for the purpose of funding environmental education, provided that the city council finds that such efforts will contribute to a long-term improvement in the regional environment by increasing public awareness of the biological resources of the region.
- D. Other Uses. Fees may be expended for other uses provided that the city council finds that such use will meet the intent of this chapter. The city council expressly finds that assignment of such fees to a group with the authority to administer a regional conservation plan, such as the proposed West Mojave coordinated management plan, is within the intent of this chapter.

15.66.080 - Termination of the biological impact fee.

The city council shall terminate the biological impact fee at such time as the city becomes subject to a habitat conservation plan or other regional plans that meet the intent of this chapter.

Chapter 15.72 - PARK-IN-LIEU FEES

15.72.010 - Definitions.

The following words and phrases whenever used in this ordinance shall be construed as defined in this section:

"Bedroom" means a room intended to be furnished with a bed and intended primarily for sleeping.

"City" means the city of Lancaster, California.

"Construct" means the putting together, assembling, erecting or altering of construction materials, components, or modules into a structure, or portion of a structure, and includes reconstructing, enlarging or altering any structure. Construct also includes the moving and locating of a building, or portions thereof, onto a lot or parcel of land, and also includes the improvement of land as a mobile home park.

"Dwelling unit" means a separate single-family habitation structure or unit containing a bedroom or bedrooms and shall include:

1. A single-family dwelling;
2. Each separate apartment or habitation unit comprising a multiple-dwelling structure or condominium; and
3. Each space or pad designed and allocated to accommodate a mobile home within a mobile home park.

"Mobile home park" means any area or tract of land where one or more mobile home lots are rented or leased or held out for rent or lease to accommodate mobile homes used for human habitation.

"Mobile home space" means any area or portion of a mobile home park designated, designed or used for the occupancy of one mobile home on a temporary, semi-permanent or permanent basis.

"Person" means any domestic or foreign corporation, firm, association, syndicate, joint-stock company, a partnership of any kind, joint venture or common law trust, society, club or individual.

15.72.020 - Applicability.

Each person who constructs any dwelling unit or units as defined in this chapter containing bedrooms in the city shall pay a fee or dedicate land in lieu of the payment of the fee and/or dedication of land as provided for in Resolution No. 85-56, as it may be amended, adopted in conjunction herewith. All fees and/or dedications pursuant to a said resolution shall be deposited or dedicated to the city as provided in this chapter.

15.72.030 - Exemptions.

The fee imposed under this chapter shall not apply to the following:

- A. Enlargement, remodeling and/or alteration of a building;

- B. Reconstruction of a building which was damaged or destroyed by earthquake, fire, flood, or other cause over which the owner has no control (provided that compliance with any building code or another ordinance requirement of the city shall not be deemed a cause over which the owner has no control). If the number of dwelling units in the building is increased, then the fee imposed under this chapter shall apply to such increased number of dwelling units;
- C. Replacement of any building on the same lot, if the construction of the new building is commenced within twelve (12) months from the date the previous building was substantially removed from the lot.

15.72.040 - Payment of fee.

Any fee and/or dedication of land required to comply with any provision(s) of this chapter shall be paid prior to the issuance of any building permit for construction of any dwelling unit or mobile home space. Such fee shall be paid to the city. Land dedication of parcels not within the project may be considered at the discretion of the city.

15.72.050 - Refund of a fee.

A fee paid under this chapter for the construction of a new dwelling unit which is not built is refundable. A refund shall be made upon the application of the property owner to the city and upon owner's showing that the construction of a new dwelling unit has not been commenced and the building permit issued therefor has expired, has been canceled, or has been revoked. The application must be made within one year from the cancellation, expiration or revocation of the building permit, provided, however, no refund shall be made when a dwelling unit is damaged or destroyed. In addition, no refund shall be made for mobile home spaces upon final approval of the construction permit for a mobile home park. In no case shall any refund exceed ninety (90) percent of the total fee collected to offset costs incurred by the city for administering this fee.

15.72.060 - Credit of open space.

No credit shall be given for private open space in a residential development.

Chapter 15.76 - FIRE PROTECTION FEES

15.76.010 - Purpose and intent.

The city council of the city finds that new development of land within the city imposes increased demands on the city's public facility infrastructure and service requirements. This chapter is intended to establish a fire protection fee for fire protection and emergency medical services pursuant to the agreement between the Consolidated Fire Protection District of Los Angeles County ("district") and the city of Lancaster ("city") for the adoption and administration of the developer fee by the city for the benefit of the district whereby as a condition to the issuance of a building permit by the city the owner or land developer will be required to pay a fire protection fee or provide other considerations to the district for the

purpose of defraying the costs of public expenditures for fire protection and emergency medical services and facilities which will benefit such new development. The development impact fee established herein shall be imposed in an amount based upon the gross square footage of new residential and nonresidential development or some similarly fair and reasonable basis in order to finance facilities, the demand for which is generated by new development in the city. Fire protection fees shall not exceed the cost of providing capital improvements for which the need is substantially attributable to those developments that pay the fees.

15.76.020 - Definitions.

Unless the context shall require otherwise, the definitions set forth in this section shall apply to the following terms as used in this chapter:

"Building permit" means the permit required for new construction and additions pursuant to this title. The term "building permit," as used herein, shall not be deemed to include permits required for remodeling, rehabilitation, or other improvements to an existing structure or rebuilding a damaged or destroyed structure, provided there is no increase in gross floor area of commercial or industrial development or in number of dwelling units resulting therefrom.

"Capital improvement plan" means the capital improvement plan entitled developer fee detailed fire station plan dated May 1991, as may be revised, prepared by the district and adopted by resolution of the county of Los Angeles or such similar comprehensive plan adopted by resolution of the city council of the city which identifies specific capital improvements to be undertaken, and indicates the approximate location, size, time of availability, and estimates of cost for all facilities or improvements to be financed with fire protection fees and other necessary features.

"Capital improvements" means any and/or all of the public facilities, including the acquisition of land, design, and construction, improvements, equipping and installing of same and which facilities are identified in the capital improvements plan to be financed in whole or in part by the imposition of a fire protection fee:

"City" means the city of Lancaster. "Council" means the city council of the city. "Development" means any man-made change to improved or unimproved real property, the use of any principal structure or land, or any other activity that requires the issuance of the building permit.

"District" means the consolidated fire protection district of Los Angeles County.

"Fire protection fee" means any monetary exaction, other than a tax or special assessment, which is charged to an applicant in connection with approval of a development project for the purpose of defraying all or a portion of the cost of public facilities for fire protection and emergency medical services related to the development project, subject to the exceptions set forth in California Government Code Section 66000 et seq.

15.76.030 - Fire protection fees.

In order to implement the goals and objectives of the general plan of the city, to protect the health, safety and general welfare of the city's population, to mitigate impacts of new development of the level of fire service capacity in existing facilities, and to ensure that the

burdens of financing capital improvements may be borne by all of the development projects benefited thereby, every person constructing any new residential, commercial or industrial development shall pay fire protection fees to the district prior to issuance by the city of a building permit. The fire protection fee shall be used to finance capital improvements. The imposition of fire protection fees identified in this chapter is dependent upon adoption by the council of a capital improvement plan.

15.76.040 - Resolution approving capital improvement plan and establishing the amount of fire protection fees.

A. The council shall by resolution:

1. Adopt the capital improvements plan to identify by category the specific capital improvements to be financed in whole or in part by fire protection fees; and
2. Establish the amount of the fire protection fees specified in this chapter, which resolution shall be consistent with the requirements of Assembly Bill 1600 (Chapter 927 Statutes 1987) as set forth in California Government Code Section 66000, et seq. and shall include the following:
 - a. Identify the purpose of the fee,
 - b. Identify the use to which the fee will be put,
 - c. Determine how there is a reasonable relationship between the fee's use and the type of development project on which the fee is imposed,
 - d. Determine how there is a reasonable relationship between the need for the public facility and the type of development project on which the fee is imposed, and
 - e. Determine how there is a reasonable relationship between the specific amount of the fee imposed on a development project and the cost of the needed public facilities attributable to that development project.

B. The city council may by resolution amend the capital improvements plan and/or the fire protection fees upon completion of studies by the district or the city or upon determination of the availability of funds or financing to pay the cost of the capital improvements.

15.76.050 - Payment of fees.

A. After the adoption by the council of a resolution establishing the amounts of the fire protection fees, no building permit shall be issued and no development shall be permitted on any land within the city, unless and until the fire protection fees relating to such development and established by the resolution adopted pursuant to Section 15.76.040 have been paid in that amount or provision has been made for such payment to the satisfaction of the district, unless (i) a determination has been made by the district and the city department of public works that no fee is payable pursuant to this chapter, or (ii) the city manager has authorized the deferral of such fees in accordance with this Section 15.76.050.

B. The city manager may authorize the deferred payment of the nonresidential fire facilities impact fee required by this Section 15.76.050 if the city manager determines that

development complies with all requirements for such deferred payment as set forth in Chapter 15.77 of this Title 15.

15.76.060 - Administration of fire protection fees.

All of the fees collected pursuant to this chapter shall be deposited into a separate capital improvement account of the district. These funds and any interest earnings thereon shall be used solely for the purposes specified for funds of such account and solely for the financing of capital improvements identified in the capital improvements plan adopted pursuant to this chapter, or to reimburse the district for those identified improvements constructed by the district with funds advanced by the district from other sources.

15.76.070 - Annual review of fire protection fees.

The district shall annually review and may, in its discretion, propose an adjustment to the capital improvement plan and in the amount of fire protection fees established by a resolution pursuant to Section 15.76.040. The adjustments proposed by the district shall be submitted to the city at least thirty (30) days prior to the close of the city's fiscal year for consideration by the city council.

15.76.080 - Consideration in lieu of fees—Credits.

- A. The provisions of Sections 15.76.030 and 15.76.050 to the contrary notwithstanding, upon application by an owner or land developer, the council may accept consideration in lieu of the fire protection fees required pursuant to this chapter, provided:
 - 1. The city council, upon recommendation to the district, finds that the substitute consideration proposed has a value equal to or greater than such fee; 2. The substitute consideration is in a form acceptable to the district.
- B. A developer or property owner may elect to construct a capital improvement listed in the capital improvements plan. If the developer or owner elects to construct such improvement, the developer or property owner must enter into an agreement with the district prior to issuance of any building permit by the city. The agreement must establish the estimated cost of the improvement, the schedule or initiation, and completion of the improvement, a requirement that the improvement is completed to district and city standards, and such other terms and conditions as deemed necessary by the district.

Chapter 15.77 - DEFERRED PAYMENT OF CERTAIN DEVELOPMENT IMPACT FEES AND FIRE PROTECTION FEES

15.77.010 - Findings and intent.

The city council finds and determines that numerous social services of benefit to the community are provided by tax-exempt organizations that develop nonresidential buildings and structures within the city. The city council further finds and determines that the implementation of policies and procedures that authorize qualified tax-exempt organizations to defer the payment of certain development impact fees and fire protection fees required under Chapters 15.64 and 15.76 of this Title 15 will have the salutary effect of expediting

the construction of new nonresidential developments that will be used in whole or in part to provide social services for the benefit of residents of this community.

15.77.020 - Eligibility for the deferred payment of development impact fees and fire protection fees.

A. The payment of development impact fees required under Sections 15.64.040, 15.64.050, and 15.64.060 of this Title 15 for nonresidential developments and the payment of fire protection fees required under Sections 15.76.030. may be deferred for a period not to exceed 5 years from the date that such fees would otherwise be payable if the developer meets the following requirements:

1. The developer is a tax-exempt organization duly qualified as such by the Internal Revenue Service and by the California Franchise Tax Board.
2. The developer will, upon completion and occupancy of the proposed nonresidential development, use buildings or structures within that development for the purpose of providing to residents of the city, on a nondiscriminatory basis, social services that fall within one or more of the following categories:
 - a. Health care services,
 - b. Parenting services,
 - c. Marriage counseling services,
 - d. Substance abuse counseling and services,
 - e. Pre-school or day-care services,
 - f. Programs and services benefiting the economically-disadvantaged,
 - g. Youth services and activities,
 - h. Senior services and activities.
3. The developer submits to the city manager an application for the deferred payment of development impact fees that contains, at a minimum, the information specified below in Section 15.77.030, and complies with all other applicable requirements of this chapter.

B. The city manager is authorized to determine the eligibility of any tax-exempt organization for the deferred payment of development impact fees and fire protection fees as provided for in this chapter; provided, however, that the city manager's determination of ineligibility will be subject to appeal to the city council by the applicant.

15.77.030 - Application for the deferred payment of development impact fees.

A. A developer meeting the threshold requirements of Section 15.77.020 may submit to the city manager, on a form to be provided by the city, an application for the deferred payment of development impact fees and fire protection fees as authorized by Section 15.77.020. This application, at a minimum, will require the following information:

1. The full legal name, address, and employer identification number of the tax-exempt organization that is the developer of the proposed nonresidential development;
2. The name, address, and telephone number of the principal representative of the tax-exempt organization;
3. The names, addresses, and titles of the officers, directors, trustees, etc., of the tax-exempt organization;
4. A description of the proposed nonresidential development, the nature and amount of development impact fees and fire protection fees that are requested to be deferred, and the requested deferral period, not to exceed 5 years;
5. Documents that evidence the formation of the tax-exempt organization and its status as a corporation, partnership, trust, limited liability company, unincorporated association, or another form of entity;
6. Copies of exempt organization determination letters issued by the Internal Revenue Service and by the California Franchise Tax Board;
7. A detailed narrative description of the current activities and programs of the tax-exempt organization, as well as the social service programs or activities that will be provided to residents of the city following completion and occupancy of the proposed nonresidential development. With regard to such proposed social service programs or activities, the following additional information should be provided:
 - a. The hours, financial resources, personnel, and space that will be allocated to these programs or activities,
 - b. The manner in which the exempt purpose of the tax-exempt organization will be served by these programs or activities,
 - c. The manner in which the availability of these programs or activities will be brought to the attention of the residents of the city,
 - d. A statement that describes any limitations or restrictions on participation in these programs or activities by residents of the city and, if so, how participants will be selected,
 - e. Whether participants in these programs or activities will be required to pay a fee or charge and, if so, how these fees or charges will be determined and in what amounts.
8. A statement that the applicant will submit annually to the city, on a form to be provided by the city, a report confirming that the social service programs or activities described in the original application are being provided and, if modified, a description of those modifications;
9. A statement that the applicant will, as a condition of the deferred payment of any development impact fees and fire protection fees, enter into an agreement with the city that sets forth the respective rights and obligations of the parties relating to the deferred payment of those fees, including the applicant's obligation to provide to the city adequate security for payment, as required by the provisions of Section 15.77.040;

10. The application must be signed under penalty of perjury by an officer, employee, or authorized agent of the tax-exempt organization.
- B. Within thirty (30) days after the submission of a complete application containing the information specified above in paragraph A, the city manager will make a determination whether to authorize the deferred payment of development impact fees and fire protection fees as requested by the applicant. If such authorization is granted, it will become effective on the date specified in the agreement between the city and the applicant that sets forth the respective rights and obligations of the parties relating to the deferred payment of the development impact fees and fire protection fees.

15.77.040 - Security for payment of development impact fees and fire protection fees.

- A. No authorization by the city manager of the deferred payment of development impact fees or fire protection fees under the provisions of this chapter will become effective until the city has received from the applicant adequate security for the ultimate payment of those deferred fees.
- B. The form of security for ultimate payment of deferred development impact fees and fire protection fees by a qualified tax-exempt organization will be specified in the agreement between the city and the tax-exempt organization and may consist of any one or a combination of the following, as may be determined by the City Attorney after consultation with the applicant's principal representative:
 1. A payment bond, issued by an admitted surety insurer as defined in Section 995.120 of the California Code of Civil Procedure, in a principal sum up to the full amount of the deferred development impact fees and fire protection fees;
 2. A deposit with the city of negotiable bonds or an irrevocable letter of credit;
 3. A promissory note secured by a deed of trust on the property owned by the applicant where the proposed development is to be located;
 4. A personal guarantee of payment by one or more individuals who are determined to have the financial capability to satisfy such a guarantee;
 5. Such an additional form of security for payment as will adequately protect the interests of the city in collecting the full amount of the deferred development impact fees and fire protection fees.

15.76.050 - Payment of fees.

After the adoption by the council of a resolution establishing the amounts of the fire protection fees, no building permit shall be issued and no development shall be permitted on any land within the city unless and until the fire protection fees relating to such development and established by the resolution adopted pursuant to Section 15.76.040 have been paid in the amount or provision has been made for such payment to the satisfaction of the district or

unless a determination has been made by the district and the city department of public works that no fee is payable pursuant to this chapter.

15.76.060 - Administration of fire protection fees.

All of the fees collected pursuant to this chapter shall be deposited into a separate capital improvement account of the district. These funds and any interest earnings thereon shall be used solely for the purposes specified for funds of such account and solely for the financing of capital improvements identified in the capital improvements plan adopted pursuant to this chapter, or to reimburse the district for those identified improvements constructed by the district with funds advanced by the district from other sources.

15.76.070 - Annual review of fire protection fees.

The district shall annually review and may, in its discretion, propose an adjustment to the capital improvement plan and in the amount of fire protection fees established by a resolution pursuant to Section 15.76.040. The adjustments proposed by the district shall be submitted to the city at least thirty (30) days prior to the close of the city's fiscal year for consideration by the city council.

15.76.080 - Consideration in lieu of fees— Credits.

- A. The provisions of Sections 15.76.030 and 15.76.050 to the contrary notwithstanding, upon application by an owner or land developer, the council may accept consideration in lieu of the fire protection fees required pursuant to this chapter, provided:
 - 1. The city council, upon recommendation to the district, finds that the substitute consideration proposed has a value equal to or greater than such fee;
 - 2. The substitute consideration is in a form acceptable to the district.
- B. A developer or property owner may elect to construct a capital improvement listed in the capital improvements plan. If the developer or owner elects to construct such improvement, the developer or property owner must enter into an agreement with the district prior to issuance of any building permit by the city. The agreement must establish the estimated cost of the improvement, the schedule or initiation, and completion of the improvement, a requirement that the improvement is completed to district and city standards, and such other terms and conditions as deemed necessary by the district.

15.76.090 - Fire protection fee nonexclusive.

The fire protection fees established herein are additional and supplemental to, and not in substitution of, any other requirements imposed by the city on the development of land or the issuance of building permits. The fire protection fee is intended to be consistent with and to further the objectives and policies of the general plan of the city, the capital

improvements plan, and other city policies, ordinances, and resolutions by which the city seeks to ensure the provision of public facilities and services in conjunction with the development of land. In no event shall a property owner be obligated to pay for capital improvements in an amount in excess of the amount calculated pursuant to this chapter and the resolution adopted pursuant to Section 15.76.040; provided, however, a property owner or developer may be required to pay, pursuant to city ordinances, regulations or policies for other public improvements, including, without limitation subdivision improvements and development impact fees.

STAFF REPORT
City of Lancaster

CC 7
11/12/19
JC

Date: November 12, 2019

To: Mayor Parris and City Council Members

From: Ronda Perez, Acting City Clerk

Subject: **General Municipal Election – April 14, 2020**

Recommendations:

- a. Adopt **Ordinance No. 1068**, repealing Section 2 of Ordinance No. 734 (1997) and abolishing Section 2.04.070 of the Lancaster Municipal Code (L.M.C.), relating to the voluntary expenditure ceiling for municipal elections in the City of Lancaster (City).
- b. Adopt **Ordinance No. 1069**, authorizing a General All-Mail Ballot Election to be conducted on April 14, 2020 and thereafter in subsequent future elections, and establishing procedures, rules and regulations therefor.

Background:

During odd numbered years, the City Council adopts the necessary ordinances and resolutions to proceed with the General Municipal Election in April of even-numbered years. These ordinances and resolutions fulfill certain legal requirements to conduct the General Municipal Election; request election services, information and supplies from the County of Los Angeles, establish guidelines and costs associated with candidate statements, and provide provisions to conduct a special runoff election to resolve a tie vote.

The Lancaster Expenditure Ceiling was established via Ordinance 734 (1997) under express authority granted to local jurisdictions by Proposition 208 passed in 1996 (a.k.a. The Political Reform Act of 1996). Among other things, Proposition 208 allowed differing contribution limits for local elections between those candidates who voluntarily agreed to expenditure limits and those candidates who did not. (*See* former Gov. Code § 85402.) In 1998, Proposition 208 was enjoined by a federal court as unconstitutional and, thereafter, went unenforced by the Fair Political Practices Commission and applicable local jurisdictions. (*California Prolife Council v. Scully* (“*Scully*”) (E.D. Cal. 1998) 989 F. Supp. 1282, 1297; *See* January 13, 1998 City Council Minutes [Lancaster suspended enforcement of the Lancaster Expenditure Ceiling in January 1998].) Due to the federal court’s preliminary findings of unconstitutionality, Proposition 208 was repealed and replaced by Proposition 34. Accordingly, it is now appropriate to repeal Section 2.04.070 of the L.M.C. by the adoption of Ordinance No. 1068.

At the October 22, 2019 City Council meeting, the City Council approved the introduction of Ordinance No. 1068 and the introduction of Ordinance No. 1069, by the following vote:

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

NOES: None

ABSTAIN: None

ABSENT: None

RP:kes

Attachments:

Ordinance No. 1068

Ordinance No. 1069

ORDINANCE NO. 1068

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LANCASTER, CALIFORNIA REPEALING SECTION 2 OF ORDINANCE NO. 734 (1997) AND ABOLISHING SECTION 2.04.070 OF THE LANCASTER MUNICIPAL CODE (L.M.C.), RELATING TO THE VOLUNTARY EXPENDITURE CEILING FOR MUNICIPAL ELECTIONS IN THE CITY OF LANCASTER (CITY)

WHEREAS, in 1997, the City Council (“City Council”) of the City of Lancaster (“City”) adopted Ordinance No. 734, which, among other things, added Section 2.04.070 to the Lancaster Municipal Code, establishing a voluntary expenditure ceiling for municipal elections in the City; and

WHEREAS, due to subsequent changes in statutory law and related jurisprudence, the City Council intends to repeal Section 2 of Ordinance No. 734 and abolish Section 2.04.070 of the Lancaster Municipal Code in its entirety.

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

Section 1. The City Council finds and determines that the above recitals are true and correct and incorporates the recitals herein by this reference.

Section 2. Section 2 of Ordinance No. 734 is hereby repealed, and Section 2.04.070 of the Lancaster Municipal Code is hereby abolished in its entirety. The City Clerk or Acting City Clerk is hereby authorized and directed to take all actions necessary or appropriate to effectuate the provisions of this Ordinance.

Section 3. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is held for any reason to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of Lancaster hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases or portions be declared invalid or unconstitutional.

Section 4. All ordinances or resolutions, or provisions of the Lancaster Municipal Code, or parts thereof, that are inconsistent with this Ordinance, are hereby repealed only to the extent of their inconsistency; provided, however, that such repeal shall not be construed to revive any ordinance or resolution, or part thereof.

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

I, Ronda Perez, Acting City Clerk of the City of Lancaster, do hereby certify that the foregoing ordinance was regularly introduced and placed upon its first reading on the 22nd day of October, 2019, and placed upon its second reading and adopted at a regular meeting of the City Council on the 12th day of November, 2019, by the 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 ORDINANCE
CITY COUNCIL

I, _____, _____ City of Lancaster, California, do hereby certify that this is a true and correct copy of the original Ordinance No. 1068, for which the original is on file in my office.

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

(seal)

ORDINANCE NO. 1069

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LANCASTER, CALIFORNIA, AUTHORIZING A GENERAL ALL-MAIL BALLOT ELECTION TO BE CONDUCTED ON APRIL 14, 2020, AND THEREAFTER IN SUBSEQUENT FUTURE ELECTIONS, AND ESTABLISHING PROCEDURES, RULES AND REGULATIONS THEREFOR

WHEREAS, a city charter may provide that the city governed thereunder is authorized to make and enforce all ordinances and regulations with respect to municipal affairs and may provide for, among other things, the conduct of city elections (Cal. Const. art. XI, § 5(a), (b).); and

WHEREAS, Section 102 of the City Charter (the “Charter”) of the City of Lancaster (the “City”) provides that the City has “the power to adopt ordinances establishing procedures, rules or regulations concerning City of Lancaster elections and public officials, including but not limited to, the qualifications and compensation of elected officials, the method, time and requirements to hold elections, to fill vacant offices and for voting by mail”; and

WHEREAS, Section 102 of the City’s Charter also provides that “[u]nless in conflict with ordinances adopted by the City, state law regarding elections shall apply”; and

WHEREAS, notwithstanding those provisions of state law that establish dates for conducting a general all-mail ballot election, the City desires to authorize a general all-mail ballot election to be conducted on April 14, 2020, and thereafter in any subsequent future elections wherein the Lancaster City Council calls for such all-mail ballot election by resolution.

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

SECTION 1. In addition to the other dates authorized by state law, the City of Lancaster may conduct a general all-mail ballot election on April 14, 2020, and thereafter in subsequent future elections, if, and to the extent that, the Lancaster City Council adopts a resolution calling for such election by all-mail ballot.

SECTION 2. If and to the extent a general all-mail ballot election is called as authorized by Section 1 of this Ordinance, such election shall be conducted pursuant to the rules, procedures and regulations established by state law, including, without limitation, the mail ballot provisions of the Elections Code (Cal. Elect. Code § 4000 *et seq.*); provided, however, that in the event of any conflict or inconsistency between the state law and provisions of this Ordinance, this Ordinance shall control.

SECTION 3. Pursuant to Section 36937(a) of the Government Code, this ordinance shall take effect immediately.

SECTION 4. The City Clerk or Acting City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published according to law.

I, Ronda Perez, Acting City Clerk of the City of Lancaster, do hereby certify that the foregoing ordinance was regularly introduced and placed upon its first reading on the 22nd day of October, 2019, and placed upon its second reading and adoption at a regular meeting of the City Council on the 12th day of November, 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 ORDINANCE
CITY COUNCIL

I, _____, _____ City of Lancaster, California, do hereby certify that this is a true and correct copy of the original Ordinance No. 1069, for which the original is on file in my office.

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

(seal)

STAFF REPORT
City of Lancaster

CPH 1
11/12/19
JC

Date: November 12, 2019

To: Mayor Parris and City Council Members

From: Jocelyn Corbett, Assistant City Attorney

Subject: Franchise Agreement with Gaiaca, LLC, for manufacturing-related cannabis waste management services

Recommendation:

Adopt **Resolution No. 19-50**, approving a franchise agreement with Gaiaca, LLC, for manufacturing-related cannabis waste management services for an initial term of five years, subject to early termination per contract, and authorize the City Manager to execute the franchise agreement and any other documents necessary to effectuate the terms and intent of the agreement.

Fiscal Impact:

Unknown. The City will be paid a franchise fee equal to six percent (6%) of the gross revenue collected by Gaiaca. Total fees are dependent on the number of manufacturing facilities that will be operational at any time in the future and the volume of manufacturing-related cannabis waste generated by each facility. The franchise fee shall be subject to review and renegotiation at the annual contract anniversary.

Background:

In February 2017, the City Council adopted Ordinance No. 1019, which authorized the operation of indoor cannabis cultivation and manufacturing facilities in the City and established operational requirements to ensure that public health, safety and welfare is protected.

To date, the Planning Commission has approved conditional use permits for thirteen (13) facilities. Although no facility has yet commenced operations, City staff has spent the past two years preparing for operations to come online. The City retained a cannabis consultant, who has trained the compliance officers who will conduct facility inspection, and has provided us with an i-Pad based app to streamline the documentation of any violations that are observed. Several meetings were held with County Fire, County Health and AVAQMD, to ensure the agencies with enforcement jurisdiction over cannabis facilities are working in coordination with one another.

City staff has also met with representatives from Waste Management, and they are developing their procedures for the collection and disposal of cultivation-related cannabis waste.

Once the City contracts for the collection and disposal of manufacturing-related cannabis waste, City staff will be fully prepared to take on the City's enforcement duties when a facility commences operations.

Gaiaca holds the requisite registration from the California Department of Toxic Substances Control and Environmental Protection Agency identification number, and has experience in collecting, rendering and processing all forms of waste generated in cannabis manufacturing operations. They maintain separate streams of post-extraction cannabis plant material, manufactured cannabis products, and packaging. Hazardous material is transported to a hazardous waste treatment, storage and disposal facility. Recyclable product and packaging items are directed to recycling facilities. Waste materials that are not suitable for recycling are transported to a transformation facility and undergo "Waste to Energy Conversion," which converts the materials into a renewable energy/fuel source.

Gaiaca's operations include generating waste manifests and other documentation that meet the State's Track-and-Trace requirements, to allow for comprehensive tracking of all cannabis, including the plant material that does not go through the "sale" phase of "seed to sale."

Attachments:

Resolution No. 19-50

Gaiaca Fact Sheet

Gaiaca Standard Operation Procedure

RESOLUTION NO. 19-50

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, CALIFORNIA, APPROVING A FRANCHISE AGREEMENT WITH GAIACA, LLC, FOR MANUFACTURING-RELATED CANNABIS WASTE MANAGEMENT SERVICES FOR AN INITIAL TERM OF FIVE YEARS, SUBJECT TO EARLY TERMINATION PER CONTRACT, AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE FRANCHISE AGREEMENT AND ANY OTHER DOCUMENTS NECESSARY TO EFFECTUATE THE TERMS AND INTENT OF THE AGREEMENT

WHEREAS, in February 2017, the City Council adopted Ordinance No. 1019 to authorize and regulate indoor cannabis cultivation and manufacturing facilities; and

WHEREAS, the City of Lancaster has a franchise agreement with Waste Management for the collection and disposal of solid waste, green waste, and recyclable materials, and pursuant to that agreement Waste Management will be responsible for the collection and disposal of cannabis plant material waste associated with cultivation; and

WHEREAS, the collection, processing and disposal of cannabis waste associated with manufacturing, some of which is considered hazardous, must be handled in a different manner than cultivation-related cannabis; and

WHEREAS, Gaiaca, LLC, is licensed by the State of California as a hazardous waste transporter, and has experience is processing all forms of manufacturing-related cannabis waste.

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

Section 1. The foregoing recitals are true and correct and are a substantive part of this Resolution.

Section 2. The franchise agreement with Gaiaca, LLC, dba Gaiaca Waste Revitalization, is approved. The City Manager is authorized to execute the agreement, a copy of which is attached hereto as Exhibit A, as well as any other documents necessary to effectuate the terms and intent of the agreement.

PASSED, APPROVED, and ADOPTED this 12th day of November, 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, CA, do hereby certify that this is a true and correct copy of the original Resolution No. 19-50, 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

FRANCHISE AGREEMENT

BETWEEN

THE CITY OF LANCASTER

AND

GAIACA, LLC

dba GAIACA WASTE REVITALIZATION

FOR

MANUFACTURING-RELATED CANNABIS WASTE

MANAGEMENT SERVICES

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- A Schedule for Liquidated Damages
- B Secretary's Certification
- C Statement of Applicant's Understanding and Representations
- D Maximum Rates

FRANCHISE AGREEMENT
BETWEEN
THE CITY OF LANCASTER
AND
GAIACA, LLC, dba GAIACA WASTE REVITALIZATION
FOR MANUFACTURING-RELATED CANNABIS
WASTE MANAGEMENT SERVICES

This franchise agreement ("Agreement") is made and entered into this _____ day of _____, 2019, by and between the City of Lancaster, California, a municipal corporation and charter city, (hereinafter "City") and GAIACA, LLC (DBA: GAIACA WASTE REVITALIZATION), a California limited liability company (hereinafter referred to as the "Contractor").

RECITALS

This Agreement is entered into with reference to the following facts and circumstances:

WHEREAS, the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989, codified at California Public Resources Code Section 40000 et seq. ("AB 939"), has declared that it is in the public interest to authorize and require local agencies to make adequate provisions for Waste Collection within their jurisdiction; and,

WHEREAS, the State of California has found and declared that the amount of refuse generated in California, coupled with diminishing Disposal capacity and potential adverse environmental impacts from landfilling and the need to conserve natural resources, have created an urgent need for State and local agencies to enact and implement an aggressive integrated waste management program. The State has, through enactment of AB 939 and subsequent related legislation including, but not limited to: the Jobs and Recycling Act of 2011 (AB 341), the Event and Venue Recycling Act of 2004 (AB 2176), SB 1016 (Chapter 343, Statutes of 2008 [Wiggins, SB 1016]), the Mandatory Commercial Organics Recycling Act of 2014 (AB 1826), and the Short-Lived Climate Pollutants Bill of 2016 (SB 1383), directed the responsible State agency, and all local agencies, to promote Waste Diversion and to maximize the use of feasible waste reduction, re-use, recycling, and Composting options in order to reduce the amount of refuse that must be Disposed; and,

WHEREAS, the Legislature of the State of California, by enactment of the Medicinal and Adult-Use Cannabis Regulation and Safety Act ("MAUCRSA") and adoption of related regulations contained in Titles 3, 16 and 17 of the California Code of Regulations has established regulations governing the cultivation,

manufacturing, testing, distribution, sale, and use of medical and adult-use (i.e., recreational) Cannabis; and,

WHEREAS, pursuant to California Public Resources Code Section 40059(a)(2), the City has determined that the public health, safety, and well-being require that an Exclusive Right be sole sourced to a qualified Contractor to provide for the Collection of Cannabis or Cannabis Waste generated through extraction and other manufacturing processes, and other services related to meeting the City's integrated waste management goals; and,

WHEREAS, the City desires, having determined that Contractor, by demonstrated experience, reputation and capacity is qualified to provide the Collection of Manufacturing-Related Cannabis Waste within the corporate limits of the City and the Transportation of such material to appropriate places of Processing, Composting, Recycling and/or Disposal, that Contract be engaged to perform such services on the basis set for in this Agreement; and,

WHEREAS, Contractor intends to use the City's streets, other public rights-of way, and infrastructure to provide Permitted Materials Collection and handling services; and

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

ARTICLE 1 DEFINITIONS

For purposes of this Agreement, unless a different meaning is clearly required, the following words and phrases shall have the following meanings respectively ascribed to them by this Article and shall be capitalized throughout this Agreement:

"AB 939" means the California Integrated Waste Management Act of 1989 (Division 30 of the California Public Resources Code), as amended, supplemented, superseded, and replaced from time to time.

"Agreement" means this Agreement between the City and Contractor for Manufacturing-Related Cannabis Waste management services including all exhibits, and any future amendments hereto.

"Anaerobic Digestion" or **"AD"** means any controlled anaerobic treatment of Organic Materials that results in the production of methane gas and digestate suitable for Composting.

"Applicable Law" means all federal (other than any laws which prohibit the handling, possession or disposal of Cannabis and Cannabis Waste), State, and local laws, regulations, rules, orders, judgments, decrees, permits, approvals, or other requirements of any governmental agency having jurisdiction over the Collection, Transportation, Recycling, Processing, and Disposal of Permitted Materials that are in force on the Effective Date and as they may be enacted, issued, or amended during the Term of this Agreement. Applicable Law includes but is not limited to AB 939, SB 1383, and the Medicinal and Adult Use Cannabis Regulation and Safety Act (MAUCRSA) and related regulations contained in Titles 3, 16 and 17 of the California Code of Regulations.

“Approved Disposal Site” means any Disposal site(s) selected by the Contractor or its Subcontractor(s) for Disposal of residue.

“Approved Processing Site(s)” means any Organic Materials Processing site selected by the Contractor or its Subcontractor(s) for Composting or other method of Processing Permitted Materials Collected under this Agreement.

“Approved Processor” means the operator of an Approved Processing Site.

“Business Days” mean days during which City offices are open to do business with the public.

“Cannabis” means any part of a cannabis plant or product (including but not limited to the species *Cannabis sativa*, *Cannabis indica*, and *Cannabis ruderalis*), also known as the hemp plant, either in solid or liquid form, from any process of manufacturing (includes but not limited to extraction, manufacturing, production, testing) at a Premises in the City.

“Cannabis Waste” means waste that is not Hazardous Waste, that contains Cannabis, and that has been made unusable and unrecognizable through Rendering.

“Change in Law” means any of the following events or conditions that have a material and adverse effect on the performance by the Parties of their respective obligations under this Agreement (except for payment obligations):

- a. The enactment, adoption, promulgation, issuance, modification, or written change in administrative or judicial interpretation on or after the Effective Date of any Applicable Law; or
- b. The order or judgment of any governmental body, on or after the Effective Date, to the extent such order or judgment is not the result of willful or negligent action, error or omission or lack of reasonable diligence of the City or of the Contractor, whichever is asserting the occurrence of a Change in Law; provided, however, that the contesting in good faith or the failure in good faith to contest any such order or judgment shall not constitute or be construed as such a willful or negligent action, error or omission or lack of reasonable diligence.

“Container(s)” means a can, cart, drum, bin, drop box, or other form of containment device designed for the safe and lawful storage of Manufacturing-Related Cannabis, or Cannabis Waste.

“City” means the City of Lancaster, a municipal corporation, and all the territory lying within the municipal boundaries of the City as presently existing or as such boundaries may be modified during the Term.

“City Code” means the Lancaster Municipal Code, as the same may be amended, supplemented, or modified from time to time.

“Collect” or “Collection” means the act of Collecting Permitted Materials and other material at the place of generation in the City.

“Compost” or **“Composting”** means a controlled biological decomposition of Organic Materials yielding a safe and nuisance free Compost Product.

“Compost Product” means the product resulting from the controlled biological decomposition of Organic Materials.

“Contractor” means GAIACA, LLC d/b/a GAIACA WASTE REVITALIZATION a California limited liability company, organized and operating under the laws of the State of California and its officers, directors, employees, agents, companies, and Subcontractors.

“Contractor Party(ies)” shall mean Contractor, officers, directors, management employees, or fiscal employees (where “management employee” means any employee with direct or indirect responsibility for direction and control over the Contractor’s activities under this Agreement and “fiscal employee” means an employee with direct or indirect responsibility and control duties relating to financial matters under this Agreement).

“Criminal Activity” means those activities described in Section 13.12.1.

“Customer” means a Person permitted and licensed under Applicable Law to generate Manufacturing-Related Cannabis and/or Cannabis Waste, who Contractor submits billing invoice(s) to and collects payment from for provision of services under this Agreement.

“Designated Waste” means non-Hazardous Wastes that may pose special Disposal problems because of its potential to contaminate the environment and which may be Disposed of only in Class II disposal sites or Class III disposal sites pursuant to a variance issued by the California Department of Health Services.

“Disposal” or **“Dispose”** (or variation thereof) means the final disposition of discarded materials, or Processing residue at a landfill.

“Effective Date” means the date set forth in the introductory paragraph of this Agreement.

“Exclusive Right” is the right and privilege granted by City to Contractor to be the only Franchisee that Collects, Transports, and Processes Manufacturing-Related Cannabis and Cannabis Waste in a specified geographic area.

“Federal” means belonging to or pertaining to the government of the United States.

“Franchise Fee” means the fee paid by Contractor to City for the privilege to hold the exclusive rights granted by this Agreement.

“Generator” means any Person whose act or process produces Permitted Materials, or whose act first causes Permitted Materials to become subject to regulation.

“Green Waste Material” means any materials generated from the maintenance or alteration of public, commercial, or residential landscapes that will decompose and/or putrefy including, but not limited to,

yard clippings, grass, leaves, shrub/tree trimmings or prunings (less than 4" in diameter), brush, flowers, weeds, dead plants, small pieces of unpainted and untreated wood, and other types of organic waste.

"Hazardous Waste" means all substances defined as Hazardous Waste, acutely Hazardous Waste, or extremely Hazardous Waste by the State in Health and Safety Code §25110.02, §25115, and §25117 or in the future amendments to or recodifications of such statutes or identified and listed as Hazardous Waste by the U.S. Environmental Protection Agency (EPA), pursuant to the Resource Conservation and Recovery Act (42 USC §6901 et seq.), all future amendments thereto, and all rules and regulations promulgated thereunder.

"Holidays" are defined as New Year's Day, Thanksgiving Day, and Christmas Day.

"Infectious Waste" means biomedical waste generated at hospitals, public or private medical clinics, dental offices, research laboratories, pharmaceutical industries, blood banks, mortuaries, veterinary facilities and other similar establishments, as defined in Health and Safety Code Section 25117.5.

"Liquidated Damages" means the amounts due by Contractor to City for failure to meet specific quantifiable standards of performance as described in Section 12.4 and Exhibit A.

"Manufacturing-Related Cannabis and Cannabis Waste" means cannabis waste product created in the cannabis manufacturing process, including any raw input, conversion process, processed output cannabis waste and packaging. For purposes of this Agreement, any reference to "Cannabis and Cannabis Waste" regarding Contractor's scope of services shall mean Manufacturing-Related Cannabis and Cannabis Waste.

"Organic Materials" means those discarded materials that will decompose and/or putrefy including Green Waste Material and food scraps such as, but are not limited to, green trimmings, grass, weeds, leaves, prunings, branches, dead plants, brush, tree trimmings, dead trees, small wood pieces, other types of organic yard waste, vegetable waste, fruit waste, grain waste, dairy waste, meat waste, fish waste, paper contaminated with food scraps, pieces of unpainted and untreated wood, and pieces of unpainted and untreated wallboard. No discarded material shall be considered to be Organic Materials, recyclable materials, or other materials.

"Parent Company" refers to a company owning more than fifty percent (50%) of the shares of another company (subsidiary) or a company that has management control over such subsidiary.

"Party or Parties" refers to the City and Contractor, individually or together.

"Permitted Materials" refers to Manufacturing-Related Cannabis and/or Cannabis Waste, either hazardous or non-hazardous to be processed as part of this Agreement.

"Person(s)" means any individual, firm, association, organization, partnership, corporation, business trust, joint venture, the United States, the State of California, the City of Lancaster, and special purpose districts.

"Premises" means any land or building in the City, which is licensed and permitted, in accordance with Applicable Law, for the legal manufacturing, testing and/or storage of Cannabis or Cannabis Waste, where Permitted Materials are generated or accumulated.

“Processing” means to prepare, treat, or convert Cannabis through some special method, including but not limited to Anaerobic Digestion, and Composting.

“Rates” means the charges and fees Contractor bills and collects from each Customer receiving service pursuant to this Agreement.

“Render or Rendering” means and refers to a process which, when applied to Cannabis, makes such Cannabis unusable for any form of consumption by humans, and/or unrecognizable. For purposes of this Agreement, Rendering may include grinding, and mixing Cannabis with other Green Waste Materials, such that the Rendered Cannabis Waste may contain less than fifty percent (50%) usable Cannabis by volume.

“SB 1383” means the Short-Lived Climate Pollutants Act of 2016 (an act to add Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code, and to add Chapter 13.1 [commencing with Section 42652] to Part 3 of Division 30 of the Public Resources Code, relating to methane emissions), also commonly referred to as "SB 1383," as amended, supplemented, superseded, and replaced from time to time.

“Recyclable Materials” shall include, but not be limited to: newspaper (including inserts, coupons, and store advertisements); mixed paper (including office paper, computer paper, magazines, junk mail, catalogs, brown paper bags, brown paper, paperboard, paper egg cartons, telephone books, grocery bags, colored paper, construction paper, envelopes, legal pad backings, shoe boxes, soap boxes, cereal and other similar food boxes); chipboard; cardboard; paper milk cartons; glass containers of any color (including glass bottles and jars all colors); aluminum cans; fabric softener containers; steel, tin or bimetal cans; plastic containers (clear or green plastic soda and water bottles, plastic containers and bottles and plastic bags with no. 1, 2 or 3 on the bottom); and food containers from potato salad, pasta salad, whipped cream, etc. that do not contain any form of Cannabis or Cannabis Waste.

“State” means the State of California.

“Subcontractor” means a party who has entered into a contract, express or implied, with the Contractor for the performance of an act that is necessary for the Contractor’s fulfillment of its obligations under this Agreement.

“Term” means the Term of this Agreement, including extension periods if granted, as provided for in Article 4.

“Testing Laboratories” means a State-licensed cannabis and cannabis product testing facility for profile, microbiological and contaminant testing.

“Ton” or “Tonnage” means a unit of measure for weight equivalent to two thousand (2,000) standard pounds where each pound contains sixteen (16) ounces.

“Transportation” means the act of conveying Permitted Materials from one location to another.

“Unpermitted Waste” means all wastes or materials other than Permitted Materials, which the Contractor is not permitted to store, Render, Collect, Transport, Process, or otherwise handle under this Agreement, including but not limited to:

- (1) Infectious Wastes that have disease transmission potential and are classified as Hazardous Wastes by the State Department of Health Services, including pathological and surgical wastes, medical clinic wastes, wastes from biological laboratories, syringes, needles, blades, tubing, bottles, drugs, patient care items that as linen or personal or food service items from contaminated areas, chemicals, personal hygiene wastes, and carcasses used for medical purposes or with known infectious diseases, where “Infectious Waste” means biomedical waste generated at hospitals, public or private medical clinics, dental offices, research laboratories, pharmaceutical industries, blood banks, mortuaries, veterinary facilities and other similar establishments that are identified in the California Health and Safety Code Section 25117.5;
- (2) Radioactive wastes under Chapter 7.6 (commencing with Section 25800) of Division 20 of the State Health and Safety Code, and any waste that contains a radioactive material, the storage or Disposal of which is subject to any other State or federal regulation;
- (3) Sewage sludge comprised of human (not industrial) residue, grit or screenings, removed from a wastewater treatment facility or septic tank, whether in a dry or semi-dry form not meeting certain quality criteria (i.e., unclassified sludge less than “B”); and/or
- (4) Designated Waste;
- (5) Pre-manufacturing/pre-extraction Cannabis and Cannabis Waste, provided, however, that sample amounts of pre-extraction Cannabis at a testing lab does not constitute Unpermitted Waste.

This definition will be promptly amended to reflect any applicable changes in permits or Applicable Law.

“Waste Diversion” means activities that reduce or eliminate the amount of discarded materials from Disposal.

ARTICLE 2 REPRESENTATIONS AND WARRANTIES OF THE CONTRACTOR

2.1 REPRESENTATIONS AND WARRANTIES

The Contractor, by execution of this Agreement, represents and warrants the following to the City, for the purpose of inducing City to enter into this Agreement and to consummate the transactions contemplated hereby:

- A. **Corporate Status.** Contractor is duly organized, validly existing and in good standing under the laws of the State. It is qualified to transact business in the City and State and has the power to own its properties and to carry on its business as now owned and operated and as required by this Agreement.

B. **Authorization.** Contractor has the authority to enter this Agreement and perform its obligations under this Agreement. The Board of Directors of Contractor (or the shareholders, if necessary), sole proprietor, or partners, as applicable, have taken all actions required by law, its articles of incorporation, its bylaws, or otherwise, to authorize the execution of this Agreement. The Person signing this Agreement on behalf of Contractor represents and warrants that they have authority to do so and the corporate secretary's certificate in Exhibit B confirms this. This Agreement constitutes the legal, valid, and binding obligation of the Contractor.

C. **Agreement Will Not Cause Breach.** To Contractor's actual knowledge after reasonable investigation, the execution or delivery of this Agreement or the performance by Contractor of its obligations hereunder does not conflict with, violate, or result in a breach: (i) of any state or local law or state or local governmental regulation applicable to Contractor; (ii) any term or condition of any judgment, order, or decree of any court, administrative agency or other governmental authority; or, (iii) any Agreement or instrument to which Contractor is a party or by which Contractor or any of its properties or assets are bound, or constitute a default thereunder.

D. **No Litigation.** To Contractor's actual knowledge after reasonable investigation, there is no action, suit, proceeding or investigation, at law or in equity, before or by any court or governmental authority, commission, board, agency or instrumentality decided, pending or threatened against Contractor wherein an unfavorable decision, ruling or finding, in any single case or in the aggregate, would:

1. Materially adversely affect the performance by Contractor of its obligations hereunder;
2. Adversely affect the validity or enforceability of this Agreement; or,
3. Have a material adverse effect on the financial condition of Contractor, or any surety or entity guaranteeing Contractor's performance under this Agreement.

E. **No Adverse Judicial Decisions.** To Contractor's actual knowledge after reasonable investigation, there is no judicial decision that would prohibit this Agreement or subject this Agreement to legal challenge.

F. **No Legal Prohibition.** To Contractor's actual knowledge after reasonable investigation, there is no Applicable Law in effect on the date Contractor signed this Agreement that would prohibit the Contractor's performance of its obligations under this Agreement and the transactions contemplated hereby.

G. **Contractor's Statements.** The Contractor's Application and any other supplementary information submitted to the City, which the City has relied on in entering this Agreement, do not: (i) contain any untrue statement of a material fact, or (ii) omit to state a material fact that is necessary in order to make the statements made, in light of the circumstances in which they were made, not misleading.

H. **Contractor's Investigation.** Contractor has made an independent investigation (satisfactory to it) of the conditions and circumstances surrounding the Agreement and the work to be performed hereunder. Contractor has considered such matters in entering this Agreement to provide services in exchange for the compensation provided for under the terms of this Agreement.

I. **Ability to Perform.** Contractor possesses the business, professional, and technical expertise to perform the Cannabis Waste management services described in this Agreement, and possesses the

equipment, facility(ies), and employee resources required to perform such services, as required by this Agreement.

ARTICLE 3 GRANT AND ACCEPTANCE OF FRANCHISE

3.1 GRANT AND ACCEPTANCE OF FRANCHISE

By the signing of this Agreement, City grants to Contractor and Contractor accepts an exclusive franchise within the corporate limits of the City. The Franchise granted to Contractor shall be for the scope of services described in Section 5.1 of this Agreement, subject to the limitations described in Section 5.2.

3.2 LIMITATION TO THE FRANCHISE

Contractor acknowledges and agrees that the City may permit other Persons besides the Contractor to Collect any and all types of materials excluded from the scope of this Franchise, as set forth in Section 5.2, without seeking or obtaining approval of Contractor. However, if City wishes to have other cannabis materials serviced that is not currently covered or excluded by this Agreement, City shall grant Contractor the right of first refusal. If Contractor can provide evidence that other Persons are servicing Permitted Materials in a manner that is not consistent with this Agreement or the City's Municipal Code, it shall report the location, the name and phone number of the Person or company to the City's Contract Manager along with Contractor's evidence. In such case, City may notify the Generator and Person providing service of Contractor's rights under this Agreement.

3.3 OBLIGATIONS OF PARTIES

In addition to the specific performance required under the Agreement, City and Contractor shall:

1. Use their reasonable commercial efforts to enforce the exclusiveness of the franchise by the Contractor's identification and documentation of violations of the franchise agreement and the City's notification of generators and collection companies reasonably believed to be violating the franchise regarding the terms of this agreement.
2. Provide timely notice to one another of a perceived failure to perform any obligations under this Agreement and access to information demonstration the Party's failure to perform.
3. Provide timely access to the City Contract Manager and the Contractor's designated representative and complete and timely responses to requests of the other Party
4. Provide timely notice of matters which may affect either Party's ability to perform under this Agreement.

ARTICLE 4 TERM OF AGREEMENT

4.1 EFFECTIVE DATE

Contractor may provide the Cannabis Waste Management services authorized by this Agreement commencing on the Effective Date as set forth on page 1 of this Agreement.

4.2 CONDITIONS TO EFFECTIVENESS OF AGREEMENT

The obligation of City to permit this Agreement to become effective and to perform its undertakings provided for in this Agreement is subject to the satisfaction of all the conditions below, each of which may be waived, in written form, in whole or in part by City.

- A. **Accuracy of Representations.** The representations and warranties made in Article 2 of this Agreement are true and correct on and as of the Effective Date.
- B. **Absence of Litigation.** There is no litigation pending on the Effective Date in any court challenging the award or execution of this Agreement or seeking to restrain or enjoin its performance.
- C. **Furnishings of Insurance.** Contractor has furnished evidence of the insurance required by Article 11 that is satisfactory to the City.

4.3 INITIAL TERM

The initial Term of this Agreement shall commence on the Effective Date and continue in full force for a period of five (5) years, from the Effective Date (the "Initial Term"). The Term may be extended pursuant to Section 4.4 or terminated early in accordance with Section 12.2.

4.4 AUTOMATIC EXTENSION UNLESS TERMINATED

This Agreement shall be automatically extended on its date of expiration for an additional term of five (5) years, unless: 1) either Party gives notice to the other of its intent to terminate the Agreement; or, 2) the Agreement is otherwise terminated pursuant to the requirements of Section 12.2.

ARTICLE 5 SCOPE OF AGREEMENT

5.1 SCOPE OF AGREEMENT

This Agreement, granted to the Contractor, authorizes Contractor or its Subcontractor(s) to perform the services described in this Section 5.1 for such services. For purposes of this Article, "Cannabis and Cannabis Waste" shall mean Manufacturing-Related Cannabis and Cannabis Waste, as defined in Article 1 of this Agreement.

The Contractor shall be responsible for the following services:

- A. Providing Containers to Customers for the lawful holding of Cannabis prior to Rendering such Cannabis into Cannabis Waste, consistent with Section 6.1.
- B. Rendering Cannabis which has been lawfully held in Containers into Cannabis Waste, consistent with Section 6.2.
- C. Entering required data and tracking information in the State Track and Trace reporting system consistent with Section 6.3
- D. Collecting Permitted Materials as consistent with Section 6.4.
- E. Providing each Customer, upon initiation of service, a printed list that specifies the Permitted Materials allowed in Containers and Unpermitted Waste that cannot be placed Containers (i.e. Solid Waste that does not contain any form of Manufacturing-Related Cannabis or Cannabis Waste).
- F. Providing Customers with public education and outreach materials that includes a comprehensive list of the Cannabis and Cannabis Waste related services available through Contractor.
- G. Transporting Collected, Rendered, Permitted Materials to the Approved Processing Site.
- H. Furnishing all labor, supervision, vehicles, Containers, other equipment, materials, supplies, and all other items and services necessary to perform its obligations under this Agreement.
- I. Paying all expenses related to provision of services required by this Agreement including, but not limited to, Franchise Fees, taxes, regulatory fees, Collection costs, Rendering costs, Transportation costs, Processing costs, utilities, etc.
- J. Providing all services required by this Agreement in a thorough and professional manner so that cannabis facilities and the City are provided timely, reliable, courteous and high-quality service at all times.
- K. Performing all services in substantial accordance with this Agreement at all times using best industry practice for comparable operations.
- L. Complying with Applicable Law.
- M. Performing or providing all other services necessary to fulfill its obligations under this Agreement.

The enumeration and specification of particular aspects of service, labor, or equipment requirements shall not relieve Contractor of the duty of accomplishing all other aspects necessary to fulfill its obligations under this Agreement whether such requirements are enumerated elsewhere in the Agreement or not.

5.2 LIMITATIONS TO SCOPE

The scope of the Agreement shall be exclusive except as otherwise expressly set forth herein. Any Recyclable Materials, and non-Manufacturing-Related Cannabis Organic Materials may be Collected and Transported by other Persons or Franchisees Collection and Transport is performed in accordance with the City's Code, regulations and/or other Franchise Agreements.

5.3 AGREEMENT CONSISTENT WITH APPLICABLE LAW

This Agreement and scope of this franchise shall be interpreted to be consistent with Applicable Law, now and during the Term. If future judicial interpretations of current law or new laws, regulations, or judicial interpretations limit the ability of the City or Contractor to lawfully provide for the scope of services as

specifically set forth herein, Contractor and the City agree that the scope of the Agreement will be limited to those services and materials which may be lawfully provided and that the City shall not be responsible for any lost profits or losses claimed by Contractor to arise out of limitations of the scope of the Agreement set forth herein. In such an event, it shall be the responsibility of Contractor to minimize the financial impact of such future judicial interpretations or new laws.

5.4 OWNERSHIP OF MATERIALS

Ownership, and the right to possession of Permitted Materials shall transfer from the Customer to the Contractor when such Permitted Materials are Collected by the Contractor, or as otherwise identified and documented by the Track and Trace reporting activities performed in accordance with Section 6.3 of this Agreement.

5.5 NOTIFICATION TO CITY OF NON-FRANCHISED HAULERS

If Contractor can produce evidence that other Persons are providing Manufacturing-Related Cannabis Waste management services, and do not have rights to do so as granted by this Agreement with the City or otherwise, or in a manner that is not consistent with Applicable Law, Contractor shall notify the City in writing, within five (5) calendar days of Contractor witnessing such circumstances. The Contractor's notice shall include the name and telephone number of the Person or company providing unauthorized Cannabis Waste management services (if known), the date the Contractor witnessed the event, the location of the Customer believed to be receiving such service, along with Contractor's evidence of the violation of the rights granted by this Agreement. The City may in its sole discretion take action in response to specific notification by Contractor. Nothing in this Agreement shall prohibit Contractor from enforcing its rights under this Agreement.

ARTICLE 6 MANUFACTURING-RELATED CANNABIS WASTE MANAGEMENT SERVICES

6.1 HOLDING

Contractor is hereby authorized to provide Containers, for the lawful holding of Permitted Materials at a Customer Premises, and may charge Rates for provision of such service. Contractor shall work with each Customer to identify a designated, secured holding area at the Customer Premises for placement of Containers and holding of Permitted Materials. Contractor acknowledges that, pursuant to Applicable Law, Permitted Materials which is being held in accordance with this Section is subject to inspection by the applicable State agencies, and the City, and Contractor shall facilitate such inspection upon request from either the applicable State agencies or the City for only the Contractor's Approved Processing Site. Contractor will weigh and record all Permitted Materials placed in Containers prior to being Rendered. Contractor shall not be excused from ascertaining that such holding services were conducted in accordance with Applicable Law, prior to Contractor performing any subsequent Rendering, Collection, Transportation, or Processing services.

6.2 RENDERING

Contractor shall Render all Permitted Materials which have been lawfully held in Containers, and may charge Rates for provision of such service. Contractor will grind Permitted Materials, and may mix such Permitted Materials with other, non-Cannabis Green Waste Material, such that the finished product is no less than fifty percent (50%) non-Cannabis material by volume. Contractor will measure, weigh, and record all Permitted Materials prior to any subsequent Collection, Transportation, or Processing services.

6.3 TRACK AND TRACE REPORTING

Contractor shall record the required information documenting the origin, ownership, control (including all transfers thereof), destruction, and disposal of a Customer's Permitted Materials into the State Track and Trace reporting system, in accordance with MAUCRSA.

6.4 COLLECTION

Contractor is hereby authorized to Collect and remove Permitted Materials from Customer Premises in the City, and may charge Rates for provision of such service. Contractor shall Collect Permitted Materials from Customers that subscribe services from Contractor. Contractor shall provide its Customers with Containers for Permitted Materials Collection; such Containers shall conform to state and local standards and regulations. Contractor shall Collect Permitted Materials from Premises as frequently as scheduled by Contractor or as mutually agreed with Customer, but not less than once every thirty (30) days.

Contractor shall Transport Permitted Materials Collected pursuant to this Agreement to an Approved Processing Site that has been selected by the Contractor.

Contractor may enter into contracts with Customers for Collection services provided that in no case shall the term of such contracts extend beyond the Term of this Agreement unless they are assignable by Contractor to subsequent City approved vendors, or with City approval, and provided that in the event the City terminates this Agreement the contracts with any and all Customers shall terminate on the termination date of this Agreement if the contracts cannot be assigned.

6.5 PROCESSING SERVICES

A. **Processing.** Contractor agrees to Transport and deliver all Permitted Materials it Collects in the City to an Approved Processing Site. Residue from the Permitted Materials Processing and Composting activities shall be Disposed of by Contractor or its Approved Processor at the Approved Disposal Site in accordance with Section 6.6. Contractor shall permit or arrange for the City to inspect the Approved Processing Site(s) and observe operations at any time during the Term. During such inspections, the City shall use commercially reasonable efforts to avoid interfering with Contractor's ongoing operations.

Contractor or its Approved Processor(s) shall possess all permits and approvals necessary for use of the Approved Processing Site(s) in full regulatory compliance. Contractor shall, upon City request, provide or request from its Approved Processor(s) and provide copies of notices of violation or permits to the City if available. If Contractor is unable to use an Approved Processing Site due to an emergency or sudden unforeseen closure of the Approved Processing Site, Contractor may use an alternative Processing Site.

B. **Processing and Marketing Costs.** Contractor shall pay all costs associated with Processing Permitted Materials including payment of any gate fees charged at the Approved Processing Sites.

6.6 DISPOSAL

A. **Disposal of Processing Residue.** Contractor shall, or shall require its Approved Processor to, Dispose of residue from Processing of Permitted Materials Collected within the City, that are not Diverted through Processing activities, by Transporting the residue to the Approved Disposal Site, which is lawfully authorized to accept such material.

B. **Permitted Site.** Contractor or its Approved Processor shall only Dispose of materials at an Approved Disposal Site that is in full regulatory compliance. Contractor, or its Approved Processor, shall keep or confirm all existing permits and approvals necessary for use of the Approved Disposal Site(s) in full regulatory compliance. Contractor shall, upon request, provide copies of notices of violation or permits to the City if available.

C. **Compliance with Regulations.** Contractor shall observe and comply with all regulations in effect at the Approved Disposal Site(s) and cooperate with the operator thereof with respect to delivery of Processing residue, including directions to unload vehicles in designated areas, accommodating operations and maintenance activities, and complying with Hazardous Waste exclusion programs.

D. **Disposal at Approved Site.** Contractor, or its Approved Processor, shall not Dispose of such residue by depositing it on any public or private land, in any river, stream, or other waterway, or in any sanitary sewer or storm drainage system or in any other manner which violates Applicable Laws. Contractor, or its Approved Processor, shall Dispose of residue at the Approved Disposal Site.

Alternative Disposal Site. At any time, Contractor, or its Approved Processor, may elect to use a Disposal Site(s) that is different than the Approved Disposal Site. If Contractor, or its Approved Processor, is unable to use the Approved Disposal Site due to an emergency or sudden unforeseen closure of the Approved Disposal Site, Contractor, or its Approved Processor, may use an alternative Disposal site provided that the alternative Disposal site is fully permitted and in compliance with all Applicable Laws.

6.7 BILLING

Contractor shall bill all Customers and collect billings in accordance with Contractor-established Rates, which are set in a manner consistent with provisions of Article 10. The Contractor shall prepare, mail, and collect bills (or shall issue written receipts for cash payments) for Collection services provided by Contractor.

Contractor shall maintain copies of all billings and receipts, each in chronological order, for the Term of this Agreement. The Contractor may, at its option, maintain those records in computer form, on microfiche, or in any other manner, provided that the records can be preserved and retrieved for inspection and verification in a timely manner.

Contractor shall be responsible for collection of payment from Customers with past due accounts. Contractors shall make reasonable efforts to obtain payment from delinquent accounts through issuance of late payment notices, telephone requests for payments, or assistance from collection agencies.

In the event that any account becomes more than thirty (30) calendar days past due, Contractor shall notify such Customer of the delinquency via written correspondence or telephone contact. Should any account become more than sixty (60) calendar days past due, Contractor shall provide notice to the Customer via written correspondence, with a copy to the City Contract Manager, that service may be discontinued if the account becomes more than ninety (90) calendar days past due, Contractor may discontinue providing service to the Customer. At the sixty (60) calendar days past due, Contractor shall notify the City Contract Manager of the address and delinquent billing amount. Contractor may withhold service from a delinquent account until past delinquencies are paid in full. Upon restoring service to a previously delinquent account, Contractor may require a deposit from the Customer. The City may in its sole discretion take action against Customer with delinquent accounts in response to notification by Contractor.

6.8 CUSTOMER SERVICE

Contractor shall maintain a business office within the County, Monterey County, or within a reasonable distance of the City's limits. The business office shall staff at least one customer service representative capable of accepting payments from Customers, answering service questions, and resolving Customer service issues. Contractor shall have a toll-free Customer service telephone number and shall have staff or shall contract with third parties who are available to answer calls from at least 9:00 a.m. to 5:00 p.m., Monday through Friday. An answering machine shall record Customer calls and voice messages between 5:00 p.m. and 9:00 a.m.

ARTICLE 7 STANDARDS AND REQUIREMENTS FOR SERVICES, EQUIPMENT, AND PERSONNEL

7.1 OPERATING DAYS, HOURS, AND SCHEDULES

Delivery or Collection of a Container to or from Premises that are fifty (50) feet or less from residential structures shall only occur between the hours of 7:00 a.m. and 6:00 p.m., Monday through Saturday, unless otherwise approved in writing by the City's Contract Manager.

If the Contractor fails to comply with the Collection hours described in this Section, the Contractor shall pay the City Liquidated Damages as described in Section 12.4 and Exhibit A.

7.2 OPERATING STANDARDS

7.2.1 Instructions to Customer

Contractor shall instruct Customers as to any preparation of Permitted Materials necessary prior to placing in the Container. Contractor shall, in written form, inform all Customers that no materials other than Permitted Materials may be placed in the Container.

7.2.2 Care of Private Property

Contractor shall not damage private property. Contractor shall ensure that its employees: (i) close all gates opened in making Collections, unless otherwise directed by the Customer; (ii) do not cross landscaped areas; and (iii) do not climb or jump over hedges and fences.

City shall refer complaints about damage to private property to Contractor. Contractor shall repair all damage to private and public property caused by its employees to its previous condition if damage is caused by Contractor.

7.2.3 Litter Abatement

A. Minimization of Spills. Contractor shall use due care to prevent vehicle oil and vehicle fuel from being spilled or scattered during Collection and Transportation operations. If any Permitted Materials are spilled or scattered during Collection or Transportation operations, the Contractor shall promptly clean up all spilled and scattered materials.

Contractor shall not transfer loads from one vehicle to another on any public street, unless it is necessary to do so because of mechanical failure, hot load (combustion of material in the truck), accidental damage to a vehicle, or unless approved by the City.

If Contractor fails to perform some or all of the requirements described in this Section, the Contractor shall pay the City Liquidated Damages as described in Section 12.4 and Exhibit A.

B. Clean-Up. Each Collection vehicle shall carry protective gloves, a broom, or shovel at all times for cleaning up litter and absorbent material for cleaning up liquid spills. The Contractor shall discuss instances of repeated spillage not caused by it with the Customer of the Premises where spillage occurs, and Contractor shall report such instances to City. If the Contractor has attempted to have a Customer stop creating spillage but is unsuccessful, the City will attempt, upon notice by the Contractor, to rectify such situation with the Customer.

C. Covering of Loads. Contractor shall cover all Collected loads of Permitted Materials (either through use of a closed-body vehicle, or use of Container lids if materials will be Transported in Containers) at the pickup location before Transporting materials to prevent Permitted Materials from escaping during Transportation.

7.2.4 Noise

All Collection operations shall be conducted as quietly as reasonably possible and shall conform to Applicable Law. Contractor will promptly resolve any complaints of noise during the morning or evening hours of the day to the satisfaction of the City. In the event of repeat occurrences of excessive noise levels, the Contractor shall pay Liquidated Damages in accordance with Section 12.4 and Exhibit A.

7.2.5 Customer Privacy and Security

The Contractor shall at all times respect and uphold the confidentiality and security needs of its Customers. In the event that Contractor is required to enter a Customer Premises in order to provide the services required, or otherwise offered, under this Agreement, Contractor shall comply with and protect the integrity of the Customer's security systems, policies, and procedures.

7.3 VEHICLE REQUIREMENTS

A. **General.** Vehicles used to provide services under this Agreement shall be kept in a safe, neat, clean, and operable condition at all times. If Contractor fails to keep Collection vehicles in a safe and sanitary condition, the Contractor shall pay the City Liquidated Damages as described in Section 12.4 and Exhibit A.

B. **Specifications.** Contractor shall register all vehicles with the California Department of Motor Vehicles and obtain a Motor Carrier Permit. All such vehicles shall comply with California Environmental Protection Agency (EPA) noise emission and air quality regulations and other applicable noise control regulations. All vehicles used to Transport Permitted Materials shall use recycled motor oil, unless the Contractor provides City with written technical documentation that such use will be detrimental to the vehicle. All vehicles must have global positioning systems (GPS) or video surveillance coverage of the cockpit and cargo area where the Permitted Materials are stored.

C. **Vehicle Identification.** Contractor shall provide a unique identification number for each vehicle used to provide services under this Agreement. All vehicles shall be uniformly painted. Contractor shall not place the City's logo on its vehicles.

D. Cleaning and Maintenance

1. **Cleaning.** Collection vehicles shall be thoroughly washed or steam cleaned to present a clean appearance of the exterior and interior compartment of the vehicle.
2. **Maintenance.** Contractor shall inspect each vehicle daily to ensure that all equipment is operating properly. Vehicles that are not operating properly shall be taken out of service until they are repaired and operating properly. Contractor shall perform all scheduled maintenance functions in accordance with the manufacturer's specifications and schedule or in accordance with California Highway Patrol standards, whichever are more stringent. Contractor shall keep accurate records of all vehicle maintenance, recorded according to date and mileage, and shall make such records available to the City upon written request to the extent necessary to perform the inspections described in Sections 7.3.F.

3. **Repairs.** Contractor shall repair, or arrange for the repair of, all of its vehicles and equipment for which repairs are needed because of accident, breakdown, or any other cause, so as to maintain all equipment in a safe and operable condition. Contractor shall maintain accurate records of repair, which shall include the date/mileage, nature of repair and the signature of a maintenance supervisor that the repair has been properly performed.
 4. **Storage.** Contractor shall arrange to store all vehicles and other equipment in safe and secure location(s) in accordance with City's applicable zoning regulations, if applicable.
- E. **Operation.** Vehicles shall be operated in compliance with the California Vehicle Code, and all applicable safety and local ordinances. Contractor shall not load vehicles in excess of the manufacturer's recommendations or limitations imposed by State or local weight restrictions for vehicles and roads.
- F. **Vehicle Inspection.** City may inspect vehicles at any time to determine compliance with the requirements of this Agreement upon receiving a written request from City thirty (30) calendar days prior to inspection. The Contractor shall maintain, at its primary business offices, a record of daily vehicle inspection reports for all Collection-related vehicles.
- G. **Facility Accounts.** Contractor shall establish and maintain, throughout the Term of this Agreement, an account with the Approved Processing Site. Such account(s) shall be used for all transactions covered by this Agreement.

7.4 CONTAINER REQUIREMENTS

All Containers shall meet applicable Federal, State, County and local regulations for safety. All Containers shall further comply with all regulations specific to the storage of Cannabis, or Cannabis Waste, as required by Applicable Law. Contractor shall provide all Containers as part of its services. Contractor-provided Containers shall be designated and constructed to be watertight and prevent the leakage of liquids.

All Containers shall be maintained in a safe, serviceable, and functional condition and present a clean appearance. Containers shall prominently display the Contractor's name, and if applicable, a unique Container identification number.

7.5 PERSONNEL

- A. **General.** Contractor shall furnish such qualified drivers, maintenance, supervisory, Customer service, clerical and other personnel as may be necessary to provide the services required by this Agreement in a safe and efficient manner.
- B. **Driver Qualifications.** All drivers shall be trained and qualified in the operation of Collection vehicles, and must have in effect a valid license, of the appropriate class, issued by the California Department of Motor Vehicles. Contractor shall use the California Department of Motor Vehicles employer "Pull Notice Program" to monitor its drivers for safety.

C. **Safety Training.** Contractor shall provide suitable operational and safety training for all of its employees who are directly involved in the Rendering, Collection, Transportation, or Processing services provided under this Agreement. Contractor shall train its employees involved in Cannabis Waste management operations to identify, and not to collect, Unpermitted Materials. Within thirty (30) days following execution of this agreement, Contractor shall provide the City with a copy of its safety policy and safety training program, the name of its safety officer, and the frequency of its trainings.

D. **Employee Conduct and Courtesy.** Contractor shall use commercially reasonable efforts to ensure that all employees present a neat appearance and conduct themselves in a courteous manner. Contractor shall regularly train its employees in Customer courtesy, shall prohibit the use of loud or profane language, and shall instruct Collection employees to perform the work as quietly as possible. If any employee is found not to be courteous or not to be performing services in the manner required by this Agreement, Contractor shall take all appropriate corrective measures and shall pay the City Liquidated Damages as described in Section 12.4 and Exhibit A.

7.6 UNPERMITTED MATERIALS INSPECTION AND HANDLING

A. **Response to Unpermitted Materials Identified during Collection.** If Contractor determines that material placed in any Container for Collection is Unpermitted Material or presents a hazard to Contractor's employees (outside of Hazardous Waste services provided by Contractor for Customer), the Contractor shall refuse to accept such material. The Contractor shall contact the Customer and request the Customer to arrange proper Processing and/or Disposal. If the Generator cannot be reached immediately, the Contractor shall, before leaving the Premises, leave a tag at least two inches by six inches (2" x 6") in size, which indicates the reason for refusing to Collect the material and lists a phone number for obtaining information on proper disposal of the Unpermitted Materials. Under no circumstances shall Contractor's employees knowingly Collect Unpermitted Materials that Contractor is not permitted to accept.

If Unpermitted Materials are found in a Container that could possibly result in imminent danger to people or property, the Contractor shall immediately notify the City's Fire Department using the 911 emergency number.

The Contractor shall notify the City of any Hazardous Materials identified in Containers or left at any Premises within twenty-four (24) hours of identification of such material, if Contractor is not contracted by Customer to service the Hazardous Waste.

B. **Response to Hazardous Wastes Identified at the Approved Processing Site(s).** The Contractor, or its Approved Processor shall provide load checkers and equipment operators at the Approved Processing Site(s) with training to identify Hazardous Waste, and other Unpermitted Materials. Contractor shall make reasonable efforts to identify and notify the Customer if Unpermitted Materials are identified. Contractor shall arrange for removal of the Hazardous Waste and/or other Unpermitted Material in accordance with Applicable Laws and regulatory requirements.

If the Hazardous Waste and/or other Unpermitted Material is delivered to the Approved Processing Site by Contractor before its presence is detected, and the Generator cannot be identified or fails to remove the material after being requested to do so, the Contractor shall arrange for its proper Disposal. The

Contractor may make a good faith effort to recover the cost of Disposal from the Generator, and the cost of this effort, as well as the cost of Disposal shall be chargeable to the Generator.

C. **Regulations and Record Keeping.** Contractor shall comply with emergency notification procedures required by Applicable Laws and regulatory requirements. All records required by regulations shall be maintained at the Contractor's facility. These records shall include: waste manifests, waste inventories, waste characterization records, inspection records, incident reports, and training records.

ARTICLE 8 RECORD KEEPING AND REPORTING

8.1 GENERAL

The Contractor shall maintain financial and accounting records, pertaining to cash, billing and Processing transactions for this Agreement, in accordance with generally accepted accounting principles. Unless otherwise required in this Article, Contractor shall retain all records and data required to be maintained by this Agreement for the Term of this Agreement. Records and data shall be in chronological order and readily and easily interpreted. Upon request, any such records shall be retrieved in a timely manner by Contractor and made available to the City Contract Manager. Contractor shall maintain adequate record security to preserve records from events that can be reasonably anticipated such as fire, theft, and earthquake. Electronically maintained data and records shall be protected and backed-up.

8.2 RECORDS

8.2.1 Financial and Operational Records

At a minimum, the following operational records shall be maintained by Contractor for the City relating to:

- A. Customer account information and billing records;
- B. Tonnage of Permitted Material Collected, listed by the Approved Processing Site where such materials were delivered.
- C. Weight tickets from (i) Processing Sites documenting the Tonnage of Permitted Materials Collected within the City and delivered to the Approved Processing Sites; and, (ii) Approved Disposal Sites documenting the Tonnage of residue delivered to Approved Disposal Sites. All weight tickets shall be provided listing a unique vehicle number, date, and time.
- D. End use and markets for recovered materials. This shall include the company name, principal name, phone number, and address of the end use market with the weight of each material type delivered to each.

8.2.2 Customer Records

Contractor shall maintain accurate and complete records containing the number and types of accounts served by the Contractor. The records shall contain, at a minimum, the Customer's name, phone number, address, Collection location, date of service initiation, itemized listing of services performed, size of Containers, frequency of Collection, documentation that the Customer is properly permitted to lawfully handle Permitted Materials at the service Premises, and the amount charged to provide services.

8.3 GENERAL REPORTING REQUIREMENTS

Contractor will provide report formats meeting the objectives of the City Contract Manager and eliminating duplication of work for the Contractor and City. Contractor agrees to submit all reports on computer discs or by e-mail in a format compatible with City at no additional charge. Contractor will provide a certification statement, under penalty of perjury, by the responsible Contractor official, that the report being submitted is true and correct to the best knowledge of such official after their reasonable inquiry.

Contractor shall submit quarterly reports within forty-five (45) calendar days following the end of the calendar quarter. The City Contract Manager may, at his/her sole discretion and noticed in writing, allow Contractor to reduce the frequency of reporting to once per calendar year at any time during the Term of this Agreement. If Contractor does not submit the reports by the dates required in this Article, Contractor shall pay the City Liquidated Damages as described in Section 12.4 and Exhibit A.

Contractor shall submit (via mail or e-mail in an Excel based format) all reports to:

Assistant City Attorney
City of Lancaster
44933 Fern Avenue
Lancaster, CA 93534

8.4 REPORTS

The report shall present the following information.

- A. **Total Tonnage.** Total Permitted Materials Tonnage Collected by Contractor within the City during the previous quarter, and the processing facility(ies) used.
- B. **Processing Locations.** Contractor shall provide a list of the names and addresses of where Permitted Materials Collected within the City during the previous month were Processed. Such list shall include the amount of Permitted Materials Tonnage Diverted and/or Processed at each location during the previous quarter, listed separately by material type.
- C. **Revenues.** Gross revenues (e.g., cash receipts) earned from all services provided to Customers within the City under this Agreement during the previous quarter, listed separately by month.

- D. **Account Information.** In table format, the name and service address for Customers within the City limits served by Contractor under this Agreement, identifying the subscribed service level of each Customer.

8.5 CITY CONTRACT MANAGER

The City has designated staff, the City Contract Manager, to be responsible for the monitoring and administration of this Agreement. Contractor shall meet and confer with the City Contract Manager to resolve differences of interpretation and to implement and execute the requirements of this Agreement in an efficient and effective manner that is consistent with the stated objectives of this Agreement.

From time to time the City Contract Manager may designate other agents of the City or Member Agencies to work with Contractor on specific matters. In such cases, those individuals should be considered designees of the City Contract Manager for those matters to which they have been engaged. Such designees shall be afforded all of the rights and access granted thereto. In the event of a dispute between the City Contract Manager's designee and Contractor, the City Contract Manager and the Contractor shall meet in good faith to resolve such dispute. In the event that the parties are unable to resolve such dispute within a reasonable amount of time, Contractor may submit such dispute to the City Manager for resolution. If the City Manager is unable to resolve such dispute, the parties may resolve such dispute in accordance with the process set forth in Section 13.5.

In the event of dispute between the City Contract Manager and the Contractor regarding the interpretation of or the performance of Services under this Agreement, the City Contract Manager's determination shall be conclusive except where such determination results in a material impact to the Contractor's revenue and/or cost of operations. In the event of a dispute between the City Contract Manager and the Contractor results in such material impact to the Contractor, Contractor may appeal the determination of the City Contract Manager to the City Manager whose determination shall be conclusive. For the purposes of this Section, "material impact" is an amount equal to or greater than one-quarter (1/4) of one percent (1%) of Contractor's annual Gross Receipts under this Agreement.

ARTICLE 9 FRANCHISE FEES AND OTHER FEES/SERVICES

9.1 GENERAL

Contractor shall collect the fees described in this Section from Customers through Contractor's regular billings and remit collected amounts to City on a quarterly basis as described in Section 9.4.

9.2 FRANCHISE FEE

The Contractor shall pay the City a Franchise Fee equal to six percent (6%) of the sum of the gross amount of collected revenue from Customers of the Contractor, and gross funds collected on all past due accounts for all services provided for under this Agreement; provided, however, that at the annual contract anniversary, the Parties shall meet and confer to determine whether Contractor's revenue warrants an increase in the Franchise Fee.

Franchise fees shall be paid within forty-five (45) days of the end of each quarter for the gross amount received in the applicable prior quarter. Franchise fees shall be paid to the City of Lancaster by check, delivered to the City Contract Manager.

9.3 ADJUSTMENT TO FEES

The City may adjust the fees established in this Article annually at any time during the Term of this Agreement, subject to mutual agreement with Contractor.

9.4 PAYMENT SCHEDULE AND LATE FEES

Within forty-five (45) calendar days of the end of each calendar quarter, during the Term of this Agreement, Contractor shall remit to City all fees described in this Article. Such fees shall be remitted to City and sent or delivered to the City Contract Manager. If such remittance is not paid to the City on or before the thirtieth (30th) day of the end of each quarter, Contractor shall pay, in addition to the amount owed to City, one percent (1%) of the amount owing for that quarter; plus an additional one percent (1%) owing on any unpaid balance for each additional month the fee remains unpaid.

Each quarterly remittance to City shall be accompanied by a statement itemizing each fee paid; detailing calculation of all fees; stating actual gross receipts for the period collected from all operations conducted or permitted by this Agreement. Each remittance including all supporting documentation shall be provided to City Contract Manager.

9.5 OVERPAYMENT OF FEES

If Contractor believes it has paid Franchise Fees or other fees as described in this Article, in excess of the fees due to the City, Contractor may submit a request for refund to the City Contract Manager. If proof of overpayment is satisfactory to the City Contract Manager, the City Contract Manager shall authorize the City to refund the overpayment to the Contractor. Contractor shall not apply any overpayment as a credit against any Franchise Fee or other amounts payable to the City, unless specifically authorized to do so by the City Contract Manager in writing.

ARTICLE 10 CONTRACTOR'S COMPENSATION AND RATES

10.1 CONTRACTOR'S COMPENSATION

Contractor's compensation for performance of all its obligations under this Agreement shall be: (i) gross revenues paid to Contractor by Customers that obtained Contractor's services under this Agreement less fees dues to the City in accordance with Article 9, and (ii) revenues generated by the sale of Collected and Processed materials Diverted from Disposal.

Contractor's compensation provided for in this Article shall be the full, entire, and complete compensation due to Contractor pursuant to this Agreement for all labor, equipment, materials and supplies, Processing,

and Disposal fees, regulatory fees, City fees, taxes, insurance, bonds, overhead, operations, profit and all other things necessary to perform all the services in the manner required by this Agreement.

If Contractor's costs are more than Contractor's compensation, Contractor shall not be compensated for the difference in costs and revenues but notwithstanding anything to the contrary herein, in such event Contractor may terminate this Agreement upon thirty (30) days prior written notice to City. If Contractor's costs are less than Contractor's compensation, Contractor shall retain the difference.

10.2 MAXIMUM RATES

The Parties have agreed to establish maximum Rates for Permitted Materials Collection and handling services provided under this Agreement, as set forth in Exhibit D. At the annual contract anniversary, the Parties will meet and confer to determine whether rates should be adjusted with the intention of setting maximum Rates that will enable parties, including the Contractor, to recover reasonable and necessary costs and a reasonable profit. The Contractor may lower its rates during the term of this Agreement as it deems appropriate without City authorization.

ARTICLE 11 INDEMNITY AND INSURANCE

11.1 INDEMNIFICATION

Contractor shall indemnify, defend with counsel acceptable to the City, protect and hold harmless the City, its elected officials, officers, employees, volunteers, and agents (collectively, "Indemnitees") from and against all claims, damages (including but not limited to special, consequential, natural resources and punitive damages), injuries, costs, (including without limit any and all response, remediation and removal costs), losses, demands, debts, liens, liabilities, causes of action, suits, legal or administrative proceedings, interest, fines, charges, penalties, and expenses (including without limit attorneys' expert witness fees and costs incurred in connection with defending against any of the foregoing or in enforcing this indemnity), (collectively, "Damages") of any kind whatsoever paid, incurred or suffered by, or asserted against, Indemnitees arising from or attributable to (i) the gross negligence or willful misconduct of Contractor, or (ii) Contractor's failure to comply with Applicable Law in connection with or related to the performance of this Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the City.

Contractor's duty to defend and indemnify herein shall include Damages arising from or attributable to any operations, repairs, clean-up or detoxification, or other plan (regardless of whether undertaken due to governmental action) concerning any Hazardous Waste Collected in the City. Notwithstanding the foregoing, Contractor's duties under this subsection shall not extend to any claims arising from the Disposal of Permitted Materials at the Approved Disposal Facility, including, but not limited to, claims arising under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) unless such claim is a direct result of Contractor's negligence or willful misconduct.

This provision will survive the expiration or earlier termination of this Agreement and shall not be construed as a waiver of rights by City to contribution or indemnity from third parties.

11.2 INSURANCE

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

Commercial General Liability

Each Occurrence	\$1,000,000
Per Project General Aggregate	\$2,000,000
Including Products/Completed Operations; Contractual Liability/Independent Contractors; Property Damage	
<i>(Coverage shall be at least as broad as ISO form CG2010 11/85 or CG2010 07/04 and CG2037 07/04 combined, or an equivalent providing ongoing and completed operations)</i>	

Commercial Automobile Liability

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

Pollution and Environmental Liability

Pollution and Environmental liability each occurrence	\$1,000,000
Pollution and Environmental liability aggregate	\$1,000,000

Workers Compensation

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

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

- B. The Consultant’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insured’s liability.
- C. Any deductibles or self-insurance retentions must be declared and approved by the City. At the City’s option, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City insured entities or the insurer shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- D. All insurance shall be primary and non-contributory as respects the City insured entities. Any insurance or self-insurance maintained by the City insured entities shall be in excess of the Consultant’s insurance and shall not contribute with it.

- E. Consultant shall furnish the City with Certificates of Insurance and with original endorsements effecting coverage required by this Agreement. Certificates of Insurance shall meet the following requirements:
- a. Show that the insurance policy has been endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after 30 days' prior written notice (10 days' written notice for non-payment) to the City of Lancaster.
 - b. List in the "Descriptions of Operations/Locations/Vehicles" section:
"Waste Management Services:
The City of Lancaster, its elected officials, officers, employees and volunteers are included as additional covered parties, but only insofar as the operations under this contract are concerned.
 - c. List in the "Certificate Holder" section:
The City of Lancaster, 44933 Fern Avenue, Lancaster, California 93534.

ARTICLE 12 DEFAULT AND REMEDIES

12.1 EVENTS OF DEFAULT

- A. Each of the following shall constitute an event of default ("Event of Default") hereunder:
1. Contractor fails to perform its obligations under Applicable Law, this Agreement, or future amendment to this Agreement, including, but not limited to, Contractor's failure to pay City fees in accordance with Article 9 of this Agreement, and the breach continues for more than fifteen (15) Business Days after written notice from the City for the correction thereof, or performance of Contractor's obligations under this Agreement becomes impossible or unlawful to perform due to a Change in Law;
 2. Any representation, warranty, or disclosure made to City by Contractor in connection with or as an inducement to entering into this Agreement or any future amendment to this Agreement, which proves to be false or misleading in any material respect as of the time such representation or disclosure is made, whether or not any such representation, warranty, or disclosure appears as part of this Agreement;
 3. There is a seizure or attachment (other than a pre-judgment attachment) of, or levy affecting possession on, the operating equipment of Contractor, including without limit its vehicles, maintenance or office facilities, or any part thereof of such proportion as to substantially impair Contractor's ability to perform under this Agreement and which cannot be released, bonded, or otherwise lifted within 48 hours excluding weekends and Holidays. However, the events described in this paragraph shall not be considered an Event of Default if such seizure, attachment, or levy is based on an interpretation or application of Federal law that conflicts with MAUCRSA;
 4. Contractor files a voluntary petition for debt relief under any applicable bankruptcy, insolvency, debtor relief, or other similar law now or hereafter in effect, or shall consent to the appointment of or taking of possession by a receiver, liquidator, assignee (other than as a part of a transfer

of equipment no longer useful to Contractor or necessary for this Agreement), trustee (other than as security for an obligation under a deed of trust), custodian, sequestrator (or similar official) of the Contractor for any part of Contractor's operating assets or any substantial part of Contractor's property, or shall make any general assignment for the benefit of Contractor's creditors, or shall fail generally to pay Contractor's debts as they become due or shall take any action in furtherance of any of the foregoing; and

5. A court having jurisdiction shall enter a decree or order for relief in respect of the Contractor, in any involuntary case brought under any bankruptcy, insolvency, debtor relief, or similar law now or hereafter in effect, or Contractor shall consent to or shall fail to oppose any such proceeding, or any such court shall enter a decree or order appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of the Contractor or for any part of the Contractor's operating equipment or assets, or orders the winding up or liquidation of the affairs of Contractor.

- B. Notwithstanding the foregoing, each Party (a "Non-Performing Party") shall be relieved a delay or failure in performing its obligations under this Agreement to the extent caused by acts of nature (e.g., floods, earthquakes), acts of war, terrorism, or civil disorders beyond such Party's reasonable control (each a "Force Majeure Event"), provided that (i) such delay or failure could not have been reasonably prevented or circumvented by the Non-Performing Party through the use of alternate sources, work-around plans or other means, (ii) the Non-Performing Party uses commercially reasonable efforts to minimize the duration and impact of such non-performance, and (iii) the Non-Performing Party immediately notifies the other Party of any Force Majeure Event, describing in reasonable detail the circumstances causing and the anticipated duration of such delay or failure. Upon the other Party's request, the Non-Performing Party shall provide a written mitigation plan. The Non-Performing Party shall be excused to such extent as is reasonably necessary to accommodate such delay. A Force Majeure Event shall not be considered an Event of Default.

12.2 RIGHT TO TERMINATE UPON DEFAULT

Upon a material default by either Party, the non-defaulting Party may terminate this Agreement within fifteen (15) calendar days of such material default, but no later than one hundred eighty (180) calendar days after the default, provided that the non-defaulting Party provides written notice to defaulting Party and the defaulting Party fails to cure such default within sixty (60) days of such notice (or any other cure period agreed to by the Parties in writing). Such termination shall be effective without the need for any hearing, suit, or legal action.

In addition, and notwithstanding anything to the contrary, in the event of any change in Applicable Law or in the event of any enforcement, seizure, attachment, levy or other adverse action against Contractor is based on an interpretation or application of Federal law that conflicts with MAUCRSA, Contractor shall have the right to immediately terminate this Agreement by written notice to City.

12.3 CITY'S REMEDIES CUMULATIVE; SPECIFIC PERFORMANCE

The City's right to terminate the Agreement under Section 12.2 is not exclusive, and the City's termination of the Agreement and/or the imposition of Liquidated Damages shall not constitute an election of

remedies. Instead, these rights shall be in addition to any and all other legal and equitable rights and remedies which the City may have.

By virtue of the nature of this Agreement, the urgency of timely, continuous and high quality service, the lead time required to effect alternative service, and the rights granted by City to the Contractor, the remedy of damages for a breach hereof by Contractor is inadequate and City shall be entitled to injunctive relief.

12.4 LIQUIDATED DAMAGES

- A. **General.** The Parties find that as of the time of the execution of this Agreement, it is impractical, if not impossible, to reasonably ascertain the extent of damages which shall be incurred by City as a result of a breach by Contractor of its obligations under this Agreement. The factors relating to the impracticability of ascertaining damages include, but are not limited to, the fact that: (i) substantial damage results to members of the public who are denied services or denied quality or reliable service; (ii) such breaches cause inconvenience, anxiety, frustration, and deprivation of the benefits of the Agreement to individual members of the general public for whose benefit this Agreement exists, in subjective ways and in varying degrees of intensity which are incapable of measurement in precise monetary terms; (iii) that services might be available at substantially lower costs than alternative services and the monetary loss resulting from denial of services or denial of quality or reliable services is impossible to calculate in precise monetary terms; and (iv) the termination of this Agreement for such breaches, and other remedies are, at best, a means of future correction and not remedies which make the public whole for past breaches. Curable & Non-Curable liquidated damages are described in Exhibit A.
- B. **Service Performance Standards; Liquidated Damages for Failure to Meet Standards.** The Parties further acknowledge that consistent, reliable Cannabis Waste management service is of utmost importance to City and that City has considered and relied on Contractor's representations as to its quality of service commitment in executing this Agreement. The Parties recognize that some quantified standards of performance are necessary and appropriate to ensure consistent and reliable service and performance. The Parties further recognize that if Contractor fails to achieve the performance standards, or fails to submit required documents within the time periods set forth herein, City and its residents and businesses will suffer damages, and that it is, and will be, impractical and extremely difficult to ascertain and determine the exact amount of damages that City will suffer. Therefore, without prejudice to City's right to treat such non-performance as an event of default under this Article, the Parties agree that the Liquidated Damages amounts established in Exhibit A of this Agreement and the following Liquidated Damage amounts represent a reasonable estimate of the amount of such damages considering all of the circumstances existing on the Effective Date of this Agreement, including the relationship of the sums to the range of harm to City that reasonably could be anticipated and the anticipation that proof of actual damages would be costly or impractical.

Contractor agrees to pay (as Liquidated Damages and not as a penalty) the amounts set forth in the Schedule of Liquidated Damages, Exhibit A.

City may determine the occurrence of events giving rise to Liquidated Damages through the observation of its own employees or representative or investigation of complaints by Customers, occupants, and Generators.

Non-curable Liquidated Damages may be assessed immediately following a non-curable event, as set forth in Exhibit A. Curable Liquidated Damages will only be assessed after Contractor has been given the opportunity but failed to rectify the damages as described in this Agreement. Before assessing Liquidated Damages, City shall give Contractor notice of its intention to do so. The notice will include a brief description of the incident(s) and/or non-performance. The City may review (and make copies at its own expense) all information in the possession of Contractor relating to incident(s) and non-performance. City may, within fifteen (15) calendar days after issuing the notice, request a meeting with Contractor. City may present evidence of non-performance in writing and through testimony of its employees and others relevant to the incident(s) and nonperformance. City will provide Contractor with a written explanation of its determination on each incident(s) and non-performance prior to authorizing the assessment of Liquidated Damages under this Section 12.4. If the decision of City is not agreed to by Contractor, Contractor may submit such dispute to the City Manager for resolution and final decision.

C. **Amount.** City may assess Liquidated Damages for each calendar day or event, as appropriate, that Contractor is determined to be liable in accordance with this Agreement in the amounts specified in Exhibit A subject to annual adjustment described below.

The amount of Liquidated Damages specified in Exhibit A shall be adjusted annually on the anniversary of the Effective Date. The adjustment shall be rounded to the nearest cent. Liquidated Damage amounts shall be adjusted to reflect changes in the Consumer Price Index – All Urban Consumers (CPI-U) compiled and published by the U.S. Department of Labor, Bureau of Labor Statistics or its successor agency, using the following Bureau of Labor Statistics’ parameters.

- Not Seasonally Adjusted
- Area – Greater Los Angeles Area
- Item – All Items
- Base Period – 1982-84=100

The formula for annual adjustment is as follows:

$$\frac{\text{Adjusted Liquidated Damage Amount}}{\text{Then-current Liquidated Damage Amount}} = \frac{\text{most current CPI-U/previous 12-month CPI-U}}$$

For example:

Current Liquidated Damage Amount = **\$150.00**
 Most recently published index = **224.610**
 Index published 12 months prior to most recently published index
220.719
 Adjusted Liquidated Damage Amount = \$150.00 x (224.610/220.719) = **\$152.64**

If the CPI-U is discontinued or revised during the Term by the United States Department of Labor, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the CPI had not been discontinued or revised.

D. Timing of Payment. Contractor shall pay any Liquidated Damages assessed by City within thirty (30) calendar days of the date the Liquidated Damages are assessed. If they are not paid within the thirty (30) day period, City may order the termination of the rights or franchise granted by this Agreement.

ARTICLE 13 OTHER AGREEMENTS OF THE PARTIES

13.1 RELATIONSHIP OF PARTIES

The Parties intend that Contractor shall perform the services required by this Agreement as an independent Contractor engaged by City and neither as an officer nor employee of the City, nor as a partner of, or joint venture with, the City. No employee or agent of Contractor shall be, or shall be deemed to be, an employee or agent of the City. Except as expressly provided herein, Contractor shall have control over the manner and means of conducting the Cannabis Waste management services performed under this Agreement, and all Persons performing such services. Contractor shall be solely responsible for the acts and omissions of its officers, employees, Subcontractors, and agents. Neither Contractor nor its officers, employees, Subcontractors and agents shall obtain any rights to retirement benefits, workers' compensation benefits, or any other benefits which accrue to City employees by virtue of their employment with the City.

13.2 PERMITS AND LICENSES

Contractor shall obtain and maintain, at Contractor's sole cost and expense, all permits and licenses applicable to Contractor's operations under this Agreement which are required by any governmental agency.

13.3 COMPLIANCE WITH LAW

Contractor shall, at all times, at its sole cost, comply with all Applicable Laws.

13.4 GOVERNING LAW

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California.

13.5 JURISDICTION

Any lawsuits between the Parties arising out of this Agreement shall be brought and concluded in the courts of Los Angeles County in the State of California, which shall have exclusive jurisdiction over such lawsuits.

With respect to venue, the Parties agree that this Agreement is made in and will be performed in Los Angeles County.

13.6 BINDING ON SUCCESSORS

The provisions of this Agreement shall inure to the benefit to, and be binding on, the successors and permitted assigns of the Parties.

13.7 ASSIGNMENT

Neither Party shall assign its rights nor delegate or otherwise transfer its obligations under this Agreement to any other Person without the prior written consent of the other Party. Any such assignment made without the consent of the other Party shall be void and the attempted assignment shall constitute a material breach of this Agreement. Under no circumstances shall any assignment be considered by City if Contractor is in default at any time during the period of consideration.

13.8 PARTIES IN INTEREST

Nothing in this Agreement, whether express or implied, is intended to confer any rights on any Persons other than the Parties to it and their representatives, successors and permitted assigns.

13.9 WAIVER

The waiver by either Party of any breach or violation of any provisions of this Agreement shall not be deemed to be a waiver of any breach or violation of any other provision nor of any subsequent breach or violation of the same or any other provision. The subsequent acceptance by either Party of any monies which become due hereunder, shall not be deemed to be a waiver of any pre-existing or concurrent breach or violation by the other Party of any provision of this Agreement.

13.10 NOTICE PROCEDURES

All notices, demands, requests, proposals, approvals, consents, and other communications which this Agreement requires, authorizes or contemplates all, shall be in writing and shall either be personally delivered to a representative of the Parties at the address below or deposited in the United States mail, first class postage prepaid, addressed as follows:

A. If to City:

City Manager
City of Lancaster
44933 Fern Avenue
Lancaster, CA 93534

B. If to Contractor:

Gaiaca Waste Revitalization
P.O. Box 188
Gonzales, CA 93926

The address to which communications may be delivered may be changed from time to time by a notice given in accordance with this Section.

Notice shall be deemed given on the day it is personally delivered or, if mailed, three (3) calendar days from the date it is deposited in the mail.

13.11 REPRESENTATIVES OF THE PARTIES

References in this Agreement to the "City" shall mean the City's elected body and all actions to be taken by the City except as provided below. The City may delegate, in writing, authority to the City Contract Manager and/or to other City officials and may permit such officials, in turn, to delegate in writing some or all of such authority to subordinate officers. The Contractor may rely upon actions taken by such delegates if they are within the scope of the authority properly delegated to them.

The Contractor shall, by the Effective Date, designate in writing a responsible officer who shall serve as the representative of the Contractor in all matters related to the Agreement and shall inform the City in writing of such designation and of any limitations upon his or her authority to bind the Contractor. The City may rely upon action taken by such designated representative as actions of the Contractor unless they are outside the scope of the authority delegated to him/her by the Contractor as communicated to City.

13.12 CRIMINAL ACTIVITY OF CONTRACTOR

13.12.1 Criminal Activity

For purpose of this Section, Criminal Activity shall mean any of the following events or circumstances:

- A. **Convictions.** The entry against any Contractor Party or its officers, of a criminal conviction or a permanent mandatory or prohibitory injunction from a court, municipality, or regulatory agency of competent jurisdiction, with respect to:
1. Any criminal offense in connection with Cannabis or Cannabis Waste.

2. Fraud or criminal offense in connection with obtaining, attempting to obtain, procuring or performing a public or private agreement related to municipal contracts, including this Agreement or any amendment thereto;
 3. Bribery or attempting to bribe a public officer or employee of a local, State, or Federal agency;
 4. Embezzlement, extortion, racketeering, false claims, false statements, forgery, falsification or destruction of records, obstruction of justice, knowingly receiving stolen property, theft, or misprision (failure to disclose) of a felony;
 5. Unlawful disposal of Hazardous Wastes, the occurrence of which any Contractor Party knew or should have known;
 6. Violation of antitrust laws, including laws relating to price-fixing, bid-rigging, and sales and market allocation, and of unfair and anti-competitive trade practices laws;
 7. Violation of securities laws; and,
 8. Felonies.
- B. **Pleas.** Entry of a plea of “guilty,” “nolo contendere,” or “no contest” by a Contractor with respect to the conduct described in preceding Section 13.12.1.A.

13.12.2 Notice

Contractor shall notify City in writing within five (5) calendar days of occurrence of any Criminal Activity by any Contractor Party.

13.12.3 Contractor’s Cure

Upon occurrence of any Criminal Activity, Contractor shall immediately do or cause to be done all of the following:

- A. Terminate from employment or remove from office any offending individual Contractor Party, unless otherwise directed or ordered by a court or regulatory agency of competent jurisdiction or authority, and unless that termination would constitute a breach of any labor agreement entered into by Contractor, and,
- B. Eliminate participation by any offending individual Contractor Party in any management, supervision, or decision activity that affects or could affect, directly or indirectly, the performance of the Contractor under this Agreement.

13.12.4 Transfer and Hiring

Contractor shall not allow or cause to be allowed to hire or transfer any individual from any Parent Company or subsidiary company or business entity of Contractor who has committed Criminal Activity as City of Lancaster Exclusive Manufacturing-Related Cannabis Waste Management Franchise Agreement

a Contractor representative, field supervisor, officer, or director who is directly or indirectly responsible for performance of this Agreement without obtaining prior written consent of City, following full disclosure to City of the facts and circumstances surrounding such Criminal Activity.

13.12.5 City's Remedy

In the event of any occurrence of Criminal Activity, the City, in its sole discretion, may terminate the Agreement within thirty (30) calendar days' written notice to Contractor, or may impose other sanctions (which may include financial sanctions, temporary suspensions, or any other condition deemed appropriate short of termination) as it will deem proper, in the following events:

- A. Contractor fails to comply with the foregoing obligation of this Section, or,
- B. The Criminal Activity concerns or relates directly or indirectly to this Agreement.

Contractor shall be given the opportunity to present evidence in mitigation during the thirty (30) calendar day notice period.

13.13 ACKNOWLEDGMENT OF PUBLIC RESOURCES CODE SECTION 49523 NOTICE

Nothing in this Agreement shall be construed as providing Contractor with the five-year noticing rights required under PRC 49520. The parties agree that the provisions of PRC 49523 apply instead.

ARTICLE 14 MISCELLANEOUS AGREEMENTS

14.1 ENTIRE AGREEMENT

This Agreement, including the exhibits, represents the full and entire Agreement between the Parties with respect to the matters covered herein.

14.2 SECTION HEADINGS

The article headings and section headings in this Agreement are for convenience of reference only and are not intended to be used in the construction of this Agreement nor to alter or affect any of its provisions.

14.3 REFERENCES TO LAWS

All references in this Agreement to laws shall be understood to include such laws as they may be subsequently amended or re-codified, unless otherwise specifically provided.

14.4 INTERPRETATION

This Agreement shall be interpreted and construed reasonably and neither for nor against either Party, regardless of the degree to which either Party participated in its drafting.

14.5 PRONOUNS AND PLURALS; TENSE

When not inconsistent with the context, words and phrases used in the present tense include the future, and words and phrases used in the singular number include the plural number. Whenever the context may require, any pronoun used in this Agreement shall include the corresponding masculine, feminine and neuter forms, and the singular form of nouns, pronouns and verbs shall include the plural and vice versa.

14.6 TEXT TO CONTROL

The captions of the Articles or Sections in this Agreement are for convenience only and in no way define, limit, extend or describe the scope or intent of any of the provisions hereof, shall not be deemed part of this Agreement and shall not be used in construing or interpreting this Agreement.

14.7 AMENDMENT

This Agreement may not be modified or amended in any respect except in writing signed by the Parties.

14.8 SEVERABILITY

If any non-material provision of this Agreement is for any reason deemed to be invalid and unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement, which shall be enforced as if such invalid or unenforceable provision had not been contained herein.

14.9 COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be considered an original.

14.10 EXHIBITS

Each of the exhibits identified as Exhibit "A" through "D" is attached hereto and incorporated herein and made a part hereof by this reference.

[Signature Page Follows]

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

CITY OF LANCASTER

CONTRACTOR

Gaiaca, LLC,
A California limited liability Company

By: _____
Jason Caudle, City Manager

By: _____
Jonathan Lee, Managing Member

Address: 120 Calle Del Oaks, Suite B
Del Rey Oaks, CA 93940

APPROVED AS TO FORM

By: _____
City Attorney

ATTEST

By: _____
City Clerk

EXHIBIT A**SCHEDULE FOR LIQUIDATED DAMAGES**

Contractor may be assessed Liquidated Damages if Contractor fails to fulfill its obligations with regards to the events listed in this Exhibit in accordance with the terms and conditions of the Agreement with regards to the time frame for accomplishing each event and nature of the responsibility associated with the event unless otherwise stated in this Exhibit.

1.	Leaks, Litter, or Spills (Non-Curable). For each occurrence during a fiscal year (July – June) of unreasonable leaks, litter, or spills of Permitted Materials near or on public streets and failure to pick up or clean up such material immediately.	\$500/ 1 st event \$1,000/ 2 nd event \$2,500/ each event thereafter
2.	Unauthorized Collection Hours (Non-Curable). For each occurrence over five during a fiscal year of Collecting Permitted Materials during unauthorized hours.	\$150/ event
3.	Excessive Noise (Curable). For each occurrence over 10 during a fiscal year of excessive noise.	\$150/ event
4.	Cleaning Collection Vehicles (Curable). For each occurrence over five during a fiscal year for failure to keep Collection vehicles in a safe and sanitary condition.	\$75/ event
5.	Labeling of Containers (Curable). For each occurrence of Contractor's failure to correctly label Contractor-owned Containers (in accordance with Section 7.4).	\$250/ event
6.	Discourteous Behavior (Non-Curable). For each occurrence of discourteous behavior by Collection vehicle personnel, customer service personnel, or other employees of Contractor that violates the City's published policies on such behavior.	\$250/ event
7.	Injuries to Others (Non-Curable). For each incident of personal injury to a Person requiring medical treatment or hospitalization, where the negligence of the Contractor or its personnel was the proximate cause of injury.	\$2,500/ incident
8.	Quarterly Reports (Non-Curable). Failure to submit quarterly reports in the timeframe specified in this Agreement.	\$150/ day*
9.	Report Unpermitted Material (Non-Curable). For each failure to notify the appropriate authorities of reportable quantities of Unpermitted Materials, but not more frequently than once per month of the term.	\$250/ event
10.	Failure of Other Obligations (Curable). Failure to perform any of the materials obligations set forth in this Agreement not specifically stated in this Exhibit A and not corrected or proceeding in good faith to correct within one (1) business day upon one (1) business day written notification from the City.	\$75 / for each obligation per day until obligation is performed

* Quarterly reports shall be considered late until such time as a correct and complete monthly report is received by City. For each calendar day a report is late, the daily Liquidated Damage shall be as indicated in the monthly reports section above.

In placing Designee's initials at the places provided, each Party specifically confirms the accuracy of the statements made above and the fact that each Party has had ample opportunity to consult with legal counsel and obtain an explanation of Liquidated Damage provisions of the time that the Agreement was made.

Contractor

City

Initial Here: _____

Initial Here: _____

EXHIBIT B

SECRETARY'S CERTIFICATION

The undersigned, being the Secretary of Gaiaca Waste Revitalization, a
Company Name
California limited liability company ("the Company"), do hereby certify that the following resolution was adopted by the Board of Directors of the Company and that such resolution has not been amended, modified or rescinded and is in full force and effect as of the date hereof:

RESOLVED, that _____ be, and hereby is, authorized to
Name of Designated Representative
execute by and on behalf of the Company any and all agreements, instruments, documents or papers, as he/she may deem appropriate or necessary, pertaining to or relating to the Franchise Agreement between the City of Lancaster and Company for Cannabis Waste Management Services and that any such action taken to date is hereby ratified and approved.

Dated: _____

Signature

Title

EXHIBIT C

**STATEMENT OF APPLICANT'S UNDERSTANDING
AND REPRESENTATIONS**

The undersigned (who is duly authorized to bind the company submitting this application) has reviewed the requirements of franchise agreement for Cannabis Waste Management Services, its exhibits, and reference documents. In addition, the undersigned attests that this application and any other supplementary information submitted with this application do not: (i) contain any untrue statement of a material fact, (ii) contain inaccurate or misleading information, or (iii) omit to state a material fact that is necessary to make the statements made, in light of the circumstances in which they were made, not misleading.

Date

Print Name

Title

Company Name

Signature

EXHIBIT D

MAXIMUM RATES

2019 CALENDAR YEAR

Service Initiation <i>(one-time fee – mobilization, material, office)</i>	\$750.00 <i>per licensed premises</i>
Monthly Membership Dues <i>(reoccurring 1st of month)</i>	\$500.00 <i>per licensed premises</i>
<u>Disposal</u>	
55-gallon Drum, Manufacturing-Related Plant Material <i>(plant material, biomass, flower, leaf, stalk)</i>	\$250.00 <i>per drum</i>
55-gallon Drum, Non-Plant Material <i>(infused product, disposables, inorganics)</i>	\$375.00 <i>per drum</i>
30-gallon Drum, Winterization/Distillation Byproduct <i>(non-hazardous – fats, waxes, lipids, terpenes)</i>	\$325.00 <i>per drum</i>
55-gallon Drum, Hazardous Waste <i>(solvents, reactants, pesticides)</i>	\$625.00 <i>per drum</i>
30-gallon Drum, Hazardous Waste <i>(solvents, reactants, pesticides)</i>	\$425.00 <i>per drum</i>
5-gallon Drum, Universal Waste <i>(vaporizer cartridges, batteries)</i>	\$275.00 <i>per drum</i>
4 lin. ft. Box, Universal Waste <i>(fluorescent lighting tubes)</i>	\$150.00 <i>per box</i>
8 lin. ft. Box Universal Waste <i>(fluorescent lighting tubes)</i>	\$225.00 <i>per box</i>
7 cu. ft. Box Universal Waste <i>(HID lamps – MH, HPS)</i>	\$350.00 <i>per box</i>

****NOTE: RATES LISTED ON THIS SCHEDULE ARE SUBJECT TO INCREASE ON JULY 1ST EACH YEAR AND PURSUANT TO THE TERMS AND CONDITIONS OF ARTICLE 10 OF THE CONTRACT.**

WASTE REVITALIZATION

STARTS WITH



ABOUT US

California; 2018 – Cannabis has just taken a monumental leap that will undoubtedly go down in history as the 2nd end of Prohibition. As with any new beginning comes new responsibility.

The burgeoning Cannabis Industry has caused the birth of various cultivation, manufacturing, distribution, retail dispensary, and testing laboratory businesses, small and large. From 'mom & pop' companies creating hand-crafted, specialty products to complex, vertically-integrated industry giants.

These cannabis-related businesses are subject to strict regulatory compliance, and like any other industry, require technical solutions to maintain and grow operations.

One important area of compliance that is crucial to the environment and public health, but oftentimes gets overlooked is **WASTE**. Whether you are growing, manufacturing, distributing, selling, testing cannabis or planning an event, you will generate more than one stream of waste. Raw plant material (flower, leaf, stalk, root ball), post-manufactured biomass, infused products, edibles, retired displays, expired or failed goods, contaminated disposables, hazardous materials, etc. are all forms of cannabis waste that are regulated by the State and Local Health Department.

Gaiaca Waste Revitalization is California's first properly licensed cannabis waste management company. We assist all types of cannabis operators in properly managing, tracking, rendering, and disposing of their cannabis waste. Our team of developers, consultants, and hygienists work to help cannabis operators maintain local and State compliance so they can focus solely on what they do best.

Through comprehensive facility inspections, laboratory certified waste characterization, detailed waste manifesting, proprietary waste rendering procedures, and sustainable disposal methods, Gaiaca strives to be the industry leader in responsible, compliant, and environmentally conscience cannabis waste.





GAIACA SERVICES

SERVICES

WASTE COLLECTION

- Subscription-based weekly waste collection
- Securable, non-reactive, polyethylene drums provided (15-gallon & 55-gallon)
- Non-hazardous and hazardous waste

WASTE TRANSPORT

- Transport of non-hazardous waste to Gaiaca Facility for processing
- Transport of hazardous waste to TSDf
- Thorough documentation via waste manifest to meet State's Track-and-Trace requirements

WASTE PROCESSING

- Waste sorted for safe processing
- Waste rendered on behalf of Client
- Waste revitalized and diverted from landfill

COMPLIANCE CERTIFICATION

- Facility inspection to develop waste management program
- Waste streams identified and profiled
- Issuance of Gaiaca Certificate of Waste Compliance

CONSULTING

HAZARD ANALYSIS

- Identify potential hazards (biological, chemical, physical)
- Evaluation and reporting
- Remediation and preventative control

ENVIRONMENTAL CONSULTING

- Inspections, sample collection, reporting (waste, emissions, discharge, quality control)
- Samples submitted to qualified, 3rd-party lab
- Maintain compliance with local and State regulations

WASTE CHARACTERIZATION

- Site inspection and profile waste generated
- Segregate waste into categories for disposal
- Assistance with EPA generator registration

SOIL TESTING

- Visual inspection of soil / grow mediums
- Documentation of relevant amendments, fertilizers, and supplements used
- Sampling: residual post./fert., heavy metals, microbial, nutrients levels, pH, etc.

WATER SOURCE/DISCHARGE TESTING

- ID of source, diversion, and discharge points
- Documentation of physical conditions
- Sampling: res, chlorine, perchlorate, heavy metals, Coliforms, pH, conduct., BOD, etc.

QUALITY CONTROL SAMPLING

- ID of source, diversion, and discharge points
- Documentation of product batch selection
- Reporting to meet local and/or State requirements

To learn more about cannabis waste visit follow us:

Our blog: gaiaca.com/category/blog-report/



@gaiacalifornia



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STANDARD OPERATING PROCEDURE

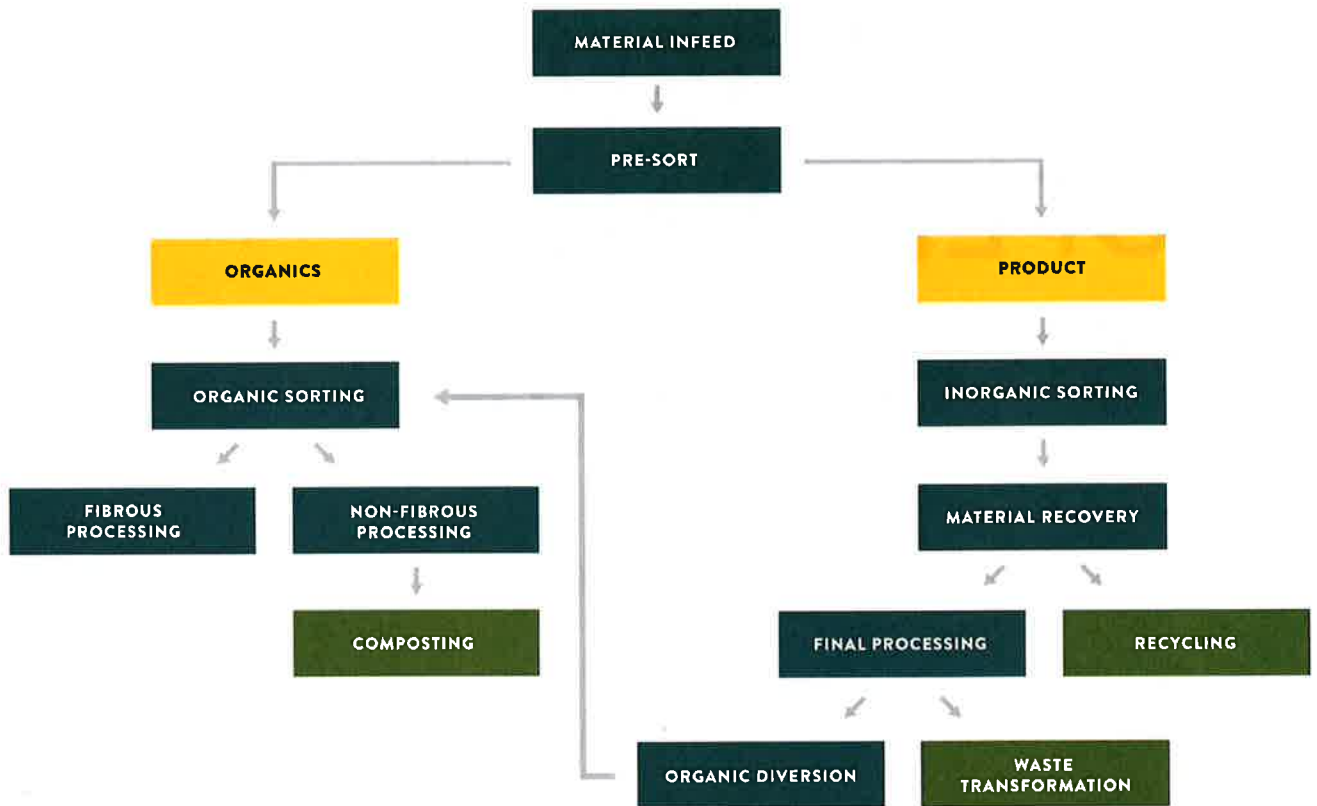
v1.2

Waste Destruction & Processing



WASTE REVITALIZATION

WASTE DESTRUCTION & PROCESSING



MATERIAL IN-FEED

Incoming trucks are directed to a scaled dock where containers are unloaded, inspected, and documented. Containers are emptied, and material is prepared for sorting.

PRE-SORT

Sorters segregate material into two main streams: Organics and Inorganics

Organics – cannabis plant material, biomass, grow medium, edible/food stuff, etc.

Inorganics – packaged product, contaminated disposables, vape carts, plastic, glass, metal, etc.

ORGANICS

Material such as cannabis plant biomass, flowers, leaves, stalks, root balls, etc. is combined with other non-cannabis organic material (green waste, yard waste, soil, grow medium, etc.) and run through a very large, high-powered mechanical grinder and sifter to create a pre-compost. This makes the cannabis instantaneously unusable and unrecognizable. The pre-compost is laid out into rows and traditionally composted over the course of 4-6 months. The final compost is free of any THC or Cannabinoids.

PRODUCT

Product such as flower, edibles, extracts, topicals, tinctures, vape pens, etc. is first separated into categories based upon the required level of treatment. Product is removed from its packaging/ container (i.e. mints from tins, extract from small glass jars, pre-rolls from tubes, etc.). Compostable material (flower, edibles, etc.) is pulverized via mechanical grinder and combined with the compost. Vape pens are deconstructed by hand separating out Li-Ion batteries and raw materials for recycling.

ORGANIC SORTING

Organic material is separated into two streams: Fibrous and Non-Fibrous

FIBROUS PROCESSING

Fibrous material such as cannabis stalks and stems are cleaned, processed, and bailed for hemp

NON-FIBROUS PROCESSING

Rendering of organic cannabis material, unrecognizable and unusable, with other organic non-cannabis material to create a pre-compost.

COMPOSTING

Material blend is combined with beneficial microbes and composted for up to 6 months.

INORGANIC SORTING

Inorganic materials are sorted and separated into like items, depending upon their substrate (i.e. plastic, glass, metal).

MATERIAL RECOVERY

Cannabis material is separated from non-cannabis material through specialized treatment and processing.

(i.e. edibles removed from bags, balms from jars, cartridges from vaporizers, etc.)

RECYCLING

Recyclable items (i.e. glass, plastic, metal, batteries) are bailed and sent to partner recycling facilities for further treatment.

FINAL PROCESSING

Isolated cannabis items are further processed, sorted, and rendered unrecognizable and unusable per State requirement.

ORGANIC DIVERSION

Organic materials are diverted back to the “Organics Sorting”

WASTE TRANSFORMATION

Waste materials that are not suitable for recycling or composting are shipped to a partner transformation facility and converted into a renewable energy/fuel source.

WASTE TO ENERGY

Our mission is to isolate the cannabis portion of the incoming product and treat it separately, which allows for all non-cannabis (i.e. containers, packaging, boxes, labels, etc.) to be cleaned and recycled.

A small portion of the material received as “Product” is rendered unrecognizable and unusable via mechanical grinder and compactor, and sent to a partnered facility for “Waste to Energy Conversion”.

Our mission in creating GAIACA back in 2016 was to eventually achieve a “zero-waste” cannabis industry. Through these efforts we are proud to say that GAIACA is almost **100%** recyclable.



STAFF REPORT
City of Lancaster

NB 1
11/12/19
JC

Date: November 12, 2019

To: Mayor Parris and City Council Members

From: Ronda Perez, Assistant City Manager

Subject: Agreement for Brand Development and Implementation

Recommendation:

Approve an agreement for Brand Development and Implementation with Selbert Perkins Design for an initial term of December 1, 2019 through December 1, 2020, subject to earlier termination per contract. Authorize the City Manager to execute all related documents.

Fiscal Impact:

\$150,000 (including 5% contingency); sufficient funds are available in City Manager's Professional Services budget, Budget Account No. 101-4200301.

Background:

As the City continues to evolve, a brand created a decade ago no longer meets the City's needs. There are numerous challenges with the current City brand, including an inability to widen the brand to address new initiatives. The City's sub-brands no longer match our brand with many original sub-brands changed or replaced. Ultimately, the benefits of the current brand are no longer relevant. While there have been efforts to update aspects of our brand, there has not been a comprehensive and systematic process to update our image and focus our marketing efforts in 10 years.

This branding campaign will be that process. The City of Lancaster's brand will be a reflection of its reputation for many years to come. The goal is to look at the big picture to provide an innovative and integrated media solution that will build the Lancaster Brand in all media. The brand will engage the public and integrate analog and digital technologies to create a dynamic experience for all residents and visitors to Lancaster.

Selbert Perkins Design (SPD) is an innovative full service branding and design firm with extensive experience working with Cities to develop brand strategies and master plans. SPD is SBE & WBE certified, creating some of the most notable brands, iconic landmarks and branded environments. While staff found several branding firms, SPD was the only firm with over three decades of brand experience with municipalities. California Cities serviced by SPD include Santa Monica, Long Beach, Anaheim, Los Angeles and Marina del Rey. Other projects in Lancaster, CA include Kaiser Permanente – Antelope Valley Medical Center. SPD understands that a City's identity enriches civic pride and stimulates economic development.

SPD indicates they are in a position to provide the creativity and efficiency needed to meet all of the project's goals including the ability to provide a consistent message across all platforms cultivating community pride, honor for the community's history, and inspiration for the City's future. This effort is an opportunity to make a positive difference in the community.

Attachment:

Selbert Perkins Professional Services Agreement

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES is made and entered into this 1 day of December 2019, by and between the CITY OF LANCASTER, a municipal corporation and charter city, (“City”), and SELBERT PERKINS DESIGN, a Design a Branding and Design Firm (“Consultant”) (collectively, sometimes referred to hereinafter as the “Parties”).

RECITALS

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

Brand Development and Implementation (**THE “SERVICES”**)

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

NOW, THEREFORE, the parties agree as follows:

1. **Parties to the Agreement.**

The parties to this Agreement are:

- A. CITY: City of Lancaster
- B. CONSULTANT: Selbert Perkins Design

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

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

CONSULTANT Selbert Perkins Design
Attn: Cliff Selbert, Partner
432 Culver Boulevard
Playa del Rey, CA 90293

3. **Successors and Assigns.** The terms hereof shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto; provided, however, that no party hereto shall assign any of the benefits and burdens hereunder, whether voluntarily or by

operation of law, without prior written consent of the other party, and any such assignments without said consent shall be void.

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

5. **Obligations of the City.**

A. The City shall pay Consultant an amount not to exceed \$150,000 for all work necessary to complete the Services, as described in the Scope of Services and Cost Proposal. Payments shall be due within thirty (30) days following submittal of an invoice detailing the services performed, at the hourly rates set forth in Exhibit A.

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

6. **Obligations of the Consultant.**

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

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

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

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

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

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

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

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

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

11. **Termination.**

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

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

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

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

13. **Insurance.**

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

Commercial General Liability

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

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

Commercial Automobile Liability

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

Workers Compensation

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

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

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

Professional Liability

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

Provide one of the following for cyber-related services

Technology Professional Liability

(Errors and Omissions)

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

(Coverage shall be sufficiently broad to respond to the duties and obligations as are undertaken by Consultant pursuant to this Agreement and shall include, without limitation, claims involving invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as any applicable regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.)

Or

Cyber Liability Insurance

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

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

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

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

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

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

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

(2) List in the “Descriptions of Operations/Locations/Vehicles” section: “Brand Development and Implementation”
The City of Lancaster, its elected officials, officers, employees and volunteers are included as additional covered parties, but only insofar as the operations under this contract are concerned.”

(3) List in the “Certificate Holder” section:
The City of Lancaster, 44933 Fern Avenue, Lancaster, California 93534.

14. **Commencement and Completion of Work.** The Services to be provided by Consultant pursuant to this Agreement shall commence within 7 days after execution of this Agreement, and shall be completed no later than 12 months following commencement; provided

however, that the Parties may agree to extend the time for completion upon mutual written agreement.

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

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

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

Consultant warrants and represents to City as follows:

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

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

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

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

18. **Resolution of Disputes.**

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

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

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

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

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

19. **Exhibits.**

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

Exhibit "A" Scope of Services and Cost Proposal

20. **Governing Law.**

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

21. **Effective Date.**

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

[Signatures begin on next page.]

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

CITY OF LANCASTER
LANCASTER, CALIFORNIA

By: _____
Jason Caudle, City Manager

Dated: _____

SELBERT PERKINS DESIGN

By: _____

Dated: _____

ATTEST:

Ronda Perez, Acting City Clerk

APPROVED AS TO FORM:

City Attorney

CONTRACT SUBMISSION APPROVAL:

Department Head

EXHIBIT A

SCOPE OF SERVICES AND RATES SCHEDULE

Scope of Services

TASK I: RESEARCH

Meetings: (2-3) Meetings/Presentations with the City of Lancaster Team meetings via teleconference as required

Hold kick-off meeting with the City of Lancaster to gather project information and confirm the City of Lancaster's goals and objectives.

Review of current written and digital communications vehicles including; City home page, cities' public-facing websites, outreach website, City of Lancaster 'Outlook' Magazine, branding and marketing produced by LTV, Lancaster Performing Arts Center, Museum of Art History, Choice Energy, and Lancaster Engage, and e-mail newsletters in the community.

Prepare a preliminary analysis on current branding practices including recommendations to improve the City website and evaluation of communication efforts.

Preliminary development of Strategic Marketing Plan, including: assessment of current opportunities and challenges, benchmarks to measure progress toward goals, and best practices for positioning and differentiating the City of Lancaster strategies for increased economic opportunities.

Interview/survey relevant members of the City, including residents, local leaders, stakeholders and surrounding community.

Complete a competitive positioning analysis of communications programs of the identified competitors to gain a clear focus on developing key differentiating factors to develop competitive pricing strategies and identify market opportunities.

Analysis of community needs, desires, expectations and support.

Task I Deliverables: uploaded digital files to include:

Evaluation and Survey Plan

Distillation and Interpretation of Key Themes and Brand Strengths

Strategic Marketing Plan

Target Audience Identification

Minutes from meetings and teleconference.

TASK II: BRAND DESIGN

Meetings: (2-3) Meetings/Presentations with the City of Lancaster Team meetings via teleconference as required

Based on survey data from Task I, develop preliminary concepts for brand identity/communications elements (logo/slogan/tagline).

Refine design of all communications (logo/slogan/tagline).

Present refined designs to City of Lancaster Team

Develop final design direction for communications elements (logo/slogan/tagline).

Based on client approval of brand identity/communications elements, develop preliminary creation of color palette.

Present preliminary concepts to City of Lancaster Team.

Refine color palette and word mark options.

Develop final color palette and word mark options.

Present refined design of communications elements to City of Lancaster Team.

Preliminary creation of graphic standards manual.

Task II Deliverables: uploaded digital files to include:

Logo Design

Slogan/Tagline Design

Color Palette Creation

Style Guide

Minutes from meetings and teleconferences

TASK III: USER TESTING

Meetings: (2) Meetings/Presentations of Results with the City of Lancaster Team meetings via teleconference as required

Confirm elements for testing including positioning, messages and tagline.

Interview/Survey members of the City of Lancaster, including residents, local leaders, stakeholders and surrounding communities.

Task II Deliverables: uploaded digital files to include:

User Testing Research and Recommendations

TASK IV: MARKETING MATERIALS

Meetings: (2-3) Meetings/Presentations on-site with the City of Lancaster Team meetings via teleconference as required

Develop a timeline for planning and brand implementation.

Develop a plan to involve the community and public outreach.

Development of cost estimate for City of Lancaster's branding roll-out, which will include recommendation of materials.

Development of branding roll-out.

Final presentation of comprehensive branding initiative and Strategic Marketing Plan for the City of Lancaster.

Task IV Deliverables: uploaded digital files to include:

Strategic Marketing Plan

Final Presentation to City of Lancaster Team

Cost Proposal

Brand Development and Implementation w/ Triad User Testing - (3) Sessions

<u>PHASE</u>	<u>FEE</u>
Task I: Research	\$ 25,000
Task II: Brand Design	\$ 50,000
Task III: User Testing Option 1	\$ 25,000
Task IV: Marketing Materials	\$ 40,000
	Subtotal: \$140,000
Estimated Expenses:	\$2,500
Total:	\$ 142,500

HOURLY RATES

Partner	\$250	Assistant Project Manager	\$140
Principal	\$200	Senior Designer	\$150
Design Director	\$175	Designer	\$135
CAD Director	\$175	CAD Designer	\$135
Project Manager	\$160	Administrative	\$100
Sub consultant	\$250 - \$300		

EXPENSES

Project expenses are estimated at \$2,500 and are included. These include models, presentation renderings, special deliveries, multiple sets of drawings, color copies and travel.

ADDITIONAL PROJECT SERVICES

The following will be considered additional services. If additional services are required during the project they will be billed at a negotiated fee or at standard hourly rates.

Additional services will not be incurred without written client approval.

Engineering services, including electrical, civil, structural and mechanical.

Photography, illustration, naming, copywriting/editing, printing, sign fabrication and installation, video production and post-production, additional market research beyond SPD's defined scope of services, focus group coordination, trade mark research, etc.

Significant changes and/or revisions in approved design or scope of services.

Change orders to any project component(s) after client approval. Preparation of drawings, mechanicals, specifications, addenda, and any other services provided in connection with change orders.

Travel, accommodations and related expenses, including required visits to vendors outside the local L.A. area.

Art direction of photography or illustration.

Attendance at Press Runs. (Print Projects Only)

Shop visit inspection and review of on-site installation.

Production of models or prototypes.

Consultants or sub-consultants.

Professional Cost Estimating Services.

Acquisition of permits and permit documents and any meetings and presentations related to acquisitions of permits.

Presentations, interviews, meetings, reviews with governing agencies, local authorities or neighborhood groups related to the project, in addition to those specified in this Scope of Services.

More than (3) concept alternatives.

More than (2) rounds of revisions to the chosen design concept. SPD will inform client of each round of design revisions

More than (1) final design of all communication elements.

Perspective renderings including computer renderings and virtual walk-throughs.

Additional meetings beyond what is outlined.

Converting/formatting electronic files to conform to client standards.

Creation of any project maps; ie: evacuation maps and/or directory maps

**MEMORANDUM
CITY OF LANCASTER**

TO: Mayor Parris and City Council Members

FROM: Vice Mayor Marvin Crist
Council Member Angela Underwood-Jacobs

DATE: November 12, 2019

SUBJECT: **Report on the Activities of the Board of Directors for the Antelope Valley Transit Authority**

Recommendation:

Receive a report of the proceedings and issues discussed at the September regular Board of Directors meeting of the Antelope Valley Transit Authority (AVTA).

Background:

The Antelope Valley Transit Authority is a distinct government entity created under a joint powers authority agreement between the City of Lancaster, the City of Palmdale, and Los Angeles County that provides public transit services. Vice Mayor Marvin Crist serves as the Chairman, and Council Member Angela Underwood-Jacobs serves as a Director on the AVTA Board for the City of Lancaster. Council Member Raj Malhi serves as an Alternate Director.

The following significant events took place at the regular September Board meeting:

Present: Chairman Marvin Crist
Vice Chair Dianne Knippel
Director Michelle Flanagan
Director Richard Loa
Alternate Director Kathryn Mac Laren

Resolution No. 2019-007, Removal of Section 4.60 of the Bylaws; Addition of Section 3.30 of the Bylaws

Adopted Resolution No. 2019-007, amending the Bylaws to: (1) remove Section 4.60 entitled "Compensation" regarding the compensation of Board members, and reposition the language therein as new Section 3.30; and (2) change the heading of proposed new Section 3.30 to read "Compensation and Benefits" and add language to proposed new Section 3.30 to provide health care coverage for Board members, including the recommended revised language.

Approved (5-0-0-1)

Routes 5 and 7 Early Demonstration Projects

Authorized the Executive Director/CEO to implement the Routes 5 and 7 demonstration projects.
Approved (4-0-0-2)

Contract #2020-02 to Vehicle Technical Consultants, Inc. for Quarterly Bus Fleet Inspection Services

Authorized the Executive Director/CEO to execute Contract #2020-02 for Quarterly Bus Fleet Inspections to Vehicle Technical Consultants, Inc., Beaumont, CA for one (1) year with two (2) optional one-year renewal options for a combined amount not to exceed \$100,000.
Approved (4-0-0-2)

Sole Source Contract #2020-11 to Optibus, Inc. for Electric Bus Planning, Scheduling, and Run Cutting Software as a Service

Authorized the Executive Director/CEO to execute Sole Source Contract #2020-11 for Electric Bus Planning, Scheduling and Run Cutting Software as a Service (SaaS) to Optibus, Inc., San Francisco, CA, for one (1) year with four (4) optional one-year renewal periods for a combined five-year amount not to exceed \$400,000.
Approved (4-0-0-2)

Amendment No. 1 to Contract #2016-31 with BYD Coach & Motors, Inc., for the 40, 45 and 60-Foot Battery Electric Bus Project

Authorized the Executive Director/CEO to execute Amendment No. 1 to Contract #2016-31 with BYD Coach & Bus Factory, Lancaster, CA, for a three (3) year time extension with an overall quantity increase of five buses.
Approved (4-0-0-2)

CVH/sr